

CONTRACT AGREEMENT
03-42/ENB-03/NR/A/L002/1209

This agreement made the 10th day of the month of **December, 2009**.

Between

THE GOVERNMENT OF THE REPUBLIC OF INDONESIA (herein after called the **EMPLOYER**) as represented by

Name : Ir. Ashari
Title : PPK Pembangunan Jalan Sumbawa Timur
Address : Jalan Gajah Mada No. 92 - Bima

Being authorized to act for and on behalf of the Directorate General of Highway, Ministry of Public Works, Government of the Republic of Indonesia, in accordance with the Decree of the Minister of Public Works, No. 150/KPTS/M/2009, dated January 23th 2009 (hereinafter referred to as **EMPLOYER**)

and

Name : Ir. Herarto Startiono
Title : Jo. Representative
Address : Jl. Langko No. 50 Ampenan
Mataram - 83114

Being authorized to act for on behalf of WASKITA – ADHI, JO. duly organized and existing under and virtue of the Laws of the Republic of Indonesia in accordance with the Notary lulu Muhammad Salahuddin, SH Number 10/W/VIII/2009 dated August 25th, 2009 made in Kabupaten Lombok Barat (hereinafter referred to as the **CONTRACTOR**)

for

the package number : ENB – 03 (hereinafter referred to as "**WORKS**"), under AusAID Loan No. AIPRD-L002 Eastern Indonesia National Roads Improvement Project (EINRIP)

NOW THEREFORE, it is hereby agreed by and between the parties hereto as follows:

1. In this Agreement, words and expressions shall have the same meanings as are respectively assigned to them in the Contract documents hereinafter referred to.
2. The Contractor should execute and complete the Works and the remedying of any defects therein, namely :

EASTERN INDONESIA NATIONAL ROADS IMPROVEMENT PROJECT (EINRIP)

LOAN NO. AIPRD-L002

PACKAGE NO. : ENB – 03

PACKAGE NAME : BATAS CABDIN DOMPU-BANGGO

As of

In accordance with this Agreement and the Contract Document as hereinafter defined. The time for completion from the Commencement Date shall be five hundred and forty (540) calendar days, and Defects Notification Period shall be three hundred and sixty five (365) calendar days.

3. The following Documents shall be deemed to form and be read as part of this Agreement and for the purposes of interpretation the priority of the documents shall be in accordance with the following sequence :
 - a. This Contract Agreement and Addendum (if any)
 - b. The Letter of Acceptance,
 - c. The Letter of Bid / Bid Submission Sheet (without Unit Price Analysis)
 - d. The Particular Conditions
 - e. The General Conditions
 - f. The Specifications
 - g. The Drawings
 - h. The Priced of Bill of Quantities
4. In consideration of the payments to be made by the Employer to the Contractor as indicated in this Agreement, the Contractor hereby covenants with the Employer to execute the Works and to remedy defects therein in conformity in all respects with the provisions of the Contract.
5. The Employer hereby covenants to pay Contractor in consideration of the execution and completion of the Works and remedying of defects therein, the Contract Price or such other sum as may become payable under the provisions of the Contract at the times and in the manner prescribed by the Contract.
6. The Contract Price **Including** the Value Added Tax (VAT) obtained from the price and the estimated quantities of work as indicated in the Bill of Quantities, subject to such additions thereto or deductions there from as may be made under the provisions of the Contract is **Rp. 101.927.591.000,00 (One Hundred One Billion Nine Hundred Twenty Seven Million Five Hundred Ninety one Thousand Rupiah)**
Consisting of :
 - a. Civil Works :
 - Australian Agency for International Development (AusAID) portion (in Local Currency) as amount of 89% (eighty nine percent) of Contract Price excluding Value Added Tax (VAT) is **Rp. 82.468.687.263,64 (Eighty two billion Four hundred sixty eight million six hundred eighty seven thousand two hundred sixty three 64/100)**
 - Government of Indonesia (GOI) portion (in Local Currency) as amount 11% (eleven percent) of Contract Price excluding Value Added Tax (VAT) is **Rp. 10.192.759.100,00 (Ten Billion one hundred ninety two million seven hundred fifty nine thousand one hundred rupiahs)**
 - b. Value Added Tax (PPN) :
 - Australian Agency for International Development (AusAID) portion (in Local Currency) as amount is **Rp. 8.246.868.726,36 (Eight Billion Two Hundred fourty Six Million Eight Hundred Sixty Eight Thousand Seven Hundred Twenty One 36/100 Rupiahs)** which is not collected

As of

- Government of Indonesia (GOI) portion (in Local Currency) as amount is Rp. 1.019.275.910.00 (One Billion nineteen million two hundred seventy five thousand nine hundred ten rupiahs)) taken

7. For the purpose of the Contract, the parties agree to waive clause 1266 of the Indonesia Civil Laws (Kitab Undang-Undang Hukum Perdata)

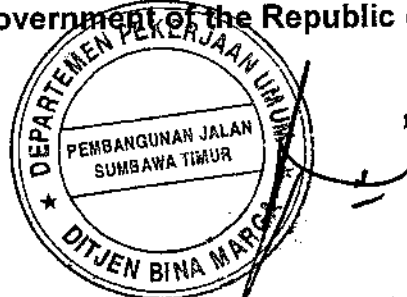
IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed with the laws of the Republic of Indonesia on the day, month and year indicated above.

For and on behalf of the **CONTRACTOR**
WASKITA – ADHI, JO.



Ir. HERARTO STARTIONO
JO REPRESENTATIVE

For and on behalf the **EMPLOYER**
Government of the Republic of Indonesia



Ir. ASHARI
Pejabat Pembuat Komitmen
Pembangunan Jalan Sumbawa Timur



Seen and Approved
SUARDI, ST, MT
Kepala SNVT Pembangunan Jalan
Dan Jembatan Sumbawa

Handwritten initials