

CONTRACT AGREEMENT

This Agreement made the 10th day of December, 2009

Between

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

Name : **Ir. H. ALI AMAL, M.Si**
Title : **Pejabat Pembuat Komitmen (PPK) Pembangunan Jalan dan Jembatan V**
Maros – Ujung Lamuru – Watampone, Sinjai – Watampone –
Sengkang – Impa Impa – Tarumpakkae
Address : **Jln. Masjid Raya No. 72 Makassar**

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 146/KPTS/M/2009, dated 23th, January 2009 (hereinafter referred to as **EMPLOYER**)

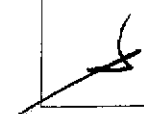

and

Name : **KUKUH BANDIONO PUTRO**
Title : **Managing Director**
Address : **Jln. Let. Jend. S. Parman Kav. 76 Lantai 20, Jakarta**

Being authorized to act for on behalf of PT. PT. Multi Structure duly organized and existing under and virtue of the Laws of the Republic of Indonesia in accordance with the Notary Statement Sunarni, SH. Number 14 dated Mei 16rd 2008 made in Jakarta, (hereinafter referred to as the **CONTRACTOR**)

for

the package number ESS - 01 : Sengkang – Impa Impa – Tarumpakkae (hereinafter referred to as **"WORKS"**), under AusAID Loan No. AIPRD-L002 Eastern Indonesia National Roads Improvement Project (EINRIP)



Employer	Contractor
	

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. : ESS - 01
PACKAGE NAME : Sengkang – Impa Impa – Tarumpakkae

In accordance with this Agreement and the Contract Document as hereinafter defined. The time for completion from the Commencement Date shall be 720 (Seven hundred twenty) calendar days, and Defects Notification Period shall be 365 (Three hundred sixty five) 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.

Employer	Contractor
	

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 100,650,347,589.67** (*One hundred billion six hundred fifty million three hundred forty seven thousand five hundred eighty nine and 67/100 rupiah*) Consisting of :

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. 81,435,281,231.64** (*Eighty one billion four hundred thirty five million two hundred eighty one thousand two hundred thirty one and 64/100 rupiah*)
- Government of Indonesia (GOI) portion (in Local Currency) as amount 11% (eleven percent) of Contract Price excluding Value Added Tax (VAT) is **Rp. 10,065,034,758.97** (*Ten billion sixty five million thirty four thousand seven hundred fifty eight and 97/100 rupiah*)

b. Value Added Tax (PPN) :

- Australian Agency for International Development (AusAID) portion (in Local Currency) as amount is **Rp. 8,143,528,123.16** (*Eight billion one hundred forty three million five hundred twenty eight thousand one hundred twenty three and 16/100 rupiah*) which is not collected
- Government of Indonesia (GOI) portion (in Local Currency) as amount is **Rp. 1,006,503,475.90** (*One billion six million fifty hundred three thousand four hundred seventy five 90/100 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


Kadek Baidiono Putro
Managing Director

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


H. Al Amal, M.Si
Nip-196001011997031006

Employer	Contractor
