

Section IX. Contract Forms

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1 Agreement

THIS AGREEMENT is made on this _____ (eg. 3rd) day of _____ (eg. February), _____ (eg. 2009), between _____ of _____ (hereinafter called “the Purchaser”) which expression shall unless repugnant to the context thereof include his successors, heirs, assigns, of the one part, and _____ of _____ (hereinafter called “the Supplier”) which expression shall unless repugnant to the context thereof include his successors, heirs, assigns, of the other part.

WHEREAS the Purchaser had invited bids for certain Goods and Related Services, viz., _____ (eg. Name of bid) vide their bid document number _____, dated _____

AND WHEREAS various applications were received pursuant to the said bid

AND WHEREAS the Purchaser has accepted a Bid by the Supplier for the supply of those Goods and Related Services in the sum of _____ (hereinafter “the Contract Price”).

And in pursuance of having accepted the said bid the parties have agreed to enter into this agreement.

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

1. In this Agreement words and expressions shall have the same meanings as are respectively assigned to them in the Contract referred to.
2. The following documents (collectively referred to as “Contract Documents”) shall be deemed to form and be read and construed as part of this Agreement, viz.:
 - a) The Detailed award of contract;
 - b) The Service level agreement;
 - c) Instructions to Bidders
 - d) The Special Conditions of Contract;
 - e) The General Conditions of Contract;
 - f) The SRS document
 - g) The Scope of Work;
 - h) The Technical Specifications
 - i) The Purchaser’s Notification to the Supplier for Award of Contract;
 - j) Vendor’s response (proposal) to the RFP, including the Bid Submission Sheet and the Price Schedules submitted by the Supplier;
 - k) Appendix A to B & E to O;
 - l) Acceptance of purchaser’s notification

In the event of any discrepancy or inconsistency within the Contract documents, then the documents shall prevail in the order listed above.

3. In consideration of the payments to be made by the Purchaser to the Supplier as indicated in this Agreement, the Supplier hereby covenants with the Purchaser to provide the Goods and Related



Services and to remedy the defects therein and bring them in conformity in all respects with the provisions of the Contract.

4. The Purchaser hereby covenants to pay the Supplier in consideration of the provision of the Goods and Related Services 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.

IN WITNESS whereof the parties hereto have caused this Agreement to be executed in accordance with the laws of _____ on the day, month and year indicated above.

Signed by _____ (Authorised Utility official)

Signed by _____ (for the Supplier)

Witness-1

Witness-2

2 Performance Security

(Bank Guarantee Proforma)

Date: _____

Contract Name and No. : _____

To: _____

WHEREAS _____ (hereinafter called "the Supplier") which expression shall unless repugnant to the context thereof include his successors, heirs, assigns has undertaken, pursuant to Contract No. _____ dated _____, _____ to supply _____ (hereinafter called "the Contract").

AND WHEREAS it has been stipulated by you in the aforementioned Contract that the Supplier shall furnish you with a security _____ issued by a reputable guarantor for the sum specified therein as security for compliance with the Supplier's performance obligations in accordance with the Contract.

AND WHEREAS the undersigned _____, legally domiciled in _____, (hereinafter "the Guarantor") which expression shall unless repugnant to the context thereof include his successors, heirs, assigns have agreed to give the Supplier a security:

THEREFORE WE hereby affirm that we are Guarantors and responsible to you, on behalf of the Supplier, up to a total of _____ and we undertake to pay you without protest and demur, upon your first written demand declaring the Supplier to be in default under the Contract, without cavil or argument, any sum or sums within the limits of _____ as aforesaid, without your needing to prove or to show grounds or reasons for your demand or the sum specified therein.

This security is valid until _____ hours of the _____ day of _____, _____.

Name _____

In the capacity of _____

Signed _____

Duly authorized to sign the security for and on behalf of _____

Date _____