

## SECTION VII - CONTRACT FORMS

(Form No. 1 to Form No. 4)

*Applicable Forms from this Contract Forms section shall either be submitted by the successful Bidder or by Employer, post award of Contract.*

**FORM 1: NOTIFICATION OF AWARD**

*[Insert date]*

To: *[name and address of the Contractor]*

Sub: *Notification of Award for*

Ref: Our NIT No: *(insert number and reference of the NIT)*

Dear Sir or Madam,

With reference to your Bid dated *[insert date]* for execution of the *[insert name of the Contract and identification number, as given in the SCC]* for the Contract Price of the equivalent of *[insert amount in numbers and words] [insert name of currency]*, as corrected and modified in accordance with the Instructions to Bidders is hereby accepted by our Agency.

*[Insert one of the following (x) or (y) options if applicable]*

- (x) We accept that *[insert name proposed by Bidder]* be appointed as the Adjudicator.
- (y) We do not accept that *[insert name proposed by Bidder]* be appointed as Arbitrator, and by sending a copy of this Notification of Award to *[insert name of the Appointing Authority]* we are hereby requesting *[insert name]*, the Appointing Authority, to appoint the Arbitrator in accordance with SCC 7.

The Contract in duplicate is attached hereto. Kindly be advised of the following:

- a) Please confirm your acceptance of this Notification of Award by signing and dating both copies of it, and returning one copy to us no later than 15 days from the date hereof;
- b) Please report to this office to sign the formal Contract Agreement within 15 (fifteen) days of the date of this Notification of Award.
- c) Prior to the signing of Contract Agreement, you are required to submit performance security in the form of a Bank Guarantee/demand draft/cash warrant as per ITB clause 42 and GCC clause 17. The performance security may be submitted in advance or at the time of signing the contract agreement. The bank guarantee/demand draft/cash warrant should be in favour of *(insert appropriate name and designation)*.
- d) The stipulated commencement of the work shall be reckoned from the date of Contract signing.

Kindly acknowledge the receipt of this letter.

Yours sincerely,

[ xyz ]

**FORM 2: CONTRACT AGREEMENT**

This agreement is made the *[insert day]* day of *[insert month]*, *[insert year]* between *[insert name and address of Employer]* (hereinafter called “the Employer”), of the one part, and *[insert name and address of Contractor]* (hereinafter called “the Contractor”) of the other part.

Whereas the Employer desires that the Contractor execute *[name and identification number of Contract]* (hereinafter called “the Works”) and the Employer has accepted the Bid by the Contractor for the execution and completion of such Works and the remedying of any defects therein.

The Employer and the Contractor agree as follows:

- a) In this Contract, words and expressions shall have the same meanings as are respectively assigned to them in the contract documents referred to.
- b) The following documents shall be deemed to form and be read and construed as part of this Agreement:
  - i. The Notification of Award
  - ii. The Bid Submission Form
  - iii. The addenda Nos. (*insert addenda number if any*)
  - iv. The General Conditions of Contract
  - v. The Special Conditions of Contract
  - vi. The Technical Specifications
  - vii. The Drawings
  - viii. The Schedules
- c) In consideration of the payments to be made by the Employer to the Contractor as hereinafter mentioned, the Contractor hereby covenants with the Employer to execute and complete the Works and remedy any defects therein in conformity in all respects with the provisions of the Contract.
- d) The Employer hereby covenants to pay the Contractor in consideration of the execution and completion of the Works and the 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.
- e) This Agreement shall prevail over all other Contract documents.

In Witness whereof the parties thereto have caused this Agreement to be executed on the day, month and year indicated above.

Sign & Seal of Contractor \_\_\_\_\_

Sign & Seal of witness of Contractor:

\_\_\_\_\_

Sign & seal of Employer authorized representative:

\_\_\_\_\_

Binding signature of Employer's representative's signature:

\_\_\_\_\_

**FORM 3: BANK GUARANTEE FOR CONTRACT PERFORMANCE SECURITY**

*[To be provided on the relevant legal document, as per applicable law, in the country of execution]*

Bank Guarantee No. ....

Date.....

To  
[Employer's Address]

Dear Sir/Madam,

In consideration of Employer's name (hereinafter referred to as Employer which expression shall unless repugnant to the context or meaning thereof include its successors, administrators and assigns) having awarded to M/s ..... with its Registered/Head Office at .....(hereinafter referred to as the 'Contractor' which expression shall unless repugnant to the context or meaning thereof, include its successors, administrators, executors and assigns), a Contract by issue of Letter of Award No..... dated ..... valued at .....*[amount of foreign currency in words], [amount in figures], and [amount of local currency in words], [amount in figures]* ..... for .....*(Insert Scope of Contract)* ..... and the Contractor having agreed to provide a Contract Performance Guarantee for the faithful performance of the entire Contract equivalent to ten percent (10%) of the said value of the Contract to Employer.

We .....*(insert Name and Address of the bank issuing the Guarantee)* ..... having its Head Office at ..... hereinafter referred to as the 'Bank' which expression shall, unless repugnant to the context or meaning thereof include its successors, administrators, executors and assigns), do hereby guarantee and undertake to pay Employer, on demand any and all monies payable by the Contractor to the extent of ..... *[insert amount of the Bank Guarantee and its currency]* ..... at any time up to .....@.....*(day/month/year)* without any demur, reservation, contest recourse or protest and or without any reference to the Contractor. Any such demand made by Employer on the Bank shall be conclusive and binding notwithstanding any difference between Employer and the Contractor or any dispute pending before any Court, Tribunal or any other Authority. The Bank undertakes not to revoke this guarantee during its currency without prior consent of Employer.

Employer shall have the fullest liberty without affecting in any way the liability of the Bank under this guarantee from time to time to extend the time for performance of the Contract by the Contractor. Employer, shall have the fullest liberty, without affecting this guarantee to postpone from time to time the exercise of any powers vested in Employer or of any right which they might have against the Contractor and to exercise the same at any time and any manner, and either to enforce or to forbear to enforce any covenants, contained or implied in the Contract between Employer and the Contractor or any other course of remedy or security available to Employer. The Bank shall not be released of its obligations under these presents by any exercise by Employer of its liberty with reference to the matters aforesaid or any of them or by reason or any other acts of omission or commission on the part of Employer or any other indulgence shown by Employer or by any other matter or thing whatsoever which under the law would but for these provisions have the effect of relieving the Bank.

The Bank also agrees that Employer at its option shall be entitled to enforce this guarantee against the Bank as a Principal debtor, in the first instance without proceeding against the Contractor and notwithstanding any security or other guarantee that Employer may have in relation to the Contractor's liabilities.

Notwithstanding anything contained herein above, our liability under this guarantee is restricted to ..... and shall remain in force up to and including ..... and shall be extended from time to time for such period, as may be desired by M/s ..... on whose behalf this guarantee has been given.

All rights of Employer under this guarantee shall be forfeited and the Bank shall be relieved and discharged from all liabilities after the above-mentioned date or from the extended date.

Dated this .....day of .....20 ..... at .....

Witness:

..... (Signature)	..... (Signature)
..... (Name)	..... (Name)
..... (Official Address)	..... (Official Address)

Authorized vide  
Power of Attorney No.....  
Date.....

Note:	((@) This date shall be ninety (90) days beyond the scheduled end of Defect Liability Period of the last equipment covered under the Contract (#) Complete mailing address of the Head Office of the Bank to be given
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**FORM 4: BANK GUARANTEE FOR ADVANCE PAYMENT**

*[To be provided on the relevant legal document, as per applicable law, in the country of execution]*

Bank Guarantee No. ....

Date.....

To

[Employer's address]

Dear Sir/Madam,

In consideration of the Employer Corporation Ltd (hereinafter referred to as Employer) which expression shall unless repugnant to the context or meaning thereof include its successors, administrators, executors and assigns having awarded to M/s..... with its registered/Head Office at ..... (Here-in-after referred to as the Contractor) which expression shall unless repugnant to the context or meaning thereof, include its successors, administrators, executors and assigns, a Contract by issue of Employer 's Notification of Award No. .... dated ..... and the same having been unequivocally accepted by the Contractor resulting in a 'Contract', dated ..... valued at .....*[amount of foreign currency in words], [amount in figures], and [amount of local currency in words], [amount in figures]* ..... for ..... *(insert Scope of Contract)* ..... (Hereinafter called the Contract) and Employer having agreed to make advance payment to the Contractor for performance of the above Contract amounting to .....*[insert currency and amount of the advance]* ....., as an advance against Bank Guarantee to be furnished by the Contractor.

We, ..... *[Insert name and address of the bank issuing Branch]* ..... having its Head Office at ..... (Hereinafter referred to as the 'Bank' which expression shall, unless repugnant to the context of meaning thereof, include its successors, administrators, executors and assigns) do hereby guarantee and undertake to pay Employer immediately on demand any or all monies payable by the Contractor to the extent of ..... *[insert currency and amount of the advance]*.....at any time up to .....@..... without any demur, reservation, contest, recourse or protest and/or without any reference to the Contractor. Any such demand made by Employer on the Bank shall be conclusive and binding notwithstanding any difference between Employer and the Contractor or any dispute pending before any Court, Tribunal, Arbitrator or any other Authority.

Employer shall have the fullest liberty without affecting in any way the liability of the Bank under this guarantee from time to time to vary the advance or to extend the time for performance of the Contract by the Contractor. Employer shall have the fullest liberty, without affecting this guarantee to postpone from time to time the exercise of any powers vested in them or of any right which they might have against the Contractor and to exercise the same at any time in any manner and either to enforce or to forbear to enforce any covenants contained or implied in the Contract between the Employer and the Contractor or any other course or remedy or security available to Employer. The Bank shall not be released of its obligations under these presents by any exercise by Employer of its liberty with reference to the matters aforesaid or any of them or by reason of any other act or forbearance or other acts of omission or commission on the part of Employer or any other indulgence

shown by Employer or by any other matter or thing whatsoever which under law would, but for this provision, have the effect of relieving the Bank.

The Bank also agrees that Employer at its option shall be entitled to enforce this Guarantee against the Bank as a principal debtor, in the first instance without proceeding against the Contractor and notwithstanding any security or other guarantee that Employer may have in relation to the Contractor's liabilities.

Notwithstanding anything contained hereinabove our liability under this guarantee is limited to..... *[insert currency and amount of the advance]*..... and it shall remain in force up to and including ..... and shall be extended from time to time for such period as may be desired by M/s ..... on whose behalf this guarantee has been given.

All rights of Employer under this guarantee shall be forfeited and the Bank shall be relieved and discharged from all liabilities after the above-mentioned date or from the extended date.

Dated this .....day of .....20 ..... at .....

Witness:

..... (Signature)	..... (Signature)
..... (Name)	..... (Name)
..... (Official Address)	..... (Official Address)

Attorney as per  
Power of Attorney No: .....  
Date.....

Note:	(@) This date shall be ninety (90) days beyond the schedule date of Completion of the last Facility covered under the Contract.
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