

Section 9 - Contract Forms

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Letter of Acceptance

----- On letterhead paper of the Employer -----

_____ [DD, Month, YYYY]

To: _____ [Name and address of the Contractor]

Subject: Notification of Award Contract No. _____

This is to notify you that your **Bid** dated _____ [DD, Month, YYYY] consisting of the Technical and Price Bids for execution of Package No. _____ for construction of 10 houses in _____ massif, located _____ km from _____ village/town, in district of _____, _____ province, for the Accepted Contract Amount of UZS _____ [amount in numbers] _____ [amount in words], 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**.

We accept that differences will be adjudicated in order established by legislation in _____ [insert the name of Court].

Authorized Signature: _____

Name and Title of Signatory: _____

Name of Agency: _____

Attachment: Contract Agreement

Contract Agreement

THIS AGREEMENT made on [REDACTED] [DD, Month, YYYY], between **Qishloq Qurilish Invest, the Employer** (hereinafter "**the Employer**"), of the one part, and [REDACTED] [Name of the Contractor] (hereinafter "**the Contractor**"), of the other part:

WHEREAS the **Employer** desires that the **Works** known as Package No. [REDACTED] for construction of 10 houses in [REDACTED] massif, located [REDACTED] km from [REDACTED] village/town, in district of [REDACTED], [REDACTED] province, 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 Letters of Technical and Price Bid
 - (c) the Particular Conditions (Section 8);
 - (d) the General Conditions (Section 7);
 - (e) the Specification (Section 6)
 - (f) the Drawings; and (Section 6)
 - (g) the completed Schedules (including the Bill of Quantities (or Schedules of Prices for lump sum contracts)) (Section 6), and
 - (h) any other document listed in the PCC as forming part of the Contract (the Addenda No. [REDACTED] [insert addenda numbers if any]).
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 the **Republic of Uzbekistan** on [REDACTED] [DD, Month, YYYY] indicated above.

Signed by [REDACTED]
for and on behalf of the Employer
in the presence of:
Witness, Name, Signature [REDACTED]
Address and Date [REDACTED]

Signed by [REDACTED]
for and on behalf the Contractor
in the presence of:
Witness, Name, Signature [REDACTED]
Address and Date [REDACTED]

Performance Security

Note to Bidders: this performance security in form of a bank guarantee issued by a bank, shall NOT be supplied by the HIRD participating commercial bank financing this contract package (for Tranche 1 QQB, who is the sole participating commercial bank, is not allowed to issue any bank guarantees related to these contracts).

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

Beneficiary: Qishloq Qurilish Invest at _____ [address]

Date: _____ [DD, Month, YYYY]

Performance Guarantee No.: _____

We have been informed that _____ [Name of the Contractor] (hereinafter called "the Contractor") has entered into **Contract No.** _____ dated _____ [DD, Month, YYYY], with you, for the execution of **Package No.** _____ for the construction of 10 houses in _____ massif, located _____ km from _____ village/town, in district of _____, _____ province (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 UZS _____ (i.e., **ten (10) percent** of the Accepted Contract Amount) _____ [amount in words], such sum being 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 on _____ [DD, Month, YYYY] (no later than 28 days after the expected completion date), and any demand for payment under it must be received by us at this office on or before that date.

The Guarantor agrees to a one-time extension of this guarantee for a period not to exceed three months, 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.

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)

Advance Payment Security

Note to Bidders: this advance payment security in form of a bank guarantee issued by a bank, shall NOT be supplied by the HIRD participating commercial bank financing this contract package (for Tranche 1 QQB, who is the sole participating commercial bank, is not allowed to issue any bank guarantees related to these contracts).

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

Beneficiary: Qishloq Qurilish Invest at [Address]

Date: [DD, Month, YYYY]

Advance Payment Guarantee No.: []

We have been informed that [Name of the Contractor] (hereinafter called "**the Contractor**") has entered into **Contract No.** [], dated [DD, Month, YYYY], with you, for the execution of **Package No.** [] for construction of 10 houses in [] massif, located [] km from [] village/town, in [] district of [] province (hereinafter called "**the Contract**"). Furthermore, we understand that, according to the **Conditions of the Contract**, an advance payment in the sum of UZS [amount in figures] ([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 UZS [amount in figures] ([amount in words]) (i.e. not exceeding twenty five (25) percent of the Accepted Contract Price) 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** 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 [DD, Month, YYYY] (expiration date of the Time for Completion), whichever is earlier. Consequently, any demand for payment under this guarantee must be received by us at this office on or before that date.

The Guarantor agrees to a one-time extension of this guarantee for a period not to exceed **six months**, 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.

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

Seal of Bank and Signature(s)