

Section 9: Contract Forms

Table of Forms

Agreement	2
Performance Security.....	3
Advance Payment Security	4

Agreement

THIS AGREEMENT made the day of , 20 , between
..... of (hereinafter called “the Procuring
Entity) of the one part, and of
(hereinafter called “the Supplier”), of the other part:

WHEREAS the Procuring Entity invited bids for certain Services and Related Goods, viz.,
..... and has accepted a Bid by the Supplier
for the provision of those Services and Related Goods in the sum of
..... (hereinafter called “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 General Conditions of Contract;
 - (b) the Special Conditions of Contract;
 - (c) the Statement of Requirements;
 - (e) the Bid Submission Sheet and the Price Schedules submitted by the Supplier;
 - (f) the Procuring Entity’s Notification to the Supplier of award of Contract; and
 - (g) Letter of Acceptance
3. In consideration of the payments to be made by the Procuring Entity to the Supplier as indicated in this Agreement, the Supplier hereby covenants with the Procuring Entity to provide the Services and Related Goods and to remedy defects therein in conformity in all respects with the provisions of the Contract.
4. The Procuring Entity hereby covenants to pay the Supplier in consideration of the provision of the Services and Related Goods 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 on the day, month and year indicated above.

Namein the capacity of

Signature.....(for the Procuring Entity)

Witness Name.....Signature.....

Namein the capacity of

Signature.....(for the Supplier)

Witness Name.....Signature

Performance Security

Date:

Procurement Reference Number:

To:

WHEREAS (hereinafter called “the Supplier”) has undertaken, pursuant to Contract No. dated, 20 to provide..... (hereinafter called “the Contract”).

AND WHEREAS it has been stipulated by you in the aforementioned Contract that the Supplier shall furnish you with a Performance 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 called “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, 20....

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

Name In the capacity of

Signed

Duly authorised to sign the authorisation for and on behalf of

Dated on day of, 20....

Advance Payment Security

Date:

Procurement Reference Number:

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 Procuring Entity 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, 20 ...

Name In the capacity of

Signed

Duly authorised to sign the authorisation for and on behalf of

.....

Dated on day of; 20.....