

## Contract Agreement

THIS AGREEMENT made the 23<sup>rd</sup> day of June, 2010, between Ministry of Energy and Water of Islamic Republic of Afghanistan (hereinafter "the Employer"), of the one part, and M/s Gulf Engineering & Consult. Co in JV with Energomonolstroy, Russia (hereinafter "the Contractor"), of the other part:

Whereas the Employer is desirous that the Contractor execute **Construction of Machalgho Irrigation Project (MEW/1031/ICB)** (hereinafter called "the Works") and the Employer has accepted the Bid by the Contractor for the contract price of **AFA 1,470,855,731 (Afghani One billion four hundred seventy million and eight hundred fifty five thousand and seven hundred thirty one only)** for the execution and completion of these Works and the remedying of any defects therein,

Note:-Exchange rate 1 USD =47.81 Afghani (The date of bid submission of bid opening ,April 13<sup>th</sup> 2010

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.
  - (i) the Letter of Acceptance
  - (ii) the Letter of Bid
  - (iii) the addenda Nos \_\_\_\_\_ (if any)
  - (iv) the Particular Conditions
  - (v) the General Conditions;
  - (vi) the Specification
  - (vii) the Drawings; and
  - (viii) the completed Schedules,
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.

