



ROYAL GOVERNMENT OF BHUTAN
Dzongkhag Administration
Jakar : Bumthang



JKD/Proc- 01/2018-2019/

679

Date.17/08/2018

- 1 M/s K.Norkel Supplies, Punakha
- 2 Lekhi wangmo T/khang Bumthang
- 3 Sangay Sales Enterprise
- 4 Karma Enterprise Bumthang
- 5 Tashi Dendup, Bumthang

Sub: Letter of Award (Acceptance)

This is to notify you that your firm has been selected for the Supply of **Hard ware items for the finical year 2018-2019**. You are kindly requested to supply the goods as per the Tender terms and condition. The quotation is valid till 30th June 2019.

(a) Confirm your acceptance of this notification of Award by signing and dating both copies of it and returning one copy to us no later than 15 days from the date here

(b)The bid security of Nu.40,000/ only Which have been submitted along the bid shall be retained with the Dzongkhag Administration Jakar Bumthang as performance security deposit as per the instruction to Bidder 24.1 of the bidding document. Therefore you are requested to sign a contract agreement with Dzongkhag within 15 days, failing to sign the contract agreement will result in forfeiture of the bid security as per the clause no. 47.3 of the bidding document and the contract award to the next lowest evaluated bidder.

Attached herewith a copy of "Contract Agreement For" to be duly filled by the bidders and send it through the given mail address: djamtsho@bumthang.gov.bt.

Dasho Dzongdag,
Chairman
Dzongkhag Tender Committee

DZONGDAG
DZONGRAB
ACCOUNTS OFFICER

Tel. # 631100 (O)
Tel. # 631262 (O)
631284 (O)

Fax # 631200

631110 (R)
631771 (R)

Contract Agreement

[The successful Bidder shall fill in this form in accordance with the instructions indicated]

THIS CONTRACT AGREEMENT made the *[insert number]* day of *[insert month]*, *[insert year]*,

BETWEEN

- (1) Dzongkhag Administration, Bumthang, a Government of Bhutan, and having its principal place of business at Bumthang (hereinafter called "the Purchaser"), and
- (2) *[insert name of Supplier.....]*, a corporation incorporated under the laws of *[insert: country of Supplier.....]* and having its principal place of business at *[insert: address of Supplier.....]* (hereinafter called "the Supplier").

WHEREAS the Purchaser invited Bids for certain Goods and ancillary services, viz., *[insert brief description of Goods and Services.....]* and has accepted a Bid by the Supplier for the supply of those Goods and Services in the sum of *[insert Contract Price in words and figures, expressed in the Contract currency/ies]* (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 Conditions of Contract referred to.

2. The following documents shall constitute the Contract between the Purchaser and the Supplier, and each shall be read and construed as an integral part of the Contract, viz.:

- (a) This Contract Agreement;
- (b) Terms and Conditions;
- (c) Technical Requirements (including Schedule of Supply and Technical Specifications); **(Item list)**
- (e) The Original Supplier's Bid Bid security
- (f) The Purchaser's Notification of Award of Contract;
- (g) The form of Performance Security;
- (h) *[insert here any other document(s) forming part of the Contract]*

3. 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.

4. In consideration of the payments to be made by the Purchaser to the Supplier as hereinafter mentioned, the Supplier hereby covenants with the Purchaser to provide the Goods and Services and to remedy defects therein in conformity in all respects with the provisions of the Contract.

5. 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 Bhutan on the day, month and year indicated above.

For and on behalf of the Purchaser

Signed:.....
in the capacity of.....

in the presence of
in the capacity of.....

For and on behalf of the Supplier

Signed:
in the capacity of.....

in the presence of.....
Witness.....