



BIDDING DOCUMENTS FOR

**“The Supply of Computer & Accessories and Office Equipment, for
the FY 2022-2023”**

PROCURING AGENCY

ROYAL MONETARY AUTHORITY OF BHUTAN, THIMPHU



Tender Identification No: RMA/ADM/E-20/2022-2023/002



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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 Computer & Accessories and Office Equipment for the FY 2022-2023" having valid Trade License, Tax Clearance Certificate and OEM Dealership Certificate for identified items. 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.

Bids must be delivered to the *Offtg. Director, Department of Administration & Finance* on or before 29/09/2022 at 3:00 PM and the electronic bidding shall not be permitted. Bids will be opened on the same date at 3:00 PM.

Interested eligible bidders may obtain further information from administrative section at 02-323111 ext. No. 102 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. 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 Computer & Accessories and Office Equipment for the FY 2022-2023”.
- 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. 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:

6.1.1. Unconditional Bank Guarantee issued by financial institution located in Bhutan and acceptable to the Purchaser.

6.1.2. Bankers Certified Cheques/Cash Warrant or

6.1.3. 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:

6.5.1. If a bidder withdraws its bid during the period of bid validity

6.5.2. If the successful Bidder fails to sign the contract (if required) and furnish Performance Security (PS)

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 Offtg. Director, Department of the Administration & Finance on or before 29/09/2022 (time 3:00 pm BST).

8.5 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 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 3:00 PM.

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

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.

11. Evaluation of quotation

11.1 Offers determined to be substantially responsive to the specifications and terms will be evaluated by comparison of their quoted prices. During evaluation, the purchaser will determine for each quotation the evaluated price by adjusting the price quotation by making any corrections for any arithmetical errors as follows;

11.1.1. When there is a discrepancy between amounts in figures and in words, the amount in words will govern;

11.1.2. 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.

11.1.3. 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.

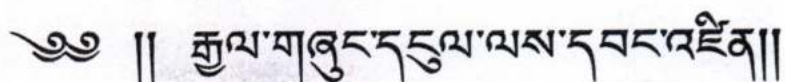
12.2. The Purchaser shall conduct pre-bid meeting only, if necessary, to clarify doubts and concerns of the bidders prior to submission of bid. Minutes of pre-bid meeting shall be circulated to all the bidders who have purchased bidding documents. Non-attendance in the pre-bid meeting, if conducted, 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 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.







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19. Warranty

- 19.1 The supplier warrants that all the goods are new, unused, and of the most recent models
- 19.2 The supplier further warrants that the goods are free from defects arising from any act or omission of the supplier
- 19.3 The supplier shall provide a minimum warranty provided as specified; 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.
- 19.4 Any goods found defective during the warranty period shall be replace/repaired by the supplier at his cost.
- 19.5 The Security Deposit shall be used to cover the cost of supplies not delivered or defective items not replaced or rectified.

20. Termination

- 20.2. 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;
- 20.3. 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
- 20.4. If the supplier does not take any remedial action within a period specified by a Purchaser OR
- 20.5. 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.

21. Bid form and price schedule

- 21.1 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.
- 21.2 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.
- 21.3 The bidders shall include or mention in the price schedule about any discount that may be offered by them on the quoted price.

22. Governing law

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



I. Computer & Accessories

Sl /No	Description	Specification		Quantity	Rate per Unit	Amount (Nu.)
1	Laptop	Processor	11/12th generation Intel® Core i7 (minimum 6 cores)	10		
		MS Office	Latest Genuine MS Office Professional plus with sealed license key			
		Memory	8 GB DDR4			
		Storage	Minimum 512 GB PCIe SSD			
		Graphics	Minimum Intel UHD/Iris Graphics			
		Ports	1). 3 USB Type A port; 2). 1 HDMI port; 3). 1 universal audio jack; 4). 1 AC power/Type C power; 5). 1 RJ-45;			
		Wireless	Minimum of Wi-Fi 6 (802.11ax); Dual-Band (2.4 & 5 GHz) + Bluetooth 5.1			
		Display	13.3/14", FHD (1980*1080) resolution non-touch			
		Warranty	Minimum 1 year			
		Accessories	Original laptop bag			


2	Scanner	HP ScanJet Pro 3000 s4		6		
		Scanner Type	Sheetfed			
		Scan Resolution, Optical	600 * 600 dpi (colour and monochrome, sheet-feed)			
		Scan File Format	For text and images: PDF, JPEG, PNG, BMP, TIFF, TXT (Text), RTF (Rich Text) and searchable PDF			
		Automatic Document Feeder Capacity	50 sheets			
		Scan Speed	Up to 40 ppm/80 ipm			
		Connectivity	USB 3.0			
		Warranty	1 year			



3	Desktop Set	Dell OptiPlex 3090 SFF		18		
		Processor	10th Generation Intel Core i5-10600			
		MS Office	Latest Genuine MS office Professional plus with sealed license key			
		Memory	8 GB DDR4			
		Storage	512 GB PCIe SSD			
		Wireless	Minimum of Wi-Fi 6 (802.11ax); Dual-Band (2.4 & 5 GHz) + Bluetooth 5.1			
		Graphics	Atleast 2 GB GDDR5 Graphics card			
		Ports	Front: 2 x USB 2.0 Type-A, 2 x USB 3.2 (Gen 1) Type-A, Optical Drive Universal Audio Jack Rear: 2 x USB 2.0, 2 x USB 3.2 (Gen 1), DisplayPort™ ++, RJ45 HDMI port			
		Form Factor	8.4L SFF			
		Display	17" LCD Monitor			
Warranty	Minimum 1 years					
Note: Need to provide 17 no. of BX1100C-IN(UPS)						

4

Desktop Set 27"



Dell OptiPlex 3090 SFF	
Processor	10th Generation Intel Core i5-10600
MS Office	Latest Genuine MS office Professional plus with sealed license key
Memory	8 GB DDR4
Storage	512 GB PCIe SSD
Wireless	Minimum of Wi-Fi 6 (802.11ax); Dual-Band (2.4 & 5 GHz) + Bluetooth 5.1
Graphics	At least 2 GB GDDR5 Graphics card
Ports	Front: 2 x USB 2.0 Type-A, 2 x USB 3.2 (Gen 1) Type-A, Optical Drive Universal Audio Jack. Rear: 2 x USB 2.0, 2 x USB 3.2 (Gen 1) DisplayPort™ ++, RJ45, HDMI port
Form Factor	8.4L SFF
Display	27" LCD Monitor
Warranty	Minimum 1 years

4

Note: Need to provide 4 no. of BX1100C-IN(UPS)



Hp Color LaserJet Pro M255dw

Functions	Print
Resolution (black)	Up to 600 x 600 dpi
Resolution (color)	Up to 600 x 600 dpi
Print Technology	Laser
Processor Speed	800 mhz
Number of print cartridges	4 (1 each black, cyan, magenta, yellow)
Connectivity	Hi-speed usb 2.0 port; built-in fast ethernet 10/100base-tx network port; 802.11n 2.4/5ghz wireless; walk-up host usb port
Memory	256 mb ddr, 256 mb nand flash
Resolution Technology	Image RET 3600
Print Languages	HP PCL6; HP PCL5c; HP postscript level 3 emulation; PWG raster; PDF; PCLm; PCLm-S; Native Office; URF
Paper Trays	2
Mobile Printing Capability	Hp Eprint; apple air print™; mopria™-certified; wireless direct printing; mobile apps
Duplex Printing	Automatic (standard)
Print Speed, Black (normal)	Up to 22 ppm
Print Speed, Color (normal)	Up to 22 ppm
Warranty	1 year

Color Printer

5

2



6	Printer	HP LaserJet Pro M404dn		9		
		Functions	Print			
		Print Speed, Black (Normal)	Up to 40 ppm (default); Up to 42 ppm (HP High Speed)			
		Connectivity, Standard	1 Hi-Speed USB 2.0; 1 host USB at rear side; Gigabit Ethernet 10/100/1000BASE-T network; 802.3az (EEE)			
		Print Technology	Laser			
		Resolution (Black)	Fine Lines (1200 x 1200 dpi)			
		Duplex Printing	Automatic (default)			
		Finished Output Handling	Sheetfed			
		Monthly Duty Cycle	Up to 80,000 pages ^[10]			
		Display	2-line backlit LCD graphic display			
		Processor Speed	1200 MHz			
		Memory	256MB			
		Media Types	Paper (plain, EcoFFICIENT, light, heavy, bond, colored, letterhead, pre-printed, prepunched, recycled, rough); envelopes; labels			
		Warranty	1 year			

7	Escan License Renewal	Particulars	Escan Corporate Edition (with Hybrid network Support)	1		
		Year	1			
		No. Users	250			
8	Microsoft Office Volume License	Particulars	Latest Office LTSC Professional Plus	1		
		No. Users	50			
		License period	Perpetual			
		License type	Cloud Security Programme			
9	SSD for Super Micro SYS-2028R-C1RT	Type	SSD	8		
		Capacity	960 GB			
		Interface	SATA III			
		Form Factor	2.5 inch			
		Data Transfer Rate	6 Gb/s			
		Brand	Intel			



10	SSD for Super Micro SYS-2028R-C1RT	Type	SSD	8		
		Capacity	480 GB			
		Interface	SATA III			
		Form Factor	2.5 inch			
		Data Transfer Rate	6 Gb/s			
		Brand	Intel			
11	HDD for Super Micro Server	Type	SAS	10		
		Capacity	900 GB			
		Interface	15K			
		Form Factor	2.5 inch			
		Data Transfer Rate	12 GBPS			
		Brand	Seagate			
12	RAM for HP ProLiant DL380 Gen9	752370-091 PC4-2133P Genuine HP Memory		6		
		Type	Memory Module			
		Memory Size	32GB			
		Technology	DDR4 SDRAM			
		Speed	2133 MHz			
		Form Factor	288-pin DIMM/ 0x09 DIMM			
		Brand	HPE			
13	RAM for Super Micro SYS-2028R-C1RT	HMA82GR7AFR8N-UH - SK Hynix 1x 16GB		8		
		Type	Memory Module			
		Memory Size	16GB			
		Technology	DDR4 RDIMM			
		Speed	2400 MHz			
		Form Factor	288-pin DIMM/ 0x09 DIMM			
		Brand	Hynix Semi-conductor			



Total Amount Nu. (I) :

II. Office Equipment

Sl/No	Description	Specification		Quantity	Rate per Unit	Amount (Nu.)
1	55' LED smart TV with wall mount	Samsung Crystal 4K Pro series Ultra HD Smart LED TVUA55AUE70AKLXL		2		
		Brand	Samsung			
		Model	55AUE70			
		Specifications	55in, LED TV			
			4K resolution, 3840*2160pixels			
			WIFI, Ethernet			
			SMART TV			
			2 speakers, 29w Output			
			180 degree viewing angle			
			3 HDMI Ports, 1 USB Port			
		Warranty	1 Year			
2	Projector	Projection System	DLP	1		
		Brightness	Minimum 3600 lumens			
		Light Source	Lamp			
		Native Aspect Ratio	16:09			
		Keystone Adjustment	Horizontal +/- 30 degrees, Vertical +/- 30 degrees			
		Interface	Minimum of 2 HDMI ports, 1 USB Type A, 1 LAN port, 2 IR receiver (Back and front)			
		Warranty	1 year			



3	DSLR Camera	Canon EOS 90D		1		
		Sensor Size	APS-C			
		Effective Pixel	32.5			
		AF System Points	45 Auto Focus Points			
		Built-in Flash	Yes			
		Effective ISO	100-25600 (H: 51,200)			
		Lens	EF-S 18-55mm			
		Storage	SD, SDHC, SDXC (UHS-II compatible)			
		Batteries	Rechargeable Li-ion Battery LP-E6N			
		Memory Card Type	SD, SDHC*, SDXC*, *UHS-I cards compatible			
Note: Battery Charger LC-E6, SD card (128Gb), SD card reader, Neck strap and with original Camera bag.						

4	Dehumidifier	Brand	Advance	1		
		Capacity	30 L/D			
		Timer	1H-2H-4h-8H (24 hr)			
		Display	LCD			
		Humidity setting	30% - 95%			
		Working temperature	- 5-38 °C			
		Features	Auto shut off when tank is full, auto defrosting			
			Continuous drain option, low noise level			
			Ionizer air filter, easy to clean and washable filter			
			Auto lower setting 80 degree sweeping			
		Warranty	1 Year			



5

5	Intelligent Video Recorder	Intelligent Video Recorder (NVR)		1		
		Brand	Advance			
		Model No.	LS-MN9216P			
		Main Processor	SSR621Q			
		Access Bandwidth	64M			
		Features	H.265/H.264 Adaptive network Camera, 1CH, 5MP/4CH Sub stream playback, Mini 1U, 1 SATA interface, PoE (IEE 802.3sat, IEEE 802.3af) 1 RJ45 10M/100M, 1HDMI/VGA output,			
		Connectivity	VGA, USB, Ethernet, HDMI			
		Channel Number	16 Channels			
		Power	DC52V 4.62A			
		Support	Private protocol smart IPC			
		Warranty	1 Year			

6	Bullet Camera	LS-MB31501 Bullet Camera		1		
		Features	5MP H.264 H.265, Solution: T31X+GC4653, 1. 1/2.7" CMOS 5MP, 2560X1440@25fps/2560X1920@20fps, Smart lens 3.6mm, H.265, H264, double streams. Dual light source, 2 infrared & 2 white light, Built-in microphone, humanoid detection, DC12V & POE, IR distance up to 40 mtrs.			
		Mounting:	Various mounting modes, option: wall-mount, pendant-mount			
		Weight(approx.):	5.8kg			
		Accessories	Wall-mount bracket, Power adapter (DC12v)			
		Warranty	1 Year			
		Note. Bidder must produce Authorization/Dealership certificate of a proposed brand and a Key Technical Person Certificate in the Security Surveillance System issued by the Manufacture.				

7	Photocopy Machine	Konica Minolta Bizhub 205i		2		
		Specification	Multifunctional printer/copier, 20 copies per minu (21 CPM),			
		Paper & Copy size	A5 (min) to A3 (max), original size A3, copy size up to A3-A4			
		Resolution	600X600dpi			
		Zoom range	25%- 400% in 1% increments			
		Bypass tray	Up to 100 sheets, A6-A3			
		Automatic duplexing	Auto Duplex Unit, reversing Automatic Feeder			
		Memory	4GB inbuilt & inbuilt network card			
		Warranty	1 Year			
		Note. Bidder must produce Authorization/Dealership certificate of a proposed brand.				

8	Note Counting & Sorting Machine BPSC1	Note Counting & Sorting Machine G+D BPS® C1		1		
		Authentication speed:	Up to 1,050 BN/min			
		Fitness testing speed	Up to 1,050 BN/min			
		Serial number processing speed:	Up to 1,050 BN/min			
		Ticket reading speed:	Up to 1,050 BN/min			
		Singler capacity:	500 BN with continuous feed			
		Output compartment capacity:	Up to 300 BN			
		Reject compartment capacity:	Up to 100 BN			
		Currencies:	Up to 10 currencies			
		Dimensions (H×W×D):	35×33×35 cm			
		Electrical specifications:	100–240 V AC, 50/60 Hz			
		Warranty	1 year			
		Note. <i>Bidder must produce Authorization/Dealership certificate of a proposed brand.</i>				



9	Note Strapping Machine	Note Strapping Machine M207		1		
		Max packaging size	Any size			
		Min Packaging size	60mm			
		Strap width	6-15mm (adjustable)			
		Strap core size	200mm			
		Strapping Tension	15-50kgs			
		strapping speed	1.5sec/strap			
		Power consumption	400W			
		Power supply	AC220V (50/60hz)			
		Dimensions	910(L)x580(W)x750(H)mm			
		Net weight	97 kg			
		Warranty	1 year			

Total Amount Nu. (II) :

Total Amount (Nu) (I+II):

Total Amount (In Words):

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Signature of supplier and seal (Affix Legal Stamp)



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D. DOCUMENT CHECKLIST

Reputable Suppliers having submitted the complete set of the following documents shall be qualified to compete for lowest Bid Price failing which the firm automatically will be disqualified and considered non-Responsive:

Document Checklist_

- 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*)
- d) Signed Integrity Pact
- e) Sealed and Signed Price Schedules
- f) Signed Bid Submission Form
- g) Any other as required under Bidding Document

Note: Any bidders failing to produce the documents under bidding clause (D) shall be treated non-responsive.





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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 & s]*





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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





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ROYAL MONETARY AUTHORITY OF BHUTAN

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.

- 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.





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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.

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.





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ROYAL MONETARY AUTHORITY OF BHUTAN

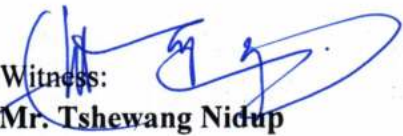
The parties hereby sign this Integrity Pact at RMA on 29/09/2022



Affix
legal
stamp

EMPLOYER
Mr. Phajo Dorjee
Deputy Governor I

BIDDER
CID NO:

Witness: 
Mr. Tshewang Nidup
Officiating Director
Royal Monetary Authority of Bhutan

Witness:
Name:
CID:

