

# Bidding Document for “CONVEYOR”

(CONVEYANCE/TRANSPORTATION OF IMPORTED VEHICLE SHIPMENTS  
FROM KOLKATA SEA/AIR DOCK TO STCBL HQ, PHUENTSHOLING-BHUTAN)



**Requested by:**

State Trading Corporation of Bhutan Limited.

STCB Ltd.<sup>TM</sup> | Head Office, Phuentsholing, Bhutan

Liaison Office, Kolkata, India.

Phone. 033 2290 8959/1301, Fax: 033 2290 4903

Email: [kolkata\\_liaison@stcb.bt](mailto:kolkata_liaison@stcb.bt) , URL: <http://www.stcb.bt>



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## State Trading Corporation of Bhutan Ltd.

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State Trading Corporation of Bhutan Ltd.

TENDER BID No. STCB/KLO/TENDER CONVEYOR/2019-2021

DATE: 07/09/19

## Part 1- Notice Inviting Tender

### Notice Inviting Tender (Conveyor Tender Bid)

STCBL invites sealed bids from eligible and registered firms/Conveyor/Forwarding Agent (hereafter referred to as the **“bidder”**) for the following:

Sl. No	Particular	Bid Security	Sale of Tender Document	Last Submission Date	Opening Date/Time
1	Licensed & Authorized Forwarding Agent / <b>Conveyor</b> against conveyance/transportation of imported vehicles & Container shipments from Kolkata/Haldia Port/Airport to Phuentsholing, Bhutan.	INR. 39,000.00 (1% of Bid Money)	09/09/2019 to 30/09/2019	30/09/2019	01/10/19, 3:30 PM

Tender documents with detailed terms and conditions will be available for free download from our website [www.stcb.bt](http://www.stcb.bt) w.e.f 10/09/2019.

For further information and clarification, please contact EXIM Officer, Liaison Office at Tele No. 033-2290 8959 during working hours.



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### Part 2: SECTION I

#### Instruction to Bidders

##### A. General

##### 1. Scope of Bid

1.1 **State Trading Corporation of Bhutan Ltd, Phuentsholing, Bhutan** (hereinafter referred to as the “**STCBL**”), wishes to receive bids from firms/parties hereinafter referred to as “**the Conveyer**” for conveying the range of motor vehicles imported from overseas countries from Haldia/Kolkata dock to Royal Bhutan Customs House or any authorized premises at Kolkata and en-route to Phuentsholing, Bhutan.

##### 2. Eligible Bidders

- 2.1 The invitation for Bid is open to all registered Forwarding Agent/Transporter/Conveyor licensed in India. The License shall be valid and permit to convey Motor-Vehicle consignments till Phuentsholing, Bhutan through Self-Driven or through Car Carrier/Trailer.
- 2.2 The bidder should be well accustomed with the imported vehicles especially of Toyota Make or of similar specifications. The bidder should have good experience with conveying method and maintain consignments fragility during transit.
- 2.3 The bidder shall be well familiar with the documentation, forwarding procedures and Landscape at both Kolkata N.S. Dock and at Haldia Port.
- 2.4 **Additional Eligibility:** The bidder shall also possess experience of loading vehicles into car carrier/trailer through self-driven mode under own power.

##### 3. Cost of Bidding

- 3.1 The bidder shall bear all costs associated with the preparation and delivery of its Bid, and the STCBL will in no case be responsible or liable for those costs.

## **B. The Bidding Documents**

### **4. Bidding Documents**

4.1 The Conveying services required, bidding procedures and Contract terms are prescribed in the Bidding Documents. In addition to the Invitation for Bids, the Bidding Documents include:

1. Instruction to Bidders. (Self attested)
2. Conditions of Contract. (Self attested)
3. Price Schedules. (Self attested)
4. EMD.
5. Bidder Address Form. (Self attested)
6. Valid Forwarding Agent/ Transporter License issued by licensing authority of India.
7. Integrity Pact Statement. (Self attested)

### **5. Clarification of Bidding Documents**

5.1 Prospective bidder requiring any further information or clarification of the Bidding Documents may notify the STCBL in writing at the STCBL's address indicated in the Invitation for Bids. The STCBL's response will be sent in writing or by fax to all prospective bidders who have received the bidding document.

5.2. A “**PRE-BID MEETING**” shall be held at Liaison Office, Kolkata on 25<sup>th</sup> September 2019, at 3:30 PM in order to clarify any queries, confusions, suggestions or issues related to tender bid documents.

### **6. Amendments of bidding documents**

6.1 At any time prior to the deadline for submission of bids, the STCBL may, for any reason, whether at its own initiative or in response to a clarification requested by a prospective buyer, modify the bidding documents by addendum.



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### C. Preparation of Bids

#### 7. Bid Prices

- 7.1 The bidder shall complete the appropriate Price Schedules included herein, stating the **unit prices, total price per item, the total amount as per Annex. I – IV.**
- 7.2 Prices quoted in the Price Schedules should preferably be quoted exclusive of all forms of taxes, levies and duties up to Phuentsholing, Bhutan.
- 7.3 In case the price quoted in the Price Schedules are exclusive of taxes (GST), the bidder to segregate the actual amount and taxes in itemized format.
- 7.4 Prices quoted by the bidder shall remain fixed and valid until completion of the Contract performance and will not be subject to variation on any account unless Force-Majeure factors.
- 7.5 As per India-Bhutan Trade Treaty any form GST by the GOI has been exempted to Bhutan. Hence, taxes & duties such as GST shall not be accepted.

#### 8. Bid Currencies

- 8.1 Prices shall be quoted in Ngultrum (Nu.) / Indian Rupees (INR) for services offered.

#### 9. Bid Security

- 9.1 The bidder shall furnish, as part of its Bid, a bid security in the amount of **INR/Ngultrum Twenty Six Thousand only (Nu./INR. 39,000.00).** The bid security shall be denominated in Ngultrum (Nu.) / Indian Rupees (INR).
- 9.2 The Earnest Money Deposit (EMD) or the bid security of the successful bidder shall be returned after or adjusted against the performance security of the successful bidder to whom the contract is awarded.
- 9.3 After the award of contract the earnest money deposit or the bid security of all the unsuccessful bidders, shall be returned within fifteen (15) working days of the award of contract.
- 9.4 Bid security shall be submitted by bidders in a separate envelope, which should be opened prior to the opening of the technical and financial bid. In absence of bid



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security, technical and financial bids will be returned unopened if specified in the bidding documents.

9.3 The bid security shall remain valid for a period of thirty (30) days beyond the validity period for the bids, in order to provide reasonable time for the STCBL to act if the security is to be called. The bidding documents shall mention the exact date till which the bid security shall remain valid.

(a) The bid security shall be in the form of unconditional bank guarantee/ Cash Warrant/ Demand Draft or as specified in the bidding documents.

9.4 The bid security may be forfeited;

(a) If a bidder withdraws its bid during the period of bid validity specified by the bidder; or

(b) If a bidder does not accept the arithmetical corrections of its bid price.

(c) In the case of successful bidder, if the bidder fails:

i) Sign the Contract in accordance to clause 20.

ii) Furnish the performance security in accordance with clause 21.

### **10. Period of Validity of Bids**

10.1 Bids shall remain valid for **Thirty(30) days** after the date of bid closing prescribed by STCBL.

### **D. Submission of Bids**

#### **11. Sealing and Marking of Bids**

11.1 The bidder shall seal the Bid in an inner and an outer envelope, duly marking the envelopes in accordance to Sub –clause 11.3.

11.2 The Bid prepared by the bidder shall comprise of:

a. Original and copies of the bid form and the appropriate price schedules furnished in the bidding documents;

b. Documentary evidence establishing that the bidder is eligible to bid;

c. Documentary evidence establishing that the bidder is qualified to perform the contract;

d. Bid security;



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e. Power of attorney.

11.3 The bids shall be delivered in an envelope sealed with adhesive tape or other sealant, which will prevent reopening addressed to the appropriate addressee and shall be marked “Confidential”, “Name of the Supply”, “Tender Number”, and the words “DO NOT OPEN BEFORE the specified date, month and time”. The name and address of the bidder shall be written on the inner envelope and on the outer envelope in order to enable return of the bid unopened in case it is declared LATE.

11.4 The Outer envelope shall be plain and written nothing expect below:

- (a) **To,  
Liaison Officer,  
State Trading Corporation of Bhutan Ltd.  
Liaison office, C/O RBC,  
71, Tivoli Court, 1A Ballygunge Circular Road,  
Kolkata: 700 019**

**And**

- (b) Bear the words “**STCB/LO/TENDER CONVEYOR/2019**”, and the words “**DO NOT OPEN BEFORE 01/10/2019, TIME 3:30 PM**”. Refer Clause 11.3.

### **12. Deadline for Submission of Bids**

12.4 The original Bid must be received by the STCBL at the address specified in Sub-Clause 11.2 no later than **30/09/2019, TIME: 5.00 PM**.

### **13. Late bids**

13.1 Any bid received by the STCBL after the deadline for submission of Bids prescribed by the STCBL, pursuant to clause 11 & 12, will be declared “**Late**” and rejected and returned unopened to the bidder.

## **E. Bid Opening and Evaluation**

### **14. Opening of Bids by Purchaser**





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- 14.1 The STCBL will open Bids, in presence of bidder's or it's representatives who choose to attend at 01/10/2019, TIME 3:30 PM and in the following location:

**Conference Hall  
Liaison Office,  
State Trading Corporation of Bhutan Ltd.,  
71 Tivoli Court, 1A Ballygunge Circular Road,  
Kolkata : 700 019.**

### **15. Clarification of Bids**

- 15.1 To assist in the examination, evaluation and comparison of Bids, the STCBL may, at its discretion, ask the bidder for a clarification of its Bid. All responses to requests for clarification shall be in writing, and no change in the price or substance of the bid shall be sought, offered or permitted.
- 15.2 Bidders who chose to attend shall sign the attendance sheet provided in the record of bid opening with their name, firm name and phone number. Bidders who chose to attend the opening shall not be allowed to speak on matters related to the bid until and unless approached by the committee members or by seeking permission by raising hand. Bidders who have any complaint with regard to the bid opening shall file a written complaint immediately.
- 15.3 The bidder/representative will be required to inform the committee during the opening of the bid itself, if any information is missed or not read out.

### **16. Modification and withdrawal of bid**

- 16.1 The bidder, on submission of written application, may modify or withdraw the bid submitted, prior to the deadline for submission of bids as prescribed in the bid documents. The bidder on re-submission shall write on the inner and outer envelope additionally marked as "MODIFICATION" as appropriate. STCBL shall accept the modified bid within the bid submission schedule indicated in the bid documents and not thereafter. Bids once withdrawn shall not be accepted.
- 16.2 No bid shall be withdrawn or modified during the interval between the deadline for submission of bids and the expiration of bid validity period specified in the bid document.

### **17. STCBL's Right to Accept any Bid or Reject all Bids**



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- 17.1 The STCBL reserves the right to accept or reject any Bid and to annul the bidding process and reject all bids at any time prior to award of Contract, without thereby incurring any liability to the affected bidder or bidders or any obligation to inform the affected bidder or bidders of the ground for the STCBL's action.

### **F. Award of Contract**

#### **18. Post qualification and Award**

- 18.1 The STCBL will determine to its satisfaction whether the bidder selected as having submitted the lowest-evaluated, responsive Bid is qualified to satisfactorily perform the Contract.
- 18.2 The STCBL will award the Contract to the successful bidder whose Bid has been determined to be qualified to satisfactorily perform the Contract.

#### **19. Notification of Award**

- 19.1 The STCBL will notify the successful bidder in writing by registered post or by fax/ e-mail that its bids has been accepted and on which basis the Bid has been accepted.
- 19.2 The notification of award will constitute the formation of a contract.

#### **20. Signing of Contract**

- 20.1 Within Ten (10) days of the receipt of the notification of award the successful bidder shall sign the Contract agreement.
- 20.2 STCBL shall ensure that award of contract is completed within the period of validity of bid. Failure of the successful bidder to accept the award/ sign the contract shall constitute sufficient grounds for the annulment of the award and forfeiture of the bid security.
- 20.3 Where the contract is not signed by both the parties simultaneously:
- a.** STCBL shall send to the successful bidder two original copies of **(i)** the full contract and **(ii)** the letter of Acceptance each signed by its duly authorized representative together with the dated signature;
  - b.** The Notification of Award shall indicate the deadline which shall normally be not more than fifteen (15) calendar days by which it must be



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accepted;

c. The bidder, if he agrees to conclude the contract, shall sign and date all original copies of the contract and the letter of acceptance and return one copy of each to STCBL before the expiry of the deadline indicated in the letter of acceptance along with the performance security;

d. In case the selected bidder fails to sign the contract agreement within the deadline specified in the letter of acceptance, the positive difference in contract amount with the next lowest evaluated bid and his bid security amount shall be recovered from the selected bidder who fails to conclude the contract with STCBL.

### 21 Performance Security

21.1 Within Fifteen (15) days of the receipt of the notification of award the successful bidder shall furnish the performance security in accordance with the Conditions of Contract.

21.2 Successful bidder shall deposit within Fifteen (15) days a security deposit of Ngultrum/Indian Rupees Three Hundred Ninety Thousand) 390,000.00 only.

### 22. Contract amendment

22.1 After conclusion of the contract, any amendment in the contract terms and conditions shall generally not permit. However, in exceptional cases where the modification/amendments are considered to be absolutely essential, the same may be allowed only after taking into account the financial implications for such amendments. The approving authority for such contract amendment shall vest with the relevant tender committee.

### 23. Fraud & Corruption

23.1 STCBL and the Bidders/ Suppliers/ Contractors shall observe the highest standard of ethics during the procurement and execution of contracts. In conformity to this, an ***Integrity Pact Statement*** shall be signed by STCBL and the Bidders/ Suppliers/ Contractors.



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## SECTION-II

### GENERAL CONDITIONS OF CONTRACT

#### 1. Definitions

1.1 In this Contract, the following terms shall be interpreted as indicated:

- a. **“The Vehicles”** means all of the Vehicles (Annexure-I-IV) which the conveyor is required to convey/transport to STCBL, Phuntsholing under the Contract.
- b. **“The Conveyor”** means the organization conveying the vehicles that are imported/ exported from/to third countries in coordination with STCBL, Kolkata office.
- c. **“Day”** means calendar day.

#### 2. Conveyance Services:

- 2.1 The Conveyor shall provide STCBL with conveyance services i.e. by Self driven Mode under own power, trailer and car carrier from various Sea/Air Ports and suppliers’ warehouse in Kolkata, India to Phuentsholing, Bhutan as fully specified in Annexure I & V.
- 2.2 The Conveyance service for the goods and commodities are as per Annexure I & V.

#### 3. Service Included:

- 3.1 The Conveyance Services shall include, inter alias, the following:



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- a) Conveyance/Transportation from the Bhutan House, Dumdum, airport/sea dock/CFS at Kolkata/Haldia, warehouse or any authorized premises.
- b) Conveyance/Transportation till STCBL, Headquarter at Phuentsholing, Bhutan or any delivery point as advised by Liaison Office, STCBL.
- c) Incase of Trailer/Car Carrier Transportation: Loading through self-driven mode, lashing and securing the vehicle until delivery at HQ, P/Ling. Also, Unloading at the delivery point as advised.

#### **4. Duration of the Agreement;**

- 4.1 This Agreement shall be valid for a period of two (2) years or 24 months starting on the date of reaching an Agreement unless renewed thereafter with mutual consent.

#### **5. Use of Contract Documents and Information**

- 5.1 The Conveyer shall not, without the STCBL's prior written consent, disclose the Contract, or any provision thereof, or any specification, drawings, pattern, sample, or information furnished by or on behalf of the STCBL in connection therewith, to any person other than a person employed by the conveyer in the performance of the Contract. Disclosure to any such employed person shall be made in confidence and shall extend only as far as may be necessary for purposes of such performance

#### **6. Contract Amendments**

- 6.1 Subject to Clause 6, no variation in or modification of the conditions and terms of the Contract shall be made except by written amendment signed by the parties.

#### **7. Vehicle safety**

- 7.1 The conveyer at all times shall maintain safety of vehicles and follow safety & security measures.
- 7.2 At times as a safety measure during any riots or strikes, the vehicles shall be conveyed properly and safely from Haldia/Kolkata Dock to Royal Bhutan Custom's house or authorized premises at Kolkata en-route to STCBL, Phuentsholing, Bhutan in order



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- 7.3 The conveyor shall inform Liaison Office, STCBL in course of any incident or accident, wherein the representative from STCBL shall verify the cause of incident or accident before its rejection or acceptance for onward submission to Royal Insurance Corporation of Bhutan or other insurance company as desired. If the cause of accident is due to negligence of the conveyor, STCBL reserves the rights to forfeit the performance security deposit to compensate the losses.
- 7.4 The STCBL shall review the minor damages/accident report before its rejection or acceptance for onward submission to Royal Insurance Corporation of Bhutan or other insurance company as desired. The unrecovered cost of repair from Insurance claim shall be recovered from the conveyor.

### **8. Certification of Receipts and on Delivery**

- 8.1 The conveyor shall inspect the condition of the vehicle and its accessories during its unloading day at Kolkata Port from the vessel in every shipment. Conveyor to follow safety measures as per Clause 7. In addition Conveyor shall:
- a) Extend support to Clearing Agent during custom clearance and co-ordinate regarding all requisite documents and dispatch schedule.
  - b) Obtain all requisite documents from Liaison & Transit office before the dispatch of the vehicles.
  - c) Complete all transit formalities prior to dispatch day.
  - d) Handover vehicles to authorized personnel along with necessary documents.
  - e) Conveyor to have their road challan remarked by receiving authorized personnel the fuel remaining and condition of vehicle during delivery at HQ, Pling.
  - f) Authorized personnel at STCBL shall inspect the vehicle and sign the road challan indicating either full satisfaction or any damages that had occurred in transit.

### **9. Availability**





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- 9.1 The Conveyor shall always make available at all times for forwarding purposes '*as and when*' needed by STCBL, Kolkata.
- 9.2 The Conveyor shall informed atleast 2 days prior to forwarding event. Any further delay from the date of forwarding event by the conveyor is liable for recovery of all charges of detention/demurrage/watchman /loss/damages/Parking to the vehicles
- 9.3 The Conveyor shall depute at-least one (1) staff during inspection and delivery period at Bhutan house-Dumdum, Kolkata Port, CFS's and any other designated point.

### **10. Repairs**

- 10.1 No repair or repair charges shall be entertained en-route or otherwise. Only in cases where vehicle requires repairs for their safety, the conveyor must obtain prior approval or ex post facto sanction under unavoidable circumstances, giving proper justifications.

### **11. Conveyance Schedule and Delivery**

- 11.1 The conveyor shall try to deliver the vehicles to the destination only during office working days. The vehicles at the time of delivery to the destination should have at least minimum fuel balance of Five (5) liters.
- 11.2 Prior inspection shall be made by Kolkata office before the vehicles are being dispatched from Kolkata to STCBL HQ, stock yard.
- 11.3 The conveyor shall arrange to dispatch vehicles within 3 days from the date of entry in the designated parking premises or from Kolkata N.S./Haldia Dock. The additional expenses incurred beyond the grace period shall be borne by the conveyer.
- 11.4 Incase of Car Carrier/ Trailer Transportation, STCBL shall ensure to inform and instruct Conveyor to avail trailer/Car Carrier atleast 3-4 days ahead of actual date of dispatch over email and telephone.
- 11.5 In the event the Conveyor is unable to supply or avail trailer/Car Carrier/ Drivers on the actual date of dispatch the Conveyor shall be liable for adjustment towards their bills of any demurrage & detention charges incurred at Air/Sea Port, CFS or any other nominated premises for the no. of delayed days.
- 11.6 Following are the transit Period days allotted for delivery from Kolkata to Phuentsholing Bhutan:



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- a. **Vehicles-Self Driven Mode:** 2-3 Days. (Kol to P/Ling)
- b. **Car Carrier/Trailer for Vehicles:** 3-5 Working Days. (Kol to P/Ling)
- c. **1x20' Container:** 3-5 Working Days. (Kol to P/Ling)
- d. **1x20' Container:** 2-4 Working Days. (P/Ling to Kol)
- e. **1x40' Container:** 4-6 Working Days. (Kol to P/Ling)
- f. **1x40' Container:** 3-5 Working Days. (P/Ling to Kol)

11.7 In the event the Transporter is unable to complete the transportation within allotted period, the Transporter to seek extension period referring to clause 20.

11.8 In the event the extension is not legitimate and unapproved by STCBL a penalty charges shall be applicable as per clause 17.

### **12. Forbidding carriage of passenger or goods**

12.1 Conveyor shall not carry any passengers or items inside vehicles during in-transit to HQ, STCBL unless authorized in writing by The Head, STCBL, Kolkata Liaison Office.

### **13. Costs of Conveying**

13.1 Any price changes due to changes in cost of fuel shall be determined using following formula:

$$R1 = R_o \left[ \frac{0.15 + 0.85 F_n}{F_o} \right] - R_o$$

Where,

R1= Adjustment rates applied for the period in operation

R<sub>o</sub>=Quoted rates in the tender or negotiated thereafter

F<sub>o</sub>= Fuel Price at the time of signing the Agreement [Diesel/liter (INR/Nu)  
[Petrol/liter (INR/Nu)]

F<sub>n</sub>= Fuel prices for at the date of adjustment

13.2 **Price adjustment will be implied only if the resulting increase or decrease in fuel rates is more or less than 15% of the quoted rates.**

### **14. Payment**

14.1 On behalf of STCBL, the Conveyor shall pay any unforeseen charges apart from price schedules during forwarding process to ensure hassle free transit. STCBL reserves right to reject or approve such unforeseen charges apart from



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conveyance charges mentioned in Annexure I - V. All such charges to-be submitted with authentic supporting bills.

14.2 The STCBL will pay to the Conveyer as follows:

- a. On Acceptance: Hundred (100) percent of the invoice amount of Goods/Services received shall be paid within Sixty(60) days upon receipt of the Goods/services and of course final transportation bills.

14.3 The Transporter request(s) for payment shall be made to the STCBL in writing, accompanied by an invoice describing, as appropriate, the Goods transported and the Services performed.

14.4 Payments shall be made promptly by the STCBL, but in no case later than sixty (60) days after submission of an invoice or claim by the Clearing Agent.

14.5 An appropriate percentile (current TDS 3%) of Tax Deduction at Source shall be deducted during remittance as prescribed and laid by Department of Revenue and Customs, Bhutan.

### **15. Taxes and Duties**

15.1 The Conveyer shall be entirely responsible for all taxes, stamp duties, toll booth charges and other such levies imposed outside Bhutan.

15.2 The bid prices/rates shall include all customs duties, import duties, business taxes, income, toll booth charges and other taxes that may be levied in accordance to the laws and regulations in being as of the date 10 days prior to the closing date for submission of bids in Bhutan and India. Nothing in the contract shall relieve the Conveyer from his responsibility to pay any tax that may be levied in the Bhutan.

### **16. Prices**

16.1 Prices charged by the Conveyer for vehicles delivered and Services performed under the Contract shall not vary from the prices quoted by the Conveyer in its bid.

16.2 Upon any change in the charges by The Conveyer during the contract session, the same has to be submitted to STCB, Kolkata in writing, which further has to be approved by STCB to come into effect.



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### **17. Penalty**

- 17.1 In regards to **Vehicle shipment** any delay more than the allowed transit period (as per clause 11) other than force majeure, a penalty @ Nu/Rs. 300.00 (Ngultrum Three Hundred) per vehicle will be imposed and recovered from the Transporter unless extension clause per 21 has been adhered.
- 17.2 In regards to **Container shipment** any delay more than the allowed transit period (as per clause 11) other than force majeure, a penalty equivalent to container detention charges per container will be imposed and recovered from the Transporter unless extension clause per 20 has been adhered.

### **18. Insurance**

- 18.1 All Goods cleared and forwarded under the Contract shall be fully insured against loss or damage incidental to loading, storage and delivery.

### **19. Force Majeure**

- 19.1 Neither STCBL nor Conveyor shall be liable for damages and delay or failure of delivery arising out of causes beyond their reasonable control and without their fault or negligence, including, but not limited to, acts of civil or military authority, fires, riots, wars or embargoes.

### **20. Extensions in the Conveyors Performance**

- 20.1 The Conveyor may claim an extension of the time limits as set forth in the service period in case of:
- (a) Delay in performance of work caused by STCBL.
- 20.2 The Conveyor shall demonstrate to the STCBL's satisfaction that it has used its best endeavors to avoid or overcome such causes for delay, and the parties will mutually agree upon remedies to mitigate or overcome such causes for delay.

### **21. Detention and Demurrage Charges**

- 21.1 No demurrage charges will be paid for any detention caused by natural calamity or other force majeure.
- 21.2 Any demurrage charge is the liability of the Conveyor except time extension granted in pursuant to Clause 20.



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## State Trading Corporation of Bhutan Ltd.

- 21.3 STCBL has right to make adjustments against the parking/demurrage or any other charges from conveyors final bill if they fail to fulfill any of the point from clause 9 &11.
- 21.4 No detention charges for the first 24 hours from the time of reporting at Sear/Air Port, CFS or designated suppliers' warehouse against the lifting program will be paid either by the consignor or consignee. No detention charges shall be paid for any detention caused by natural calamity or other force majeure clauses.
- 21.5 No detention charges for the first 24 hours from the time of reporting at Sear/Air Port, CFS or designated importer's warehouse against the unloading program will be paid either by the consignor or consignee. No detention charges shall be paid for any detention caused by natural calamity or other force majeure clauses.
- 21.6 **Any Demurrage or Detention charges incurred during clearing process due to Conveyor's deferment shall result in adjustment of such changes against their final transportation bills on a pro-rata basis.**

## **22. Transshipment**

- 22.1 Transshipment shall not be permitted. However, should genuine need arises the Conveyor shall obtain the concurrence of STCBL prior to doing so.

## **23. Risk of Loss**

- 23.1 The risk of loss of Goods/commodities during transit shall be transferred to or borne by Conveyor once the vehicle/Trailer/Car Carrier leaves the origin point at Sea/Air Port or nominated loading point in Kolkata. The conveyor reserves right to inspect shipment/s for damage prior to leaving the loading dock and shall have the right to refuse damaged Goods tendered for delivery.
- 23.2 Upon refusal by Conveyor to dispatch from origin point due to any damages, STCBL shall conduct final inspection and shall instruct Conveyor the final course of action, such as repairs and continue-with-transportation.
- 23.3 Conveyor shall be liable to STCBL for any loss or injury to Goods caused by the negligence or omissions or failure to act of Conveyor. STCBL reserves



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right to inspect each shipment for damage prior to taking the deliver or leaving the dock premises.

- 23.4 With respect to returnable goods, Conveyor shall bear the risk of loss once the Carrier's truck leaves the loading point of a Location where Goods were tendered to it on behalf of STCB, until such time as the goods reach the ultimate destination as designated on the bill of loading.

### **24. Sub-Contracts**

- 24.1 The Conveyor shall not subcontract all or any part of the contract without first obtaining the STCBL's approval in writing of the subcontracting and the subcontractor.
- 24.2 The Conveyor guarantees that any and all subcontractors of the conveyance for the performance of any part of the work under the contract will comply fully with the terms of the contact applicable to such part of the work under the contact.
- 24.3 The conveyor upon authorization to sub-contract some of the conveyance services shall remain fully responsible and accountable for the safety & security and delivery of the goods and commodities to designated point.

### **25. Bills and Invoices**

- 25.1 The conveyor shall make immediate arrangements to submit their conveyance bills along with necessary supporting bills against every vehicle shipments within Seven (7) working days post delivery at STCBL, HQ, Phuentsholing or any other designated site. For container shipments the bills to be submitted within Ten (10) days post return of container to steamer agent in Kolkata.

### **26. Liability**

- 26.1 Transporter's liability under this agreement shall be limited to the invoices based on the current CIF value.
- 26.2 In the event of any scale of damages due to conveyors fault to vehicles/container shipment, the conveyor shall be liable against the equal amount of charges for replacement/repairs. STCBL reserves right to investigate the case and rule out the ultimate outcome during such cases.

## **27. Performance Security**

- 27.1 The proceeds of the performance security shall be payable to the STCBL as compensation for any loss resulting from the Clearing Agent's failure to complete its work under the Contract.
- 27.2 The performance security will be discharged / returned by the STCBL not later than thirty (30) days following the date of completion of the STCBL's work under the Contract.

## **28. Indemnification by Conveyor**

- 28.1 The Conveyor shall protect, defend, indemnify and hold harmless STCBL, from and against all liabilities, losses, costs, damages, expenses, claims, attorneys' fees and disbursements of any kind or of any nature whatsoever imposed upon STCBL, whether incurred directly or indirectly by STCBL, by virtue of, or in connection with, or arising out of any :
- (a) Failure of Conveyor to maintain appropriate licenses to carry out the purposes of this Agreement, resulting in the inability to, among other things, ship products for STCBL.
  - (b) Claims made by any employees or agents of Conveyor or by any operations of Conveyor related to Conveyors provisions of Conveying Logistics Services to STCBL under the terms of this Agreement, including any claim by conveyor personnel that they are STCBL employees for any purpose.
  - (c) Claims arising from the negligence of the Conveyor in performing Conveying Logistics Services; or
  - (d) Other claims arising directly or indirectly out of the conveying of the Goods on behalf of STCBL, including but not limited to claims arising from accidents involving equipment used to clear the vehicles.
- 27.2 The foregoing indemnities shall not apply to the extent that such liability arises from or as a result of any negligent act or omission of STCBL.



## **29. Termination by default**

- 29.1 The STCBL may, without prejudice to any other remedy for breach of Contract, by written notice of default sent to the Conveyer, terminate the Contract in whole or in part within thirty (30) days:
- (a) if the Conveyer fails to deliver any or all of the vehicles within the time period(s) specified in the Contract, or any extension thereof granted by
  - (b) if the Conveyer, in either of the above circumstances, does not cure its failure within a period of ten (10) calendar days (or such longer period as the STCBL may authorize in writing) after receipt of a notice of default from the STCBL specifying the nature of the default(s).
- 29.2 In the event the STCBL terminates the Contract in whole or in part, pursuant to Clause 28.1 , STCBL may procure, upon such terms and in such manner as it deems appropriate, services similar to those undelivered, and the Conveyer shall be liable to the STCBL for any excess costs for such similar services. Notwithstanding the above, the Conveyer shall continue performance of the Contract to the extent not terminated.

## **30. Termination for insolvency**

- 30.1 The STCBL may at any time terminate the Contract by giving written notice to the Conveyer within 30 days, without compensation to the conveyer if the Conveyer becomes bankrupt or otherwise insolvent. Notwithstanding the above, such termination will not prejudice or affect any right of action or remedy, which has accrued or will accrue thereafter to the STCBL.

## **31. Termination for convenience**

- 31.1 The STCBL may, by written notice sent to the Conveyer, terminate the Contract, in whole or in part, at any time for its convenience. The notice of termination shall specify that termination is for the STCBL's convenience, the extent to which performance of work under the Contract is terminated, and the date upon which such termination becomes effective.
- 31.2 For the vehicles that are conveyed prior to receipt of notice of termination, payment shall be made by the STCBL at the Contract prices and on the other Contract terms. For the remaining vehicles, the STCBL may elect:
- (a) to have any portion thereof completed and delivered at the Contract prices and on the other Contract terms; and/or





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- (b) to cancel the remainder and pay to the Conveyor an agreed amount for partially completed services.

### **32. Resolution of Disputes**

- 32.1 The STCBL and the Conveyor shall make every effort to resolve amicably by direct informal negotiation any disagreement or dispute arising between them under or in connection with the Contract.

### **33. Termination by Conveyor & Notice Period**

- 33.1 Incase the conveyor wishes to forfeit the contract due to inconvenience that couldn't be settle on their favor, the conveyor shall arrange to notify STCBL in writing of their unwillingness to continue and intention to end the contract agreement by giving STCBL with 1 month notice period.
- 33.2. The conveyor shall be liable for the amount against the repair and damages, demurrage/parking charges, inconvenience charge and any other charges that may incur if they decide NOT to fulfill the 30 days notice period. Such amount shall be adjusted during their final bill or from their deposits made, whichever necessary.

### **34. Arbitration**

- 34.1 Any dispute arising out of between the parties will be settled by amicable discussion between the parties.
- 34.2 If, after thirty(30) days from the commencement of such informal negotiations, either party may require that the dispute be referred to the proper court in Bhutan for adjudication.

### **35. Governing Law**

- 35.1 The Contract shall be governed by and interpreted in accordance with the laws of the Kingdom of Bhutan with initial jurisdiction to Dungkhag Court, Phuentsholing.

### **36. Waiver**

- 36.1 Failure of either party to insist upon strict performance by the other part of any provision of the Contract shall in no way be deemed or construed to affect in any way the right of that party to require such performance.



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### **37. Language**

- 37.1 The valid language for this contract shall be English. No part of this contract may be waived or disputed on the basis of misunderstanding of the text or any other linguistic difficulty on the part of either party.

### **38. Route Survey & Inspection**

- 38.1. STCBL, Liaison Office, Kolkata shall occasionally depute their staff(s) to survey and inspect the condition en route to Phuentsholing, Bhutan. During such survey and inspection, the conveyer shall make appropriate arrangements along with deputation of skilled and sound driver fluent in Hindi or English during transit to HQ, Bhutan.
- 38.2 The conveyer shall ensure that the vehicle to-be used during the survey be put with sufficient fuel in-transit to HQ, Bhutan and
- 38.3 The conveyer shall educate and inform the staff-inspector with all the challenges and latest updates & developments en route to HQ, Bhutan that shall be helpful to acknowledge the inspection.
- 38.4 All the inspection arrangements and additional fuel overheads/expenses shall be borne by the conveyer and nothing shall be charged with STCB or the staff-inspector.

**ANNEXURE I**

Bidding Rates as per *AUTOMATIC/MANUAL/HYBRID TRANSMISSION*

**MOT:** Self Driven under 'own power'.

Please mention the fuel rates per liter and date in effect:

- **Diesel/liter:** INR/Nu \_\_\_\_\_ . **DATE:** \_\_\_\_\_
- **Petrol/liter:** INR/Nu \_\_\_\_\_ . **DATE:** \_\_\_\_\_

TYPE OF VEHICLE	Model No.	CC	Transmi ssion	NEGOTIATE RATES				
				Kolkata Dock to Pling, Bhutan	Kolkata Dock to Bhutan House	Bhutan House to Pling, Bhutan	Haldia Dock to Pling, Bhutan	Holdai Dock to Bhutan House
Toyota Land Cruiser	VDJ200R-GNTEZ	4461	Auto					
Toyota Land Cruiser	VDJ200R-GNMNZ	4461	Manual					
Toyota L/C Prado	KDJ150R-GKFEY	2982	Manual					
Toyota L/C Prado	KDJ150R-GKAEY	2982	Auto					
Toyota Coaster Bus	HZB50R-ZGMSS	4164	Manual					
Toyota Coaster Bus	BB42R-BRMRS	3661	Manual					
Toyota Hiace Bus	LH202R-LEMDE	2986	Manual					
Toyota Fortuner	KUN51R-NKYMST	2982	Manual					
Toyota Hilux	KUN25R-PRMDH	2494	Manual					
Toyota Hilux	KUN26R-PRMSY	2495	Manual					
Toyota Yaris	NCP92R-AHMRK	1298	Manual					
Toyota Camry	AVV50R-AEXEBW	2485	Hybrid					



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Toyota Prius Sedan	ZUW30R-AHXVB	1785	Hybrid					
Toyota Prius C	NHP10R-AHXVB	1497	Hybrid					
Toyota Rav 4	ALA49R-ANFGYW	2494	Manual					
Toyota L/C-70	HZJ78R-RJMRS	4164	Manual					
Refuse Collector /Garbage Truck	-	-	Manual					
Toyota Avanza	-	-	-					

**NOTE:**  
Quotation rates as per unit basis.



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**ANNEXURE II**

Bidding Rates as per Trailer for transportation of vehicles through Car Carrier (1x50'-55' Double bed)

**Loading:** Self Driven under 'own power'.

**MOT:** Over Car Carrier.

Please mention the fuel rates per liter and date in effect:

- **Diesel/liter:** INR/Nu \_\_\_\_\_ . **DATE:** \_\_\_\_\_
- **Petrol/liter:** INR/Nu \_\_\_\_\_ . **DATE:** \_\_\_\_\_

Particulars			Negotiated Rates for CAR CARRIER (1x50'-55' Trailer)				
Sl. No	From	TO	Rate/Unit /HIACE BUS	Rate/Unit/ PICKUP - SUV (Hilux, L/C Prado, LC70, Avanza, Fortuner etc.)	Rate/Unit /SEDAN (Camry, Yaris, Prius etc.)	Rate/Unit /HATCHBACK (Prius C etc.)	Rate/Unit/ Coaster BUS
1	Kolkata Dock	Phuentsholing, Bhutan					
2	Kolkata Airport						
3	Bhutan House, Dumdum						
4	Haldia Dock						

**\*Above car carrier rates per unit.**

Particulars	Negotiated Rates Per Unit
Lashing, Packing, Belt & Machine	_____/Unit

Particulars	Coaster Bus	Hiace Bus	SUV/PICKUP/HATCHBACK/SEDAN
Container Destuffing Charges	_____/Unit	_____/Unit	_____/Unit

**ANNEXURE III**

Bidding Rates as per Trailer for transportation of vehicles

**Loading:** Self-Driven under 'own power'.

**MOT:** Over trailer

Please mention the fuel rates per liter and date in effect:

- **Diesel/liter:** INR/Nu \_\_\_\_\_ . **DATE:** \_\_\_\_\_
- **Petrol/liter:** INR/Nu \_\_\_\_\_ . **DATE:** \_\_\_\_\_

Particulars			Negotiated Rates	
Sl. No.	From	TO	1 x 20' Standard Trailer	1 x 40' Heavy Trailer
1	Kolkata Dock	Phuentsholing, Bhutan		
2	Kolkata Airport			
3	Bhutan House, Dumdum			
4	Haldia Dock			

Particulars	Negotiated Rates Per Unit
Lashing, Packing, Belt & Machine	INR. _____ /Unit

**NOTE:**

- Quotation rates as per trailer basis, 1x20' shall hold 1 unit Toyota vehicle and 1x 40' should hold 2 units of Toyota vehicles.



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**ANNEXURE-IV**

Bidding Rates as per Trailer for transportation of Container shipment.  
**MOT:** Container Transportation.

Please mention the fuel rates per liter and date in effect:

- **Diesel/liter:** INR/Nu \_\_\_\_\_ . **DATE:** \_\_\_\_\_
- **Petrol/liter:** INR/Nu \_\_\_\_\_ . **DATE:** \_\_\_\_\_

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 PHUENTSHOLING: BHUTAN**

SL. No.	WEIGHT	TOTAL Transit Period (In Days)	CHARGES		REMARKS
<b>1x20' Trailer</b>			<b>KOLKATA DOCK TO PHUENTSHOLING, BHUTAN</b>	<b>HALDIA DOCK TO PHUENTSHOLING, BHUTAN</b>	
1	upto 7 MT	4-7 Days			
2	7 - 11 MT	4-7 Days			
3	11 - 15 MT	6-8 Days			
4	15 - 20 MT	6-8 Days			
5	20 - 22 MT	6-9 Days			
6	Above 22 MT	7-10 Days			
<b>1x40' Trailer</b>			<b>KOLKATA DOCK TO PHUENTSHOLING BHUTAN</b>	<b>HALDIA DOCK TO PHUENTSHOLING BHUTAN</b>	
1	upto 7 MT	4-7 Days			
2	7 - 11 MT	4-7 Days			
3	11- 15 MT	6-8 Days			
4	15 - 20 MT	6-8 Days			
5	20 - 22 MT	6-9 Days			
6	Above 22 MT	7-10 Days			

**NOTE:**

- Quotation rates as per trailer basis for container shipments as well.



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### FORM 1: INTEGRITY PACT STATEMENT

#### 1. General:

Whereas ..... representing the ..... State Trading Corporation of Bhutan Limited (STCBL), hereinafter referred to as the “Employer” on one part, and (Name of bidder or his/her authorized representative, with power of attorney) Mr/Ms..... representing M/s.....(Name of firm), hereinafter referred to as the “Bidder” on the other part hereby execute this agreement as follows:

This agreement shall be a part of the standard bidding document, which shall be signed by both the parties at the time of purchase of bidding documents and submitted along with the tender document. This IP is applicable only to “large” scale works, goods and services, the threshold of which will be announced by the government from time to time. The signing of the IP shall not apply to framework contracting such as annual office supplies etc.

#### 2 Objectives:

Whereas, the Employer and the Bidder agree to enter into this agreement, hereinafter referred to as IP, to avoid all forms of corruption or deceptive practice by following a system that is fair, transparent and free from any influence/unprejudiced dealings in the bidding process<sup>1</sup> and contract administration<sup>2</sup>, 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 or goods or 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.

3. **Scope:** The validity of this IP shall cover the bidding process and contract administration period.

4. Commitments of the Employer:

#### **The Employer Commits itself to the following:-**

4.1 The Employer hereby undertakes that no officials of the Employer, connected directly or indirectly with the contract, will demand, take a promise for or accept,



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<sup>1</sup> Bidding process, for the purpose of this IP, shall mean the procedures covering tendering process starting from bid preparation, bid submission, bid processing, and bid evaluation. <sup>2</sup> Contract administration, for the purpose of this IP, shall mean contract award, contract implementation, un- authorized sub-contracting and contract handing/taking over directly or intermediaries, any bribe, consideration, gift, reward, favor or any material or immaterial benefit or any other advantage from the Bidder, either for themselves or for any person, organization or third party related to the contract in exchange for an advantage in the bidding process and contract administration.

4.2 The Employer further confirms that its officials shall not favor any prospective bidder in any form that could afford an undue advantage to that particular bidder in the bidding process and contract administration and will treat all Bidders alike.

4.3 Officials of the Employer, who may have observed or noticed or have reasonable suspicion shall report to the head of the employing agency or an appropriate government office any violation or attempted violation of clauses 4.1 and 4.2.

4.4 Following report on violation of clauses 4.1 and 4.2 by officials (s), through any source, necessary disciplinary proceedings, or any other action as deemed fit, including criminal proceedings shall be initiated by the Employer and such a person shall be debarred from further dealings related to the bidding process and contract administration.

### **5. 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 :-

5.1 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 officials 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.

5.2 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.

5.3 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.

### **6. Sanctions for Violation:**



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

6.2 The breach of the IP or commission of any offence (forgery, providing false information, mis-representation, providing false/fake documents, bid rigging, bid steering or coercion) by the Bidder, or any one employed by him, or acting on his/her behalf (whether with or without the knowledge of the Bidder), shall be dealt with as per the terms and conditions of the contract and other provisions of the relevant laws, including De-barment Rules.

6.3 The breach of the IP or commission of any offence by the officials of the procuring agency shall be dealt with as per the rules and laws of the land in vogue.

**7. Monitoring and Administration:**

7.1 The respective procuring agency shall be responsible for administration and monitoring of the IP as per the relevant laws.

7.2 The bidder shall have the right to appeal as per the arbitration mechanism contained in the relevant rules.

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

The parties hereby sign this Integrity Pact at (place) \_\_\_\_\_ on (date) \_\_\_\_\_



**Affix Legal Stamp**



**Affix Legal Stamp**

**EMPLOYER:  
BI DDER/REPRESENTATIVE**

**Name:**

**Name:**

**CID :**

**CID :**

**Witness:**

**Witness**

**Name:**

**Name:**

**CID :**

**CID :**



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### Bidding Forms

#### Form- 2 Bidder Information Form

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

Date: *[insert date (as day, month and year) of Bid submission]*

Bid No.: *[insert number of bidding process]*

Page \_\_\_\_\_ of \_\_\_\_\_ pages

1. Bidder's Legal Name <i>[insert Bidder's legal name]</i>
2. In the case of a Joint Venture, Consortium or Association (JV/C/A) legal name of each party: <i>[insert legal name of each party in JV/C/A]</i>
3. Bidder's actual or intended Country of Registration: <i>[insert actual or intended Country of Registration]</i>
4. Bidder's Year of Registration: <i>[insert Bidder's year of registration]</i>
5. Bidder's Legal Address in Country of Registration: <i>[insert Bidder's legal address in country of registration]</i>
6. Bidder's Authorized Representative Information Name: <i>[insert Authorized Representative's name]</i> Address: <i>[insert Authorized Representative's Address]</i> Telephone/Fax numbers: <i>[insert Authorized Representative's telephone/fax numbers]</i> E-mail Address: <i>[insert Authorized Representative's e-mail address]</i>



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## State Trading Corporation of Bhutan Ltd.

7. Attached are copies of the following original documents: *[check the box(es) of the attached original documents]*
- 🍏 Articles of Incorporation or Registration of firm named in 1 above, in accordance with ITB Sub-Clause 3.1.
  - 🍏 In the case of a JV/C/A, letter of intent to form the JV/C/A, or the JV/C/A agreement, in accordance with ITB Sub-Clause 22.1 (c) (v).
  - 🍏 In the case of a government owned entity from Bhutan, documents establishing legal and financial autonomy and compliance with commercial law, in accordance with ITB Sub-Clause 3.3.
  - 🍏 Power of attorney authorizing the signatory of the Bid to sign on behalf of the Bidder.



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State Trading Corporation of Bhutan Ltd.

**Form 3. Bid Security (Bank Guarantee)**

*[The Bank shall fill in this Bank Guarantee Form in accordance with the instructions indicated.]*

\_\_\_\_\_ *[insert Bank's Name, and Address of Issuing Branch or Office]*

**Beneficiary:** \_\_\_\_\_ *[Name and Address of Purchaser]*

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

**BID GUARANTEE No.:** \_\_\_\_\_

We have been informed that *[insert name of the Bidder]* (hereinafter called "the Bidder") has submitted to you its Bid dated (hereinafter called "the Bid") for the execution of *[insert name of Contract]* under Invitation for Bids No. *[insert IFB number]* ("the IFB").

Furthermore, we understand that, according to your conditions, Bids must be supported by a Bid Guarantee.

At the request of the Bidder, we *[insert name of Bank]* hereby irrevocably undertake to pay you any sum or sums not exceeding in total an amount of *[insert amount in figures]* (*[insert amount in words]*) upon receipt by us of your first demand in writing accompanied by a written statement stating that the Bidder is in breach of its obligation(s) under the Bid conditions, because the Bidder:

- (a) has withdrawn its Bid during the period of Bid validity specified by the Bidder in the Form of Bid; or
- (b) having been notified of the acceptance of its Bid by the Purchaser during the period of Bid validity, (i) fails or refuses to execute the Contract Form; or (ii) fails or refuses to furnish the Performance Security, if required, in accordance with the Instructions to Bidders.

This guarantee will expire: (a) if the Bidder is the successful Bidder, upon our receipt of copies of the contract signed by the Bidder and the Performance Security issued to you upon the instruction of the Bidder; or (b) if the Bidder is not the successful Bidder, upon the earlier of (i) our receipt of a copy of your notification to the Bidder of the name of the successful Bidder; or (ii) twenty-eight days after the expiration of the Bidder's Bid.

Consequently, any demand for payment under this guarantee must be received by us at this office on or before that date.

\_\_\_\_\_ *[signature(s)]*



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## State Trading Corporation of Bhutan Ltd.

### **Form 4- Performance Security**

*[The bank, as requested by the successful Bidder, shall fill in this form in accordance with the instructions indicated]*

Date: *[insert date (as day, month, and year) of Bid submission]*

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

Bank's Branch or Office: *[insert complete name of Guarantor]*

**Beneficiary:** *[insert complete name of Purchaser]*

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

We have been informed that *[insert complete name of Supplier]* (hereinafter called "the Supplier") has entered into Contract No. *[insert number]* dated *[insert day and month]*, *[insert year]* with you, for the supply of *[description of Goods and related Services]* (hereinafter called "the Contract").

Furthermore, we understand that, according to the conditions of the Contract, a Performance Guarantee is required.

At the request of the Supplier, we hereby irrevocably undertake to pay you any sum(s) not exceeding *[insert amount(s) in figures and words]* upon receipt by us of your first demand in writing declaring the Supplier to be in default under the Contract, without cavil or argument, or you needing to prove or to show grounds or reasons for your demand or the sum specified therein.

This Guarantee shall expire no later than the *[insert number]* day of *[insert month]* *[insert year]*, and any demand for payment under it must be received by us at this office on or before that date. We agree to a one-time extension of this Guarantee for a period not to exceed *[six months]* *[one year]*, in response to the Purchaser's written request for such extension, such request to be presented to us before the expiry of the Guarantee.

*[signatures of authorized representatives of the bank and the Supplier]*



## State Trading Corporation of Bhutan Ltd

### **Form 5- Bid Submission Sheet**

*[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 number of IFB]*

Alternative No.: *[insert number, if this Bid is for an alternative]*

To: *[insert complete name of the Purchaser]*

We, the undersigned, declare that:

- (a) We have examined and have no reservations to the Bidding Documents, including Addenda No.: *[insert the number and date of issue of each addendum]*;
- (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 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, indicating the various amounts and their respective currencies]*;
- (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 Bid Document, 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 Bid document Clause 26 for the due performance of the Contract;



## State Trading Corporation of Bhutan Ltd

- (g) We are not participating, as Bidders, in more than one Bid in this bidding process, other than any alternative offers submitted in accordance with Bid documents;
- (h) We, including any subcontractors or suppliers for any part of the Contract, have nationality from eligible countries, viz: *[insert the nationality of the Bidder, including that of all parties that comprise the Bidder if the Bidder is a JV/C/A, and the nationality each subcontractor and supplier]*
- (i) We have no conflict of interest pursuant to bid documents;
- (j) Our firm, its affiliates or subsidiaries - including any subcontractors or suppliers for any part of the contract - has not been declared ineligible by the Purchaser under the laws or official regulations of Bhutan, in accordance with Bid documents;
- (k) The following commissions, gratuities or fees have been paid or are to be paid with respect to the bidding process or execution of the Contract: *[insert complete name of each Recipient, its full address, the reason for which each commission or gratuity was paid and the amount and currency of each such commission or gratuity]*

Name of Recipient	Address	Reason	Amount
_____	_____	_____	_____
_____	_____	_____	_____

(If none has been paid or is to be paid, indicate “none.”)

- (l) We understand that this Bid, together with your written acceptance thereof included in your notification of award, shall constitute a binding contract between us, until a formal contract is prepared and executed.
- (m) We understand that you are not bound to accept the lowest evaluated Bid 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]*