

Section IX. Contract Forms

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Agreement

THIS AGREEMENT made the _____ day of _____, _____, between _____ of _____ (hereinafter “the Purchaser”), of the one part, and _____ of _____ (hereinafter “the Supplier”), of the other part:

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

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 shall be deemed to form and be read and construed as part of this Agreement, viz.:
 - (a) the Purchaser’s Notification to the Supplier of Award of Contract;
 - (b) the Bid Submission Sheet and the Price Schedules submitted by the Supplier;
 - (c) the Special Conditions of Contract;
 - (d) the General Conditions of Contract;
 - (e) the Schedule of Supply; and
 - (f) _____.

This Contract shall prevail over all other Contract documents. 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 defects therein 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 _____ (for the Purchaser)

Signed by _____ (for the Supplier)

Performance Security

Date: _____

Contract Name and No. : _____

To: _____

WHEREAS _____ (hereinafter “the Supplier”) has undertaken, pursuant to Contract No. _____ dated _____, _____ to supply _____ (hereinafter “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”), 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, 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 the _____ day of _____, _____.

Name _____

In the capacity of _____

Signed _____

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

Date _____

Advance Payment Security

Date: _____

Contract Name and No. : _____

To: _____

In accordance with the payment provision included in the Contract, in relation to advance payments, _____ (hereinafter called “the Supplier”) shall deposit with the Purchaser a security consisting of _____, to guarantee its proper and faithful performance of the obligations imposed by said Clause of the Contract, in the amount of _____.

We, the undersigned _____, legally domiciled in _____ (hereinafter “the Guarantor”), as instructed by the Supplier, agree unconditionally and irrevocably to guarantee as primary obligor and not as surety merely, the payment to the Purchaser on its first demand without whatsoever right of objection on our part and without its first claim to the Supplier, in the amount not exceeding _____.

This security shall remain valid and in full effect from the date of the advance payment received by the Supplier under the Contract until _____, _____.

Name _____

In the capacity of _____

Signed _____

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

Date _____

**GOVERNMENT OF MEGHALAYA
OFFICE OF THE PROJECT DIRECTOR
STATE INVESTMENT PROJECT MANAGEMENT AND IMPLEMENTATION UNIT
ASIAN DEVELOPMENT BANK- ASSISTED NERCCDIP-PROJECT
URBAN AFFAIRS COMPLEX, DHANKHETI, SHILLONG.
E-mail projectdir_ sipmiu@bsnl.in, Phone No. 0364-2505463.**

Essentiality Certificate

TO WHOME SOEVER IT MAY CONCERN

This is to certify that the work of -----(Package No. & Name of work)-----
-----has been awarded to ----- (Name of contractor)-----amount to Rs-----
----(Amount of contract agreement) -----only by the State Investment Project
Management and Implementation Unit (SIPMIU) under North Eastern Region Capital Cities
Development Investment Programme (NERCCDIP) of Urban Affairs Department Government
of Meghalaya and that this project has duly been approved by Government of India. The
project is funded by Asian Development Bank under loan agreement no-IND between
Government of India and Asian Development Bank and being implemented by the Urban
Affairs Department of Meghalaya from(month & year) to (month & year).

It is certified that M/s----- (Name of Contractor)-----for the
above project requires to purchase----- (Quantity of material and name of material) --
-----under work----- (Package No and Name of Work)-----.

It is further certified that the aforesaid material is required for the execution of the said project.

(Name)
Project Manager, SIPMIU
NERCCDIP, Shillong

(Name)
Project Director, SIPMIU
NERCCDIP, Shillong

Countersigned
(Name)
Secretary Finance Department
Government of Meghalaya