

Section 9 - Contract Forms

This Section contains forms which, once completed, will form part of the Contract. The forms for Performance Security and Advance Payment Security, when required, shall only be completed by the successful Bidder after contract award.

Table of Forms

Letter of Acceptance2

Contract Agreement3

Performance Security4

Advance Payment Security5

Format of Certificate Under GOI Notification No. 108/95 & 84/976

BANK GUARANTEE IN LIEU OF RETENTION MONEY8

Letter of Acceptance

(--- on letterhead paper of the Employer ---)

..... *date* ..

To: (*name and address of the Contractor*)

Subject: *Notification of Award Contract No.*

This is to notify you that your Bid dated *date* for execution of the *name of the contract and identification number, as given in the Appendix to Bid* for the Accepted Contract Amount of the equivalent of *amount in numbers and words and name of currency*, as corrected and modified in accordance with the Instructions to Bidders is hereby accepted by our Agency.

You are requested that, within 28 days of the date of this Letter of Acceptance, you:

- (a) provide the requisite Performance Security in accordance with the provisions of Clause 49 of the General Conditions of Contract in the amount of 10% of the above Contract Price;
- (b) provide the requisite proof of insurance in accordance with the provisions of Clause 13 of the General Conditions of Contract; and
- (c) prepare the Form of Agreement, in duplicate, on Government Stamp Paper and meet with the undersigned at the address provided during normal office hours on any working day the to sign the said Agreement.

One copy of the signed Agreement will be provided to you for your files, while the other copy will remain with us.

Authorized Signature:

Name and Title of Signatory:

Name of Agency:

Attachment: Contract Agreement

Contract Agreement

THIS AGREEMENT made thisday of, . . . between, Local Self Government Department of the Government of Rajasthan, represented by the Project Director, Rajasthan Urban Infrastructure Development Project, AVS Building, Jawahar Circle, Malviya Nagar, Jaipur, Rajasthan. (hereinafter "the Employer"), of the one part, and *name of the Contractor*.(hereinafter "the Contractor"), of the other part:

WHEREAS the *Employer* desires that the Works known as *name of the Contract*.should be executed by the Contractor, and has accepted a Bid by the Contractor for the execution and completion of these Works and the remedying of any defects therein,

The Employer and the Contractor agree as follows:

1. In this Agreement words and expressions shall have the same meanings as are respectively assigned to them in the Contract documents referred to.
2. The following documents shall be deemed to form and be read and construed as part of this Agreement. This Agreement shall prevail over all other Contract documents.
 - (a) the Letter of Acceptance
 - (b) the Bid
 - (c) the Addenda Nos *insert addenda numbers if any*.
 - (d) the Particular Conditions
 - (e) the General Conditions;
 - (f) the Specification
 - (g) the Drawings; and
 - (h) The Priced Bill of Quantities;
 - (i) The Schedules of Supplementary Information,
3. 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.
4. 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.

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

Signed by
for and on behalf of the Employer

Signed by
for and on behalf the Contractor

in the presence of:

in the presence of:

Witness, Name, Signature, Address, Date

Witness, Name, Signature, Address, Date

Performance Security

Bank's Name, and Address of Issuing Branch or Office

Beneficiary: Executive Engineer, IPIU, RUSDIP, _____[Address]

Date:

Performance Guarantee No.:

We have been informed that *name of the Contractor*. (hereinafter called "the Contractor") has entered into Contract No. *reference number of the Contract*. dated with you, for the execution of *name of contract and brief description of Works*. (hereinafter called "the Contract").

Furthermore, we understand that, according to the conditions of the Contract, a performance guarantee is required.

At the request of the Contractor, we *name of the Bank*. hereby irrevocably undertake to pay you any sum or sums not exceeding in total an amount of *name of the currency and amount in figures* ¹ (*amount in words*.) such sum being payable in the types and proportions of currencies in which the Contract Price is payable, upon receipt by us of your first demand in writing accompanied by a written statement stating that the Contractor is in breach of its obligation(s) under the Contract, without your needing to prove or to show grounds for your demand or the sum specified therein.

This guarantee shall expire, no later than the Day of , ², and any demand for payment under it must be received by us at this office on or before that date.

This guarantee is subject to the Uniform Rules for Demand Guarantees, ICC Publication No. 458, except that subparagraph (ii) of Sub-article 20(a) is hereby excluded.

.....
Seal of Bank and Signature(s)

-- Note --

All italicized text is for guidance on how to prepare this demand guarantee and shall be deleted from the final document.

¹ *The Guarantor shall insert an amount representing the percentage of the Contract Price specified in the Contract and denominated either in the currency(ies) of the Contract or a freely convertible currency acceptable to the Employer. If the bank issuing the performance security is located outside the country of the Employer, it shall have a correspondent financial institution located in the country of the Employer.*

² *Insert the date twenty-eight days after the last Defects Correction Period. The Employer should note that in the event of an extension of the time for completion of the Contract, the Employer would need to request an extension of this guarantee from the Guarantor. Such request must be in writing and must be made prior to the expiration date established in the guarantee. In preparing this guarantee, the Employer might consider adding the following text to the form, at the end of the penultimate paragraph: "The Guarantor agrees to a one-time extension of this guarantee for a period not to exceed [six months][one year], in response to the Employer's written request for such extension, such request to be presented to the Guarantor before the expiry of the guarantee."*

Advance Payment Security

Bank's Name, and Address of Issuing Branch or Office

Beneficiary: Executive Engineer, IPIU, RUSDIP, _____[Address]

Date:.....

Advance Payment Guarantee No.:

We have been informed that *name of the Contractor*. (hereinafter called "the Contractor") has entered into Contract No. *reference number of the Contract*. dated with you, for the execution of *name of contract and brief description of Works*. (hereinafter called "the Contract").

Furthermore, we understand that, according to the Conditions of the Contract, an advance payment in the sum *name of the currency and amount in figures* ¹. (*amount in words*.) is to be made against an advance payment guarantee.

At the request of the Contractor, we *name of the Bank*. hereby irrevocably undertake to pay you any sum or sums not exceeding in total an amount of *name of the currency and amount in figures**. (*amount in words*.) upon receipt by us of your first demand in writing accompanied by a written statement stating that the Contractor is in breach of its obligation under the Contract because the Contractor used the advance payment for purposes other than the costs of mobilization in respect of the Works.

It is a condition for any claim and payment under this guarantee to be made that the advance payment referred to above must have been received by the Contractor on its account number *Contractor's account number*. at *name and address of the Bank*.

The maximum amount of this guarantee shall be progressively reduced by the amount of the advance payment repaid by the Contractor as indicated in copies of interim statements or payment certificates which shall be presented to us. This guarantee shall expire, at the latest, upon our receipt of a copy of the interim payment certificate indicating that eighty (80) percent of the Contract Price has been certified for payment, or on the . . . day of ,², whichever is earlier. Consequently, any demand for payment under this guarantee must be received by us at this office on or before that date..

This guarantee is subject to the Uniform Rules for Demand Guarantees, ICC Publication No. 458.

..... *Seal of Bank and Signature(s)*

-- Note --

All italicized text is for guidance on how to prepare this demand guarantee and shall be deleted from the final document.

¹ *The Guarantor shall insert an amount representing the amount of the advance payment denominated either in the currency(ies) of the advance payment as specified in the Contract, or in a freely convertible currency acceptable to the Employer. If the bank issuing the performance security is located outside the country of the Employer, it shall have a correspondent financial institution located in the country of the Employer.*

² *Insert the expected expiration date of the Time for Completion. The Employer should note that in the event of an extension of the time for completion of the Contract, the Employer would need to request an extension of this guarantee from the Guarantor. Such request must be in writing and must be made prior to the expiration date established in the guarantee. In preparing this guarantee, the Employer might consider adding the following text to the form, at the end of the penultimate paragraph: "The Guarantor agrees to a one-time extension of this guarantee for a period not to exceed [six months][one year], in response to the Employer's written request for such extension, such request to be presented to the Guarantor before the expiry of the guarantee."*

Format of Certificate Under GOI Notification No. 108/95 & 84/97

**Government of Rajasthan
Office of the Project Director**

Rajasthan Urban Infrastructure Development Project

(AVS Building, Jawahar Circle, JLN Marg, Malviya Nagar, Jaipur-17)

Tel: 0141-2721966, 2545831

Fax: 2721919

No.:RUIDP/PMU/ESS.CERT/

Dated:

CERTIFICATE UNDER NOTIFICATION NO. 108/95

We have placed an order on M/s (Name of Firm and Address) _____
for the work of Package No. _____ amounting to
Rs. _____ (In words) vide Notice to Proceed no. _____ dated _____.

It is certified that M/s (Name of Firm and Address) _____
_____, requires to purchase following materials for the work of above package no.
_____ under Rajasthan Urban Sector Development Investment Program (RUSDIP).

S. No.	Items	Unit	Qty.

We hereby certify that the above material is required for use of Rajasthan Urban Sector Development Investment Program (RUSDIP) being implemented under Urban Development Department of Government of Rajasthan. We further certify that this project Rajasthan Urban Sector Development Investment Program (RUSDIP)-Project-1 is being financed by Asian Development Bank through loan No. 2366-IND duly approved by Government of India for Urban Infrastructure Development of fifteen major towns of the State of Rajasthan.

This certificate is being issued in pursuance of the requirement under Government of India (Ministry of Finance, Department of Revenue) Notification No. 108/95 dated 28.8.1995 as amended up to date. Excise Duty Exemption may be allowed against above referred material.

[Name]
Executive Engineer cum Project Manager
IPIU, project city, RUSDIP

[Name]
Project Director, RUIDP
Jaipur

Countersigned by:

[Name]
Secretary Finance (Revenue)
Government of Rajasthan

Government of Rajasthan
Office of the project Director
Rajasthan Urban Infrastructure Development Project
(AVS Building, Jawahar Circle, JLN Marg, Malviya Nagar, Jaipur-17)

Tel: +91-141-2721966, 2545831

Fax: +91-141-2721919

No.: RUIDP/PMU/CUS.CERT/

Dated:

CERTIFICATE UNDER NOTIFICATION NO. 84/97

We have placed an order on M/s [Insert name of Contractor and address] for the work of the _____ under bid package number _____, in the amount of I Insert the contract amount in figures and words / vide Notice to Proceed No. _____ dated _____. It is certified the M/s [Name of Contractor and address] is required to purchase the following plant, materials and equipment which will be incorporated into and form a part of the Permanent Works to be constructed under this Contract Package No. _____ under Rajasthan Urban Sector Development Investment Program (RUSDIP)..

Sl. No.	Item	Unit	Quantity

We hereby certify that the above plant, material and equipment are required for use of the under Rajasthan Urban Sector Development Investment Program (RUSDIP). being implemented under the Urban Development Department of the Government of Rajasthan. We further certify that the Rajasthan Urban Sector Development Investment Program (RUSDIP)-Project 1 is being financed by the Asian Development Bank (ADB) through Loan No. 2366-IND, duly approved by the Government of India for urban infrastructure development of fifteen major towns of the State of Rajasthan. We also certify that the condition of giving an essentiality certificate for claiming custom duty exemption exists at Sub-Clause Nos. 18.1 of Section 2, Bid Data sheet, which forms a part of the Contract Agreement with this organization.

This Certificate is being issued in pursuance to the requirement under Government of India (Ministry of Finance, Department of Revenue) Notification No. 84/97 dated 1.11.1997 as amended up to date. Custom Duty exemption may be allowed against the above referred plant, materials and equipment.

[Name]
Executive Engineer cum Project Manager
IPIU, project city, RUSDIP

[Name]
Project Director, RUIDP
Jaipur

Countersigned by:

[Name]
Secretary Finance (Revenue)
Government of Rajasthan

BANK GUARANTEE IN LIEU OF RETENTION MONEY

To: Executive Engineer,
Investment Program Implementation Unit, RUSDIP.
Project City [Address]

Name of Contract: [Package Name]

Gentlemen:

In accordance with the provisions of the Conditions of Contract, Sub-Clause 42 ("Retention Money") of the above mentioned Contract, _____ [name and address of Contractor] (hereinafter called "the Contract") shall deposit with *E.E RUSDIP, [Project City]* a bank guarantee to guarantee his proper and faithful performance under the said Clause of the Contract in an amount of _____ [amount of Guarantee] _____ [in words].

We, the _____ [bank or financial institution], as instructed by the Contractor, agree unconditionally and irrevocably to guarantee as primary obligatory and not a Surety merely, the payment to *E.E RUSDIP, [Project City]* on its first demand without whatsoever right of objection on our part and without its first claim to the Contractor, in the amount not exceeding _____ [amount of Guarantee] _____ [in words].

We further agree that no change or addition to or other modification of the terms of the Contract or of Works to be performed there under or of any of the Contract documents which may be made between *E.E RUSDIP, [Project City]* and the Contractor, shall in any way release us from any liability under this guarantee, and we hereby waive notice of any such change, addition or modification.

This guarantee shall remain valid and in full effect from the date of issue of Notice to Proceed under the contract up to the date of end of defect liability period of Contract.

Our bank Guarantee is valid up to (Date of end of defect liability period) and will expire on (Date of end of defect liability period).

"Notwithstanding anything contained herein,

- a) Our liability under this Bank Guarantee shall not exceed (amount of Guarantee).
- b) This bank Guarantee shall be valid up to (Date of end of defect liability period).
- c) We are liable to pay the guaranteed amount or part thereof under this bank guarantee only and only if you serve upon us a written claim or demand on or before (date of end of defect liability period).

In witness whereof the bank, through its authorised officer, has set its hand and stamps on this.

Yours truly,

SIGNATURE AND SEAL: _____
 Name of Bank/Financial _____
 Institution: _____
 Address: _____
 Date: _____