

No. STCB/KLO/TENDER/2026-2029/248

DATE: 09/10/2026

Bidding Document for “CONVEYOR/TRANSPORTER”

**(CONVEYANCE/TRANSPORTATION OF IMPORT/EXPORT VEHICLES, FCL, BBL &
LCL SHIPMENTS FROM KOLKATA/HALDIA & VARIOUS SEAPORT/AIRPORT TO
BHUTAN)**

Requested by:

State Trading Corporation of Bhutan Limited.
STCB Ltd.TM | Head Office, Thimphu, Bhutan
Liaison Office, Kolkata, India.
71, Tivoli Court, 1A Ballygunge Circular Road, Kol-19
Kolkata_liaison@stcb.bt
URL: <http://www.stcb.bt>

Table of Contents	Pages
Part 1- Notice Inviting Tender	3
Part 2- Section- I	4
A. General:	4
1 Scope of Bid	4
2 Eligible Bidders.....	4
3 Cost of Bidding.....	4
B The Bidding Documents:	5
4 Bidding Documents	5
5 Clarification of Bidding Documents	5
6 Amendments of bidding documents	5
C Preparation of Bids:.....	5
7 Bid Prices	6
8 Bid Currencies.....	6
9 Bid Security.....	6
10 Period of Validity of Bids	6
D. Submission of Bids:	6
11 Sealing and Marking of Bids.....	6
12 Deadline for Submission of Bids.....	7
13 Late bids	7
E. Bid Opening and Evaluation:.....	7
14 Opening of Bids by Purchaser	7
15 Clarification of Bids	7
16 Modification and withdrawal of bid.....	8
17 STCBL's Right to accept any Bid or Reject all Bids.....	8
F. Award of Contract:	8
18 Post qualification and Award	8
19 Notification of Award	8
20 Signing of Contract.....	8
21 Performance Security	9
22. Contract Amendments	9
23. Fraud and Corruption.....	9

Part 1- Notice Inviting Tender

Notice Inviting Tender (Conveyor/Transporter Bid)

STCBL invites sealed bids from eligible and registered Transport Agent (hereafter referred to as the “bidder”) for the following:

Sl. No	Particular	Bid Security	Issue of Tender Document	Last Submission Date	Pre-Bid Meeting Date/Time	Opening Date/Time
1	Licensed & Authorized Forwarding Agent [i.e., Conveyor/Transporter] for conveyance and transportation of import/export of vehicles, BBL, LCL and Container/FCL shipments from Kolkata/Haldia/Chennai SeaPort/Airport to Bhutan.	INR. 53,000.00 (1% of Bid Money)	09/10/2026 to 02/11/2026	02/11/2026	28/10/2026, 16:00 HRS IST	03/11/2026, 11:30 HRS IST

Tender documents with detailed terms and conditions will be available on the official website www.stcb.bt.

For further information and clarification, please contact the Liaison Office, Kolkata, at Kolkata_liaison@stcb.bt or visit the Liaison Office at 71, Tivoli Court, 1A Ballygunge Circular Road, Kolkata-700019 during working hours from 0900 to 17:00 HR.

Part 2: SECTION I

Instruction to Bidders

A. General:

1 Scope of Bid

- 1.1 **State Trading Corporation of Bhutan Limited** (hereinafter referred to as the “**STCBL**”) wishes to receive bids from firms/parties/agencies hereinafter referred to as “**The Conveyor/Transporter**” (hereinafter **Transport Agent**) for conveying and transportation of all import/export materials, equipment and vehicles from Kolkata/Haldia/Chennai/Other airports and seaports to Bhutan.

2 Eligible Bidders

- 2.1 The invitation for Bid is open to all registered Transport Agents licensed in India. The License shall be valid and active to carry out the conveyance and transportation activities in both Royal Bhutan Customs and Indian Customs.
- 2.2 The bidder should be well accustomed and familiar with imported vehicles, especially of Toyota Make or of similar specifications. The bidder should have good experience with conveying/transporting vehicles through self-driven mode, car carriers, and Trailers.
- 2.3 The bidder must be accustomed to container/vehicle destuffing, loading, lashing/belting, unloading, documentation, forwarding procedures, and landscape at Kolkata/Haldia Port and in transit to Bhutan.
- 2.4 The Transport agent needs to be registered with both Indian Customs and Royal Bhutan Customs in Kolkata.
- 2.5 The Transport Agent will not outsource services and must have at least **six (6) car carriers available** at any given point in time to ensure it can transport 20-24 Units of vehicles in one lot in case of higher import volumes.
- 2.6 The bidder should have conveyance and transportation experience in Bhutanese consignments and be familiar with Royal Bhutan Customs forwarding procedures.

3 Cost of Bidding

- 3.1 The cost of bid documents is **NU. /INR. 00.00**
- 3.2 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 transportation/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. Instructions to Bidders.
 2. Conditions of Contract.
 3. Price Schedules.
 4. EMD.
 5. Bidder Address Form.
 6. Active and Valid Transport Agent License issued by the Licensing Authority of India.
 7. Integrity Pact Statement (self-attested).
 8. Proof of car carrier possession.
 9. Fitness report of car carriers/trailers/lorries.
 10. Proof of experience handling latest imported LCL, FCL, and vehicle shipments for Bhutan (*namely Phuentsholing, Samtse, Gelephu and Samdrup Jongkhar*).

5 Clarification of Bidding Documents

- 5.1 Prospective bidders requiring any further information or clarification of the Bidding Documents may notify the STCBL's Liaison office, Kolkata [hereinafter 'KLO'] in writing over email at the email ID indicated in the Invitation for Bids. The STCBL's response will be sent over email to the bidder who has collected the bidding document.
- 5.2 A **"PRE-BID MEETING"** shall be conducted at the Liaison Office, Kolkata on 28/10/2026, at 16:00 HRS IST to clarify any queries and issues related to tender bidding documents.

6 Amendments of bidding documents

- 6.1 At any time before 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 bidder, modify the bidding documents by addendum.

C Preparation of Bids:**7 Bid Prices**

- 7.1 The bidder shall complete the appropriate Price Schedules included herein **as per Annexure. I-V.**
- 7.2 Prices quoted in the Price Schedules should preferably be quoted exclusive of all forms of taxes, levies, and duties up to Bhutan.
- 7.3 As per the India-Bhutan Bilateral Trade Treaty, any form of tax or GST by the GOI has been exempted for Bhutan. Hence, taxes & duties such as GST shall not apply to this contract.
- 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 and changes in fuel prices as per clause no. 13, Sec-II.
- 7.5 Any additional charges may be remarked on the attached sheets.

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 or EMD in the amount of **INR/Ngultrum 53,000.00 (1% of Bid Value)**.
- 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 the 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 the contract.
- 9.4 The Bid security should be submitted by bidders in a separate envelope, which should be opened before the opening of technical and financial bids. In the absence of bid security, technical, and financial bids, the bid documents will be returned unopened if specified in the bidding documents.
- 9.5 The bid security shall remain valid for at least a period of thirty (30) days beyond the validity period for the bids, to provide reasonable time for STCBL to act if the security is to be called. The bidding documents shall mention the exact date by which the bid security shall remain valid.
- (a) The bid security shall be in the form of an unconditional bank guarantee/Cash Warrant/ Demand Draft or as specified in the bidding documents.
- 9.6 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 a successful bidder, if the bidder fails:
- i) To sign the Contract in accordance with clause 20.
- ii) To 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 close the Bid in an inner and an outer envelope with transparent tape/wax seal, duly marking the envelopes in accordance with Sub-clause 11.3.
- 11.2 The Bid prepared by the bidder shall comprise:
1. Original and photocopy of the bid form and the price schedules furnished in the bidding documents;
 2. Documentary evidence establishing that the bidder is eligible to bid as per the bidding documents;
 3. Documentary evidence establishing that the bidder is qualified to perform the contract; (Experience certification from past and existing clients)
 4. Bid security;
 5. Power of attorney.
- 11.3 The bids shall be delivered in an envelope closed with adhesive tape, wax, or other sealants, 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".

11.4 The inner and outer envelopes shall:

(a) Be addressed to STCBL at the following address:

To
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/KLO/TENDER/2026-2029/248” and “DO NOT OPEN BEFORE 03/11/2026, TIME 11:30 HRS IST”. Refer to Clause 11.3.

12 Deadline for Submission of Bids

12.1 The original Bid must be received by the STCBL at the address specified in Sub-Clause 11 no later than **02/11/2026, on or before 17:00 HRS IST**.

13 Late bids

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

E. Bid Opening and Evaluation:

14 Opening of Bids by Purchaser

14.1 The STCBL will open Bids, in the presence of bidders or their representatives who choose to attend, on **03/11/2026, TIME 11:30 HRS IST** in the following location:

State Trading Corporation of Bhutan Ltd.,
Liaison Office,
71 Tivoli Court, 1A Ballygunge Circular Road, Kolkata-700019

14.2 All bids shall be opened in sequential order of submission and in full public view of all bidders/representatives attending the bid opening.

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 choose to attend shall sign the attendance sheet provided in the record of bid opening (Annexure- III) with their name, firm name, and phone number. Bidders who choose 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 a 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 a written application, may modify or withdraw the bid submitted before the deadline for submission of bids as prescribed in the bid documents. The bidder, on resubmission, 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 the bid validity period specified in the bid document.

17 STCBL’s Right to Accept any Bid or Reject all Bids

- 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 before the award of the 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 e-mail that its bid has been accepted and on which basis the Bid has been accepted.
- 19.2 The notification of the award will constitute the formation of a contract.

20 Signing of Contract

- 20.1 Within Ten (10) working 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 the contract is completed within the period of validity of the 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 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 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) working days of the receipt of the notification of award, the successful bidder shall furnish the performance security in accordance with the Conditions of the Contract.
- 21.2 The successful bidder shall deposit within Fifteen (15) working days a security deposit of Ngultrum/Indian Rupees **(INR/NU.) 530,000.00 [Five Lakhs Thirty Thousand only]**.

22 Contract amendment

- 22.1 After the conclusion of the contract, any amendment in the contract terms and conditions shall generally not be permitted. However, in exceptional cases where the modification/amendments are considered to be 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 shall observe the highest standard of ethics during the procurement and execution of contracts. In conformity with this, STCBL and the Bidders shall sign **an Integrity Pact Statement**.

SECTION – II**GENERAL CONDITIONS OF THE CONTRACT**

Table of Contents	Pages
1. Definitions.	11
2. Conveyance/Transportation Services.	11
3. Services Included.	11
4. Duration of the Agreement.	11
5. Use of Contract Documents & Information.	12
6. Contract Amendments.	12
7. Goods & Vehicle Safety.	12
8. Certification of Receipts on Delivery.	12
9. Availability.	12
10. Repairs.	13
11. Transport/Conveyance Schedule and Delivery.	13
12. Forbidding Carriage of Passenger or Goods.	13
13. Cost of Conveying/Transportation.	14
14. Bills and Payment.	14
15. Taxes and Duties.	14
16. Prices.	15
17. Penalty.	15
18. Insurance.	15
19. Force Majeure.	15
20. Extensions in the Transport Agent's Performance.	15
21. Detention and Demurrage Charges.	15
22. Transhipment.	16
23. Risk of Losses.	16
24. Sub-Contracts.	16
25. Route Survey & Inspection from Kolkata to Bhutan.	17
26. Liability.	17
27. Performance Security.	17
28. Indemnification of Transport Agent.	17
29. Termination for default.	17
30. Termination for insolvency.	18
31. Termination for Convenience.	18
32. Termination by Transport Agent & Notice.	18
33. Resolution of Disputes.	19
34. Governing and Applicable Law.	19
35. Waiver.	19
36. Language.	19
37. Annexure I	20
38. Annexure II	21
39. Annexure III	22
40. Annexure IV	23
41. Annexure V	24
42. Form 1 Integrity Pact Statement.	25
43. Form 2 Bidding Information Form.	28
44. Form 3 Bid Security Form.	29
45. Form 4 Performance Security Form.	30
46. Form 5 Bid Submission Sheet.	31

SECTION-II

GENERAL CONDITIONS OF THE CONTRACT

1. Definitions

- 1.1 In this Contract, the following terms shall be interpreted as indicated:
- "The Goods" means all kinds of equipment, materials, spare parts and vehicles, which the supplier is required to supply to STCBL under the Contract.
 - "Vehicles" means all of the Vehicles (Annexure-I-V) that the conveyor/transporter is required to convey/transport to STCBL, Bhutan under the Contract.
 - "The Transport Agent" means the organization rendering the Conveyance and transportation services of the goods that are imported/ exported from/to third countries in coordination with STCBL, Kolkata Liaison Office.
 - "Conveyor" means the organization conveying the vehicles in SELF-DRIVEN mode that are imported/ exported from/to third countries in coordination with STCBL, Kolkata Liaison Office.
 - "Transporter" means the organization transporting the vehicles/LCL/FCL/BBL in Car-Carrier/Trailer/Lorries/Truck that are imported/ exported from/to third countries in coordination with STCBL, Kolkata liaison office.
 - "Day" means a working day.

2. Conveyance/Transportation Services:

- 2.1 Transport agent shall provide STCBL with transportation/conveyance services i.e. by self-driven mode under own power, Car Carrier, trailer, truck and lorries from various Sea/Air Ports and suppliers' warehouse in ports and sea ports India to Bhutan as fully specified in Annexure I & V.
- 2.2 The conveyance and transportation services for the goods and commodities are as per Annexure I through V.

3. Services Included

- 3.1 The transportation/conveyance services shall include, inter alia, the following:
- Transportation of LCL/FCL/Vehicle/BBL/ODC from various Sea/Air ports/CFS/Warehouse and nominated premises in India to various recognized Mini Dry Ports inside Bhutan.
 - Conveyance/Transportation of LCL/FCL/Vehicle/BBL/ODC to Bhutan or any other delivery point as instructed by STCBL Liaison office, Kolkata.
 - For transportation of vehicles on trailer/car-carrier, the agent shall destuff the container, remove the vehicle from the container, conduct joint inspection of the vehicle, load through self-driven mode, lashing & belting securely, and unload at Bhutan.

4. Duration of the Agreement

- 4.1 This Agreement shall be valid for a period of three years or 36 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 transport agent 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 conveyor 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 a written amendment signed by the parties.

7. Goods & Vehicles safety

- 7.1 The transport agent at all times maintains the highest degree of safety and security of vehicles/FCL/LCL/BBL/ODC without compromising on the size and value of items.
- 7.2 In the event of any riots or strike, as a disaster management protocol for safety and security of goods & vehicles, the forwarding agent will safely and securely deliver the goods to Bhutan House, Dumdum after consultation with the STCBL Liaison office.
- 7.3 The transport agent shall inform the KLO in the course of any incident or accident, wherein the EXIM-Senior Manager from KLO-STCBL shall investigate and verify the cause of the mishap before rejection or acceptance for onward claim submission to its insurance agency. If the cause of the mishap is due to negligence of the transport agent, STCBL reserves the right to deduct the damages from the existing accounts or forfeit the performance security deposit to compensate the losses.
- 7.4 STCBL shall review any minor damages/accident and report them before its rejection or acceptance for onward submission to its insurance Agency. The uncovered cost of repair from insurance claim shall be recovered from the transport agent.

8. Certification of Receipts on Delivery

- 8.1 The transport agent shall inspect the condition of the vehicles/LCL and their accessories during and after the container de-stuffing and as long as the vehicles/goods are stranded at port/CFS. Additionally:
- Extend support to the Nominated Clearing House Agent during customs clearance at the port and coordinate regarding all requisite documents and dispatch schedule.
 - Obtain all the requisite documents from the KLO before dispatch of vehicles and goods to Bhutan.
 - Complete all the transit formalities before the dispatch schedule.
 - Hand over the vehicles to authorized personnel in Bhutan and collect a receiving copy.

9. Availability

- 9.1 The transport agent shall always make available at all times for conveyance and transportation purposes 'as and when' needed by STCBL.
- 9.2 The transport agent shall be informed at least two days before the dispatch schedule. Any delay by the transport agent in supplying a trailer/car carrier/truck/lorry on the dispatch schedule date or during the process shall be liable for recovery of all or part of the charges during detention/demurrage /watchman/loss/damages to the goods.
- 9.3 The transport agent shall depute at least one staff during inspection and clearance operation at Kolkata Port and CFS to expedite the clearing and forwarding process.

10. Repairs

- 10.1 No repair or repair charges shall be permitted en-route or otherwise during the transport phase. The transport agent must obtain prior approval or ex post facto sanction under unavoidable circumstances, giving proper justifications for any changes from the STCBL, KLO.
- 10.2 Joint PDI shall be conducted at both dispatch and delivery points. If STCBL finds any alterations or changes being made in the documentation, goods, and vehicles, STCBL shall legally dispute the case and challenge the court of jurisdiction.
- 10.3 Any damages or faults that may occur due to changes in the stock status of goods and vehicles shall be recovered from the transport agent.

11. Transport/Conveyance Schedule and Delivery

- 11.1 The transport agent shall try to deliver the vehicles at the destination during office working days and on non-working days on the instructions of KLO, STCBL. The vehicles at the time of delivery to the destination should have at least a minimum fuel balance of five (5) liters.
- 11.2 PDI shall be conducted by KLO before the vehicles are dispatched from Kolkata to Bhutan.
- 11.3 The transport agent shall arrange to dispatch vehicles within one day from the entry date in the CFS, designated parking premises, or Kolkata/Haldia Dock. The additional expenses incurred beyond the grace period shall be borne by the transport agent.
- 11.4 In case of Car Carrier/ Trailer transportation, KLO shall inform and instruct the transport agent to avail trailer/Car Carrier at least 3-4 days ahead of the actual date of dispatch over email, WhatsApp and telephone.
- 11.5 In the event the transport agent is unable to supply or avail trailer/Car Carrier/ Drivers on the actual date of dispatch, the Conveyor/transporter shall not only be liable for any demurrage & detention charges incurred at Air/Sea Port, CFS or any other nominated premises for the no. of delayed days but also **late penalty charges of INR. 200.00 per unit per day until the date of dispatch.**
- 11.6 The following are the transit periods allotted for transportation and delivery from Kolkata to Phuentsholing, Bhutan:
 - a. **Vehicles-Self-Driven Mode:** 2 Days. (Kol to P/Ling)
 - b. **Car Carrier/Trailer for Vehicles:** 2-3 Days. (Kol to P/Ling)
 - c. **1x20' Container:** 2-3 Days. (Kol to P/Ling)
 - d. **1x20' Container:** 2-3 Days. (P/Ling to Kol)
 - e. **1x40' Container:** 3-4 Days. (Kol to P/Ling)
 - f. **1x40' Container:** 2-3 Days. (P/Ling to Kol)
- 11.7 In the event the transport agent is unable to complete the transportation/conveyance within the allotted transit period, the transport agent is to update and seek an extension period referring to clause 20.
- 11.8 In the event the extension is not legitimate and unapproved by KLO, penalty charges shall be applicable as per clause 17.

12. Forbidding Carriage of passengers or goods

- 12.1 The transport agent shall not allow entry or carry any passengers or items inside vehicles in transit to Bhutan unless authorized in writing by KLO.

13. Cost of Conveying/Transportation

13.1 Any price changes due to changes in cost of fuel shall be determined by following calculations:

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

Where;

R1= Adjustment rates applied for the period in operation

R_o=Quoted rates in the tender or negotiated thereafter

F_o= Fuel Price at the time of signing the Agreement

F_n= Fuel prices for at the date of adjustment

[Diesel/liter (INR/Nu)

[Petrol/liter (INR/Nu)

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

14. Bills and Payment

14.1 On behalf of STCBL, the transport agent shall pay any unforeseen charges apart from price schedules during the forwarding process to ensure hassle-free transit. STCBL reserves the right to reject or approve such unforeseen charges apart from contract charges mentioned in annexure I-V. All such charges are to be submitted along with authenticated supporting bills.

14.2 The STCBL will pay the transport agent as follows:

a. On Acceptance: Full invoice amount of Goods/Services received shall be paid within sixty (60) days upon receipt of the Goods/services and final transportation/conveyance bills after tax deducted at source (TDS: Current @ 5%) and Bank charges or taxes as regulated by the RGOB.

14.3 The transport agent request(s) for payment shall be made to the STCBL in writing, accompanied by all the attested authentic and genuine invoices describing, as appropriate, the Goods transported/conveyed and the Services rendered.

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 transport agent.

14.5 The transport agent shall make immediate arrangements to submit their conveyance bills along with necessary supporting bills against every completed shipment within three working days post-delivery at Bhutan or any other designated site. For container shipments, the bills are to be submitted within three working days post return of container to steamer agent in Kolkata.

15. Taxes and Duties

15.1 The transport agent shall be entirely responsible for all taxes, stamp duties, and other such levies and taxes imposed outside Bhutan.

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

16. Prices

- 16.1 Prices charged by the transport agent for Vehicles and Goods transportation services rendered under the contract shall not vary from the prices quoted by the transport Agent in its bid.
- 16.2 Upon any changes in charges by the transport agent during the contract session, the same has to be submitted to STCBL, Kolkata in writing supported by valid and genuine reasons. **STCBL reserves the right to reject or accept the proposal to come into effect.**

17. Penalty

- 17.1 With regard to Vehicle/FCL/LCL Shipment, any delay as stated in clause 9.2, other than force majeure, a **late dispatch penalty of Nu. /INR. 200.00/vehicle/day** along with ground/storage rent will be imposed and adjusted towards their final transportation bill. [Unless extension clause 20 has been fulfilled].
- 17.2 With regard to Vehicle/FCL/LCL Shipment, any delay more than the allowed transit period [as per clause 11], other than force majeure, a **late penalty of Nu. INR. 1500.00/FCL/LCL/day** and container detention charges as per the shipping line will be imposed and adjusted towards their final transportation bill. [Unless extension clause 20 has been fulfilled].

18. Insurance

- 18.1 The procuring agency (STCBL or importer) shall be responsible for procuring the marine/transit insurance against each shipment.
- 18.2 All Goods cleared and forwarded under the contract shall be fully insured against loss or damage incidental to loading, storage, and delivery by STCBL or the importer.

19. Force Majeure

- 19.1 Neither STCBL nor the transport agent 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.

The party affected by such Force Majeure event shall notify the other party in writing within 12 hours from the occurrence of the event, stating the nature of the event, its expected impact on the delivery and, where reasonably available, the anticipated duration.

20. Extensions in the Transport Agent's Performance

- 20.1 The Transport Agent may claim an extension of the time limits as outlined in the service period in case of:
- a) Delay in performance of work caused by STCBL.
- 20.2 The Transport Agent 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 of delay.

21. Detention and Demurrage Charges

- 21.1 No detention/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 transport agent except the time extension granted pursuant to Clause 20.
- 21.3 STCBL has the right to make adjustments against the parking/demurrage or any other charges from the transport agent's final bill if they fail to fulfill any of the points pursuant to clauses 9, 11 & 17.
- 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 Any Demurrage or Detention charges incurred during the clearing process due to the transport agent's deferment shall result in an adjustment of such charges against their final transportation bills on a pro-rata basis.

22. Transshipment

- 22.1 Transshipment shall not be permitted; however, should a genuine need arise, the transport agent shall obtain the concurrence of STCBL before doing so.

23. Risk of Losses

- 23.1 The risk of loss to Goods and vehicles during the transit period shall be borne and transferred to the transport agent once the vehicle/Trailer/Car Carrier leaves the origin point at Sea/Air Port or nominated loading point in Kolkata. The conveyor/transporter reserves the right to inspect shipment/s for damage before leaving the loading dock and shall have the right to refuse damaged Goods/vehicles tendered for transport/conveyance.
- 23.2 Upon refusal by the transport agent to dispatch from the origin point due to any damage, STCBL shall conduct a final inspection and shall instruct the transport agent on the final course of action, such as repairs, and continue with transportation.
- 23.3 The transport agent shall be liable for any loss or injury to Goods & vehicles caused by the negligence or omissions or failure of the transport agent. STCBL reserves the right to inspect each shipment for damages before taking delivery or leaving that port/CFS.
- 23.4 With respect to returnable goods, Conveyor/transporter 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 the goods reach the ultimate destination as designated on the bill of lading.

24. Sub-Contracts

- 24.1 The transport agent shall not subcontract all or any part of the contract without first obtaining the STCBL's approval in writing of the subcontracting and the port.
- 24.2 The transport agent 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 contract applicable to such part of the work under the contract
- 24.3 The transport agent, upon authorization to subcontract some of the transportation/conveyance services, shall remain fully responsible and accountable for the safety & security and delivery of the goods and commodities to the designated contract.

25. Route Survey & Inspection from Kolkata Port to Bhutan

- 25.1 The KLO shall occasionally depute its staff(s) to survey and inspect the condition en route to Phuentsholing, Bhutan. During such survey and inspection, the conveyor shall make appropriate arrangements, along with deputation of a skilled and sound driver fluent in Hindi or English during transit to the designated destination.

26. Liability

- 26.1 The transport agent's liability under this agreement shall be limited to the invoices based on the current CIF port.
- 26.2 In the event of any scale of damages due to the transport agent's fault to vehicles/container/LCL shipment, the conveyor/transporter shall be liable for an amount equal to the charges for replacement/repairs. STCBL reserves the right to investigate the case and rule out the outcome in such cases.

27. Performance Security

- 27.1 Successful bidder shall deposit a security deposit of Ngultrum/Indian Rupees Nu. /INR. 530,000.00 only.
- 27.2 The proceeds of the performance security shall be payable to the STCBL as compensation for any loss resulting from the transport agent's failure to complete its work under the Contract.
- 27.3 The performance security shall be denominated in a currency of the contract, and shall be in one of the following forms:
- a. Unconditional bank guarantee, issued by a bank acceptable to the STCBL, in the Performance Security Form provided in the Bidding Documents or in such other form as is acceptable to the STCBL; or
 - b. Cash Warrant; or
 - c. A demand draft.
- 27.4 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 Transport Agent

- 28.1 The Transport Agent 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 transport agent 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 the transport agent or by any operations of the transport agent related to the transport agent's provision of Logistics Services to STCBL under the terms of this Agreement, including any claim by transport agent personnel that they are STCBL employees for any purpose.
 - (c) Claims arising from the negligence of the transport agent in performing Logistics Services; or
 - (d) Other claims arising directly or indirectly out of the transportation/conveyance of the Goods on behalf of STCBL, including but not limited to claims arising from accidents involving equipment used to clear the vehicles.
- 28.2 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 for default

- 29.1 The STCBL may, without prejudice to any other remedy for breach of Contract, by written notice of default sent to the Transport Agent, terminate the Contract in whole or in part within thirty (30) days:
- (a) If the transport agent fails to transport and deliver any or all of the goods and vehicles within the time period(s) specified in the Contract, or any extension thereof granted by
 - (b) If the transport agent 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 22.1, STCBL may procure, upon such terms and in such manner as it deems appropriate, services similar to those undelivered, and the Transport Agent shall be liable to the STCBL for any excess costs for such similar services. Notwithstanding the above, the Transport Agent shall continue the 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 Transport Agent within 30 days, without compensation to the Transport Agent, if the Transport Agent 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 Transport Agent, 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 the performance of work under the Contract is terminated, and the date upon which such termination becomes effective.
- 31.2 For the Goods and vehicles that are transported/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 Goods, 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
 - (b) To cancel the remainder and pay to the Transport Agent an agreed amount for partially completed services.

32. Termination by Transport Agent & Notice

- 32.1 In case the Transport Agent wishes to forfeit the contract due to inconvenience that couldn't be settled in their favor, the Transport Agent shall arrange to notify STCBL in writing of their unwillingness to continue and intention to end the contract agreement by giving STCBL at least a two-month notice period.
- 32.2 The Transport Agent shall be liable for the amount against the repair and damages, demurrage/container detention/parking charges, inconvenience charges, and any other charges that may be incurred if they decide NOT to fulfill the two-month notice period. Such amount shall be adjusted during their final bill or from their deposits made, whichever is necessary.

33. Resolution of Disputes

- 33.1 The STCBL and the Transport Agent 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. If such a dispute cannot be resolved amicably, it shall be referred to the competent courts of Bhutan.

34. Governing and Applicable Law

- 34.1 The Contract shall be governed by and interpreted in accordance with the laws of the Kingdom of Bhutan.

35. Waiver

- 35.1 Failure of either party to insist upon strict performance by the other party 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.

36. Language

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

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.** _____ . **DATE:** _____
- **Petrol/liter: INR.** _____ . **DATE:** _____

Sl. No.	Vehicle Model	Transmission	NEGOTIATE RATES		
			Kolkata Dock/Bhutan House, Dumdum to Phuentsholing, Bhutan	Haldia Dock to Phuentsholing, Bhutan	Haldai Dock to Bhutan House, Dumdum
1	Toyota Land Cruiser 300	Auto/Manual			
2	Toyota Land Cruiser Prado	Auto/Manual			
3	Toyota Coaster	Auto/Manual			
4	Toyota Hiace	Auto/Manual			
5	Toyota Hiace (Ace)	Auto/Manual			
6	Toyota Hilux	Auto/Manual			
7	Toyota Rav 4	Auto/Manual			
8	Toyota Yaris Cross	Auto/Manual			
9	Toyota Corolla Cross	Auto/Manual			
10	Toyota Camry	Auto/Manual			
11	Toyota Rush	Auto/Manual			
12	Toyota Alphard	Auto/Manual			
13	Refuse/Garbage Truck	Auto/Manual			
14	Toyota Avanza	Auto/Manual			
15	Toyota Land Cruiser 70	Auto/Manual			

NOTE:

Quotation rates as per unit basis.

ANNEXURE II

Bidding Rates as per Trailer for transportation of vehicles through Car Carrier (1x50' 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.** _____ **. DATE:** _____
- **Petrol/liter: INR.** _____ **. DATE:** _____

Particulars			Negotiated Rates for CAR CARRIER (1x50'-55' Trailer)				
Sl. No	From	To	Rate/Unit MICRO BUS (Hiace, Ace, Alphard, Etc.)	Rate/Unit/ PICKUP - SUV (Hilux, L/C Prado, LC70, Avanza, Fortuner, Cross, Rav4 etc.)	Rate/Unit /SEDAN (Camry, Yaris, Prius etc.)	Rate/Unit /HATCHB ACK (Prius C etc.)	Rate/Unit/ BUS (Coaster Bus, Garbage Refuse Truck etc.)
1	Kolkata Dock/CFS	Phuentsholing, Bhutan					
2	Kolkata Airport						
3	Bhutan House, Dumdum						
4	Haldia Dock						

Particulars	Coaster Bus or BUS	Hiace Bus or Micro Bus	SUV/PICKUP/HATCHBACK/SEDAN
Container Destuffing Charges	_____/Unit	_____/Unit	_____/Unit
Lashing, Packing, Belt & Machine	_____/Unit	_____/Unit	_____/Unit

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

ANNEXURE III

Bidding Rates as per Trailer for transportation of vehicles in case of odd vehicle nos. or less than 2 units.

Loading: Self-Driven under 'own power'.

MOT: Over trailer

Please mention the fuel rates per liter and the 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 of Toyota vehicle, and 1x 40' should hold 2 units of Toyota vehicles.

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: _____

NOTE:

- Quotation rates as per trailer basis for 1x20' & 1x40' container.

SL. No.	Gross Weight	TOTAL Transit Period	CHARGES		REMARKS
1x20' Trailer			KOLKATA DOCK TO PHUENTSHOLING, BHUTAN	HALDIA DOCK TO PHUENTSHOLING, BHUTAN	
1	LOLO Charges (Container Lift on/ Lift off)				Original Copy.
2	Upto 7 MT	2-3 Days			
3	7 - 11 MT	2-3 Days			
4	11 - 15 MT	2-3 Days			
5	15 - 20 MT	2-3 Days			
6	20 - 22 MT	2-3 Days			
7	Above 22 MT	2-4 Days			
1x40' Trailer			KOLKATA DOCK TO PHUENTSHOLING BHUTAN	HALDIA DOCK TO PHUENTSHOLING BHUTAN	
1	LOLO Charges (Container Lift on/ Lift off)				Original Copy.
2	Upto 7 MT	2-3 Days			
3	7 - 11 MT	2-3 Days			
4	11- 15 MT	2-3 Days			
5	15 - 20 MT	2-3 Days			
6	20 - 22 MT	2-3 Days			
7	Above 22 MT	2-4 Days			

ANNEXURE V

Bidding Rates as per lorry/truck for transportation of LCL Shipments.

MOT: LCL Transportation

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

- **Diesel/liter:** INR./Nu _____. **DATE:**_____
- **Petrol/liter:** INR/Nu _____. **DATE:**_____

Sl no.	From	To	Cargo UPTO 100-150 Kgs & 2-3 CBM-CONSOLIDATION	SINGLE CABIN BOLERO PICK UP	TATA 407	TATA 709
1	Kolkata Dock/CFS	Pheuntsholing Bhutan				
2	Kolkata Airport/Bhutan House-Dumdum					
3	Haldia Dock/CFS					

Sl no.	From	To	Cargo UPTO 20-100 Kgs & 1-2 CBM.	TATA 712	TATA 1109	TATA 2518
4	Kolkata Dock/CFS	Pheuntsholing Bhutan				
5	Kolkata Airport/Bhutan House-Dumdum					
6	Haldia Dock/CFS					

***Lashing & repacking charges (if required) per box:**_____

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 process¹ and contract administration², 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,

¹ 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. ² 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 another 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:

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 debarment 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 the administration and monitoring of the IP as per the relevant laws.

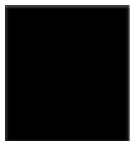
7.2 The bidder shall have the right to appeal as per the arbitration mechanism contained in the relevant rules.

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) _____

No. STCB/KLO/TENDER/2026-2029/248

DATE: 09/10/2026



Affix Legal Stamp



Affix Legal Stamp

EMPLOYER:

BIDDER/REPRESENTATIVE

Name:

Name:

CID :

CID :

Witness:

Witness

Name:

Name:

CID :

CID :

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>
7. Attached are copies of the following original documents: <i>[check the box(es) of the attached original documents]</i> ☐ 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.

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)]

[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]

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;
- (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]*