

**Request for Quotation for G-12 (b) Procurement of Lab Equipment RDTC-  
Zhemgang Food and Agro-processing**

**Loan No. 4340-BHU(COL)**

**Pathways for Emerging Skills and Jobs Project**

**Department of Workforce Planning and Skills Development  
Ministry of Education and Skills Development**

27/02/2026

## REQUEST FOR QUOTATION - GOODS (RFQG)

Project Title : Pathways for Emerging Skills and Jobs Project (PESJP)

Source of Funding : Asian Development Bank (ADB)

Contract Ref : DWPSD/PESJP/G-12(b)/2025-2026/

Date of Issue of Request: 27/02/2026

To : \_\_\_\_\_

Sir/Madam:

1. The Project Management Unit, PESJP, Department of Workforce Planning and Skills Development, MoESD (Purchaser) hereby requests you to submit price quotation/(s) for the supply of the following items:

List of items

Item No.	Description	Unit	Qty
1	Modular cold room	No.	1
2	Electric steam boiler machine	No.	1
3	Wine fermenting glass jar	No.	4
4	Electric Meat smoker	No.	1
5	Moisture meter	No.	1
6	Water activity meter	No.	1
7	Laboratory incubator	No.	1
8	Crude Fibre analyzer	No.	1
9	Juice extractor machine	No.	1
10	Nitrogen gas cylinder	No.	3
11	Pressure canner	No.	3
12	Foot model crown corking machine	No.	1
13	Bottle Cap sealer	No.	2
14	Manual Bubble Tea Cup Sealer	No.	1
15	Mini Cereal roasting machine	No.	1
16	Extruder machine	No.	1

17	Cake Display counter	No.	1
18	Proofer	No.	1
19	Brewing distillation still	No.	1
20	Carbonator (soda maker)	No.	1
21	Dehydrator/dryer	No.	1
22	Milk Chilling Vat	No.	1
23	Tea Rolling Machine	No.	1
24	Soft Serve Ice Cream Machine	No.	1

To assist you in the preparation of your price quotation we enclose the necessary **Supply and Delivery Schedule, Technical Specifications, Form of Quotation** and draft **Contract**.

2. If you/your firm, however, falls under any of the following conditions, your proposal shall not be considered:
  - (a) you/your firm are/is not a citizen/national of an ADB member country, or
  - (b) you/your firm have/has been associated with the firm that prepared the design and specifications, or engaged in the preparation of the Project for which the contract that is subject of this request for quotations was identified, or
  - (c) you/your firm are/is owned by the Purchaser, or
  - (d) you/your firm are/is currently sanctioned or temporarily suspended by the Asian Development Bank for a violation of its [Anticorruption Policy](#) (1998, as amended to date), or
  - (e) the importation of goods or services from your country or any payment to persons or entities in your country is prohibited in compliance with a decision of the United Nations Security Council under Chapter VII of the Charter of the United Nations.]
3. To be qualified, you must have experience as a manufacturer or authorized supplier of the items covered by this **Request for Quotation** and, as evidence, you must also attach a document of your experience as supplier in at least one contract in the last 3 years of a size and nature similar to the items in the supply schedule of this contract.
4. Your quotation should be submitted in accordance with the following instructions, procedures, and the terms and conditions of the **Contract**.

Preparation of Quotations

- (a) Your price quotation/(s) shall be for all the items as described in attached documents and submitted only in the attached **Form of Quotation** with the priced **Supply, Delivery and Price Schedule**. The currency of quoted prices and payment shall be **Ngultrum**.
- (b) The prices should be quoted for supply and delivery to **Various schools as indicated in the supply and delivery schedule** and should be accompanied by adequate technical documentation and catalogue(s) and other printed material or pertinent information in English for each item quoted, including names and addresses of firms providing after-sales service facilities in Bhutan.
- (c) You shall submit only one set of quotations for the above items. Your quotation must be typed or written in indelible ink and shall be signed by you or your authorized representative. Without a signature in your **Form of Quotation**, your quotation will not be considered further.
- (d) You shall submit one original of the **Form of Quotation**, and clearly marked "Original". In addition, you shall also submit one copy marked as "COPY". In case of any discrepancy between the Original and Copy, the original shall prevail.
- (e) Your quotation(s) should be valid for a period of 90 days from the deadline for submission of the quotation/(s) as indicated below. If you withdraw your quotation during the validity period and/or refuse to accept the award of a contract when and if awarded, then you will be excluded from the list of Suppliers for the project for two years

Submission and Opening

- (f) Your **Form of Quotation** with the priced **Supply and Delivery Schedule** should be submitted by **10.30 AM on 19<sup>th</sup> March 2026** with the required documents that should be signed, sealed in an envelope and addressed to and delivered to the following address:

Purchaser's Address : Project Director

Pathways for Emerging Skills and Jobs Project

Department of Workforce Planning and Skills Development

Ministry of Education and Skills Development

- (g) Quotations shall be opened in public, in the presence of participating suppliers' representatives who choose to attend, on **19<sup>th</sup> March 2025** at **11.00 AM** and at the following address.

**Conference Hall of the Department of Work Force Planning and Skills Development,  
MoESD.**

### Evaluation and Comparison

- (h) Quotations determined to be substantially responsive to this **Request for Quotation** will be evaluated by comparison of their offer prices. A quotation is not substantially responsive if it contains material deviations or reservations to the terms, conditions, and specifications in this **Request for Quotation**.
- (i) In evaluating the quotations, the Purchaser will adjust for any arithmetical errors as follows:
  - (i) where there is a discrepancy between amounts in figures and in words, the amount in words will govern; and
  - (ii) where there is a discrepancy between the unit rate and the line item total resulting from multiplying the unit rate by the quantity, the unit rate as quoted will govern.

If you refuse to accept the correction, your quotation will be rejected.

### Award of Contract

- (j) The Purchaser shall award the contract to the Supplier whose quotation has been determined to be substantially responsive to this **Request for Quotation** and who has offered the lowest price quotation for this package as a whole (lot basis). However, in case none of the bidders are fully responsive for all the items under this package, price quotation will be evaluated on item basis and contract will be awarded to the firms offering the lowest evaluated cost of the items (item basis).
  - (k) The Supplier whose quotation has been accepted will be notified by the Purchaser within 90 days from the date of submission of quotation through the return of a copy of the **Form of Quotation** with **Acceptance** signed by the authorized representative of the Purchaser.
  - (l) The successful Supplier shall sign the **Contract** governed by the **Contract Terms and Conditions**. "In addition to the quoted price, the contract price shall include Value Added Tax (VAT) in Bhutan (Purchaser's country)".
5. Further information can be obtained from:
- Name : Tshewang Gyeltshen, Procurement Specialist  
Address : Project Management Unit, DWPSD, MoESD  
E-mail : procotshewang2024@gmail.com
6. The Purchaser intends to apply funds from the **Asian Development Bank (ADB)** for eligible payments under the **Contract** resulting from this **Request for Quotation**.
7. Under [ADB's Anticorruption Policy](#) (1998, as amended to date), suppliers shall observe the

highest standard of ethics during the procurement and execution of such contracts. ADB may reject a proposal for award, and may impose sanctions or other remedial actions on parties involved, if it determines that the supplier recommended for award or any other party, directly or through an agent, has engaged in corrupt, fraudulent, collusive, coercive, or obstructive practices or other integrity violations in competing for, or in executing, the Contract. At the time of submission of your quotation, you should not be in ADB's sanctions list. A firm/individual shall not be eligible to participate in any procurement activities under an ADB-financed, -administered, or -supported project while under temporary suspension or debarment by ADB pursuant to its Anticorruption Policy, whether such debarment was directly imposed by ADB, or enforced by ADB pursuant to the Agreement for Mutual Enforcement of Debarment Decisions.

8. You/your firm, joint venture partners, associates, parent company, affiliates or subsidiaries, including any subcontractors or suppliers for any part of the Contract, are not, or have never been, temporarily suspended, debarred, declared ineligible, or blacklisted by the purchaser's country, any international organization, and other donor agency.

If so debarred, declared ineligible, temporarily suspended, or blacklisted, please state details (as applicable to each joint venture partner, associate, parent company, affiliate, subsidiaries, subcontractors, and/or suppliers):<sup>1</sup>

(a) Name of Institution: \_\_\_\_\_

(b) Period of debarment, ineligibility, or blacklisting (start and end date): \_\_\_\_\_

(c) Reason for the debarment, ineligibility, or blacklisting: \_\_\_\_\_

9. You/your firm's, joint venture partners', associates', parent company's affiliates' or subsidiaries', including any subcontractors' or suppliers', key officers and directors have not been [charged or convicted] of any criminal offense (including felonies and misdemeanors) or infractions/violations of ordinance which carry the penalty of imprisonment.

If so charged or convicted, please state details:<sup>2</sup>

(a) Nature of the offense/violation: \_\_\_\_\_

(b) Court/Area of jurisdiction: \_\_\_\_\_

(c) Resolution (i.e. dismissed; settled; convicted/duration of penalty): \_\_\_\_\_

---

<sup>1</sup> Any such disclosure shall be forwarded by the Purchaser to ADB.

<sup>2</sup> Any such disclosure shall be forwarded by the Purchaser to ADB.

(d) Other relevant details:

10. You/your firm understands that it is your obligation to notify ADB should you/your firm, joint venture partners, associates, parent company, affiliates or subsidiaries, including any Subcontractors or Suppliers, be temporarily suspended, debarred or become ineligible to work with ADB or any other multilateral development banks, the purchaser's country, international organizations, and other donor agencies, or any of your key officers and directors be charged or convicted of any criminal offense or infractions/violations of ordinance which carry the penalty of imprisonment.
11. Any misrepresentation that knowingly or recklessly misleads, or attempts to mislead may lead to the automatic rejection of the quotation/bid or cancellation of the contract, if awarded, and may result in remedial actions, in accordance with ADB's Anticorruption Policy (1998, as amended to date) and Integrity Principles and Guidelines (2015 as amended from time to time).
12. A bidder shall not have a conflict of interest. All bidders found to have a conflict of interest shall be disqualified.
13. Please confirm by fax/e-mail the receipt of this request and whether or not you will submit the price quotation(s).

Sincerely,

---

Project Director

**Attachment 1**  
**SUPPLY AND DELIVERY SCHEDULE**

<b>Item No.</b>	<b>Description</b>	<b>Qty</b>	<b>Rate</b>	<b>Amount</b>	<b>Delivery Location</b>	<b>Delivery duration</b>
1	Modular cold room	1			The goods should be delivered to RDTC, Zhemgang	The items should be delivered within 90 days from the date of the supply order.
2	Electric steam boiler machine	1				
3	Wine fermenting glass jar	4				
4	Electric Meat smoker	1				
5	Moisture meter	1				
6	Water activity meter	1				
7	Laboratory incubator	1				
8	Crude Fibre analyzer	1				
9	Juice extractor machine	1				
10	Nitrogen gas cylinder	3				
11	Pressure canner	3				
12	Foot model crown corking machine	1				
13	Bottle Cap sealer	2				
14	Manual Bubble Tea Cup Sealer	1				
15	Mini Cereal roasting machine	1				
16	Extruder machine	1				
17	Cake Display counter	1				
18	Proofer	1				
19	Brewing distillation still	1				
20	Carbonator (soda maker)	1				
21	Dehydrator/dryer	1				
22	Milk Chilling Vat	1				
23	Tea Rolling Machine	1				
24	Soft Serve Ice Cream Machine	1				
	<b>Total Amount</b>					

**Attachment 2**

**Technical specification format**

1. Modular cold room

<b>Description</b>	<b>Minimum Requirement</b>	<b>Bidder's Response Complied (Yes/No)</b>	<b>If "No" Bidders Comments</b>
Make			
Model			
Country of Origin			
Specification	<p>Precise digital temperature controllers.                      Temperature range: -18°C to +10°C                      High-density polyurethane (PU) insulation panels.                      Capacity: 1-2 tons.                      Power Supply: Single phase.                      Dimension: 8ftx8ftx8ft</p> 		

2. Electric steam boiler machine

<b>Description</b>	<b>Minimum Requirement</b>	<b>Bidder's Response Complied</b>	<b>If "No" Bidders Comments</b>

		(Yes/No)	
Make			
Model			
Country of Origin			
Specification	<p>Steam capacity: 35 kg/H,  Rated working pressure: 0.7 Mpa,  Electric supply: 400V/50 Hz,  Saturated Steam temp: 170 degree C  With spare heating tube and other necessary accessories</p> 		

### 3. Wine fermenting Glass jar

Description	Minimum Requirement	Bidder's Response Complied (Yes/No)	If "No" Bidders Comments
Make			
Model			
Country of Origin			

Specification	<p>Material: Glass and Silicone</p> <p>Capacity: 15-20 L</p> <p>Air-lock stopper system</p> 		
---------------	---	--	--

4. Electric Meat smoker

Description	Minimum Requirement	Bidder's Response Complied (Yes/No)	If "No" Bidders Comments
Make			
Model			
Country of Origin			
Specification	<p>Power :220V</p> <p>Temperature:20-120°C</p> <p>Dimension: Approx. 1000x600x1800mm</p> <p>Material: SS Body</p> <p>Control Panel: Digital</p> <p>Capacity :100Kg</p> 		

5. Infrared moisture analyzer

Description	Minimum Requirement	Bidder's Response Complied (Yes/No)	If "No" Bidders Comments
Make			
Model			
Country of Origin			
Specification	<p>Power supply: AC / 220 - 240V AC            External Dimensions &amp; Weight 222 (W) x 360 (D) x 196 (H) mm            Material: Mild steel            LCD display</p> 		

6. Water activity meter

Description	Minimum Requirement	Bidder's Response Complied (Yes/No)	If "No" Bidders Comments
Make			
Model			
Country of Origin			
Specification	<p>Water activity range: 0.05 to 1.000 aw            Sample dish capacity: 7 ml recommended (15 ml full)            Measurement time: Less than 5 minutes            Display: 20 x 2 alphanumeric display with backlighting</p>		

	<p>Case material: Powder painted aluminum</p> <p>Operating environment: 4 to 50 °C</p> 		
--	--	--	--

7. Laboratory incubator

Description	Minimum Requirement	Bidder's Response Complied (Yes/No)	If "No" Bidders Comments
Make			
Model			
Country of Origin			
Specification	<p>Capacity: 30 L            Temperature Range: 4-60 deg C            Frequency: 50/60Hz            Power Supply: AC 220V            Humidity: 40-98%            Mild steel</p> 		

8. Crude Fiber Analyzer

Description	Minimum Requirement	Bidder's Response Complied (Yes/No)	If "No" Bidders Comments
Make			

Model			
Country of Origin			
Specification	<p>Measurement range: 0.1%-100%  Sample weight: 0.5g-3g  Capacity: 6 pcs/batch  Display: touch color screen  Rated power: 2.2KW  Power supply :Single phase  Dimension: Approx.  776mm×476mm×644mm</p> 		

9. Juice extractor machine

Description	Minimum Requirement	Bidder's Response Complied (Yes/No)	If "No" Bidders Comments
Make			
Model			
Country of Origin			
Specification	<p>Capacity: 0.5 T/H  Power: 1.5+0.55KW  Size: 900*320*1100MM  Sieve: 2mm, 1mm with accessories.</p> 		

10. Nitrogen Gas cylinder

Description	Minimum Requirement	Bidder's Response Complied	If "No" Bidders Comments
-------------	---------------------	----------------------------	--------------------------

		(Yes/No)	
Make			
Model			
Country of Origin			
Specification	<p>Working Pressure: 150 bar Material: Mild steel</p> <p>Capacity: 15-20 L Opening and closing valve</p> 		

.11. Pressure canner

Description	Minimum Requirement	Bidder's Response Complied (Yes/No)	If "No" Bidders Comments
Make			
Model			
Country of Origin			
Specification	<p>Capacity: 20-25 litres            Height: 16 inches            Width in diameter: 20 inches (Including handles)            Material: Aluminium            With pressure gauge</p> 		

12. Foot Model Crown Corking Machine

Description	Minimum Requirement	Bidder's Response Complied (Yes/No)	If "No" Bidders Comments
Make			
Model			
Country of Origin			
Specification	Capacity :250-300 bottles per/h Material: Mild steel Capping type: glass bottles 		

13. Bottle cap sealer

Description	Minimum Requirement	Bidder's Response Complied (Yes/No)	If "No" Bidders Comments
Make			
Model			
Country of Origin			

Specification	<p>Semi-Automatic Driven Type: Electric Capacity: 500-1000 Bottles Per Hour Material: Polypropylene Cap Diameter: 25mm-38mm Voltage: single phase</p> 		
---------------	---	--	--

14. Manual Bubble Tea Cup Sealer

Description	Minimum Requirement	Bidder's Response Complied (Yes/No)	If "No" Bidders Comments
Make			
Model			
Country of Origin			
Specification	<p>Capacity: 300-500 pouch per hour Power supply: 110V Cup sealing height: 18 cm and below</p> 		

15. Mini Cereal roasting machine

Description	Minimum Requirement	Bidder's Response Complied (Yes/No)	If "No" Bidders Comments
Make			
Model			
Country of Origin			
Specification	Capacity: 25 kg-50kg Usage/Application: semi-commercial Machine Type: Semi-Automatic Fuel: LPG 		

16. Extruder machine

Description	Minimum Requirement	Bidder's Response Complied (Yes/No)	If "No" Bidders Comments
Make			
Model			
Country of Origin			
Specification	Production Capacity: 100 kg/hr Automatic Grade: semi-Automatic Voltage (V):220 Single phase Material: Stainless steel Purpose: Kurkure type corn puffed snacks  		

17. Cake display Counter

Description	Minimum Requirement	Bidder's Response Complied (Yes/No)	If "No" Bidders Comments
Make			
Model			
Country of Origin			

<p>Specification</p>	<p>Counter type: Refrigeration</p> <p>No of shelves: 3</p> <p>Body Material: Glass and SS</p> <p>Length: 4Ft</p> <p>Front glass: Curved</p> <p>Temperature: 2-8°C</p> <p>Rear Door: Sliding</p> <p>Light: LED</p> <p>Single phase</p> 		
----------------------	--	--	--

18. Proofer

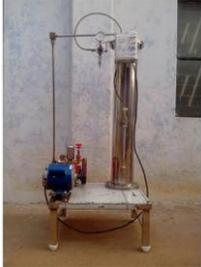
Description	Minimum Requirement	Bidder's Response Complied (Yes/No)	If "No" Bidders Comments
Make			
Model			
Country of Origin			
Specification	<p>Storage capacity: Approx. 15 Trays</p> <p>Operation mode: Automatic</p> <p>Power source: Electric</p> <p>Machine body material: Stainless steel</p> <p>Purpose: Proofing of bakery products</p> 		

19. Brewing distillation still

Description	Minimum Requirement	Bidder's Response Complied (Yes/No)	If "No" Bidders Comments
Make			
Model			
Country of Origin			

<p>Specification</p>	<p>Capacity: 20 L  Boiler barrel: Approx.30 x 30 cm  Condenser: Approx. 20 x 11 cm  All parts are made of food-grade materials, including silicone, stainless steel, and copper  Open Copper coil rapid cooling system  Durable and tight Seal with four buckles and silicone gaskets  Purpose: for brewing wine</p> 		
----------------------	--	--	--

20. Carbonator (Soda maker)

Description	Minimum Requirement	Bidder's Response Complied (Yes/No)	If "No" Bidders Comments
Make			
Model			
Country of Origin			
<p>Specification</p>	<p>Power Consumption:1 HP  Machine Type: semi-Automatic  With two carbon dioxide filling cylinder  Material: Stainless Steel  Phase: Single Phase  Purpose: to prepare soda water and other fizzy drinks and beverages.</p> 		

21. Dehydrator/dryer

Description	Minimum Requirement	Bidder's Response Complied (Yes/No)	If "No" Bidders Comments
Make			
Model			
Country of Origin			
Specification	<p>Drying capacity: 55-120 kg            Contract power: 3.96kw            Standard: Approx. 750X 965X 1855mm            Wicker trays: 12 each            Size of wicker tray: Approx. 600 X 885 X 45mm</p> 		

22. Milk Chilling Vat

Description	Minimum Requirement	Bidder's Response Complied (Yes/No)	If "No" Bidders Comments
Make			
Model			
Country of Origin			
Specification	<p>Capacity: 100-200 Litre            Tank orientation: Vertical            Material: Stainless steel 304            No of doors: 1</p> 		

23. Tea Rolling Machine

Description	Minimum Requirement	Bidder's Response Complied (Yes/No)	If "No" Bidders Comments
Make			
Model			
Country of Origin			
Specification	<p>Batch Capacity:10-20 kg per batch            Drum Diameter: 300 mm            Drum Height: 210 mm            Power Supply: 220V / 50Hz            Material: Food-grade stainless steel Machine            Dimensions (LxWxH) 870 x 700 x 995 mm            Semi-automatic</p> 		

24. Soft Serve Ice Cream Machine

Description	Minimum Requirement	Bidder's Response Complied (Yes/No)	If "No" Bidders Comments
Make			
Model			
Country of Origin			
Specification	<p>Type: Batch Freezer            Hopper Capacity : 3- 5L            Phase: Single            Size: Approx.435x490x650 mm            Temperature: -6 to -8 degree Celsius            Capacity: 10-15L</p>		



**Note:**

- a. The photos of the items are provided just for clarity purpose and no particular brand or model is preferred.
- b. The bidders are requested to submit the brochures/catalogues containing technical specifications and model numbers of the items. Any item without catalogues with the technical specification and model number of the item would form enough basis for rejection of the items.

**FORM OF QUOTATION**  
**(Goods)**

\_\_\_\_\_ (Date)

To: \_\_\_\_\_ [Purchaser's Name]  
\_\_\_\_\_ [Purchaser's Address]  
\_\_\_\_\_

We offer to execute the G-12 (b) Procurement of Lab Equipment RDTC-Zhemgang Food and Agro-processing in accordance with the **Contract Terms and Conditions** and the priced **Supply and Delivery Schedule** accompanying this Quotation for the Contract Price of \_\_\_\_\_ [amount in words and numbers] (\_\_\_\_\_) [name of currency]\_\_\_\_\_. We propose to complete the delivery of Goods described in the Contract within the Delivery Time indicated in the priced **Supply and Delivery Schedule**.

This Quotation and your written acceptance will constitute a binding Contract between us. We understand that you are not bound to accept the lowest or any Quotation you receive.

We hereby confirm that this Quotation complies with the Validity of the Offer and Warranty conditions imposed by the **Request for Quotation** document and the **Contract Terms and Conditions**, respectively.

We: (a) are a national of an ADB member country; (b) have not been associated with the firm that prepared the design and specifications of the contract that is subject of this request for quotation; (c) are not owned by the Purchaser; (d) are not currently sanctioned or temporarily suspended by the Asian Development Bank; and (e) to the best of our knowledge, is not prohibited from being contracted in compliance with a decision of the United Nations Security Council.

Name of Supplier : \_\_\_\_\_  
Authorized Signature : \_\_\_\_\_  
Name of Signatory : \_\_\_\_\_  
Title of Signatory : \_\_\_\_\_  
Address : \_\_\_\_\_  
Telephone Number : \_\_\_\_\_

Fax Number, if any : \_\_\_\_\_

Email address (optional): \_\_\_\_\_

### **ACCEPTANCE**

The Purchaser accepts the Supplier's offer to supply and deliver the goods. Attached is the Contract with accepted Contract price for Supplier's signature to be submitted to the Purchaser within 15 days from receipt. [Please provide a Performance Security for the due performance of the Contract, within 15 days of receipt of this returned **Form of Quotation**, in the amount equivalent to 10% of the Contract Price.]

Name of Purchaser : Project Management Unit, DWPSD, MoESD

Authorized Signature : Project Director

Name of Signatory : Mr. Phub Rinzin

Title of Signatory : Project Director

Date : \_\_\_\_\_

## CONTRACT

Name of Country: Bhutan

Project Name: Pathways for Emerging Skills and Jobs Project (PESJP)

Name of Contract: \_\_\_\_\_

Contract Number \_\_\_\_\_

This Contract is entered into on \_\_\_[date]\_\_\_ day of \_[month]\_, \_[year], between **Department of Workforce Planning and Skills Development, Ministry of Education and Skills Development** (hereinafter called “the Purchaser”) on the one part, and \_\_\_[name of Supplier]\_\_\_\_\_ (hereinafter called “the Supplier”) on the other part.

Whereas the Purchaser has requested for quotation for \_\_\_\_\_ [description of goods] to be supplied by Supplier in accordance with the **Contract**, and has accepted the Quotation by the Supplier in the amount of \_\_\_[amount in words]\_\_\_ [amount in figures] hereinafter called “the Contract Price”.

The Purchaser and the Supplier agree as follows:

1. The following documents shall be deemed to form and be read and construed as part of this Contract, viz:
  - a) **Form of Quotation, with Supply and Delivery Schedule;**
  - b) **Contract Terms and Conditions;** and
  - c) **Technical Specifications**
2. Taking into account payments to be made by the Purchaser to the Supplier as provided herein, the Supplier hereby enters into this **Contract** with the Purchaser to execute and complete the supply of goods under the Contract and remedy any defects therein in conformity with the provisions of this **Contract** and its **Terms and Conditions**.
3. The Purchaser agrees to pay the Supplier, in consideration of the supply and delivery of the goods and the remedying of defects therein, the **Contract Price** as indicated and accepted in

the **Form of Quotation**, under payment terms stipulated in the **Contract Terms and Conditions**.

IN WITNESS whereof the parties hereto have executed the Contract under the laws of \_\_\_\_\_ [*country of Purchaser*] on the date indicated above.

**Signature and seal of the Purchaser:**

For and on behalf of

\_\_\_\_\_  
Name of Authorized Representative

**Signature and seal of the Supplier:**

For and on behalf of

\_\_\_\_\_  
Name of Authorized Representative

## **CONTRACT TERMS AND CONDITIONS**

Project Name: **Pathways for Emerging Skills and Jobs Project**

Purchaser: **Project Management Unit, DWPSD, MoESD**

Package No. G-12 (b) Procurement of Lab Equipment RDTC-Zhemgang Food and Agro-processing

### **Definitions**

- (a) "Contract" means the agreement entered into between the Purchaser and the Supplier, together with the Contract Documents referred to therein, including all attachments, appendixes, and all documents incorporated by reference therein.
- (b) "Contract Documents" means the documents listed in the Agreement, including any amendments thereto.
- (c) "Contract Price" means the price payable to the Supplier as specified in the Agreement, subject to such additions and adjustments thereto or deductions therefrom, as may be made pursuant to the Contract.
- (d) "Delivery" means the transfer of the Goods from the Supplier to the Purchaser in accordance with the terms and conditions set forth in the Contract.
- (e) "Completion" means the fulfilment of the delivery and any related service by the Supplier in accordance with the terms and conditions set forth in the Contract.
- (f) "Goods" means all of the commodities, raw material, machinery and equipment, and/or other materials that the Supplier is required to supply to the Purchaser under the Contract.
- (g) "Purchaser" means the entity purchasing the Goods and Related Services, as specified in the SCC.
- (h) "Supplier" means the natural person, private or government entity, or a combination of the above, whose bid to perform the Contract has been accepted by the Purchaser and is named as such in the Agreement, and includes the legal successors or permitted assigns of the Supplier.
- (i) "ADB" is the Asian Development Bank.

### **1. Applicable Law**

2.1 The Contract shall be interpreted in accordance with the laws of the Purchaser's country (**Law of Kingdom of Bhutan**).

## **2. Language**

3.1 All communications and documents related to the Contract shall be in English.

## **3. Assignment**

4.1 Any assignment of this Contract or of any rights hereunder, in whole or in part without the prior written consent of the Purchaser shall be void.

## **4. Fraud and Corruption**

5.1 This Contract shall be covered by the provisions of [ADB's Anticorruption Policy](#) (1998, as amended to date) and [Integrity Principles and Guidelines](#) (2015, as amended from time to time) that requires Borrowers (including beneficiaries of ADB-financed activity), as well as Suppliers and Contractors under ADB-financed contracts, to observe the highest standard of ethics during the procurement and execution of such contracts.

## **5. Fixed Contract Price**

6.1 The prices indicated in the Form of Quotation are firm and fixed and not subject to any adjustment during contract performance.

## **6. Delivery Schedule**

7.1 The delivery should be completed as per schedule indicated in the **Supply and Delivery Schedule** but not exceeding 4 months from the date of issuing the supply order.

## **7. Required Technical Specifications (with attachments as necessary)**

- (a) General Description
- (b) Specific details and technical standards
- (c) Performance Parameters

Supplier confirms compliance with above specifications.

## **8. Delivery and Documents**

9.1 Upon delivery, the Supplier shall provide the following documents to the Purchaser:

- (a) copies of the Supplier's invoice showing goods' description, quantity, unit price, and total amount;
- (b) manufacturer's or supplier's warranty certificate; and
- (c) certificate of origin.

If goods are coming by courier, supplier shall also provide prior to delivery, copies of documents that will enable Purchaser to receive the goods. The above documents shall be received by the Purchaser at least one week before arrival of the goods and, if not received, the Supplier shall be responsible for any consequent expenses.

**9. Taxes and Duties**

10.1 The Supplier shall be entirely responsible for all taxes, duties, license fees, etc., incurred until delivery of the contracted Goods to the Purchaser.

**10. Payment**

11.1 Payment of the contract price shall be made in the following manner:

(a) (Optional advance payment) 10% within 14 days of signing the contract. Payment shall be made upon presentation by Supplier of verifiable proof of availability of goods ready for shipment/delivery.

(b) 90% (or 80% if advance payment made) within 30 days from receipt by the Purchaser of the delivered goods on site in accordance with the contract (or whatever is appropriate for the goods being procured) including the required documents; and

(c) 10% within 14 days upon submission of Supplier's claim supported by the acceptance certificate issued by the Purchaser.

**11. Warranty**

12.1 Goods offered should be covered by manufacturer's warranty for at least 12 months from the date of delivery to the Purchaser.

**12. Defects**

13.1 All defects will be corrected by the Supplier without any cost to the Purchaser within 30 days from the date of notice by Purchaser. The name and address of service facility where the defects are to be corrected by the Supplier within the warranty period are:

Address: RDTC, Zhemgang as indicated in the supply and delivery schedule.

**13. Resolution of Disputes**

14.1 The Purchaser and the Supplier shall make every effort to resolve amicably by direct informal negotiation any disagreement or dispute between them under or in connection with the Contract. In the case of an unresolved dispute between the Purchaser and the

Supplier, the dispute shall be settled in accordance with the provisions of the Arbitration Act of Royal Government of Royal Government of Bhutan.

**14. Failure to Perform**

15.1 Failure to perform or delay delivery. The supplier will be liable to pay liquidated damage for delay delivery at the rate of 0.5% of the contract price per week. The maximum amount of Liquidated damage shall be 10% of the contract price of the undelivered items. Any delay beyond 10% will be termed as fundamental breach of contract and the purchaser may cancel the contract upon 14 days' notice to the supplier.

**15. Force Majeure**

16.1 The supplier shall not be liable for penalties or termination for default if and to the extent that its delay in performance or other failure to perform its obligations under the Contract is the result of an event of Force Majeure.

(a) For purposes of this Clause, "Force Majeure" means an event beyond the control of the Supplier and not involving the Supplier's fault or negligence and not foreseeable. Such events may include, but not restricted to, act of Purchaser in its sovereign capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions, and freight embargoes.

(b) If a Force Majeure situation arises, the Supplier shall promptly notify the Purchaser in writing of such condition and the cause thereof. Unless otherwise directed by the Purchaser in writing, the Supplier shall continue to perform its obligations under the Contract as far as is reasonably practical and shall seek all reasonable alternative means for performance not prevented by Force Majeure event.

**16. Termination Due to Integrity Violation**

17.1 The Purchaser may terminate this Contract, in whole or in part, if the Supplier, in the judgment of the Purchaser has engaged in integrity violations in accordance with Clause 5 [Fraud and Corruption], in competing for or in executing this Contract.

**17. Accounts and Records**

18.1 The Supplier shall keep accurate and systematic accounts and records in respect of the delivered goods in such form and detail as are customary in the industry, for a period of no less than 3 years after the expiration or termination of this Contract.

**18. Suspension of ADB Loan or Credit**

- 19.1 In the event that ADB suspends the Loan or Credit to the Purchaser, from which part of the payments to the Supplier are being made,
- (a) the Purchaser is obligated to notify the Supplier, with copy to the Purchaser's representative, of such suspension within 7 days of having received ADB's suspension notice.
  - (b) if the Supplier has not received sums due it within the 28 days for payment provided for in Clause 11 [Payments], the Supplier may immediately issue a 14-day termination notice.