

## CONTRACT AGREEMENT

No. : KU.08.08.01-50/ESU-01/NR/A/AIPRD-L002/1209

This Agreement made the 2<sup>nd</sup> day of December, 2009.

Between

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

Name : **CH. UMBOH, ST, MSi**  
Title : **Pejabat Pembuat Komitmen (PPK) Kegiatan Pembangunan Jalan dan Jembatan Molobog – Molibagu - Taludaa of Satuan Kerja NVT Pembangunan Jalan dan Jembatan Provinsi Sulawesi Utara.**  
Address : **Jalan Tikala Ares No. 80, Manado, Sulawesi Utara.**

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. 175/KPTS/M/2009, dated January 23<sup>rd</sup>, 2009 (hereinafter referred to as **EMPLOYER**).

and

Name : **Ir. IMAM SUGIATNO**  
Title : **JO Representative PT. Nindya Karya (Persero) – PT. Bumi Karsa, JO**  
Address : **Jalan Lamadukelleng No. 28, Makassar, Sulawesi Selatan.**



Being authorized to act for on behalf of **PT. Nindya Karya (Persero) – PT. Bumi Karsa, JO** duly organized and existing under and virtue of the Laws of the Republic of Indonesia in accordance with the Notary Statement Frederik Taka Waron, SH. Number 52/W/IV/2009 dated April 23<sup>rd</sup>, 2009 made in Makassar and Notary Statement Khairina, SH. Number 30 dated November 16<sup>th</sup>, 2009 (hereinafter referred to as the **CONTRACTOR**).

for

the package number ESU-01 : Molibagu-Mamalia-Taludaa (herein after 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 here to as follows:



1. In this Agreement, words and expressions shall have the same meanings as are respectively assigned to them in the Contract documents herein after 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.**

Employer	Contractor
	

**PACKAGE NO. : ESU-01.**  
**PACKAGE NAME : Molibagu-Mamalia-Taludaa.**

In accordance with this Agreement and the Contract Document as herein after 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 and construed 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 there to or deductions there from as may be made under the provisions of the Contract is **Rp. 42.663.776.000,00 (Fourty two billion six hundred sixty three million seven hundred seventy six thousand rupiahs).**  
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. 34.518.873.309,09 (Thirty four billion five hundred eighteen million eight hundred seventy three thousand three hundred nine 09/100 rupiahs).**
    - Government of Indonesia (GOI) portion (in Local Currency) as amount 11% (eleven percent) of Contract Price excluding Value Added Tax (VAT) is **Rp. 4.266.377.600,00 (Four billion two hundred sixty six million three hundred seventy seven thousand three six hundred rupiahs).**

Employer	Contractor
	

b. Value Added Tax (PPN) :

- Australian Agency for International Development (AusAID) portion (in Local Currency) as amount is **Rp. 3.451.887.331,91** (Three billion four hundred fifty one million eight hundred eighty seven thousand three hundred thirty one 91/100 rupiahs). which is not collected.
- Government of Indonesia (GOI) portion (in Local Currency) as amount is **Rp. 426.637.760,00** (Four hundred twenty six million six hundred thirty seven thousand seven hundred sixty rupiahs).

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

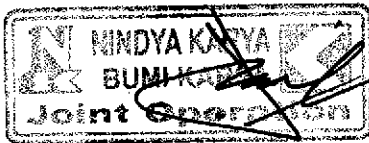
IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed with the laws of the Republic of Indonesia on the day, month and year indicated above.

For and on behalf of the CONTRACTOR

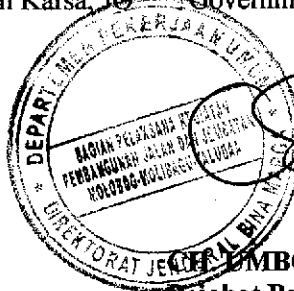
PT. Nindya Karya (Persero)-PT. Bumi Karsa, JO

For and on behalf the EMPLOYER

Government of the Republic of Indonesia



Ir. IMAM SUGIATNO  
JO Representative



ST. LIMBOH, ST,  
Pejabat Pembuat Komitmen  
Kegiatan Pembangunan Jalan dan  
Jembatan Molobog-Molibagu-Taludaa  
of Satuan Kerja Pembangunan Jalan  
dan Jembatan Provinsi Sulawesi Utara