

# ANNEXURE 15

## DRAFT CONTRACT /AGGREEMENT FORM

### Notification of Award

(On Procuring agency/Employer's letterhead)

Letter of Acceptance

[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 Bid Data Sheet] . . . . for the  
Accepted Contract Amount of the equivalent of . . . . [amount in words and figures and name of  
currency]. . . . , as corrected and modified in accordance with the Instructions to Bidders, is  
hereby accepted by our Agency.

You are requested to furnish the Performance Security within 28 days in accordance with the  
Conditions of Contract, using for that purpose the Performance Security Form included in Section  
9 (Contract Forms) of the Bidding Document.

Authorized Signature: .....

Name and Title of Signatory: .....

Name of Agency: .....

Attachment: Contract Agreement

## Form of Contract

THIS AGREEMENT made the \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_ between *[name and address of Procuring agency/Employer]* of Pakistan (hereinafter called “the Procuring agency/Employer”) of the one part and *[name of Contractor]* of *[city and country of Contractor]* (hereinafter called “the”) of Contractor other part:

WHEREAS the Procuring agency/Employer desired that the works *[brief description of works]* should be executed by the contractor, and has accepted a Bid by the contractor for the execution and completion of these works and remedying of any defects therein, in the sum of *[contract price in words and figures]* (hereinafter called “the Contract Price”).

### **NOW THIS CONTRACT WITNESSETH AS FOLLOWS:**

1. In this Contract words and expressions shall have the same meanings as are respectively assigned to them in the Conditions of Contract referred to.
2. The following documents shall be deemed to form and be read and construed as part of this Contract, In the event of any ambiguity or conflict between the Contract Documents listed below, the order of precedence shall be the order in which the Contract Documents are listed below:-
  - (a) This form of Contract;
  - (b) Letter of Acceptance;
  - (c) the Form of Bid and the Price Schedule submitted by the Bidder;
  - (d) the Works Requirements;
  - (e) the Technical Specifications;
  - (f) the Drawings;
  - (g) the General Conditions of the Contract
  - (h) the Special Conditions of Contract,
  - (i) the completed schedule including Bill of Quantities; and
  - (j) *[add here: any other documents]*
3. In consideration of the payments to be made by the Procuring agency/Employer to the contractor as mentioned in this contract, the contractor hereby covenants with Procuring agency/Employer to execute the works to remedy defects therein in conformity in all respects with the provisions of the Contract.
4. The Procuring agency/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 Contract to be executed in accordance with their respective laws the day and year first above written.

|                                                                                        |                                                                         |
|----------------------------------------------------------------------------------------|-------------------------------------------------------------------------|
| Signed, sealed, delivered by<br>_____ the _____<br>(for the Procuring agency/Employer) | Signed, sealed, delivered by<br>_____ the _____<br>(for the Contractor) |
| Witness to the signatures of the Procuring<br>agency/Employer<br>.....                 | Witness to the signatures of the Contractor<br>.....                    |

## Performance Guarantee Form

To: *[name of Procuring agency/Employer]*

WHEREAS *[name of Contractor]* (hereinafter called "the contractor") has undertaken, in pursuance of Contract No. *[reference number of the contract]* dated *[insert date]* for the execution of *[insert name of the works and its brief description]* (hereinafter called "the Contract").

AND WHEREAS it has been stipulated by you in the said Contract that the contractor shall furnish you with a Bank Guarantee by a reputable bank for the sum specified therein as security for compliance with the Contractor's performance obligations in accordance with the Contract.

AND WHEREAS we have agreed to give the Contractor a guarantee:

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

This guarantee is valid until the: *[insert date]*

Signature and seal of the Guarantors

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*[name of bank or financial institution]*

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*[address]*

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*[date]*