

SECTION VI CONTRACT FORMS 1

I. Contract Agreement 2

II. Performance Security 3

III. Bank Guarantee for Advance Payment 4



SECTION VII CONTRACT FORMS

I. Contract Agreement

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

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

BETWEEN

- (1) *[insert complete name of Purchaser]*, a Purchaser registered under the the laws of Bhutan and having its principal place of business at *[insert address of Purchaser]* (hereinafter called “The Purchaser”), *and*

- (2) *[insert name of Supplier]*,..... 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 related 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) The Purchaser’s Notification of Award of Contract;
 - (c) Integrity Pact;
 - (d) The Special Conditions of Contract;
 - (e) The General Conditions of Contract;
 - (f) Technical Requirements (including Schedule of Supply and Technical Specifications.)
 - (g) The Supplier’s Bid and original Price Schedules;
 - (h) The form of Performance Security;
 - (i) The form of Bank Guarantee for Advance Payment;
 - (j) Minutes of Contact Negotiation Meeting (if any)
 - (k) *[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:..... [insert signature, affix legal stamp]
in the capacity of [insert title or other appropriate designation]

in the presence of[insert signature] [insert identification of official witness]

For and on behalf of the Supplier

Signed:.....[insert signature of authorized representative(s) of the Supplier, affix legal stamp]
in the capacity of[insert title or other appropriate designation]

in the presence of.....[insert signature] [insert identification of official witness]



II. Performance Security

[The bank, as requested by the successful Bidder, shall fill in this form in accordance with the instructions indicated]

Date:..... *[Insert date (as day, month, and year) of Bid submission]*

Tender No. *[Insert tender number]*

Name of the Tender: *[Insert name of the tender]*

Bank’s Branch or Office:..... *[insert complete name of Guarantor]*

Beneficiary:*[insert complete name of the Purchaser]*

PERFORMANCE GUARANTEE No.:.....*[insert Performance Guarantee number]*

At the request of the Supplier, we hereby irrevocably undertake to pay you any sum(s) not exceeding..... *[insert amount(s)¹ in figures and in words]* upon receipt by us of your first demand in writing declaring the Supplier to be in default under the Contract, without cavil or argument, or you needing to prove or to show grounds or reasons for your demand or the sum specified therein.

This Guarantee shall expire no later than the.....*[insert number]* day of*[insert month] [insert year],²* and any demand for payment under it must be received by us at this office on or before that date. We agree to a one-time extension of this Guarantee for a period not to exceed*[six months] [one year]*, in response to the Purchaser’s written request for such extension, such request to be presented to us before the expiry of the Guarantee.

[signatures of authorized representatives of the bank and the Supplier]

¹ The Bank shall insert the amount(s) specified in the SCC and denominated, as specified in the SCC, either in the currency(ies) of the Contract or a freely convertible currency acceptable to the Purchaser.

² Date established in accordance with Clause 16.4 of the General Conditions of Contract (“GCC”). The Purchaser should note that in the event of an extension of the time to perform the Contract, the Purchaser would need to request an extension of this Guarantee from the Bank. Such request must be in writing and must be made prior to the expiration date established in the Guarantee



III. Bank Guarantee for Advance Payment

[The bank, as requested by the successful Bidder, shall fill in this form in accordance with the instructions indicated.]

Date: *[insert date (as day, month, and year) of Bid submission]*

Tender No. *[insert tender number]*

Name of the Tender: *[insert name of the tender]*

Bank's Branch or Office.....*[insert complete name of Guarantor]*

Beneficiary:*[insert Name and address of the Purchaser]*

ADVANCE PAYMENT GUARANTEE No.: *[insert Advance Payment Guarantee no.]*

At the request of the Supplier, we hereby irrevocably undertake to pay you any sum or sums not exceeding in total an amount of *[insert amount(s)¹ in figures and words]* upon receipt by us of your first demand in writing declaring that the Supplier is in breach of its obligation under the Contract because the Supplier used the advance payment for purposes other than toward delivery of the Goods.

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 Supplier in its account..... *[insert account number and domicile of the account]*

This Guarantee shall remain valid and in full effect from the date of the advance payment received by the Supplier under the Contract until*[insert date²]*. We agree to a one-time extension of this Guarantee for a period not to exceed*[six months] [one year]*, in response to The Purchaser's written request for such extension, such request to be presented to us before the expiry of the Guarantee.

[signature(s) of authorized representative(s) of the bank]

1. The bank shall insert the amount(s) specified in the SCC and denominated, as specified in the SCC, either in the currency (ies) of the Contract or a freely convertible currency acceptable to the Purchaser.

2. Insert the Delivery date stipulated in the Contract Delivery Schedule. The Purchaser should note that in the event of an extension of the time to perform the Contract, the Purchaser would need to request an extension of this Guarantee from the bank. Such request must be in writing and must be made prior to the expiration date established in the Guarantee.

