

CONTRACT AGREEMENT
NO. KU.08.08-530/ESR-02/056/NR/A/L002/1209

This Agreement made the 02 day of **December 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 dan Jembatan
Tinanggea - Simpang 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 : **Ir. KAMALUDDIN**
Title : Joint Operation Representative PT.Bumi Karsa-PT.Nindya Karya, JO.
Address : Perintis Kemerdekaan No. 25 Km. 15 Makassar

Being authorized to act for on behalf of PT. Bumi Karsa – PT. Nindya Karya, JO duly organized and existing under and virtue of the Laws of the Republic of Indonesia in accordance with the Notary Statement **Dra. Siti Hasnati, SH**, Number 08, dated November 17th, 2009 made in Indonesia (hereinafter referred to as the **CONTRACTOR**)

For

The package number ESR-02 (Bambaea-Simpang 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 :

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**EASTERN INDONESIA NATIONAL ROADS IMPROVEMENT PROJECT
(EINRIP)**

LOAN NO. AIPRD - L002.

PACKAGE NO. : ESR-02

PACKAGE NAME : BAMBAEA – SIMPANG KASIPUTE

In accordance with this Agreement and the Contract Document as hereinafter defined. The time for completion from the Commencement Date shall be Five Hundred Forty (540) 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. 95.598.144.012,27,-(Ninety five billion five hundred ninety eight million one hundred forty four thousand twelve rupiah and twenty seven sen),-**
Consisting of :

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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. 77.347.589.246,29,- (Seventy seven billion three hundred forty seven million five hundred eighty nine thousand two hundred forty six rupiah and twenty nine sen),-
- Government of Indonesia (GOI) portion (in Local Currency) as amount 11 % (elevent persent) of Contract Price excluding Value Added Tax (VAT) is Rp. 9.559.814.401,23,-(Nine billion five hundred fifty nine million eight hundred fourteen thousand four hundred one rupiah and twenty three sen),-

b. Value Added Tax (PPN) :

- Australian Agency for International Development (AusAID) portion (in Local Currency as amount) is Rp. 7.734.758.924,63,- (Seven billion seven hundred thirty four million seven hundred fifty eight thousand nine hundred twenty four rupiah and sixty three sen),- which is not colleted.
- Government of Indonesia (GOI) portion (in Local Currency) as amount is Rp. 955.981.440,12,-(Nine hundred fifty five million nine hundred eighty one thousand four hundred forty rupiah and twelve sen),-

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. BUMI KARSA – PT. NINDYA KARYA, JO.



Ir. KAMALUDDIN
Joint Operation Representative

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



Seen by :

Kepala Satuan Kerja Pembangunan
Jalan dan Jembatan Sulawesi Tenggara



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