

# **STANDARD REQUEST FOR QUOTATION (SRFQ)**

## **Procurement of Canteen and Catering Services**



**Dzongkhag Administration  
Lhuentse  
FY 2024-2025**

## **PREFACE**

This Standard Request for Quotation for the Procurement of Non-Consulting Services have been prepared by the Ministry of Finance to be used for the Procurement of Non- Consulting Services through National Competitive Bidding in projects that are financed in whole or in part by the Royal Government of Bhutan (RGoB). It should be used in conjunction with the Procurement Rules and Regulations 2023.

For any queries, interpretation or clarifications contact:

**Procurement Section**

**Dzongkhag Administration, Lhuentse #04-545222**

**Supplier's Name:**

**Telephone No:**

**Mobile No:**

**Fax No:**

**E-mail Address:**

**(Signature of Supplier)**

## Section 1: Invitation for Quotation (IFQ)

Date: 24/09/2024

Service title: **Quotation for Procurement of Canteen and Catering Services**

Source of Funding: **RGOB**

Ref: **LDA/Proco (Acc-04)/2024-2025/0753**

Dear Sir/ Madam,

1. You are invited to submit a priced quotation for the Quotation for Procurement of Catering Services.
2. The bidder (s) shall sign Form 1- Integrity Pact before participating in the bidding process.
3. The service provider(s) must quote for all the items under this invitation. Priced quotations will be evaluated for all the items together and a contract awarded to the firm offering bid which is substantially responsive to the required specifications and qualification criteria
4. The service provider(s) shall prepare and submit priced quotations using the forms provided in the Price Schedule. Quotation shall be completed properly, sealed, signed and submitted Procurement Section.
5. The deadline for submission of quotations is **on or before 10:00 AM, 27<sup>th</sup> September, 2024.**
6. Bids must be accompanied by a bid securing declaration using the Form 2.
  - i. The Bid Securing Declaration shall be valid for thirty (30) days beyond the bid validity period. In exceptional circumstances, prior to the expiration of the bid validity period, the procuring agency may solicit the bidder's consent to extend the bid validity period. The request and responses shall be made in writing. The validity of Bid Securing Declaration shall be suitably extended.
  - ii. The Bid Securing Declaration shall be executed:
    - a) If the service provider withdraws the Bid after Bid Opening during the period of bid validity.
  - iii. In the case of a successful service provider, if the service provider fails within the specified time limit to sign the agreement; or furnish the required Performance Security.
  - iv. The bid shall be accompanied by a lump sum bid security of Nu.30,000 (Ngultrum: Thirty Thousand) only in the form of Unconditional Guarantee issued by a reputed financial institutions or Cash Warrant or Demand Draft Account Payee addressing Chairman, Dzongkhag Tender Committee,

Dzongkhag Administration, Lhuentse for a validity period of 60 days. Any bid not accompanied by bid security shall be treated as non-responsive to Invitation for Quotation and will be rejected without seeking further explanation.

- v. In case Bid Securing Declaration is executed, the service provider shall deposit the bid security of **Nu.30, 000 within 5 days** from date of notification by procuring agency.
  - vi. In case the service provider fails to comply with 5 (v), the service provider shall be debarred from being eligible for bidding or submitting bid in any tender with the government procuring agencies for a period prescribed in the Debarment Rule.
7. The quotation should be submitted as per the following instructions and in accordance with the Contract. The Scope of service is an integral part of the Contract.
- a. **PRICE:** all prices shall be quoted in **Ngultrum**. The quoted price shall be inclusive of all related costs including taxes, duties and other levies to the final place of delivery. The final place of delivery is Lhuentse Dzongkhag.
  - b. **EVALUATION OF QUOTATION:** offers determined to be substantially responsive to the required specifications and qualification criteria shall be evaluated by comparison of the quoted prices.
  - c. **AWARD OF CONTRACT ORDER:** the award will be made to the service provider who is offering a bid which is substantially responsive to the required specifications and qualification criteria best evaluated bid. The successful service provider will sign a contract as per attached Form-2 of contract agreement.
  - d. **VALIDITY OF THE OFFERS:** the quotation(s) shall be valid for a period of one year till **30<sup>th</sup> September, 2025**.
8. The procuring agency shall open the quotation on the same day as the bid submission closing date in the presence of bidders or their representatives who choose to attend at the specified venue and time. The **Power of Attorney letter** shall be asked if the representatives other than the legal owner attend the bid opening.
9. The procuring agency is not bound to accept the lowest bid and reserves the right to accept or reject any or all the bids.
- a) The procuring agency shall issue the Letter of Intent to Award to the successful service provider stating that the procuring agency has intention to accept its bids and a copy of Letter of Intent shall be sent to all other bidders who submitted the bid.

10. If no service provider submits any complaint within the standstill period of 5 days, the service provider whose bid is accepted will be notified of the award of contract by the procuring agency prior to expiration of the bid validity period.

## **Section 2: Documents required**

The quotation submitted by the service providers shall consist of following documents:

1. A duly completed and signed priced quotation as per the price schedule;
2. A valid Trade License;
3. A valid Tax Clearance Certificate;
4. Bid Securing Declaration;
5. Food Safety License from Bhutan Agriculture and Food Regulatory Authority (BAFRA)
6. Power of attorney letter if the bid is signed other than the proprietor himself/herself to ensure legality of the bidding process
7. Any other requirements specified in this document

## **Section 3: Scope of Service**

The scope of service hereinafter may only be varied with the written agreement of the procuring agency and no terms and conditions put forward at any time by the service provider shall form any part of the Contract.

1. The service provider shall be required to submit a lump sum Performance Security in the form of cash warrant, demand draft or unconditional Bank Guarantee issued by a financial institution located in Bhutan, which shall be furnished upon signing the contract. Performance security shall be valid till the end of contract period and will be returned after the end of contract period. The Performance Security form is included in Form 3.
2. The contract duration will be determined by the procuring agency.
3. The menu should be sold as per the approved quoted rates. The prices/rates decided and agreed between the parties for various items shall be fixed and no escalation in the finalized rates will be permitted during the duration of the Agreement. If found charging beyond the approved rates, appropriate action shall be taken against the service provider.
4. The rates for all the food items shall be valid till the end of contract duration.
5. The service provider shall not have the right to revise any rates of the items that are offered in the bid without the prior approval of the procuring agency during the contract period. If items out of quoted menu are sold, the rates shall be agreed between the Procuring agency and service provider
6. The Procuring Agency reserves the right to monitor the rates regularly.

7. The food and refreshment should be served as and when required, fresh, hygienic and sufficient quantity as per the purchase order-Form 4 of the procuring agency.
8. The service provider must strictly adhere to the timely delivery of the services and the staff members of the service provider shall maintain proper dress code while visiting the procuring agency's premises to deliver the service.
9. Required number of staff shall be deployed to deliver the services efficiently.
10. The service provider shall arrange sufficient catering supplies (e.g. napkin, cutleries, water, etc.)
11. The service provider shall arrange the necessary furniture and utensils at his own cost. The procuring agency shall not be responsible for providing furniture items.
12. Payment of the Invoice shall be made by the Procuring Agency, within fifteen (15) days upon submission of original Invoice and TPN number, against the actual service provided as and when required.
13. The service provider shall be liable to pay the applicable Tax Deducted at Source (TDS) for all the services provided to the Procuring Agency.
14. The Procuring Agency may, by written notice, terminate the Contract in whole or in part at any time for its convenience:
  - a. If the service provider fails to perform any Scope of services and other obligations specified in the contract.
  - b. If the Service provider does not take any remedial action in the next order after receipt of a notice of default from the procuring agency specifying the nature of the default(s), or
  - c. If the service provider, in the judgment of the Procuring agency, has engaged in any corrupt or fraudulent practices in competing for or in executing the tasks under this Purchase Order.
15. After termination of the existing contract, the procuring agency may decide to:
  - a. Award to the next lowest service provider
  - b. Retender
  - c. Directly contract award
16. If no bid is received by the procuring agency or bid received is abnormally high/abnormally low compared to market price, the agency may decide to cancel the award and proceed as per the clauses of PRR.
17. Deviation from quoted price of the items is subjected to appropriate action by the Dzongkhag Tender Committee.

18. The catering shall arrange their own transportation vehicle.
19. The catering should strictly adhere to the punctuality i.e. **30 minutes** before the time.
20. The catering should strictly adhere to the promptness in services and proper dress code of the staff members while delivering the services.
21. Special attention and due care should be given to VVIP catering as desired by the Dzongkhag Administration.
22. The Dzongkhag Tender Committee's decision on any matter shall be final and binding.
23. Failing to fulfill any of the above terms and conditions will be liable for administrative action by the Dzongkhag Tender Committee.
24. Canteen shall be meant for serving refreshment, snacks, tea, meals and other non-alcoholic beverage items at a quoted rate of individual items reflected in the contract agreement.
25. The canteen shall run on all working days (Monday to Friday from 6:00AM to 7:00PM) except on weekends and other national holidays unless required by the Dzongkhag Administration.
26. Canteen owners shall not be allowed to stay overnight at the canteen.
27. The canteen should be operated only by a legitimate license holder, in-case if the license holder is not present more than three times while monitoring by the Committee, then Committee has right to terminate.
28. Canteen operators have to maintain proper cleanliness and hygiene all the time.
29. All waste should be properly disposed of in a designated place and maintain high standard cleanliness in and around the canteen area.
30. Take care of all canteen's physical properties.
31. Canteen operator has to mobilize other necessary items required for the canteen.
32. In case of damage or loss of properties, the canteen operator has to replace it, failure to which the deductions may be adjusted from the Performance Security.

33. Canteen operators have to bear monthly expenses for electricity and water bills.
34. Canteen operators have to be responsible for safety and fire hazards.
35. Canteen operator has to deposit a monthly rent as per the carpet area to the accounts section of the Dzongkhag Administration within the 1<sup>st</sup> week of every month if the canteen owner fails to pay within the deadline, a penalty in accordance with the FRR 2016 shall be imposed.
36. Canteen contract shall be effective till the contract terms for catering is over.

37. Quoted rates of the items must be displayed on the chart at the canteen at all times and the rate should be uniform to all the customers.
38. The Dzongkhag Tender Committee will inspect/monitor once in a month to observe the cooking process and usage of safety measures to ensure hygienic services.
39. The three consecutive negative feedbacks both in written and formal social media groups shall result in termination of the contract & forfeiture of Performance Security (PS).
40. Special attention and due care should be given to VVIP catering as desired by the Dzongkhag Administration.
41. Any item left empty in the price schedule shall be considered free.
42. Any issue arising due to unhygienic serving of food shall be responsible of the caterer and shall be dealt as per Food Rules and Regulations of Bhutan 2017.
43. The rate quoted for each item shall be inclusive of all and any other services admissible.
44. Work order should be place to Canteen owner if it is planned meeting for the final confirmation.

**PRICE SCHEDULE FOR CATERING SERVICES 2024-2025**

<b>FOOD ITEMS</b>				
<b>SL.No</b>	<b>Particulars</b>	<b>Unit</b>	<b>Price (Nu)Figure</b>	<b>In words/Remarks</b>
1	Bhutanese White Rice	Per Plate		
2	Bhutanese Red Rice	Per Plate		
3	Mixed Fried Rice	Per plate		
4	Egg Fried Rice	Per Plate		
5	Beef Fried Rice	Per Plate		
6	Plain Butter Fried Rice	Per Plate		
7	Veg. Fried Rice	Per Plate		
8	Suka Roti (4 piece in a plate)	Per Plate		
9	Puri (4 piece in a plate)	Per Plate		
<b>CURRY ITEMS</b>				
<b>SL.No</b>	<b>Particulars</b>	<b>Unit</b>	<b>Price (Nu)Figure</b>	<b>In words/Remarks</b>
1	Pork Sikam Paa L 3" x Thick- 1/2" (3 piece with mixed vegetable)	Per Plate		
2	Pork Fresh Paa L 3" xThick- 1/2" (3 piece with mixed vegetable)	Per Plate		
3	Beef Shakam Paa -L 3" xThick- 1/2" with 3 pieces with mixed vegetable	Per Plate		
4	Beef fresh Paa -L 3" xThick- 1/2" with 3 pieces with mixed vegetable	Per Plate		
5	Pork Maru without bone L 3" xThick- 1/2"	Per Cup/Phop		
6	Pork Maru with bone L 3" xThick- 1/2"	Per cup/phop		
7	Beef Maru without bone L 3" xThick- 1/2"	Per cup/phop		
8	Beef Maru with bone L 3" xThick- 1/2"	Per cup		
9	Beef Shakam Dasi L 3" xThick- 1/2"	Per cup/phop		

10	Dry Beef Paa L 3" xThick- 1/2" (3 pcs)	Per Plate		
11	Chicken Nazam	Per Plate		
12	Liver Fry	Per Plate		
13	Chicken curry	Per Plate		
14	Fish fried curry with 3 full round slice	Per Bowl		
15	Dried Fish Paa & with Red Chilli (3 pcs)	Per Plate		
16	Wet Fish Curry	Per cup		
17	Wet Fish Fried	Per Pc		
18	Gep Paa (Stomach)	Per Plate		
19	Kangchung Maru	Per Plate		
20	Kow Paa (Skin)	Per Plate		
21	Kow Curry	Per Plate		
22	Pumkin Maru with beef	Per Plate		
23	White dry chilli with dry beef	Per Plate		
24	Red dry chilli with cheese & dry beef	Per Plate		
25	Chicken Chilli	Per Plate		
26	Pork Chilli	Per Plate		
27	Beef Chilli	Per Plate		
28	Egg curry with red chilli (Egg Maru)	Per Plate		
29	Boiled Fried Egg curry	Per Plate		
30	Boiled egg	Per Pc		
31	Fried Boiled Egg	Per Pc		
32	Egg Omelette	Per Pc		
33	Egg Pouch	Per Plate		

34	Pure Datshi Magye	Per Head		
35	Datshi Magye with Green Chilli	Per Head		
36	Mixed Vegetable	Per Head		
37	Ema Datsi (Bhutanese Dry Red Chilli)	Per Plate		
38	Ema Datsi (Bhutanese White Dry Chilli)	Per Plate		
39	Ema Datsi (Bhutanese green)	Per Plate		
40	Ema Datsi (Indian Green)	Per Plate		
41	Kewa Datshi	Per Plate		
42	Fried Mixed Vegetable	Per Plate		
43	Tin Mush Room Ema Datsi	Per Plate		
44	Local Mushroom Ema Datsi	Per Plate		
45	Alo Dam	Per Plate		
46	Patsa Jaju	Per head		
47	Sag Jaju	Per head		
48	Damru Jaju	Per head		
49	Plain Dal	Per Cup/phop		
50	Fried Dal	Per Cup/phop		
51	Mixed Green Salad	Per Bowl		
52	Ezay	Per Head		

### TEA & SNACKS

SL.No	Particulars	Unit	Price (Nu)Figure	In words/Remarks
1	Bhutanese Suja (Standard Double Mug)	Per Mug		
2	Kreamtofi Suja (Standard Double Mug)	Per Mug		

3	Milk Tea (Standard Double Mug)	Per Mug		
4	Black Tea (Standard Double Mug)	Per Mug		
5	Lemon Tea (Standard Double Mug)	Per Mug		
6	Green Tea (Standard Double Mug)	Per Mug		
7	Milk Coffee (Standard Double Mug)	Per Mug		
8	Black Coffee (Standard Double Mug)	Per Mug		
9	Zaw Magay	Per Head		
10	Shamdrey (Veg.)	Per Cup/phop		
11	Shamdrey (Beef)	Per Cup/phop		
12	Daysi	Per Cup/phop		
13	Good day biscuits	Per Pkt		
14	Cream Cracker	Per Pkt		
15	Cheese Momo with eazy (5 pcs standard size)	Per Plate		
16	Beef Momo with eazy (5 pcs standard size)	Per plate		
17	Pork Momo with eazy (5 pcs standard size)	Per Plate		
18	Veg. Momo with eazy (5 pcs with standard size)	Per Plate		
19	Pokora	Per Pc		
20	Somosa	Per Pc		
21	Papad	Per Pc		
22	Chili chop	Per Pc		
<b>JUICE/COLD DRINKS</b>				
<b>SL.No</b>	<b>Particulars</b>	<b>Unit</b>	<b>Price (Nu)Figure</b>	<b>In words/Remarks</b>
1	Appy Juice	Per Pc		
2	Jumpy Juice	Per Pc		
3	Frooti Juice (bottle small)	Per Pc		

4	Litchi Juice	Per Pc		
5	Mineral water 1000ML (Big)	Per Bottle		
6	Mineral water 500ml (Small)	Per Bottle		
7	Lipton ice tea	Per can		
<b>NOODLES &amp; THUKPA</b>				
<b>SL.No</b>	<b>Particulars</b>	<b>Unit</b>	<b>Price (Nu)Figure</b>	<b>In words/Remarks</b>
1	Plain Koka	Per Plate		
2	Egg Koka	Per Plate		
3	Fried Koka	Per Plate		
4	Cheese koka	Per plate		
5	Plain Maggi	Per Plate		
6	Egg Maggi	Per Plate		
7	Ba Thub (Plain)	Per Plate		
8	Beef Bathub	Per Plate		
9	Pork Bathub	Per Plate		
10	Veg. Bathub	Per Plate		
11	Rice Thukpa (Plain)	Per Plate		
12	Rice Thukpa (Beef with bones)	Per Plate		
13	Rice Thukpa (Pork with bones)	Per Plate		
14	Rice Thukpa (Paneer)	Per Plate		
15	Noodles Thukpa	Per Plate		

**FOR CARTERING SERVICES**

<b>Package</b>	<b>Menu (All the menu items should be included if the Procuring agency order for food package wise order.</b>	<b>Rate per Head</b>
Food Package 01	(Red/White Rice, One Vegetable Curry, Dhal/Jaju and Small Mineral Water)	
Food Package 02	(Red/White Rice, One vegetable Curry (ema datsi), Mixed Vegetable Curry, Dhal/Jaju and Small Mineral Water)	
Food Package 03	(Red/ White Rice, One Meat Item , One Vegetable, Dhal/Jaju and Small Mineral Water)	
Food Package 04	(Red/ White Rice, One Meat Item , Mixed Vegetable, Dhal/Jaju and Small Mineral Water)	
Food Package 05	(Red/ White Rice, One Meat Item, One Vegetable curry (ema datsi), Mixed Vegetable, Dhal/Jaju and Small Mineral Water)	
Food Package 06	(Red/ White Rice, Two Meat Item, One Vegetable curry (ema datsi), Mixed Vegetable, Dhal/Jaju and Small Mineral Water)	
Food Package 07	(Red/ White Rice, Dry Fish, One Vegetable curry, Dhal/Jaju and Small Mineral Water)	
Food Package 08	(Red/ White Rice, Wet Fish, One Vegetable curry (ema datsi), Mixed Vegetable, Dhal/Jaju and Small Mineral Water)	
Food Package 09	(Red/ White Rice, Roti/Naan, Two Meat Items, Fried Cheese, Ema Datsi, Steam Mixed Vegetable, Dhal/Jaju, Salad and Small Mineral Water)	
Tea & Snacks Package 01	Milk Tea/Suja/Green tea/Black tea/Milk Coffee (Small/ Standard Cup) with Zaw/ Tengma/biscuit	
Tea & Snacks Package 02	Milk Tea/Suja/Green tea/Black tea/Milk Coffee(Small/ Standard Cup) with Momo (1 plate)/Pokara (1 plate)/Samosa (2 pcs)	
Tea & Snacks Package 03	Milk Tea/Suja/Green tea/Black tea/Milk Coffee with (cheese momo/chicken dumpstick/sandwich/pokara and assorted biscuits)	

## **SECTION 5: FORMS**

### **FORM 1: INTEGRITY PACT**

#### 1. General:

Whereas the Head of the Procuring Agency of the Royal Government of Bhutan, hereinafter referred to as the “Employer” on one part, and Business registered with the authority concerned, hereinafter referred to as the “Bidder” on the other part hereby shall execute this pact as follows:

Whereas, the Employer and the Bidder agree to abide by the terms and conditions stated in this document, hereinafter referred to as ‘IP’.

This IP is applicable to all contracts related to works, goods and services.

#### 2. Objectives:

This IP aims to prevent all forms of corruption or deceptive practice by following a system that is fair, transparent and free from any influence/unprejudiced dealings in the bidding process and contract administration, with a view to:

2.1 Enabling the Employer to obtain the desired contract at a reasonable and competitive price in conformity to the defined specifications of the works or goods or services; and

2.2 Enabling bidders to abstain from bribing or any corrupt practice in order to secure the contract by providing assurance to them that their competitors will also refrain from bribing and other corrupt practices.

Business, means any business, trade, occupation, profession, calling, industry or undertaking of any kind, or any other activity carried on for gain or profit by any person within Bhutan or elsewhere, and includes all property derived from or used in or for the purpose of carrying on such other activity, and all the rights and liabilities arising from such other activity.

Contract, means a formal agreement in writing entered into between the procuring agency and the supplier, service provider or the contractor on acceptable terms and conditions and which are in compliance with all the relevant provisions of the laws of the Kingdom. The term “contract” will also include “framework contract”.

Bidding process, for the purpose of this IP, shall mean the procedures covering tendering process starting from bid preparation, bid submission, bid processing, and bid evaluation. Contract Administration, for the purpose of this IP, shall mean contract award, contract implementation, un-authorized sub-contracting and contract handing/taking over.

3. Scope: The validity of this IP shall cover the bidding process and contract administration period.

4. Commitments of the Employer: The Employer Commits itself to the following:

4.1 The Employer hereby undertakes that no officials of the Employer, connected directly or indirectly with the contract, will demand, take a promise for or accept, directly or through intermediaries, any bribe, consideration, gift, reward, favor or any material or immaterial benefit or any other advantage from the Bidder, either for themselves or for any person, organization or third party related to the contract in exchange for an advantage in the bidding process and contract administration.

4.2 The Employer hereby confirms that its officials shall declare conflict of interest and if any official(s) or his or her relative or associate has a private or personal interest in a decision to be taken by the Employer, those officials shall not vote or take part in a proceeding or process of the Employer relating to such decision.

4.3 Officials of the Employer, who may have observed or noticed or have reasonable suspicion of person(s) who breaches or attempts to breach the conditions under clauses 4.1 and 4.2 shall report it to the Employer or the authority concerned.

4.4 Following report on breach of conditions under clauses 4.1 and 4.2 by official (s), through any source, necessary disciplinary proceedings or any other action as deemed fit, shall be initiated by the Employer including criminal proceedings and such a person shall be debarred from further dealings related to the bidding process and contract administration.

#### 5. Commitments of Bidders:

The Bidder commits himself/herself to take all measures necessary to prevent corrupt practices, unfair means and illegal activities during any stage of the bidding process and contract administration in order to secure the contract or in furtherance to secure it and in particular commits himself/herself to the following:

5.1 The Bidder shall not offer, directly or through intermediaries, any bribe, gift, consideration, reward, favor, any material or immaterial benefit or other advantage, commission, fees, brokerage or inducement to any official of the Employer, connected directly or indirectly with the bidding process and contract administration, or to any person, organization or third party related to the contract in exchange for any advantage in the bidding process and contract administration.

6. The Bidder shall not collude with other parties interested in the contract to manipulate in whatsoever form or manner, the bidding process and contract administration.

6.1 If the bidder(s) have observed or noticed or have reasonable suspicion that the provisions of the IP have been breached by the Employer or other bidders, the bidder shall report such breach to the Employer or authority concerned.

#### 7. Sanctions:

For the breach of any of the aforementioned conditions, the bidder/employer shall also be liable for offences under the Chapter 4 of the Anti-Corruption Act 2011 and other relevant rules and laws.

#### 8. Monitoring and Administration:

8.1 The respective Employer shall be responsible for administration and monitoring of the IP as per the relevant laws.

8.2 The bidder shall have the right to appeal as per the arbitration mechanism contained in the relevant rules.

I, hereby declare that I have read and understood the clauses of this agreement and I hereby affirm that I shall stand by the above conditions. In the event that I default, I understand that I shall be dealt with as per the Anti-Corruption Act of Bhutan 2011 and/or any other Rules and Laws of the Kingdom of Bhutan.

#### **Seal & Signature of Bidder**

#### **FORM 2: BID SECURING DECLARATION**

We, the undersigned, declare that:

We understand that, according to your conditions, Bids must be supported by a Bid- Securing Declaration.

We accept that we are required to pay the bid security amount specified in the Bidding Data Sheet within 5 days of your instruction and failure to do so will automatically debar us (not eligible for Bidding or submitting Bid in any contract across all Government Agencies) for a period prescribed in the Debarment Rules, if we are in breach of our obligation(s) under the Bid conditions, because we:

- a) have withdrawn our Bid during the period of Bid validity specified by the Bidder in the Form of Bid;
- b) have not accepted the correction of errors; or
- c) have been notified of the acceptance of our Bid by the Procuring agency during the period of Bid validity but

(i) fail or refuse to furnish the performance security, or (ii) fail or refuse to execute the Contract.

The procuring agency has the authority to immediately go to the next bidder, once the notice is served to the defaulting bidder.

## Seal & Signature of Bidder

### FORM 3: CONTRACT AGREEMENT

*[The successful Service Provider shall fill up this form in accordance with the instructions indicated]*

#### Contract Agreement

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

1. [insert complete name of Procuring Agency], a [insert description of type of legal entity, for example, an agency of the Ministry of of the Government of Bhutan, or corporation incorporated under the laws of Bhutan] and having its principal place of business at [insert address of Procuring Agency] (hereinafter called “the Procuring Agency”), and
2. [insert name of Service Provider], a corporation incorporated under the laws of [insert: country of Service Provider] and having its principal place of business at [insert: address of Service Provider] (hereinafter called “Service Provider”).

WHEREAS the Procuring Agency invited Bids for hiring of vehicles, viz., [insert brief description of Service] and has accepted a Bid by the Service Provider for hiring of vehicles 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 Procuring Agency and the Service Provider, and each shall be read and construed as an integral part of the Contract, viz.:
  - a. This Contract Agreement;

- b. Scope of Services;
  - c. Requirements (including Schedule of Supply and Specifications);
  - d. The Service Provider's Bid and original Price Schedules;
  - e. The Procuring Agency's Notification of Award of Contract;
  - f. The form of Performance Security
  - g. *[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 Procuring Agency to the Service Provider as hereinafter mentioned, the Service Provider hereby covenants with the Procuring Agency to provide the hiring of vehicles and to remedy defects therein in conformity in all respects with the provisions of the Contract.
  5. The Procuring Agency hereby covenants to pay the Service Provider in consideration of the provision of the 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 Procuring Agency Signed: [insert signature] 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 Service Provider

Signed: [insert signature of authorized representative(s) of the Service Provider] in the capacity of [insert title or other appropriate designation]

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

**FORM 4: 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]*

IFB No. and title: *[insert no. and title of bidding process]*

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

Beneficiary: *[insert complete name of Purchaser]*

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

We have been informed that *[insert complete name of service provider]* (hereinafter called "the service provider") has entered into Contract No. *[insert number]* dated *[insert day and month]*, *[insert year]* with you, for the *[description services]* (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 service provider, we hereby irrevocably undertake to pay you any sum(s) not exceeding *[insert amount(s) in figures and words]* upon receipt by us of your first demand in writing declaring the service provider 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]*, 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 service provider]***