

CONTRACT AGREEMENT

THIS CONTRACT AGREEMENT made on the..... [Day] of [Month], 2019
BETWEEN

- (1) **The Pema Gatshel Dzongkhag Administration** an agency of the **Ministry of Home and Cultural affairs** of the Government of Bhutan, or Corporation incorporated under the laws of Bhutan and having its principal place of Business at Pema Gatshel Dzongkhag (hereinafter called “the purchaser”), and
- (2) (Supplied) M/s a corporation incorporated under the laws of and having its principal place of business at address of the Supplier..... (Hereinafter called “the supplier :)

WHERE AS the purchaser invited bids for the [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 as per the quoted rate in BoQ / Comparative statement in Bhutan Currency (here after called the” Contract Price”)

NOW THIS AGREEMENT WITNESS AS FOLLOWS:

1. In this agreement words and expression shall have the same meaning as are respectively assigned rate to them in the Condition of contract referred to.

-
2. The following document 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 (special term/General term of contract);
 - (c) The supplier's Bid, original Price Schedule and schedule of supply;
 - (d) The purchaser's Notification of Award of Contract;
 - (e) The form of Performance security/ stated in acceptance letter. (Nu.)
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 the consideration of the payments to be made by the purchaser to the supplier a hereafter mentioned the supplier here by covenants with the Purchaser to provide goods and services and to remedy defects therein in conformity in all respects with the provision 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 the defects therein, the Contract Price or such other sum as may become payable under the provision of the contract at the times and in the manner prescribed by the Contract.
 6. The quality and quantity of goods and services shall be examined during inspection and defects will be sent for repelcement.
 7. The supplier shall maintain ready stock of the items required for prompt services to fulfill the requirement of the purchaser even during short notice.
 8. The purchaser reserves the right to place order for any items within the preview of Items covered in the quoted rate.
 9. The supplier shall be responsible to employ caterer. (Purchaser will not entertain caterer)
 10. If the award of contract fails will be awarded to the second lowest and note the performance of failing supplier in the future participation in such contract work.

IN WITNESS where of 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

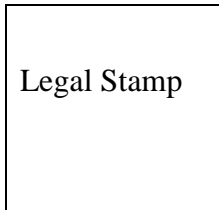
Signed: [Signature].....

In the capacity of [designation].....

In the presence of [insert signature].....

[Insert identification of official witness].....

For and on behalf of the supplier



Signed: [insert signature of the authorized representative(s) of the Supplier].....

In the capacity of [insert signature].....

In the presence of [insert signature].....

[Insert identification of official witness].....