

ELECTRONIC STANDARD BIDDING DOCUMENTS (e-SBD)

“Leasing of BOC/MPH Structure at Khuruthang”



**Royal Government of Bhutan
Ministry of Finance**

2025

PREFACE

One of the primary mandates and powers vested in the Ministry of Finance, as stipulated under Section 104(i) of the Public Finance (Amendment) Act of Bhutan 2012, is to issue rules, manuals, directives, instructions, or notifications to ensure an equitable, transparent, competitive, and cost-effective procurement system in the country. In line with this mandate, the electronic Standard Bidding Document (e-SBD) for the Procurement of Works (Above Nu. 5 million) 2025 has been drafted as an implementing document under the Procurement Rules and Regulations 2025.

In exercise of the powers conferred under Section 104(i) of the Public Finance (Amendment) Act of Bhutan 2012, the Ministry of Finance hereby adopts the electronic Standard Bidding Document (e-SBD) for the Procurement of Works (Above Nu. 5 million) 2025, as endorsed during the 9th Policy and Planning Coordination Meeting held on May 12, 2025. The revised e-SBD shall come into effect from 1st July 2025.

Any queries, clarification, interpretation on this standard bidding document contact:

Procurement Management and Development Division

Department of Procurement and Properties

Ministry of Finance

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Contents

1. Invitation for Quotation (IFQ).....	1
A. General	1
B. Submission and Opening of Bids	2
C. Evaluation of Bids	2
D. Award of Work.....	2
2. Schedule of Items and Priced Quotation	4
3. Technical Specification of the Goods	4
4. Bidding and Contract Forms	5
Form 1: Integrity Pact	5
Form-2: Bid-Securing Declaration.....	7
Form-3: Letter of Intent	8
Form- 4: Letter of Acceptance	9
Form-5: Performance Security.....	10
Form-6: Contract Agreement	11
Form-7: Bank Guarantee for Advance Payment.....	13
5. Terms and Conditions for the Supply of Goods and Payment.....	14

1. Invitation for Quotation (IFQ)

Date:5/9/2025

To:

Dear Sir/ Madam,

A. General:

The eligible bidders with valid trade license registered within the Punakha, you are invited to submit your priced bid for the Leasing of BOC/MPH Structure (including all the amenities) at Khuruthang.

REMARK: *The registered bidders/lessees should have established and currently operating business activities physically within Punakha*

i) Leasing of BOC/MPH Structure at Khuruthang

1. Bid-Submission Date: 19/09/2025. Time: 10:00 am, Bid Opening Date: 19/09/2025, Time: 10:30 am, Venue: Procurement Office.
 2. The bids submitted will be opened by the tender committee after the bid submission deadline on the same day in presence of the bidders.
 3. The bid shall be valid for a period of [30 days] from the deadline for receipt of bid. In exceptional circumstances, prior to the expiration of the bid validity period, the Procuring Agency may solicit the lessee/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.
 4. Any non-compliance with Bid Securing Declaration terms and conditions will result in forfeiture of Bid Security amount of (Nu.50,000/- Lump Sum fixed)
 5. Prices shall be quoted in Ngultrum by the lessee/bidder. The quoted price shall be inclusive of all related costs including taxes, duties and other levies etc.
 6. The Bidder(s) lessee shall quote for whole structure as one package under this bid and contract shall be awarded to the bidder offering the best bid price.
 7. The Lessor/Procuring agency and bidder/lessee shall be bound by the terms and conditions specified in the Integrity Pact and contract documents.
 8. **General Terms other Conditions**
 - a. If the Lessee/bidder fails to perform any other obligation(s) under the integrity pack, the Procuring agency will notify the lessee for compliance or may lead to early termination of the contract.
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- b. The lessee/bidder whose bid is accepted will be notified of the award of contract by the Dzongkhag Administration prior to expiration of the quotation validity period. The terms of the accepted offer shall be incorporated in integrity pack.
 - c. The Lessee/bidder shall be required to submit a performance security of Nu. 100,000/- (one lakh only) LUMP SUM fixed 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 warranty period and will be renewed every one month before expiry of warranty period by the lessee/bidder and PS shall be returned after the end of contract period.
 - d. The lessor/procuring agency may, by written notice, terminate the lessee (or Contract if applicable) in whole or in part at any time for its convenience:
 - e. If the Lessee/bidder fails to perform any other Terms and conditions specified as per the contract agreement specified IP shall led to breaching of the contract.
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- f. The Lessee/bidder has to deposit his rental charges per month to Punakha Dzongkhag Sports Association.
- g. The Lessee/bidder shall maintain the Space clean at all times and should ensure that the property are well taken care.
- h. The Lessee/bidder shall be responsible for maintaining the cleanliness of the compound and surroundings at all times.
- i. The Lessee/bidder shall always use garbage collection truck services provided by the Dzongkhag Municipal and shall dump it properly.
- j. The Lessee/Bidder shall need to repair all the damages amenities and structures by their own cost within the contract period and need to submit report to the Dzongkhag Administration for future references.
- k. The validity of this contract agreement is for **10 Years**.
- l. The procuring agency may renew the contract or will adopt new tendering procedure upon the expiry of the contract period if both the parties failed to benchmark the contract price after negotiation in line tenant rules and regulations.
- m. Lessee/bidder shall allow to establish business activities including retail or wholesale, or warehouse. Establishment of Gym and sport activities except entertainment facilities like karaoke, discotheque, party hall, etc.
- n. Any modification of the structures and other component of the space need to be approved by the Dzongkhag Administration.
- o. The Lessee/bidder shall allow to sublet sport amenities to conduct any kind of sport activities upon approval from the procuring agency and shall not be allowed to sublet whole structure for business activities. Failing which the performance security shall be enchased and the contract shall be terminated thereof.
- p. Any sport activities conducted by Dzongkhag Administration should give first priority with minimal the fee for the amenities.
- q. The lessee/bidder shall pay charges for electricity, water, sewerage, telephone, and any other services as per the bills received from the concerned agencies. On the expiry of the contract, the lessee must produce no-due clearance bills/certificates to the lesser for the facilities he/she has availed during his/her tenure.
- r. If the lessee/bidder wishes to discontinue before the expiry of the lease period, the lessee shall give in writing (one month in advance) to the lessor or in lieu thereof pay one month's rent. In a case that the lesser wishes to terminate the contract before the expiry of the lease period, a written notification shall be served, one month in advance.
- s. The lessee/bidder shall pay a monthly rent by the 3rd day of every calendar month, failing which a penalty of 0.1% daily to a maximum of 10% in a week shall be applied. If the lessee/bidder fails to pay the monthly rent for three months consecutively, the performance security shall be forfeited and the lessee shall be terminated.
- t. If the Administration receives any genuine complaint against the lessee, the Dzongkhag Tender Committee will look into the matter and issue a reprimand letter to the lessee if he was found guilty.

However, if the lessee does not show any improvement after serving a reprimand letter, the administration will have the right to terminate the contract.

- u. After the completion of the lease period, the lessee/bidder should empty the space and handover to the Dzongkhag Administration in good condition without any defect and modification.
- v. The rental increment will be in accordance with the government tenancy act and will be levy every after two years.
- w. The other terms and conditions not covered by this document will be governed by the Financial/Procurement Rules and Regulations 2025 and other terms and conditions.

Submission and Opening of Bids

9. The Bidder/lessee shall be required to submit the following Documents as part of the bid:
 - a. A duly completed and signed priced quotation as per the Schedule of Items and the Priced Quotation;
 - b. A valid Trade License;
 - c. A valid Tax Clearance Certificate;
 - d. Signed Bid- Securing Declaration;
 - e. Any other requirements specified in this document
10. Bidders/lessee must agree to the Integrity Pact and Bid Securing Declaration.
11. The bid should be submitted as per the IFQ and in accordance with the attached Contract. The Terms and Conditions specified in this document of lease is an integral part of the Contract.
12. The quotation(s) shall be opened on the same day of submission deadline by the tender committee at the date and time specified in the notice.
13. The bids submitted without signed “Bid Securing Declaration” will be treated as non-responsive.

B. Evaluation of Bids

14. Evaluation shall be carried lot wise for whole structure as one package.
15. The bids submitted without signed “Bid Securing Declaration” will be treated as non-responsive.
16. The bids submitted without signed “Bid Securing Declaration” will be treated as non-responsive.
17. Each item shall be evaluated and a contract will be awarded to the firm(s) offering the best evaluated price.
18. Offers or quoted price is determined to be substantially responsive meeting all eligibility criteria and the technical specifications, will be evaluated by comparison of their quoted prices with the existing market rates for all the items
19. The Evaluation Committee shall ensure that the bids are at per with the existing market rates.

C. Award of Work

20. The award shall be made to the Bidder/lessee who is offering the best evaluated Bid that meets all requirements prescribed in the bidding document.
21. The Procuring agency is not bound to accept the Bid and reserves the right to accept or reject any or all the Bids. The Bidder/lessee(s) shall, however, be informed with the justified reason(s).
22. Tie- Bids: In the event of a tie in bid prices among two or more bidders, the Procuring Agency may award to all the bidder or will go for negotiation, the bid will be awarded to the bidder willing to offered best bid price after the negotiation.

23. The Bidder/lessee whose Bid is accepted will be notified of the award of contract by issuance of 'Letter of Intent' the Procuring agency/lessor and a copy will be sent to all participating bidders.
24. If no bidder/lessee submits any complaint within the standstill period of 5 days for Open Tendering Method and 2 days for the Limited Tendering Method, the bidder/lessee whose bid is accepted will be notified of the award of contract by issuance of 'Letter of Acceptance'.
25. The bidder/lessee shall within seven (7) working days be required to submit a performance security of **(Nu:100,000/- Lump Sum Fixed)** 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 the contract period.
26. The successful Bidder/lessee will sign a contract adhering to the terms and conditions with the procuring agency within 7 days upon issuance of letter of acceptance. Failing to which shall led to forfeiture of bid security in line with the bid security declaration.

2. Schedule of Items and Priced Quotation
Schedule of Items and Priced Quotation (bid form)

Lot No	Name of Agency	Based on rent charges per month	Space	Rent per month Nu: (Lump sum)	Rates in words
Package	Multi-Purpose Hall (MPH)	200,000/-	Whole Structure		

Total Amount in Nu. (in words)	<i>Nu:</i>
Leasing period	
	<i>10 year</i>

Signature of Supplier	<i>Suppliers official seal</i>
Name of Supplier	
Date	

3. Bidding and Contract Forms

Form 1: Integrity Pact

1. General:

Whereas (*Dzongkhag Administration, Punakha, with power of attorney*), Royal Government of Bhutan, hereinafter referred to as the “Procuring Agency” on one part, and (*Name of Bidder -----, with power of attorney*) representing M/s. (Name of firm.....), hereinafter referred to as the “**Bidder/lessee**” on the other part hereby execute this agreement as follows:

This agreement shall be a part of the Standard Bidding Document, which shall be signed by both the parties and submitted along with the tender document.

2. Objectives:

Whereas, the Procuring Agency and the Bidder/lessee agree to enter into this agreement, hereinafter referred to as IP, to avoid 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:

1. Enabling the Procuring Agency 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. Enabling Bidders/lessees 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.

3. Scope

The validity of this IP shall cover the Bidding process and contract administration period for the period of one year after signing of the contract abiding all the terms and conditions specified in the contract document.

4. Commitments of the Procuring Agency

1. The Procuring Agency hereby undertakes that no officials of the Procuring Agency, 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.
2. The Procuring Agency further confirms that its officials shall not favor any prospective Bidder in any form that could afford an undue advantage to that particular Bidder in the Bidding process and contract administration and will treat all Bidders alike.
3. Officials of the Procuring Agency, who may have observed or noticed or have reasonable suspicion, shall report to the head of the employing agency or an appropriate government office any violation or attempted violation of clauses 4.1 and 4.2. 13
4. Following report on violation of clauses 4.1 and 4.2 by official(s), through any source, necessary disciplinary proceedings, or any other action as deemed fit, including criminal

Proceedings shall be initiated by the Procuring Agency and such a person shall be debarred from further dealings related to the Bidding process and contract administration.

5. Commitments of Bidders

The Bidder/lessee 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:

1. The Bidder/lessee 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 Procuring Agency, 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.
2. The Bidder/lessee shall not collude with other parties interested in the contract to manipulate in whatsoever form or manner, the Bidding process and contract administration.
3. If the Bidder/lessee(s) have observed or noticed or have reasonable suspicion that the provisions of the IP have been violated by the Procuring Agency, the Bidder/lessee shall report such violations to the head of the Procuring Agency.

6. Sanctions for Violation:

The breach of any of the aforesaid provisions shall result in administrative charges or penal actions as per the relevant rules and laws.

1. The breach of the IP or commission of any offence (forgery, providing false information, misrepresentation, providing false/fake documents, Bid rigging, Bid steering or coercion) by the Bidder, or any one employed by him, or acting on his/her behalf (whether with or without the knowledge of the Bidder), shall be dealt with as per the terms and conditions of the contract and other provisions of the relevant laws, including Debarment Rules.
2. The breach of the IP or commission of any offence by the officials of the Procuring Agency shall be dealt with as per the rules and laws of the land in vogue.

7. Monitoring and Administration:

1. The respective Procuring Agency shall be responsible for administration and monitoring of the IP as per the relevant laws.
2. The Bidder shall have the right to appeal/setting aside as per the arbitration mechanism contained in the relevant rules.

We, hereby declare that we have read and understood the clauses of this agreement and shall abide by it.

Dzongkhag Administration

Signature:

Name of the Bidder:

Signature (Legal Stamp Affixed)

Designation:

Business Registration/License No

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 (Nu: 50000) specified in the terms and conditions within 5 days of your instruction and failure to do so will debar us from being eligible for Bidding in any contract with all the Government Procuring Agencies for the 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 in the Bid; or
- b. having not accepted the correction of error; or
- c. Having been notified of the acceptance of our Bid by the Procuring Agency during the period of Bid validity, (i) fail or refuse to furnish the performance security in accordance with the T&C 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.

Name of the Bidder:

Signature (Legal Stamp Affixed)

Designation:

Business Registration/License No:

Form-3: Letter of Intent

Date:.....)

To

.....

.....

Dear Sir/Madam,

This is to notify you that, it is our intention to award the contract for your bid dated]
for execution of the Leasing of MPH at Khuruthang], [*Identification
Reference No.....*] for the Contract Price as corrected and modified in accordance with the
Instructions to Bidders.

(Chairperson)

Dzongkhag Tender Committee

Cc.

1.

Form- 4: Letter of Acceptance

To,

Name:

Address:

This is to notify you that your Bid dated _____for the Leasing of MPH at Khuruthang as corrected and modified in accordance with the Instructions to Bidders is hereby accepted by our Agency.

The Contract in duplicate is attached hereto. You are hereby instructed to complete the following process within 7 working days.

- a. confirm your acceptance of this Letter of Acceptance;
- b. furnish the Performance Security; and
- c. Execute the signing of the contract.

Authorized Signature:

Name:

Title of Signatory:

Name of Agency:

Attachment: Contract Agreement

Form-5: 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 Procuring agency]*

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

We have been informed that *[insert complete name of Supplier]* (hereinafter called "the Supplier") has entered into Contract No. *[insert number]* dated *[insert day and month]*, *[insert year]* with you, for the supply of *[description of Goods and related 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 Supplier, 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 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]*, and any demand for payment under it must be received by us at this office on or before that date. We agree to an extension of this Guarantee for a period as required by the procuring agency in response to the procuring agency'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]

Form-6: Contract Agreement

THIS CONTRACT AGREEMENT made on (**Day: ...**) of (**Month: ...**), [**Year: 2025**],
BETWEEN

1. [**Dzongkhag Administration, Punakha**], and having its principal place of business at [**Punakha**] (hereinafter called “the Procuring Agency”), and
2. [.....], a corporation incorporated under the laws of [**Bhutan**] having its principal place of business at (Hereinafter called “the bidder/lessee”).

WHEREAS the Procuring agency invited Bids for LEASING OF EMPTY SPCE (BOC) hall at khuruthang.....]for the period of two years has accepted a Bid by the bidders/lessees for the **leasing of space** as per the quoted amounts specified in the price schedule package wise, (*expressed in the Contract currency/ies*) (hereinafter called “the Contract Price Nu:.....”).

NOW THIS AGREEMENT WITNESS AS FOLLOWS:

1. In this agreement, words and expressions shall have the same meaning 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 Supplier, and each shall be read and construed as an integral part of the Contract, viz.:

This Contract Agreement include:

- a. Terms and Conditions specified in the Bidding Documents
 - b. The Bidder/lessee's Bid and original Price Schedules;
 - c. The Procuring Agency's Notification of Award of Contract;
 - d. The form of Performance Security;
 - e. The form of Bank Guarantee for Advance Payment; and
 - f. Integrity Pack
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 Supplier as hereinafter mentioned, the Supplier hereby covenants with the Procuring Agency to provide THE Goods and Services 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 bidder/lessees in consideration of the provision of the Goods and Related Services and the remedying of defects therein, the Contract Price or such other sums may become payable under the provisions of the Contract at the time 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: *[signature.....]*
In the capacity of [HOPA]

In the presence of *[signature.....]* *[Procurement Officer]*

For and on behalf of the Supplier

Signed: *[signature of authorized representative(s) of the Supplier.....]*
In the capacity of [Designation:]

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

[Identification of official witness:]

Form-7: 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]*

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

[Bank's letterhead]

Beneficiary: *[insert legal name and address of Procuring agency]*

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

We, *[insert legal name and address of bank]*, have been informed that *[insert complete name and address of Supplier]* (hereinafter called "the Supplier") has entered into Contract No. *[insert number]* dated *[insert date of Contract]* with you, for the supply of *[insert types of Goods to be delivered]* (hereinafter called "the Contract").

Furthermore, we understand that, according to the conditions of the Contract, an Advance Payment is to be made against an Advance Payment Guarantee.

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) 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 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 date⁴]*. We agree to an extension of this Guarantee for a period as required by the procuring agency in response to the Procuring agency'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]

4. Terms and Conditions for the Supply of Goods and Payment

The Terms and Conditions 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 Supplier shall form any part of the Contract.

1. The Supplier shall be required to submit a performance security of 10% of the quoted price and shall be valid till the end of the contract period or warrant period if applicable.
2. Ten percent (10%) of the Contract Price shall be paid within fourteen (14) days of signing of the Contract, and upon submission of a claim and an advance payment guarantee for the equivalent amount valid until the Goods are delivered and, in the form, provided in the Bidding Documents.
3. The purchase order for one-time purchases shall be sent within five (5) working days after the signing of the contract.
4. The supply of the goods shall be completed within the number of days specified in the contract from the date of issue of the purchase Order, or the signing of the contract;
5. Payment of the Invoice shall be arranged by the Procuring Agency, within twenty-five (25) days upon submission of the original Invoice and TPN number, against the actual supplied quantities of goods as listed in the Purchase Order.
6. Any goods found defective during the warranty period shall be replaced/ repaired by the Supplier at his cost. If the supplier fails to rectify and or replace the defective goods, the Procuring Agency shall do it at the cost of the supplier.
7. The Supplier shall pay Liquidated Damages at the rate of 0.1% per day for each day of delay up to a maximum of 10% of the contract price on the undelivered portions of the goods.
8. The Procuring Agency may, by written notice, terminate the Purchase Order (or Contract if applicable) in whole or in part at any time, if:
 - a. the Supplier fails to perform any other Terms and Conditions specified with the Purchase Order, or exceeds the maximum amount of liquidated damages;
 - b. the Supplier fails to perform any other obligation(s) under the Purchase Order;
 - c. the Supplier does not take any remedial action within a reasonable time after receipt of a notice of default from the Procuring Agency specifying the nature of the default(s); or
 - d. the Supplier, 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.

9. In case the contract is terminated because of the failure of the Supplier, the Supplier in addition to the Liquidated damages (if applicable) shall also be liable for any additional cost required to procure the same goods.
10. Following the termination of contract, the Procuring Agency may directly award or directly procure from the market. The differential amount between the quoted price & market price shall be covered from the performance security amount.
11. The Supplier shall provide the warranty, as stipulated in the Quotation document, for the goods to be supplied and confirm that if any faults are detected within the warranty period in the supplied/installed goods, the Supplier shall be bound to rectify the fault or replace the goods as the case may be. The security deposit shall be used to cover the cost of supplies not delivered or defective items not replaced or rectified.
12. Any other terms and conditions: