



## **BIDDING DOCUMENTS FOR**

**“The Supply of Office Stationery & Other Supplies for the FY 2022-2023”**

**PROCURING AGENCY:**

**ROYAL MONETARY AUTHORITY OF BHUTAN**

**Tender Identification No: RMA/ADM/E-20/2022-2023/001**





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**ROYAL MONETARY AUTHORITY OF BHUTAN**

**Invitation for Bids (IFB)**

**Royal Monetary Authority of Bhutan**

The Royal Monetary Authority of Bhutan now invites sealed bids from eligible and qualified bidders for “The Supply of office stationery & other supplies for the FY 2022-2023” having valid trade license and tax clearance certificate. A complete set of bidding documents can be purchased by interested and eligible bidders upon payment of non-refundable fee of Nu. 300.00 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 *Offg. Director, Department of Administration & Finance* on or before 22/08/2022 at 3:00 PM and the electronic bidding shall not be permitted. Bids will be opened on the same date and time.

Interested eligible bidders may obtain further information from Mr. Thinley Wangchuk. at 02-323111 ext. No. 102 during office hours.

**Officiating Director**  
**Department of Administration & Finance**







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## **A. INSTRUCTION TO BIDDERS**

### **1. Marking and sealing of bids**

- 1.1 Bids must be delivered by hand. 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 office stationery & other supplies for the FY 2022-2023”.
- 1.4 The bidder shall provide a cautionary as “DO NOT OPEN BEFORE the specified date, month and time”.

### **2. Price of bid**

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

### **3. Cost of bidding**

- 3.1 The Bidder shall bear all cost associated with the preparation and submission of its bid, and the Purchaser shall not bear any cost, regardless of the conduct or outcome of the Bidding process.

### **4. Price variation**

- 4.1 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 deadline 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. 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 (EMD)**

6.1. A 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:

- a) Unconditional Bank Guarantee (BG) issued by financial institution located in Bhutan and acceptable to the Purchaser.
- b) Bakers Certified Cheques/Cash Warrant
- c) 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:

- a) If a bidder withdraws its bid during the period of bid validity
- b) If the successful Bidder fails to sign the contract (if required) and furnish Performance Security (PS)

**7. Late bids**

7.1 The Purchaser shall not consider any bid that is submitted after the deadline for submission of bids. Any bid received after the deadline shall be declared late, rejected and returned unopened to the Bidder.

**8. Deadline for submission of bids**

8.1 The purchaser may, at its discretion, extend the deadline for the submission of bid by amending the bidding document and the same shall be communicated through desired channels to those Bidders who have submitted the Bid.

8.2 The bid should be submitted to the Offtg. Director, Department of the Administration & Finance on or before 22/08/2022: 3:00 PM.

8.3 The Bidders shall not have the option of submitting the bids electronically.

**9. Bid opening**

9.1 The Purchaser shall conduct the bid opening in the presence of Bidders' representative who chooses to attend.

9.2 The Purchaser may extend the bid opening and shall be informed to all the Bidders through preferred channels.







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## 10. Pricing of bid

- 10.1 The Bidder(s) may quote selectively or for all items under this solicitation. Each item shall be evaluated and award contract separately to the firm(s) offering the lowest evaluated price for each item; but subject to sample production and selection.

## 11. Evaluation of quotation

- 11.1 Offers determined to be substantially responsive to the specifications will be evaluated through price comparison. The Purchaser will determine for each quotation the evaluated price by adjusting the price quotation and making corrections as under:
- a) When there is a discrepancy between amounts in figures and in words, the amount in words will stand for interpretation;
  - b) 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 that 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;
  - c) If the supplier refuses to accept the correction, the quotation shall be rejected with EMD forfeiture.
- 11.2. Following, bidders will be called for sample production for final selection at the best interest of the Procuring Agency. Procuring Agency does not guarantee to award to the lowest evaluated Bidder and reserves the right to reject the offer if the Bidder fails to produce right sample as per specification.

## 12. Clarification on bidding documents

- 12.1. If Bidder requires further bid clarification, the same shall be submitted in writing seven (7) 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 enquiry received after the last date of bid clarification will not be responded without assigning any reason.
- 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, will not be a reason for disqualification of Bidders.







### 13. Amendment of bidding documents

- 13.1. The Purchaser reserves the right to amend or modify bidding documents and issue as an addendum either on its own initiative or in response to a clarification request from Bidders who have purchased the bid documents before the expiry of bid submission date. All Bidders who have purchased the documents shall be notified of the amendment in writing and form as part of bidding documents.
- 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 reasons whatsoever at any stage.

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## 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

Ten Percent (10%) of the bid price shall be deposited within (10) days starting the issuance of Purchase Order (PO) as Performance Security by a successful firm failing which, an award will be cancelled with EMD forfeiture and award to subsequent lowest evaluated bid.

### 16. Liquidated damages

- 16.1. An amount equivalent to 0.1% per day to the maximum of 10% contract price will be charged as Liquidated Damages (LD) for the delay in supply items.
- 16.2. Failing to supply within the period shall lead to cancellation of the order and offer to the next subsequent bidder by forfeiting Performance Security. Full PS amount will be forfeited irrespective of failure to supply in part or in whole.







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**17. Terms of payment**

- 17.1. 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.
- 17.2. Payment shall be made only upon successful completion of supply required under the order.

**18. Warranty**

- 18.1. The supplier warrants that all the goods are new, unused, and of the most recent models.
- 18.2. The supplier further warrants that the goods are free from defects.
- 18.3. The supplier shall provide a minimum warranty period of one year; if any faults are detected within the warranty period, the supplier shall be bound to rectify the fault or replace the goods as the case may be.
- 18.4. Supplier should either replace or repair during the warranty period at supplier's expense

**19. Termination**

The Purchaser may, by written notice, terminate the Purchase Order (or Contract if applicable) in whole or in part at any stage;

If the supplier fails to perform as per the supply terms, or exceeds the maximum amount of Liquidated Damages

*OR*

If the Supplier does not take any remedial actions within a period specified by a Purchaser *OR*  
If the Supplier, in the judgement of the Purchaser, has engaged in any corrupt or fraudulent practices in competing for or in performing the supply related assignment.

**20. Bid form and price schedule**

- 20.1. 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.
- 20.2. The Bidder shall fill in the price quotation for each item in the given sheet. Bidder shall choose to quote the items selectively.







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**21. Penalty**

If the Supplier fails to supply the ordered quantity, the order shall be cancelled and award to the subsequent lowest evaluated Bidder. The difference in the price in comparison to subsequent Bidder shall be recovered by the original Supplier. In case, if supplier fails to comply as above, the Finance & Tender Committee has a full right to forfeit the payment of the supplied items including Performance Security and debar from participating in any tender for certain period as appropriate.

**22. Governing law**

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

**23. Settlement of disputes**

23.1. The Purchaser and the Supplier shall make every effort to resolve amicably by direct informal negotiation of any disagreement or dispute arising from the contract.

23.2. If the parties fail to resolve the disputes or differences by such mutual consultation, the aggrieved party may give written 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 disputes in respect of which a notice of intention to commence arbitration shall be finally settled by arbitration.

**24. Others**

24.1. The Purchaser may procure any of the items from the open market if the supplier fails to supply the goods within the stipulated time and realize the amount exceeding the quote price from the Security Deposit.

24.2. The ordered quantity cannot be supplied in different lots/batches and should be supplied in one lot.





### C. PRICE SCHEDULE AND PRODUCT SPECIFICATION

An award on each of the supply items will be made based on sample production. However, brand specific supply items will be awarded directly to the lowest evaluated bid without having the produce sample.

(A) Stationery Items					
Sl. No	Particulars	Unit	Qty	Rate/Unit (Nu.)	Amount (Nu.)
1	Bhutanese Paper (A4)	Pcs	150		
2	Bhutanese Paper (Big size)	Pcs	150		
3	Broom-Soft (Best quality)	Nos.	20		
4	Broom -Hard (Best quality)	Nos.	20		
5	Calculator (14 digits)	Nos.	35		
6	Candle (Big)	Nos.	20		
7	Cellotape Transparent (2 inches)	Nos.	150		
8	Colin Spray (500ml) 2Xmore shine	Nos.	150		
9	Correcting Fluid	Nos.	50		
10	Dusting cloth	Pcs	120		
11	2 Ring file with side pocket	Nos.	200		
12	Arch file with RMA Logo (Ambassador)	Nos.	600		
13	Computer file (A3)	Nos.	120		
14	Executive file (Ambassador)	Nos.	50		
15	Flat file with RMA Logo (Ambassador)	Nos.	50		
16	Plastic file (white)	Nos.	800		
17	Gems clip -Colorful (35mm)	Pkt.	150		
18	Glue Stick (48 Gram) Kores	Nos.	70		
19	Harpic (500ml)-Sani fresh	Nos.	50		
20	Disposable mask (best quality)	Pcs	15000		
21	Note Sponge	Nos.	25		
22	Page Divider with side pocket	Pkt.	70		
23	Carbon paper (A4)	Pkt.	2		





24	Computer paper (15 x 11 inches)	Reams	85		
25	Photocopy Paper A4 (JK 80GSM) (Reams)	Reams	1100		
26	Highlighter Pen (NBDL Highlighter)	Pkt.	50		
27	Permanent marker pen (Camlin) black & blue only	Nos.	120		
28	White board marker pen (Camlin) black & blue only	Nos.	120		
29	Phenol Suraksha lemon (500ml)	Nos.	200		
30	Post it pad (3X3) _Colorful	Pkt.	200		
31	Plastic dustbin (medium)	Nos.	20		
32	Punching machine (DP 600) Kangaro/Kores	Nos.	15		
33	Register (No. 16)	Nos.	60		
34	Packing ribbon (Medium)	Roll	5		
35	Rubber band (Pkt)-Best quality	Kg	300		
36	Rubber gloves- (Best quality)	Pairs	80		
37	Scale_30cm (Camlin)	Nos.	15		
38	Spiral_16mm (Sample)	Nos.	100		
39	Spiral_20mm (Sample)	Nos	100		
40	Spiral_6mm (Sample)	Nos	100		
41	Spiral_10mm (Sample)	Nos	100		
42	Spiral_8mm (Sample)	Nos	100		
43	Stapler machine _ big (24/6) kangaro/Kores	Nos	25		
44	Stapler machine _ small (No.10) Kangaro/Kores	Nos	15		
45	Stapler pin _ big (24/6)- Kangaro/Kores	Pkt.	100		
46	Stapler pin _ small- Kangaro/Kores	Pkt.	100		
47	Toilet paper	Roll	400		
48	Towel (medium)	Pcs	15		
49	Note strapping roll (big)	Roll	15		
50	Masking tape	Roll	5		
51	Bhutanese "Yathra"	Pcs	5		
<b>Total Amount Nu.</b>					





(B) Electrical Items				
Sl. No.	Particulars	Qty (Nos)	Rate/Unit (Nu.)	Amount (Nu.)
1	LED light 9watts (MAXTM Slimline series)	10		
2	LED light 8watts (MAXTM Slimline series).	10		
3	Led surface panel lamp 20W (MAXTM)	30		
4	Led surface panel lamp 15W (MAXTM)	30		
5	Led light 15W (CFL)	200		
6	LED floodlight 100W	10		
7	3 core 2.5 sqmm wire (100m)	5		
8	Roma Socket 25A	100		
9	Roma Switch 25A	100		
10	Modular box 6 ways (Roma)	50		
11	Modular plate 6 way (Roma)	50		
12	CPL Switch 1 way	5		
13	CPL Switch 2 way	5		
14	CPL Switch 3 way	5		
15	CPL Switch 4 way	5		
16	CPL Socket 15 Amps	20		
17	Extension cord (Cona)_Heavy duty	30		
18	Four-way multi-socket (Gold Medal)	200		
19	Halogen Heater rod 9.5 inch	50		
20	Halogen heater rod 8.5 inch	50		
21	Insulation tape-anchor	100		
22	MCB (TPN 63 amps) _ Havels	15		
23	MCB (TPN 32 amps) _ Havels	12		
24	Pencil battery (Duracell)	300		
25	Pin top _round (Anchor)	250		
26	Switch socket with indicator _ Box type (Anchor)	80		
27	Tube starter	50		





28	Tube rod 4 feet	100		
29	Tube rod 2 feet	10		
30	Multi plug 15amps-round & Flat pins (MARUTI)	20		
<b>Total Amount Nu.</b>				

<b>(C) Cartridges</b>				
<b>Sl. No</b>	<b>Particulars</b>	<b>Qty (Nos)</b>	<b>Rate/Unit (Nu.)</b>	<b>Amount (Nu.)</b>
1	Color LaserJet Pro M254nw color-202A(CF500A-CF5003A) (2 Nos. Black)	6		
2	LaserJet cartridge CF 59A	55		
3	Ribbon _Printronix P7000 Ultra capacity	12		
4	LaserJet CP1025 Color 126A (CE310A-CE313A) 1 No. Black	5		
5	Toner Cartridge 80A-Laserjet 400	10		
6	Toner cartridge 26A (HP LaserJet Pro M402dn)	85		
7	Color Laser Jet Pro M452dn 410A (CF410A-CF413A) 1 No. Black	5		
8	Photocopy machine Konica Minolta Bizhub 367 -Toner TN323	2		
9	Photocopy Machine Konica bizhub C258 (TN324Y, TN324M, TN324C & TN324K)	9		
10	Color LaserJet Pro M255dw 207A(W2210A-W2213A) 1 No. Black	5		
11	Color LaserJet Pro M254dw 203A (CF540A - CF543A) 1 No. Black	5		
12	Photocopy Machine Konica Bizhub 215-Duplex with RADF (P/ling)	2		
13	External drive 1TB	2		
14	External drive 2TB	4		
15	Thumb drive _ 8 GB	15		
<b>Total Amount Nu.</b>				





<b>(D) Printed Forms &amp; Registers</b>					
Sl. No.	Items/particulars	Qty (Nos)	Rate/Unit (Nu.)	Amount (Nu.)	Remarks
1	Bhutanese envelop A4 with RMA Logo	65			Successful Bidder must collect design and sample upon award of the Work Order.
2	Bhutanese envelop A3 with RMA Logo	120			
3	Bhutanese envelop small with RMA Logo	1500			
4	Envelope ordinary small _white with RMA Logo	800			
5	Envelop ordinary _yellow A4 size with RMA Logo	300			
6	Form CD17 _Re-issuable register	2			
7	Form CD8 _Re-issuable Labels	200,000			
<b>Total Amount Nu.</b>					

<b>(E) Other Supplies</b>				
Sl. No	Particulars	Qty (Nos)	Rate/Unit (Nu.)	Amount (Nu.)
1	Panel heater (10panel)	3		
2	Sofa cushion _3-seater	1		
3	Dewan cushion _3-seater	16		
<b>Total Amount Nu.</b>				

**Total Amount (Nu) (A+B+C+D+E):**

Total Amount (In Words):

Signature of supplier and seal (Affix Legal Stamp)

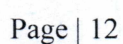






Suppliers having submitted the complete set of the following documents shall be evaluated to determine lowest evaluated bid; failing which a firm will be disqualified and considered non-responsive:

- a) Must Produce valid Trade License
- b) Must Produce Valid Tax Clearance Certificate
- c) Must Produce Partnership/Dealership Certificate or Letter from the proposed OEM Brand (*as indicate in BDS*) \_ submit if applicable
- d) Signed Integrity Pact
- e) Sealed and Signed Price Schedules
- f) Signed Bid Submission Form
- g) Any other required under this document





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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:

- (a) We have examined and have no reservations to the Bidding Documents;
- (b) 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];
- (c) 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]
- (d) 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];*

- (e) 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;
- (f) If our Bid is accepted, we commit to provide a Performance Security in accordance with Terms & Conditions Clause 13.
- (g) We are not participating, as Bidders, in more than one Bid in this bidding process







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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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**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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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 22/08/2022



Affix  
legal  
stamp

EMPLOYER

**Mr. Tshewang Nidup**  
Officiating Director, DAF

**Offtg. Director**  
Department of Administration and Finance  
Royal Monetary Authority of Bhutan  
Thimphu : Bhutan

Witness:

**Mr. Thinley Wangchuk**  
Department of Admin & Finance

BIDDER  
CID NO.:

Witness:

Name:  
CID: