

CONTRACT AGREEMENT
NO: KU.08.08-55/ESR-01/056/NR/A/L002/0409

This Agreement made the 02 day of April 2009

Between

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

Name : **CHR. JEKTI NUGROHO, ST. MT**
Title : **Pejabat Pembuat Komitmen Bagian Pembangunan Jalan Tinanggea-Kasipute.**
Address : **Jalan Jenderal Ahmad Yani Nomor 2 Kendari**

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 : 188 /KPTS/M/2009 dated 23 Januari 2009, (hereinafter referred to as **EMPLOYER**)

and

Name : **KUKUH BANDIONO PUTRO**
Title : **Joint Operation Representative PT.Multi Structure-PT.Trifa Abadi, JO.**
Address : **Wisma 76, Jalan Let.Jend. S. Parman Kav. 76 20 Floor, Jakarta Barat**

Being authorized to act for on behalf of PT. Multi Structure – PT. Trifa Abadi, JO duly organized and existing under and virtue of the Laws of the Republic of Indonesia in accordance with the Notary Statement **Sunarni, SH**, Number 13, dated March 11, 2009 made in Indonesia (hereinafter referred to as the **CONTRACTOR**)

For

The package number ESR-01 (Tinanggea-Kasipute) (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. : ESR-01

PACKAGE NAME : TINANGGEA - KASIPUTE

In accordance with this Agreement and the Contract Document as hereinafter defined. The time for completion from the Commencement Date shall be Seven Hundred Thirty (730) calendar days, and Defects Notification Period shall be Three Hundred 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, including Addenda (if any)
 - b. The Letter of Acceptance,
 - c. The Letter of Bid /Bid Submission Sheet
 - 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 conformity in all respects with provision 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 therefrom as may be made under the provisions of the Contract is **Rp. 115.730.355.000,- (One hundred fifteen billion seven hundred thirty million three hundred fifty five 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. 93.636.378.136,36,- (Ninety three billion six hundred thirty six million three hundred seventy eight thousand one hundred thirty six rupiah and thirty six sen),-
- Government of Indonesia (GOI) portion (in Local Currency) as amount 11 % (elevent persent) of Contract Price excluding Value Added Tax (VAT) is Rp. 11.573.035.500,-(Eleven billion five hundred seventy three million thirty five thousand five hundred rupiah),-

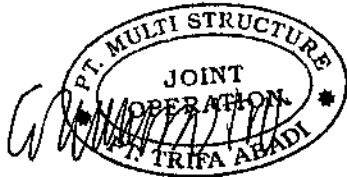
b. Value Added Tax (PPN) :

- Australian Agency for International Development (AusAID) portion (in Local Currency as amount) is Rp. 9.363.637.813,64,- (Nine billion three hundred sixty three million six hundred thirty seven thousand eight hundred thirteen rupiah and sixty four sen),- which is not colleted.
- Government of Indonesia (GOI) portion (in Local Currency) as amount is Rp. 1.157.303.550,-(One billion one hundred fifty seven million three hundred three thousand fifty hundred fifty rupiah),-

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
PT. MULTI STRUCTURE – PT. TRIFA ABADI, JO



KUKUH BANDIONO PUTRO
Joint Operation representative

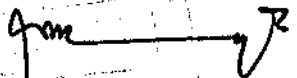
For and on behalf the EMPLOYER
Government of the Republic of Indonesia,



CHR. JEKTI NUGROHO, ST.-MT.
NIP. 110 038 267

Seen by :

Kepala Satuan Kerja Pembangunan
Jalan dan Jembatan Sulawesi Tenggara



Ir. H. RONNY, MT
NIP. 590 009 055