

Bidding Document for “TRANSPORTER”

(TRANSPORTATION OF IMPORT LCL/FCL SHIPMENTS FROM KOLKATA
SEA/AIR DOCK TO STCBL HQ, PHUENTSHOLING-BHUTAN)



State Trading Corporation of Bhutan Ltd.

Requested by:

State Trading Corporation of Bhutan Limited.
STCB Ltd.TM | Head Office, Phuentsholing, Bhutan
Liaison Office, Kolkata, India
Phone. 033 2290 8959/1301, Fax: 033 2290 4903
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TENDER BID No. STCB/KLO/TENDER TRANSPORTER/2019-

DATE: 07/09/19

Part 1- Notice Inviting Tender

Notice Inviting Tender (Transporter Tender Bid)

STCBL invites sealed bids from eligible and registered **Transporters** (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 TRANSPORTER against transportation of 1. bitumen and lubricant from Kolkata/ Haldia to Phuntsholing. 2. Transportation of boulders and stone chips from Phuntsholing/ Samtse to Banglabandha and Burimari in Bangladesh	Nu. 34,000.00 (1% of Bid Money) Nu. 345,258.00 (1% of Bid Money)	15/01/2020- 29/01/2020	30/01/2020 on or before 1:00 PM (Regional Office Phuntsholin)	30/01/2019, at 2:30 PM in Conference hall, Regional Office Phuntsholing

345258

A complete set of bidding documents will be made available from 15th January 2020 on STCBL website www.stcb.bt (free) or can be purchased from Export Unit, Regional Office Phuntsholing during office hours. For further information, kindly contact Dy. Manager at 17338768/ 17451016

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/agency hereinafter referred to as “**Transporter**” for:
- Bitumen and lubricant from Kolkata/ Haldia to Phuntsholing.
 - Transportation of boulders and stone chips from Phuntsholing/ Samtse to Banglabandha and Burimari in Bangladesh

2. Eligible Bidders:

- 2.1 The invitation for Bid is open to all registered eligible Bhutanese and Indian transporters. The License shall be valid and permit to convey the LCL and FCL consignments till Phuentsholing, Bhutan.
- 2.2 The bidder shall have good experience with transportation method and maintain consignments fragility during transit to delivery at destination.
- 2.3 The bidder shall be well familiar with the documentation and forwarding procedures.

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

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4. Bidding Documents:

4.1 The Transportation 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 Transporter License issued by licensing authority.
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 or by fax (hereinafter, the term “fax” is deemed to include electronic mail such as facsimile, cable and telex) 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.

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.

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.

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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 as mention above.** 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 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.

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- (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;
 - 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.

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

- (a) **To,**
Dy. Manager- Export.
State Trading Corporation of Bhutan Ltd.
Phuntsholing Bhutan

And

- (b) Bear the words “**STCB/RO/TENDER TRANSPORTER/2020**”, and the words “**DO NOT OPEN BEFORE 30/01/2019, at 2:30 PM**”. Refer 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 11.4 no later than **30/01/2019, at 1:00 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:

- 14.1 The STCBL will open Bids, in presence of bidder’s or it’s representatives who choose to attend **30/01/2019, at 2:30 PM**. In:

Conference Hall
Regional Office Phuntsholing
State Trading Corporation of Bhutan Ltd.,

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

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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:

- 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.

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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 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:

20.1 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.

20.2 Successful bidder shall deposit within Fifteen (15) days a performance security deposit of Ngultrum/Indian Rupees One Hundred Twenty Thousand) 120,000.00 only.

22. Contract amendment

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- 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 Goods”** means bitumen, lubricant and stone products that the transporter is required to transport under the Contract.
- b. **“The Transporter”** means the organization transporting the Goods that are imported/ exported from/to third countries in coordination with STCBL, Regional office (RO) or Kolkata office.
- c. **“Day”** means calendar day.

2. Transportation Services:

- 2.1 The Transporter shall provide STCBL with transportation road services i.e. by trucks/trailers/lorries/ from various location and suppliers’ warehouse in Kolkata, India to Phuentsholing, Bhutan as fully specified in Annexure I, II & III.
- 2.2 The Transportation service for the goods and commodities are as per Annexure I.

3. Service Included:

- 3.1 The Transportation Services shall include, inter alias, the following:
 - a) Loading from specific location, warehouse or any authorized premises.
 - b) Transportation till delivery point as advised by Export unit, RO or Liaison Office, STCBL.

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c) Unloading at the delivery point as advised by Export unit, RO or Liaison Office, STCBL.

4. Duration of the Agreement:

- 4.1 This agreement shall be valid for the period of 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 Transporter 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 Transporter 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. Cost of Transportation Service:

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

$$R1 = R0 \left[\frac{0.15 + 0.85 F_n}{F_o} \right] - R0$$

Where,

R1= Adjustment rates applied for the period in operation

R0=Quoted rates in the tender or negotiated thereafter

Fo= Fuel Price at the time of signing the Agreement [Diesel/liter (INR/Nu)
[Petrol/liter (INR/Nu]

Fn= Fuel prices for at the date of adjustment

- 7.2 **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.**

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8. Minimum distance and Loads:

- 8.1 For distances between the loading point and delivery point of less than 25 kilometers, a distance of 25 km shall be used when calculating the costs of the transportation.
- 8.2 When loads of less than 2 Metric Tons (gross) are transported over distance between the loading point and delivery of 50 kilometers or less, a load of 2 Metric Tons (gross) shall be used when calculating the cost of the transportation

9. Trucks/ Trailer requirement and cargo restrictions:

- 9.1 The transporter shall undertake to ensure that all trucks/trailers (including tarpaulins) transporting STCBL's Goods are maintained in sound and good working condition. STCBL and its nominated Clearing agent or suppliers reserves the right to refuse loading on trucks/trailers/lorries that are not road worthy, that doesn't have perforated tarpaulins or that are soiled with dirt or other debris.
- 9.2 The transporter shall undertake to ensure that trucks used for STCBL full cargo load do not transport other third parties shipments along.
- 9.3 The transporter shall undertake to ensure that STCBL LCL commodities are well protected from damage/scratches, fuel and/or oil against spoilage while clubbed with other third parties LCL shipments.

10. Request for Transport Service:

- 10.1 During this period of agreement, STCBL may request transportation services from Transporter by issuing a "Transportation Instruction" by written notice or otherwise that may include the following information:
 - a. Requested delivery date;
 - b. Dispatching warehouse;
 - c. Delivery point.
 - d. Name of consignee (Organization);
 - e. The names of the persons authorized to acknowledge receipt;
 - f. The description of the commodities; and
 - g. The numbers of the units and weights.

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11. Weighing Slip/Card:

- 11.1 The weighbridge slip at the loading point should be submitted with the delivery challan/invoice at the time of delivering the goods.

12. Transportation Schedule and ETA of Deliveries:

- 12.1 STCBL shall ensure to inform and instruct Transporter to avail trailer/truck/lorry at least 1-2 days ahead of actual date of dispatch over email and telephone.
- 12.2 Upon receipt of the Transportation Instruction, the Transporter shall undertake to submit a transportation schedule to the issuing office for approval within a minimum of one (1) working day before the schedule deliveries.
- 12.3 The Transporter shall ensure at all times to avail trailer/lorry/truck at least one day ahead of actual date of dispatch.
- 12.4 In the event the transporter is unable to supply or avail trailer/lorry/truck on the actual date of dispatch the Transporter 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.
- 12.5 Upon approval of the transportation schedule STCB undertakes to inform the consignee of the estimated time of arrival (ETA).
- 12.6 5-7 Working Days (the transit Period days allotted for delivery from Kolkata to Phuentsholing Bhutan)
- 12.7 In the event the Transporter is unable to complete the transportation within allotted period, the Transporter to seek extension period referring to clause 21.
- 12.8 In the event the extension is not legitimate and unapproved by STCBL a penalty charges shall be applicable as per clause 25.

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13. Coordination and Liaison Offices:

- 13.1 The transporter shall set up coordination and liaison offices in the following places:
- a. Siliguri/Kolkata;
 - b. Phuentsholing/Jaigoan.
- 13.2 The office must be staffed and equipped with a telephone/fax/e-mail to ensure efficient coordination and liaison with the STCBL provincial office/warehouse.

14 Transshipment:

- 14.1 Transshipment shall not be permitted. However, should genuine need arise the Transporter shall obtain the concurrence of Liaison Office, STCB prior to doing so.

15. Risk of Loss:

- 15.1 The risk of loss of Goods/commodities during transit shall be transferred to or borne by Transporter once the truck leaves the origin point at Sea/Air Port or nominated loading point in Kolkata. The transporter 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.
- 15.2 Upon refusal by Transporter to lift the cargo from origin point due to any damages, STCBL shall conduct final inspection and shall instruct Transporter the final course of action, such as repairs and continue-with-transportation.
- 15.3 Transporter shall be liable to STCBL for any loss or injury to Goods caused by the negligence or omissions or failure to act of Transporter. STCBL reserves right to inspect each shipment for damage prior to taking the deliver or leaving the dock premises.
- 15.4 With respect to returnable goods, 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 such time as the goods reach the ultimate destination as designated on the bill of loading.

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16. Subcontracts

- 16.1 The Transporter 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.
- 16.2 The Transporter guarantees that any and all subcontractors of the Transporter 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.
- 16.3 The transporter upon authorization to sub-contract some of the transportation services shall remain fully responsible and accountable for the safety & security and delivery of the goods and commodities to designated point.

17. Bills and Invoices:

- 17.1 The Transporter shall make immediate arrangements to submit their Transportation bills along with necessary supporting bills within Seven (7) working days post-delivery at STCBL, RO, Phuentsholing or any other designated site.

18. Detention & Demurrage Charges:

- 18.1 No detention charges for the first 24 hours from the time of reporting at 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.
- 18.2 No detention charges for the first 24 hours from the time of reporting at 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.

19. Liability:

- 19.1 Transporter's liability under this agreement shall be limited to the invoices based on the current CIF value.

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19.2 In no event will Transporter be liable for special, incidental or consequential damages regardless of its knowledge of the potential of such.

20. Availability

20.1 The Transporter shall always make available at all times for forwarding purposes '*as and when*' needed by STCBL, Kolkata.

21.2 The Transporter 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.

21. Extensions in the Transporter's Performance

21.1 The Transporter may claim extension of the time limits as set forth in the service period in case of:

a. Delay in performance of work caused by STCBL.

21.2 The Transporter 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.

22. Insurance

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

23. Payments:

23.2 The STCBL will pay to the Transporter 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.

23.3 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.

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23.4 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.

23.5 An appropriate percentile (current TDS 2% or 3% whichever is applicable) of Tax Deduction at Source shall be deducted during remittance as prescribed and laid by Department of Revenue and Customs, Bhutan.

24. Prices

24.1 Prices charged by the Transporter for Goods transported and Services performed under the Contract shall not vary from the prices quoted by the Transporter in its bid.

24.2 Upon any changes in charges by the Transporter during the contract session, the same has to be submitted to STCBL, RO or Kolkata in writing supported by valid and genuine reasons. STCBL reserves the right to reject or accept the proposal to come into effect.

25. Penalty:

25.2 Any delay more than the allowed transit period (as per clause 12) other than force majeure, a penalty equivalent to detention charges per truck will be imposed and recovered from the Transporter unless extension clause per 21 has been adhered.

26. Performance Security

26.1 The proceeds of the performance security shall be payable to the STCBL as compensation for any loss resulting in failure to complete its work under the Contract.

26.2 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.

27. Indemnification by Transporter:

27.1 Transporter shall protect, defend, indemnify and hold harmless STCBL, from and against all liabilities, losses, costs, damages, expenses, claims, attorney's fees and disbursement of any kind or of any nature whatsoever imposed upon

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STCBL, whether incurred directly or indirectly by STCBL, by virtue of, or in connection with, or arising out of any:

- a. Failure of Transporter to maintain inappropriate licenses to carry out the purpose of this Agreement, resulting in the inability to, among other things, ship products for STCBL;
 - b. Claims made by any employees or agents of Transporter by any operations of Transporter's provisions of Transportation Logistics Services to STCB under the terms of this Agreement, including any claims by Transporter personnel that they are STCBL employees for any purpose
 - c. Claims arising from the negligence of Transporter in performing Transportation Logistics Services; or
 - d. Other claims arising directly or indirectly out of transportation of Goods on behalf of STCBL, including but not limited to claims arising from accidents involving equipment used to transport Goods.
- 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.

28. Termination for default:

- 28.1 The STCBL may, without prejudice to any other remedy for breach of Contract, by written notice of default sent to the Transporter, terminate the Contract in whole or in part within thirty (30) days:
- (a) If the Transporter 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 Transporter, 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).
 - (c) Notwithstanding the aforesaid, a breach of clause 14, 15 & 16 is sufficient for STCBL to terminate the contract.

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28.2 In the event the STCBL terminates the Contract in whole or in part, pursuant to Clause 28.1 above, STCBL may procure, upon such terms and in such manner as it deems appropriate, services similar to those undelivered, and the Transporter shall be liable to the STCBL for any excess costs for such similar services. Notwithstanding the above, the Transporter shall continue performance of the Contract to the extent not terminated.

29. Termination for insolvency:

29.1 The STCBL may at any time terminate the Contract by giving written notice to the Conveyor within 30 days, without compensation to the Transporter if the Transporter 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.

30. Termination for convenience:

30.1 The STCBL may, by written notice sent to the Transporter, 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.

30.2 For the Goods that are transported 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
- (b) To cancel the remainder and pay to the Transporter an agreed amount for partially completed services.

31. Resolution of Disputes

22.1 The STCBL and the Transporter 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.

32. Force majeure:

32.1 Neither STCBL nor Transporter shall be liable for damages and delay of failure of delivery arising out of causes beyond their reasonable control and

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without their fault or negligence, including, but not limited to, acts of civil or military authority, fires, riots, wars or embargoes.

33. Arbitration:

- 33.1 Any dispute arising out of between the parties will be settled by amicable discussion between the parties.
- 33.2 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.

34. Governing Law:

- 34.1 The Contract when awarded shall in all respects be deemed to be and shall be construed and operate as a contract in conformity with the Laws in the Kingdom of Bhutan and shall file in the legal jurisdiction in Phuentsholing Court.

35. Taxes and Duties

- 35.1 The Transporter shall be entirely responsible for all taxes, stamp duties and other such levies imposed outside Bhutan.

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.

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.

ANNEXURE-I

**STATE TRADING CORPORATION OF BHUTAN LIMITED,
PHUENTSHOLING: BHUTAN**

SL • No •	WEIGHT	TOTAL Transit Period (In Days)	CHARGES		REMARKS
			BITUMEN FROM HALDIA TO PHUENTSHOLING, BHUTAN (PER MT)	LUBRICANT FROM HALDIA TO PHUENTSHOLING, BHUTAN (PER KL)	
1	MT/ KL				

Materials: As per contract agreement.

ANNEXURE-II

SL • No •	WEIGHT	TOTAL Transit Period (In Days)	CHARGES		REMARKS
			PHUNTSHOLING/ SAMTSE TO BANGLABANDHA	PHUNTSHOLING/ SAMTSE TO BURIMARI IN BANGLADESH	
1	MT				

Materials: As per contract agreement.

SEAL & SIGNATURE OF TRANSPORTER

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

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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 other advantage, commission, fees, brokerage or inducement to any officials of the Employer, connected

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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 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.

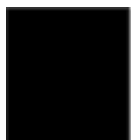
7. Monitoring and Administration:

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:

State Trading Corporation of Bhutan Ltd.

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>

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6. Bidder's Authorized Representative Information

Name: *[insert Authorized Representative's name]*

Address: *[insert Authorized Representative's Address]*

Telephone/Fax numbers: *[insert Authorized Representative's telephone/fax numbers]*

E-mail Address: *[insert Authorized Representative's e-mail address]*

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.

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

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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)]

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.



འབྲུག་རྒྱུ་རྒྱུ་ལས་འཛིན།

State Trading Corporation of Bhutan Ltd.

[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;

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- (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
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(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]*