**CONTRACT AGREEMENT**

THIS CONTRACT AGREEMENT made the *11* day of *February*, *2020*

BETWEEN

1. **Dzongkhag Administration, Zhemgang,** of the Government of Bhutan and having its principal place of business at Zhemgang (hereinafter called “the Purchaser”), and
2. **Ugyen Wangchuk Tshongkhang,** a corporation incorporated under the laws of Bhutan and having its principal place of business at Zhemgang Town (hereinafter called “the Supplier”).

WHEREAS the Purchaser invited Bids for certain Goods and ancillary services, viz., for the Supply for Chadri Items for 2019 to 2020 and has accepted a Bid by the Supplier for the supply of those Goods and Services in the framework contract, expressed in the Contract currency BTN (Ngultrum)] (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.:
   1. This Contract Agreement;
   2. The Special Conditions of Contract;
3. The General Conditions of Contract;
4. Technical Requirements (including Schedule of Supply and Technical Specifications);
5. The Supplier’s Bid and original Price Schedules;
6. The Purchaser’s Notification of Award of Contract;
7. The form of Performance Security;
8. The form of Bank Guarantee for Advance Payment;
9. *insert here any other document(s) forming part of the Contract]*
10. 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.
11. 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.
12. 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 *Dzongda (HOPA)*

in the presence of

*Dorji Wangchuk*

*Procurement officer*

**For and on behalf of the Supplier**

Signed: *………………………………………….*

in the capacity of *promotor*

in the presence of  *………………………………*

*(Name) (CID No.)*