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**ROYAL MONETARY AUTHORITY OF BHUTAN**



**BIDDING DOCUMENTS FOR**

“The Supply of Oracle Sparc T8 Server and Storage Servers (BFS) for  
FY 2023-2024”

**PROCURING AGENCY**

**ROYAL MONETARY AUTHORITY OF BHUTAN, THIMPHU**





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**Invitation for Bids (IFB)**

**Royal Monetary Authority of Bhutan**

The Royal Monetary Authority of Bhutan invites sealed bids from eligible and qualified bidders for “The Supply of Oracle Sparc T8 Server and Storage Servers (BFS) for FY 2023-2024” having valid Trade License, Tax Clearance Certificate and Manufacturer Authorization. A complete set of Bidding Documents can be purchased by interested and eligible bidders upon payment of non-refundable fee of Nu. 500.00 from the Department of Administration & Finance, Head Office, RMA or can be downloaded freely from [www.rma.org.bt](http://www.rma.org.bt).

Bids must be delivered to the *Director, Department of Administration & Finance* on or before **24/11/2023 at 3:00 PM** and the electronic bidding shall not be permitted. Bids will be opened on the same date at 3:30 PM.

Interested eligible bidders may obtain further information from the Administration Section at 02-323111 ext. No. 102/126 during office hours.

Management







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## A. INSTRUCTION TO BIDDERS

### 1. Marking and sealing of bids

- 1.1 Bids shall be delivered by hand and the bidder shall seal the bid with adhesive tape or another sealant.
- 1.2 The inner envelop shall be signed across their seals by the person authorized to sign the Bid on behalf of the Bidder.
- 1.3 The outer envelope shall be marked “CONFIDENTIAL”, and write as “Tender for the Supply of Oracle Sparc T8 Server and Storage Servers (BFS) for FY 2023-2024”.
- 1.4 The bidder shall provide a cautionary as “DO NOT OPEN BEFORE the specified date, month and time”.
- 1.5 The address of the bidder shall be written on the inner envelope to enable return of the bid unopened in case it is declared “LATE”.

### 2. Price of bid

- 2.1 The rates must be quoted in Ngultrum CIF RMA office, Thimphu (or)
- 2.2 Prices shall be inclusive of all related costs including taxes, duties and other levies to the final place of delivery.

### 3. Cost of bidding

The bidder shall bear all costs associated with the preparation and submission of its Bid, and the Purchaser shall not be responsible or liable for those costs, regardless of the conduct or outcome of the Bidding process.

### 4. Price variation

Price quoted by the Bidder shall be fixed during the Bidder’s performance of the Contract and not subject to variation on any account, unless otherwise specified in the BDS.

### 5. Bid validity

- 5.1 Bid shall remain valid for 90 days from the Bid submission dateline prescribed by the Purchaser.
- 5.2 In exceptional circumstances, prior to expiry of the Bid validity period, the Purchaser may request Bidders to extend the period of validity of their Bids. The request and the responses shall be made in writing/mail. The Bid security shall also be extended for a corresponding period.

- 5.3 A bidder may refuse to extend the validity of its Bid without forfeiting its Bid Security.







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### 6. Earnest money deposit / Bid security

6.1 The bidder shall furnish, as part of its Bid, a Bid Security of 2% of total Bid price as specified as under:

The types of acceptable Bid Securities are:

- i. Unconditional Bank Guarantee issued by financial institution located in Bhutan and acceptable to the Purchaser.
  - ii. Bankers Certified Cheques/Cash Warrant or
  - iii. Demand Draft.
- 6.2 Any Bid not accompanied by a responsive Bid Security shall be declared non-responsive.
- 6.3 The Bid Security shall be discharged/returned to the unsuccessful bidder upon award of the contract.
- 6.4 The Bid Security of the successful Bidder shall be returned after signing a contract (if required) and having furnished the required Performance Security (PS).
- 6.5 Bid Security shall be forfeited:
- i. If a bidder withdraws its bid during the period of bid validity
  - ii. If the successful Bidder fails to sign the contract (if required) and furnish Performance Security (PS)
  - iii. The Bid Security shall be in favor of RMA for the Supply of Oracle Sparc T8 Server and Storage Servers (BFS) for FY 2023-2024.

### 7. Late bids

The Purchaser shall not consider any Bid that is submitted after the dateline for submission of Bids. Any Bid received by the purchaser after the dateline for submission of Bids shall be declared late, rejected and returned unopened to the Bidder.

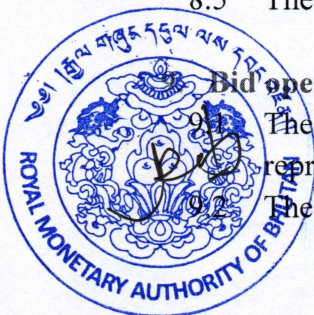
### 8. Deadline for submission of bids

- 8.1 Bids shall be delivered by hand to the purchaser at the address and no later than the date and time indicated.
- 8.2 Submission by fax or by electronic means are not acceptable.
- 8.3 The purchaser may, at its discretion, extend the dateline for the submission of Bids by amending the Bidding Documents and the same shall be communicated through desired channels to the Bidders.
- 8.4 The Bid should be submitted to the Director, Department of the Administration & Finance on or before **24/11/2023 (time 3:00 PM BST)**.
- 8.5 The Bidders shall not have the option of submitting the Bids electronically.

### Bid opening

The purchaser shall conduct the Bid Opening in public, in the presence of Bidders' representatives who chooses to attend.

The Bid shall be opened on the same date as specified under clause 8.4 at 3:30 PM.







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9.3 The Purchaser may extend the Bid opening, if the committee members are engaged on the same date as mentioned and shall be informed to all the Bidders through preferred channels.

### 10. Pricing of bid

The Bidder(s) may quote for any or all items under this invitation. Each item shall be evaluated and award contract separately to the firm(s) offering the lowest evaluated price for each item based on sample produced.

### 11. Evaluation of bid

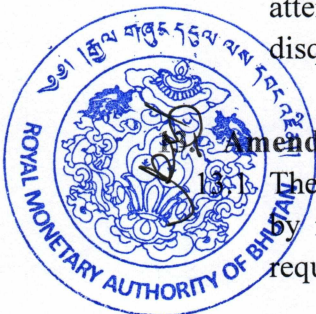
- 11.1 Bids determined to be substantially responsive to the specifications and terms will be evaluated by comparison of their quoted prices based on sample produced.
- 11.2 During evaluation, the purchaser will determine for each bid the evaluated price by adjusting the price quotation by making any corrections for any arithmetical errors as follows;
  - i. When there is a discrepancy between amounts in figures and in words, the amount in words will govern;
  - ii. When there is discrepancy between the unit rate and the line-item total resulting from multiplying the unit rate by the quantity, the unit rate as quoted shall govern unless in the opinion of the Purchaser there is an obviously gross misplacement of the decimal point in the unit rate, in which case the line-item total as quoted shall govern, and the unit rate shall be corrected.
- 11.3 If the supplier refuses to accept the correction, the quotation shall be rejected with EMD forfeiture.

### 12. Clarification on bidding documents

- 12.1 If bidder requires further bid clarification, the same shall be submitted in writing 10 days before the expiry of the submission of Bid. The purchaser shall respond to all the bidders who have acquired the bidding documents, including a description of the enquiry without identifying the source, as an amendment to the bidding document. Any bid clarification inquiry received after the last date of bid clarification will not be responded.
- 12.2 The Purchaser shall conduct pre-bid meeting only, if necessary, to clarify doubts and concerns of the bidders prior to submission of bid. Minutes of pre-bid meeting shall be circulated to all the bidders who have purchased bidding documents. Non-attendance in the pre-bid meeting, if conducted, shall not be a reason for disqualification of bidders.

### 13. Amendment of bidding documents

- 13.1 The Purchaser reserve the right to amend or modify bidding documents for any reason by issue of addendum either on its own initiative or in response to a clarification request from bidders who have purchased the bid documents prior to a predetermined







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date or deadline for submission of bids. All bidders who have purchased the documents shall be notified of the amendment in writing which shall be the part of bidding documents and shall be binding on them.

- 13.2 Depending on the nature of amendment issued, the Purchaser can also extend the deadline for the submission of bid to allow the bidders reasonable time for taking addendum into account in preparation of their bids.

**14. Rights of purchaser**

- 14.1 The Purchaser is not bound to accept the lowest bid and reserves the right to accept or reject any or all the Bids without assigning any reason whatsoever.
- 14.2 The purchaser reserves the right to award based on the Lowest Evaluated Bid; Not Lowest Evaluated Price.

**B. SUPPLY & PAYMENT TERMS**

The Terms and Conditions hereinafter may only be varied with the written agreement of the Purchaser and no terms and conditions put forward at any time by the Supplier shall form any part of the Contract.

**15. Performance Security**

- 15.1 Ten Percent (10%) of the contract value shall be deposited within 10 days starting the issuance of Purchase Order (PO).
- 15.2 Performance security shall be valid for 90 days and may returned after the successfully delivery and completion of the work.

**16. Award of purchase order**

The award will be made to the Bidder who is offering the Lowest Evaluated Bid that meets the specifications over Lowest Bid Price.

**17. Liquidated damages**

- 17.1 If the Supplier fails to deliver any or all of the goods within the period specified in the bidding document, deduct from the contract price, as Liquidated Damages, a sum equivalent to 0.1 percent per day to the maximum of 10 percent contract price.
- 17.2 The Supplier failing to supply within the period shall lead to cancellation of the order and offer to next subsequent Bidder of the lowest Evaluated Bid upon forfeiture of the Performance Security.

**18. Terms of payment**

- 18.1 Payment of the invoice shall be arranged by the purchaser upon submission of original invoice and TPN number, against the actual supplied quantities of goods as listed in the Purchase Order.







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- 18.2 Payment shall be made only upon successful supply of all items.
- 18.3 10% on total contract price shall be retained until completion of warranty period OR
- 18.4 Shall be in the form of Demand Draft or Bank Guarantee, validating until end of warranty period.

### 19. Delivery time

Supply of all the items should be made within 45 days from the date of issuance of supply order.

### 20. Warranty

- 20.1 The supplier warrants that all the goods are new, unused, and of the most recent models.
- 20.2 The supplier further warrants that the goods are free from defects arising from any act or omission of the supplier.
- 20.3 The Performance Security shall be used to cover the cost of supplies not delivered or defective items not replaced or rectified.

### 21. Termination

- 21.1 The purchaser may, by written notice, terminate the purchase order (or Contract if applicable) in whole or in part at any time for its convenience;
- 21.2 If the supplier fails to perform any other Terms and Conditions specified within the Purchase Order, or exceeds the maximum amount of liquidated damages OR
- 21.3 If the supplier does not take any remedial action within a period specified by a Purchaser OR
- 21.4 If the Supplier, in the judgement of the Purchaser, has engaged in any corrupt or fraudulent practices in competing for or in executing the tasks under this Purchase Order.

### 22. Bid form and price schedule

- 22.1 The Bid Submission Form shall be a letter address to RMA with the bidder's commitment to accept and comply with the provisions of bidding documents/contracts, which are binding on them, and abide by the bid validity date and provide performance guarantees, if required on award of contract. The Bidder shall fill the Bid Submission form and sign. Non-compliance would be treated as bidder not accepting the terms and conditions of the bid documents and shall be rejected.
- 22.2 A price schedule form for goods is to enable the bidder to indicate the description, quantity, unit of quantity, unit of price and total prices of the goods as well as information on the country of origin, taxes and duties payable shall be provided with the bid documents.
- 22.3 The bidders shall include or mention in the price schedule about any discount that may be offered by them on the quoted price.







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**23. Governing law**

The contract shall be governed by and interpreted in accordance with laws of Bhutan.

**24. Settlement of disputes**

- 24.1 The Purchaser and the Supplier shall make every effort to resolve amicably by direct informal negotiation of any disagreement or dispute arising between them.
- 24.2 The parties failing to resolve their dispute or difference by such mutual consultation, either the Purchaser or the Supplier may give notice to the other party of the intention to commence arbitration, no arbitration in respect of this matter may be commenced unless such notice is given and any dispute of difference in respect of which a notice of intention to commence arbitration shall be finally settled by arbitration.

**25. Penalty**

- 25.1 The Purchaser may procure any of the items from the open market/subsequent lowest bidder in the case supplier fails to supply the goods within the stipulated time (considering the LD period and time extension, if any) and release the difference amount between the quoted price & market price from the Performance Security. The amount to be paid exceeding the PS shall also be borne by the Bidder.
- 25.2 Bidder failing to adhere to the above terms shall be debarred from participating in any of the Authority's tender proceedings for the period of three years or more as determined by the RMA Finance and Tender Committee.







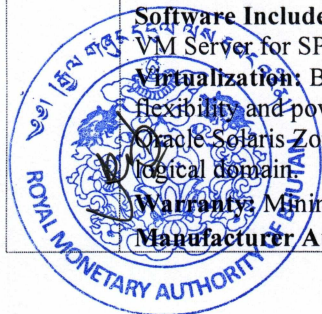
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### C. PRICE SCHEDULE AND PRODUCT SPECIFICATION

- Hardware:** An award of hardware items shall be made based on specification provided as detailed:

Sl. No	Specification	Qty	Rate	Amount
1	<b>Oracle SPARC T8-1 Server</b>	3		
	<p><b>Processor:</b> 1. Thirty-two core, 5.0 GHz SPARC M8 processor, 2. Up to 256 threads per processor (up to 8 threads per core), 3. Eight Data Analytics Accelerator units per processor, each supporting four concurrent in-memory analytics engines with decompression, 4. Thirty-two on-chip encryption instruction accelerators (one per core) with direct non-privileged support for 16 industry-standard cryptographic algorithms: AES, Camellia, CRC32c, DES, 3DES, DH, DSA, ECC, MD5, SHA-1, SHA-224, SHA-256, SHA-3, SHA-384, and SHA-512 RSA, 5. Thirty-two floating-point units and thirty-two Oracle Numbers units per processor (one per core), 6. One random number generator (one per processor)</p> <p><b>Cache Per Processor:</b> Level 1: 32 KB instruction and 16 KB data per core, Level 2: 256 KB L2 I\$ per four cores, 128 KB L2 D\$ per core, Level 3: 64 MB L3\$ on chip.</p> <p><b>RAM:</b> Minimum 32 x 8 GB DDR4-2400 registered DIMM.</p> <p><b>Interfaces:</b> 1. Network: Four 10 GbE (100 Mb/sec, 1 Gb/sec, 10 Gb/sec) ports, full duplex only, auto-negotiating. 2. Disks and internal storage: Two SAS-3 controllers providing hardware RAID, 0, 1, and 1E/10 (ZFS file system provides higher levels of RAID), 4. Expansion bus: Eight low-profile PCIe 3.0 (four x8 and four x16) slots. 5. Ports: Four external USB (two front USB 2.0 and two rear USB 3.0), one RJ45, serial management port, console 100 Mb/1 Gb network port, and two VGA ports (one front, one rear)</p> <p><b>Internal storage: Up to six 2.5-inch drives</b></p> <p><b>Storage and Media:</b> 1. 1,200 GB SAS-3 hard disk drives (HDD), minimum of six, 2. 800 GB SAS-3 solid state drive (SSD), minimum of six, 3. 6.8 TB NVMe solid state drives, minimum of four.</p> <p><b>Oracle flash accelerators NVMe PCIe 3.0 cards:</b> 1. Oracle Flash Accelerator F640 v2, minimum of four</p> <p><b>External storage:</b> 1. External DVD drive</p> <p><b>Power Supplies:</b> Two hot-swappable AC 1,200 W redundant (1 + 1) power supplies.</p> <p><b>Key RAS Features:</b> 1. Hot-pluggable disk drives, 2. Redundant, hot-swappable power supplies and fans, 3. Environmental monitoring, 4. Extended memory protection with error correction within single SDRAM, triple-bit detection across SDRAMs, page retirement, memory scrubbing, cyclic redundancy check (CRC), message retry, and lane retire in hardware, 5. DIMM sparing enabled with fully populated memory slots, increasing system reliability and uptime, 6. System Interconnect: message retry, link retrain, and lane failover, 7. Integrated dual disk controllers with RAID 0, 1, and 1E/10, 8. Fault Management Architecture and Predictive Self-Healing, 9. Live operating system upgrades, 10. Firmware updates during system operation, 11. Multiple PCIe root complexes for isolated I/O virtualization</p> <p><b>Operating System:</b> 1. Control domain: Oracle Solaris 11.3 SRU 24 or later, 2. The following versions are supported within guest domains, 3. Oracle Solaris 11.3 SRU 24 or later, 4. Oracle Solaris 10 1/13* * Plus required patches</p> <p><b>Software Included:</b> 1. Oracle Solaris 11.4 (latest version), which includes Oracle VM Server for SPARC, 2. Oracle Solaris ZFS (default file system)</p> <p><b>Virtualization:</b> Built-in, no-cost Oracle VM Server for SPARC provides the flexibility and power for running multiple logical domains in a single server. Multiple Oracle Solaris Zones may be run within a single Oracle VM Server for SPARC logical domain.</p> <p><b>Warranty:</b> Minimum 3 years</p> <p><b>Manufacturer Authorization:</b> Required MAF from OEM</p>			







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Server Storage

**Min/Max Drives:** 5/150

**Max Fast Cache:** Up to 800 GBs

**Array Enclosure:** A 2U Disk Processor Enclosure (DPE) with twenty-five 2.5" drives.

**Drive Enclosure (Disk Array Enclosure):** All models support 2U twenty-five drive trays for 2.5" drives and 3U eighty drive trays for 2.5" drives

**Standby Power System:** Dell EMC Unity systems are powered by 2 power supplies (PS) per DPE/DAE. Each power supply can provide power to the entire module if the peer PS has been removed or is faulted. DPE power during a power failure is provided by a Battery Back Up (BBU) module. BBU is located within the SP enclosure and provides power to a single module (power zone)

**RAID Options:** 1/0, 5, 6

**CPU:** 2 x Intel 6-core, 1.6GHz

**Memory:** Minimum 48 GB

**Storage:** Minimum 4 x Unity 1.2TB 10K SAS 25X2.5 DRIVE, Minimum 10 x D4 800GB SAS FLASH 25X2.5 SSD, Minimum 20 x Unity 1.2TB 10K SAS 25X2.5 DRIVE

**Max IO Modules per Array\*:** 4

**Embedded SAS IO Ports per Array:** 4 x 4 lane 12Gb/s SAS ports for BE (back end) Connection

**Base 12 Gb/s SAS BE Buses per Array:** 2 x 4 Lan

**Max 12 Gb/s SAS BE Buses per Array:** 2 x 4 Lan

**Max FE (front end) Total Ports per Array (all types):** 24

**Max Initiators per Array:** 1024

**Max FC Ports per Array:** 20

**Embedded 10GbaseT Ports per Array:** 4

**Embedded CNA ports per Array:** 4 ports: 8/16 Gb FC\*\*, 10Gb IP/iSCSI, or 1Gb, RJ45

**1 GbaseT/iSCSI Max Total Ports per Array:** 24

**10 GbE/iSCSI Max Total Ports per Array:** 24

**Max Raw Capacity\*\*\*:** 2.34 PBs

**Max SAN Hosts:** 512

**Max Number of Pools:** 20

**Max Number of LUNs per Array:** 1000

**Max LUN Size:** 256 TB

**Max file systems per Array:** 500

**Max File System Size:** 256 TB

**Max attached snapshots per Array (Block):** 1000

**Drive Types Supported:** FLASH and SAS

**Controller Interface:** 12 GB SAS

**Protocols and Software Facilities:** 1. Address Resolution Protocol (ARP), 2. Controller based Data at Rest Encryption, (D@RE), with self-managed keys, 3. Dynamic Access Control (DAC) with claims support, 4. Kerberos Authentication, 5. LDAP SSL, 6. Management & Data Ports IPv4 and/or IPv6, 7. Network Information Service (NIS) Client, 8. NFS v3/v4 Secure Support, 9. REST API: Open API that uses HTTP, requests to provide management, 10. Simple Home Directory access for SMB protocol, 11. Simple Network Management Protocol v2c & v3 (SNMP), 12. VMware® vRealize™ Orchestrator (vRO) Plug-in,

**Warranty:** 3 years

**Manufacturer Authorization:** Required OEM form MAF







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<b>Total Amount (Nu) (Sl.No. 1+2):</b> .....
<b>Total Amount (In Words):</b> ..... ..... ..... .....
Signature of supplier and seal (Affix Legal Stamp)

**1.1 Pre-requisites:** The vendors are required to furnish the following details and supporting documents during the submission of the bids:

- i. **Supply of Hardware:** OEM certification from the Manufacturer company
- ii. **Installation and Support:** The local OEM Certified Engineer with at least one year of work experience in the similar project (attach CV, recent pay slip or tax certificate). The engineer should be available to provide his expertise during the installation of the product.

**1.2 Scope of Work**

- i. **Storage Server:** The successful vendor must be responsible for carrying out the following tasks:
  - a. Supply, installation and configuration of existing SAN and new storage solution at RMA DC site (Thimphu) and DR site (Thimphu Tech Park).
  - b. Configuration of network connectivity between the servers, SAN switch and storage in both RMA DC and DR site.
  - c. Configuration and migration of local exiting storage to new SAN storage at DC.
  - d. Configure and test storage and data replication between the DC and DR storage.
  - e. Customize as per the need of RMA if any and kindly refer the diagram (attached at the end of the document).

ii. **T8 Server:** Successful vendors must be responsible for carrying out the following tasks:

- a. Installation and configuration of servers.
- b. Setting up VM and installing OS and replicate configuration from current (T7) servers.







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- c. Setting up cluster at DC.
- d. Setting up standalone server at DR.
- e. Maintain current network configuration and file paths in the new servers.
- f. Test network connectivity.

### 1.3 Post-Implementation support

- a. The vendor should be able to provide standard support 24x7 for the equipment and also be ready for support as and when required.
- b. Any device or part failure should be attended to immediately.
- c. Timely assessment (at least quarterly) of the equipment should be performed.
- d. Should provide maintenance service quarterly within the warranty period (3years).
- e. Detailed user and administration level training and documentation should be provided to RMA team upon completion of setup and configuration.

## 2. Technical Queries

For further details and queries, please contact the Information Technology Department @ +975 2323111 (extn: 126) / 321698 or send your queries to:

Mr. Phub Wangchuk, ICT Officer,  
IT Department  
Mobile: 17806303  
E-Mail: [phubwangchuk@rma.org.bt](mailto:phubwangchuk@rma.org.bt)





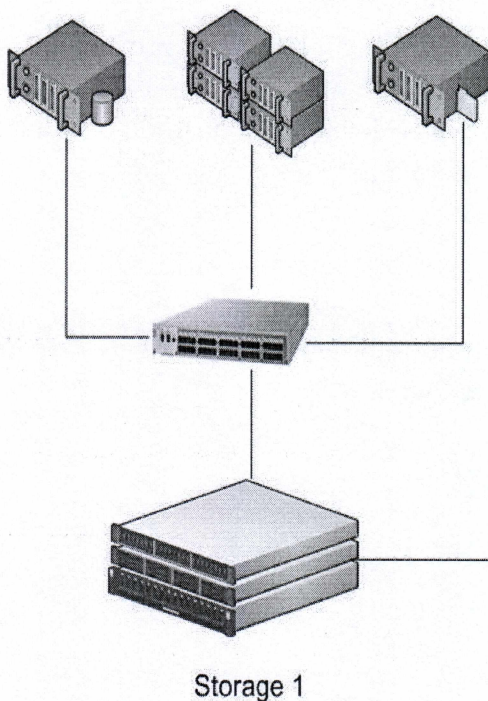


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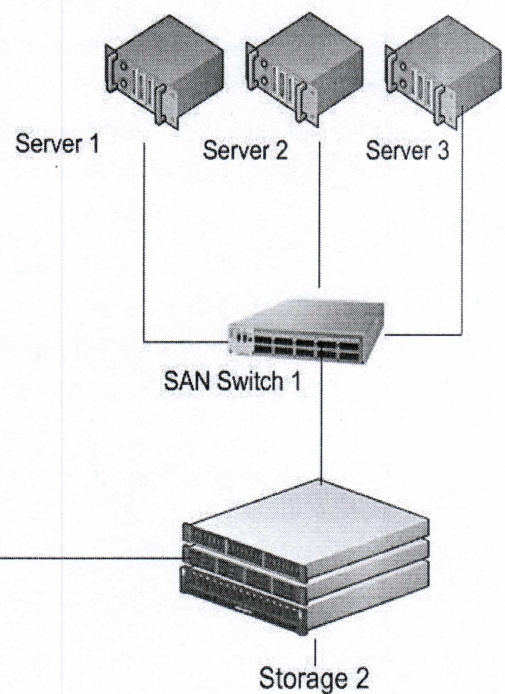
## RMA Infrastructure Setup for DR

### RMA DC site

RMA Applications and Servers



### RMA DR site

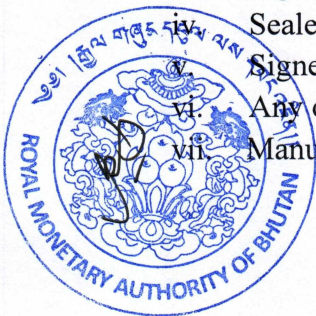


### C. DOCUMENT CHECKLIST

Suppliers having submitted the complete set of the following documents shall be evaluated to determine lowest evaluated bid; failing which a firm will be disqualified and considered non-responsive:

Document Checklist: -

- i. Must Produce valid Trade License
- ii. Must Produce Valid Tax Clearance Certificate
- iii. Signed and sealed Integrity Pact with legal stamp
- iv. Sealed and signed Price Schedules affixed with legal stamp
- v. Signed Bid Submission Form
- vi. Any other required under this document
- vii. Manufacturer Authorization







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ROYAL MONETARY AUTHORITY OF BHUTAN

FORM-I

**BID SUBMISSION FORM (SAMPLE ONLY)**

[The Bidder shall fill in this form in accordance with the instructions indicated. No alterations to its format shall be permitted and no substitutions shall be accepted.]

Date: [insert date of Bid submission]

Invitation for Bid No.: [insert tender identification number]

To: [insert complete name of the Purchaser]

We, the undersigned, declare that:

We have examined and have no reservations to the Bidding Documents;

- i. We offer to supply in conformity with the Bidding Documents and in accordance with the Delivery Schedules specified in the Schedule of Supply the following Goods and Related Services: *[insert a brief description of the Goods and Related Services]*;
- ii. The total price of our Bid, excluding any discounts offered in item (d) below is: [insert the Bid Price in words and figures in BTN]
- iii. The discounts offered and the methodology for their application are:

Discounts. If our Bid is accepted, the following discounts shall apply:

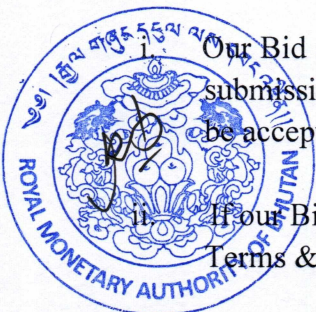
[Specify in detail each discount offered and the specific item of the Schedule of Supply to which it applies.]

Methodology of Application of the Discounts. The discounts shall be applied using the following methodology:

*[Specify in detail the methodology that shall be used to apply the discounts];*

1. Our Bid shall be valid for a period of *[insert number]* days from the date fixed for the Bid submission deadline in accordance with ITB, and it shall remain binding upon us and may be accepted at any time before expiry of that period;

- ii. If our Bid is accepted, we commit to provide a Performance Security in accordance with Terms & Conditions Clause 13.







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**ROYAL MONETARY AUTHORITY OF BHUTAN**

iii. We are not participating, as Bidders, in more than one Bid in this bidding process.

We understand that you are not bound to accept the lowest evaluated Bid/Price or any other Bid that you may receive.

Signed: \_\_\_\_\_ *[insert signature of person whose name and capacity are shown]*

In the capacity of \_\_\_\_\_ *[insert legal capacity of person signing the Bid Submission Sheet]*

Name: \_\_\_\_\_ *[insert complete name of person signing the Bid Submission Sheet]*

Duly authorized to sign the bid for and on behalf of: \_\_\_\_\_ *[insert complete name of Bidder]*

Dated on \_\_\_\_\_ day of \_\_\_\_\_ *[insert date of signing]*







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**ROYAL MONETARY AUTHORITY OF BHUTAN**

**CONTRACT AGREEMENT** *(Sample Only)*

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

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

- (1) *[insert complete name of Purchaser]*, 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 Purchaser]* (hereinafter called “the Purchaser”), and
- (2) *[insert name of Supplier]*, a corporation incorporated under the laws of *[insert: country of Supplier]* and having its principal place of business at *[insert: address of Supplier]* (hereinafter called “the Supplier”).

WHEREAS the Purchaser invited Bids for certain Goods and ancillary services, viz., *[insert brief description of Goods and Services]* and has accepted a Bid by the Supplier for the supply of those Goods and Services in the sum of *[insert Contract Price in words and figures, expressed in the Contract currency/ies]* (hereinafter called “the Contract Price”).

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

1. In this Agreement words and expressions shall have the same meanings as are respectively assigned to them in the Conditions of Contract referred to.
2. The following documents shall constitute the Contract between the Purchaser and the Supplier, and each shall be read and construed as an integral part of the Contract, viz.:
  - (a) This Contract Agreement;
  - (b) Terms and Conditions;
  - (c) Technical Requirements (including schedule of supply and price);
  - (e) The Supplier’s Bid and original Price Schedules;
  - (f) The Purchaser’s Notification of Award of Contract;
  - (g) The requirement of Performance Security and payment terms;
  - (h) Signed Integrity Pact







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**ROYAL MONETARY AUTHORITY OF BHUTAN**

3. This Contract shall prevail over all other Contract documents. In the event of any discrepancy or inconsistency within the Contract documents, then the documents shall prevail in the order listed above.
4. In consideration of the payments to be made by the Purchaser to the Supplier as hereinafter mentioned, the Supplier hereby covenants with the Purchaser to provide the Goods and Services and to remedy defects therein in conformity in all respects with the provisions of the Contract.
5. The Purchaser hereby covenants to pay the Supplier in consideration of the provision of the Goods and Related Services and the remedying of defects therein, the Contract Price or such other sum as may become payable under the provisions of the Contract at the times and in the manner prescribed by the Contract.

IN WITNESS whereof the parties hereto have caused this Agreement to be executed in accordance with the laws of Bhutan on the day, month and year indicated above.

For and on behalf of the Purchaser

Signed: *[insert signature]*

in the capacity of *[insert title or other appropriate designation]*

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

For and on behalf of the Supplier

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

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







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# ROYAL MONETARY AUTHORITY OF BHUTAN

## INTEGRITY PACT

### 1. General:

Whereas the Royal Monetary Authority of Bhutan representing, Royal Government of Bhutan, hereinafter referred to as the “**Purchaser**” on one part, and representing.

M/s \_\_\_\_\_ hereinafter referred to as the “**Bidder**” on the other part hereby execute this agreement as follows:

This agreement should be a part of the tender document, which shall be signed and submitted along with the tender document. The head of the employing agency/or his authorized representative should be the signing authority. For the bidders, the bidder himself or his authorized representative must sign the Integrity Pact (IP). If the winning bidder had not signed during the submission of the bid, the tender shall be cancelled.

### 2. Objectives

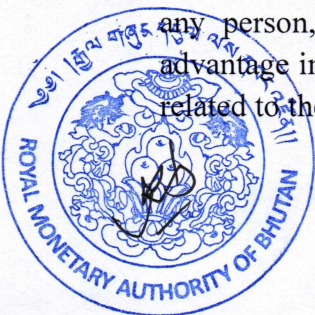
Now, therefore, the Employer and the Bidder agree to enter into this pre-contract agreement, hereinafter referred to as Integrity Pact, to avoid all forms of corruption by following a system that is fair, transparent and free from any influence/unprejudiced dealings prior to, during and subsequent to the currency of the contract to be entered into, 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, goods and 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 and the Employer will commit to prevent corruption, in any form by their officials by following transparent procedures.

### 3. Commitments of the Employer

The Employer Commits itself to the following: -

- 3.1 The Employer hereby undertakes that no official 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, bid evaluation, contracting or implementation process related to the Contract.







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## ROYAL MONETARY AUTHORITY OF BHUTAN

- 3.2 The Employer further confirms that its officials have not favored any prospective bidder in any form that could afford an undue advantage to that particular bidder during the tendering stage, and will further treat all Bidders alike.
- 3.3 All the officials of the Employer shall report to the head of the employing agency or an appropriate Government office any attempted or completed violation of clauses 3.1 and 3.2.
- 3.4 Following report on violation of clauses 3.1 and 3.2 by official (s), through any source, necessary disciplinary proceedings, or any other action as deemed fit, including criminal proceedings may be initiated by the Employer and such a person shall be debarred from further dealings related to the contract process. In such a case while an enquiry is being conducted by the Employer the proceedings under the contract would not be stalled.

#### 4. Commitments of Bidders

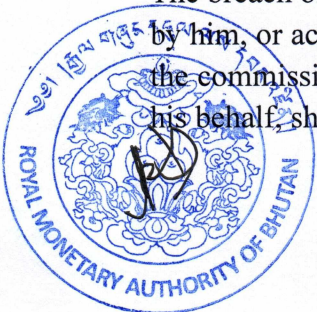
The Bidder commits himself/herself to take all measures necessary to prevent corrupt practices, unfair means and illegal activities during any stage of the bidding process and contract administration in order to secure the contract or in furtherance to secure it and in particular commits himself/herself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

- 4.1 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.
- 4.2 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.
- 4.3 If the bidder(s) have observed or noticed or have reasonable suspicion that the provisions of the IP have been violated by the procuring agency or other bidders, the bidder shall report such violations to the head of the procuring agency in written form.

#### 5. Sanctions for Violation

The breach of any aforesaid provisions or providing false information by employers, including manipulation of information by evaluators, shall face administrative charges and penal actions as per the existing relevant rules and laws.

The breach of the Pact or providing false information by the Bidder, or any one employed by him, or acting on his behalf (whether with or without the knowledge of the Bidder), or the commission of any offence by the Bidder, or any one, employed by him, or acting on his behalf, shall be dealt with as per the relevant rules and laws.







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**ROYAL MONETARY AUTHORITY OF BHUTAN**

**6. Monitoring and Arbitration**

6.1 The respective procuring agency shall be responsible for monitoring and arbitration of IP as per the Procurement Rules.

**7. Validity**

7.1 The validity of this Integrity Pact shall cover the tender process and extend until the completion of the contract to the satisfaction of both the Employer and the Bidder.

7.2 Should one or several provisions of this Pact turn out to be invalid; the remainder of this Pact remains valid. In this case, the parties will strive to come to an agreement to their original intentions.

We, hereby declare that we have read and understood the clauses of this agreement and shall abide by it. Further, the information provided in this agreement are true and correct to the best of our knowledge.

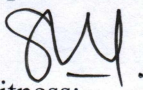
The parties hereby sign this Integrity Pact at RMA on 09/11/2023



Affix  
legal  
stamp

EMPLOYER  
**Mr. Kelzang Jurmey**  
**Director**  
**Department of Administration & Finance**

BIDDER  
CID NO.:

  
Witness:  
**Ms. Sonam Zangmo**  
**Assistant Administrative Officer**  
**Department of Admin & Finance**

Witness:  
Name:  
CID:

