Kumudini Welfare Trust of Bengal (BD) Ltd.- SEIP Project 86, Sirajuddowla Road Narayanganj-1400, Bangladesh

Shopping for Physical Services

Package No. KWT-SEIP- 11

Package Name: Hiring of Vehicle Service for KWT-SEIP

SHOPPING FOR PHYSICAL SERVICES REQUEST FOR QUOTATION (RFQ)

Project Title: Kumudini Welfare Trust of Bengal (BD) Ltd.- SEIP Source of Funding: ADB Contract Ref: Contract on Grants for Training (Tranche-2) Date of Issue Request: 13 December 2021 Package No.: KWT-SEIP- 11 Package Name: Hiring of Vehicle Service for KWT-SEIP

To: Prospective Service Provider

Sir/Madam:

1. Kumudini Welfare Trust of Bengal (BD) Ltd. - SEIP Project (Purchaser) hereby requests you to submit price quotation(s) for the physical services of the following items:

ltem No.	Description of Item	Unit	Quantity	Station at Mirzapur	Station at Dhaka
1	Microbus- A	PCS	2	2	-
2	Microbus- B	PCS	1	-	1
3	Minibus	PCS	1	1	-

If you, however, have been associated with the firm that prepared the design, and specifications of the contract that is subject of this procurement, you shall be disqualified.

To assist you in the preparation of your price quotation we enclose the necessary technical specifications and required quantities in **Annexure**.

2. You must quote for all the items under this request. Price quotations will be evaluated for all the items together and contract awarded to the firm offering the lowest evaluated total cost of all the items.

3. You shall submit one original of the Price Quotation with the Form of Quotation, and clearly marked "Original". In addition, you shall also submit one copy marked as "COPY". In case of any discrepancy between the Original and Copy, the original shall prevail. Your quotation in the attached format should be signed, sealed in an envelope and addressed to and delivered to the following address

Purchaser's Address:

Dr. ABM Ali Hassan Main Focal Point Kumudini Welfare Trust of Bengal (BD) Ltd-SEIP Project 74 Gulshan Avenue, Dhaka, Bangladesh. Telephone: (+88-02)58817100 Mobile: (+880) 1707008181 Fax: (+88-02) 7635024 Email: kwt-seip@kumudini.org.bd 4. Your quotation in duplicate and written in English language, should be accompanied by adequate technical documentation and catalogue(s) and other printed material or pertinent information (in English language) for each item quoted, including names and addresses of firms providing after- sales service facilities in Bangladesh.

5. The deadline for receipt of your quotation(s) by the service receiver at the address indicated in Paragraph 3 is: 19.12.2021 at 3.00 PM.

6. You shall submit only one set of quotations for the above items. Your quotation must be typed of written in indelible ink and shall be signed by you or your authorized representative. Without a signature in your Form of Quotation, your quotation will not be considered further.

7. Your quotation(s) should be submitted as per the following instructions and in accordance with the attached form of Contract. The attached Terms and Conditions of Supply is an integral part of the Contract.

[

- (i) <u>PRICES</u>: The prices should be quoted separately for service delivery and fuel consumption to KWT-SEIP Project Office as mentioned in service schedule (place of destination). Prices shall be quoted in Bangladeshi Taka (BDT) inclusive of all local taxes and vat, as applicable.
- (ii) <u>EVALUATION OF QUOTATIONS</u>: Offers determined to be substantially responsive to the technical specifications will be evaluated by comparison of their prices. An offer is not substantially responsive if it contains material deviations or reservations to the terms, conditions, and specifications in this Request for Quotation, and it will not be considered further. The service receiver will evaluate and compare only the quotations determined to be substantially responsive*. In evaluation the quotations, the service receiver will adjust for any arithmetical errors as follows:
 - (a) Where there is a discrepancy between amounts in figures and in words, the amount in words will govern;
 - (b) Where is a discrepancy between the unit rate and the line-item total resulting from multiplying the unit rate by the quantity, the unit rate as quoted will govern; and
 - (c) If a service provider refuses to accept the correction, his quotation will be rejected. The evaluated price shall include local taxes i.e Value Added Tax (VAT) and Advance Income Tax (AIT) in Bangladesh.
- (iii) <u>AWARD OF PURCHASE ORDER</u>: The award will be made to the bidder offering the lowest evaluated price and that meets the required standards of technical and financial capabilities**. The successful bidder will sign a contract as per attached form of contract and terms and conditions of service.
- (iv) <u>VALIDITY OF THE OFFER</u>: Your quotation(s) should be valid for a period of sixty (60) days from the deadline for receipt of quotation(s) indicated in Paragraph 5 of this Request for Quotation.
- (v) If you withdraw your quotation during the validity period and/or refuse to accept the award of a contract when and if awarded, then will be excluded from the list of service provider for the project for two years.

8. Further information can be obtained from:

Emon Barua Deputy Focal Point Kumudini Welfare Trust of Bengal (BD) Ltd-SEIP Project 74 Gulshan Avenue, Dhaka, Bangladesh. Telephone: (+88-02)58817100 Mobile: (+880) 1707008181 Fax: (88-02) 7635024 E-mail: <u>ebarua@kumudini.org.bd</u>

9. The bidder whose quotation had been accepted will be notified of the award of contract through the Letter of Acceptance issued by the service receiver within 15 days from the date of submission of quotation.

10. The service receiver intends to apply funds from the KWT-SEIP Project, Kumudini Welfare Trust of Bengal (BD) Ltd eligible payments under the Service Order resulting from this RFQ.

11. Under SEIP's Anticorruption Policy bidders shall observe the highest standard of ethics during the procurement and execution of such contracts. KWT-SEIP will reject a proposal for award, and will impose sanctions on parties involved, if it determines that the bidder recommended for award or any other party, has engaged in corrupt, fraudulent, collusive, of coercive practices in competing for, of in executing, the Contract. At the time of Submission of your quotation, you should not be in SEIP's sanctions list.

12. Any quotation submitted will be regarded as an offer by prospective Service Provider and does not constitute or imply the acceptance of the quotation by service receiver.

13. Service provider shall not be responsible for any costs associated with a prospective service provider's preparation and submission of a quotation, regardless of the outcome or the manners of conducting the selection process.

14. No price variation due to escalation, inflation, natural calamity or any other market factors shall be accepted at any time during the validity of the price quotation after the quotation has been received.

Sincerely,

Dr. ABM Ali Hassan Main Focal Point Kumudini Welfare Trust of Bengal (BD) Ltd-SEIP Project

*To substantiate responsiveness of quotations, please furnish supporting documents/evidences, among others, copies of Valid Trade License, Tax Identification Number (TIN), VAT Registration Certificate and Specification Compliance Sheet as Annexure including its word format soft copy in a CD.

** To substantiate financial capabilities, please furnish supporting document/evidence such as Bank solvency Certificate and/or Bank Statement.

Annexure A FORM OF QUOTATION

То

Dr. ABM Ali Hassan Main Focal Point Kumudini Welfare Trust of Bengal (BD) Ltd-SEIP Project 74 Gulshan Avenue, Dhaka, Bangladesh. Telephone: (+88-02)58817100 Mobile: (+880) 1707008181 Fax: (+88-02) 7635024 Email: <u>kwt-seip@kumudini.org.bd</u>

Subject: Price Quotation for Hiring of Vehicle Service for KWT-SEIP

We offer to execute the package No. KWT-SEIP-11 titled "Hiring of Vehicle Service for KWT-SEIP Project" in accordance with the Conditions of Contract accompanying this Quotation for the Contract Price of _______ (amount in words and numbers) (BDT)______ We propose to complete the delivery of Goods described in the Contract within the following Delivery Time from the Date of Signing of the Contract.

ltem No.	Description of Item	Unit	Quantity	Rate per Unit	Total Price	
Vehicl	e Hiring					
1	Microbus- A	Vehicle Month	2			
2	Microbus- B	Vehicle Month	1			
3	Minibus	Vehicle Month	1			
	Total Price for Vehicle Rental					
Fuel C	ost		11			
1	Microbus- A	Per KM	2			
2	Microbus- B	Per KM	1		NA NA	
3	Minibus	Per KM	1			

Prices (inclusive of local taxes i.e AIT, VAT, etc.) and Schedules for Servoces:

This Quotation and your written acceptance will constitute a binding Contract between us. We understand that you are not bound to accept the lowest or any Quotation you receive.

We hereby confirm that this Quotation complies with the Validity of the Offer and Warranty conditions imposed by the Request for Quotation document and the Terms and Conditions of Supply, respectively.

We have not been associated with the firm that prepared the design and specifications of the contract that is subject of this request for quotation. We are not in the SEIP sanctions list.

Authorized Signature:
Name and Title of Signatory:
Name of Service Provider:
Address:
Phone Number:
Fax Number, if any:
Email address (optional):

Annexure B

FORM OF CONTRACT

THIS AGREEMENT number _____ made on _____, 2021, between ______ (hereinafter called "the Service Receiver") on the one part and (hereinafter called "the Service Provider") on the other part.

WHEREAS the Service Receiver has requested for quotation for ______ (description of goods) to be supplied by Service Provider, viz. KWT-SEIP-13 (hereinafter called "Contract") and has accepted the quotation by the Service Provider for the supply of goods under Contract at the sum of ______ (______) hereinafter called "the Contract Price"

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

- 1. The following documents shall be deemed to form and be read and construed as part of this agreement. viz:
 - (a) Form of Quotation; Terms and Conditions of Supply, Technical Specifications;
 - (b) Addendum (if applicable):
- 2. Taking into account payments to be made by the Service Receiver to the Service Provider as hereinafter mentioned, the Service Provider hereby concludes an Agreement with the Service Receiver to execute and complete the supply of goods under the Contract and remedy any defects therein in conformity with the provisions of the Contract.
- 3. The Service Receiver hereby covenants to pay, in consideration of the acceptance of Contract Price in accordance with Payment Conditions prescribed by the Contract.

IN WITNESS whereof the parties hereto have executed the Contract under the laws of Bangladesh (country of Purchaser) on the date indicated above.

Signature and seal of the Purchaser:

For and on behalf of

Signature and seal of the Service Provider:

For and on behalf of

Name of Authorized Representative

Name of Authorized Representative

Terms and Conditions of Physical Services

Project Title: Kumudini Welfare Trust of Bengal (BD) Ltd.- SEIP

Employer: Dr. ABM Ali Hassan Main Focal Point Kumudini Welfare Trust of Bengal (BD) Ltd-SEIP Project 74 Gulshan Avenue, Dhaka, Bangladesh.

Package No.: KWT-SEIP- 11 Package Name: Hiring of Vehicle Service for KWT-SEIP

- 1. <u>Places for Physical Services:</u> The Place of the physical service is in KWT-SEIP project.
- 2. <u>Fixed Price</u>: The prices indicated in the Form of Quotation are firm and fixed and not subject to any adjustment during contract performance.
- 3. <u>Insurance:</u> The Service Provider shall ensure that the driver and the vehicle are fully covered by all necessary insurances in case of accidents; i.e. comprehensive insurance. The Service Provider shall have at its own cost acceptable medical, life and disability insurance for the driver as well as third party liability insurance. If fully comprehensive insurance is not in place, the cost of any subsequent damage or loss of vehicles shall be borne by the Service Provider.
- 5. <u>Applicable Law:</u> The Contract shall be interpreted in accordance with the laws of the Employer's country.
- 6. <u>Resolution of Disputes</u>: The Employer and the Service Provider shall make every effort to resolve amicably by direct informal negotiation any disagreement or dispute between them under or in connection with the Contract. In the case of a dispute between the Employer and the Service Provider, the dispute shall be settled in accordance with the provisions of the Arbitration Act, 2001 of the Employer's country.
- 7. <u>Payment:</u> Payment of the contract price shall be made in the following manner:
 - a) 100% Monthly Rent (including overtime and/or excluding deduction, if any) of the Vehicles shall be paid against the bill supported with the updated logbook.
 - b) Fuel & Bridge Toll
 - 1. The fuel cost will be paid as per mileage of updated logbook.
 - 2. Fuel cost @ Taka/K.M will be provided.
 - 3. The KWT-SEIP will provide 20 Liters of Octane for CNG driven Microbus only the use of the said vehicle each month.
 - 4. The bridge toll & parking charges etc will be borne by the KWT-SEIP on the basis of supporting documents.
 - c) Overtime Tiffin And Lunch For Driver
 - 1. KWT-SEIP will provide lunch or cash allowance to the driver @ Taka 100 (One Hundred) /working day.
 - 2. KWT-SEIP will provide dinner or cash allowance to the driver @ Taka 100 (One Hundred)/working day if worked beyond 08.00 pm.
 - 3. KWT-SEIP will provide the overtime to the driver @ Taka 50 (Fifty) / Hours after 10 hours of work. The driver has to maintain the overtime sheet properly and get signed by the user of the First Party in time to claim overtime allowance.
 - 4. The driver has to maintain the logbook and obtain authorized officer's signature on time.

- d) Terms Of Payment
 - 1. The Second Party will submit the rental bills including driver's lunch bill (if any), dinner bill (if any), other bill (if any) within 10th of the following month.
- 8. <u>Force Majeure:</u> The service provider shall not be liable for penalties or termination for default if and to the extent that its delay in performance or other failure to perform its obligations under the Contract is the result of an event of Force Majeure.

For purposes of this clause, "Force Majeure" means an events beyond the control of the Service Provider and not involving the Service Provider's fault or negligence and not foreseeable. Such events may include, but not restricted to, act of Employer in its sovereign capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions, and freight embargoes.

If a Force Majeure situation arises, the Service Provider shall promptly notify the Employer in writing of such condition and the cause thereof. Unless otherwise directed by the Employer in writing, the Service Provider shall continue to perform its obligations under the Contract as far as is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by Force Majeure event.

9. <u>Required Technical Specifications</u>:

Purpose of the Service

The purpose of the service is to provide transportation facilities to the KWT-SEIP Project officials and staff and for other official necessity. The contract period is 14 months and may be extendable following rules and contractual provision.

Areas included in the Scope of Services

The service provider shall provide services mainly in Dhaka, Narayanganj and Gazipur districts and also outside Dhaka City whenever necessary.

Detailed definition of Services

The Service Provider shall provide the services with the bus and microbus having specifications as per annexure.

Detailed Days and Times

- 1. The Service Provider shall provide the service for 24 days a month;
- 2. If the vehicles run more than 24 days, all the conditions for service provided for 24 days shall be equally applicable;
- 3. The service level shall be uninterrupted except Force Majeure situations.

10. General Specifications

Daily Activities:

1. The Service Provider shall provide the service for a period of approximately 10 hours in a day;

2. Working hour counting will be started at the location where the vehicle will report (determined by the project authority) in the morning and will be ended at the location where the vehicle will be released in a day;

3. The driver, along with, the microbus/ car shall reach the defined place(s) as per specific schedule provided by the employer;

4. The driver shall maintain a log book at his/her own responsibility and shall make it updated at least in every week.

5. The driver shall commence his/her duty from such a time as required to reach the officials at the office 5 minutes/10 minutes earlier to 9.00 am.

6. The drivers shall not drive the vehicles recklessly but with safety following the traffic rules.

11. Specific Activities

- 1. The service provider shall be responsible for the cost of driver, repair and maintenance, fuel, insurance etc. for the hired vehicles.
- 2. The Employer shall pay only the contracted rate per month, overtime for the Driver applicable for running vehicles beyond 10 hours per day and running of vehicles outside Dhaka, Narayanganj and Tangail districts;
- 3. The service provider shall be responsible for the garage required for the microbus and the bus;
- 4. As per requirement of the Employer the service provider shall provide services to any place of Bangladesh any time without showing any excuse unless there is any force majeure situation;
- 5. Without valid reason acceptable to the Employer, if the service provider fails to comply the request in serial 4 above, the penalty shall be imposed proportionate to the monthly rent for the non-compliance with the request by the Employer. The valid reason for non-compliance will be determined by the Employer and that shall be the final;
- 6. If any time the vehicles become out of order, the Service Provider shall instantly arrange an alternative Jeep, microbus and/or car of equivalent standard and facilities;
- 7. If because of illness or any other reason, the assigned driver fails to drive the hired Jeep, microbus and/or car, the Service Provider shall immediately arrange an alternative driver that holds the valid driving license;
- 8. For all time communication with the drivers, the Service Provider shall supply cell phone to the assigned drivers at their cost;
- 9. The Service Provider shall not engage the hired microbus and minibus along with the drivers for any other purpose within the period contracted for providing the Services.
- 10. The Service Provider shall change any driver at any time depending upon the feedback from the user(s) and communication by the Employer.

The Service Provider confirms compliance with above specifications.

12. <u>Failure to Perform</u>: The Employer reserves the right to terminate the contract due to unsatisfactory performance 21 days after giving a written notice.

Signature and seal of the Employer: FOR AND BEHALF OF Signature and seal of the Service Provider: FOR AND BEHALF OF

Name of Authorized Representative

Name of Authorized Representative

Annexure C LETTER OF ACCEPTANCE

Date: ______ To: ______ [Name and address of the Service Provider]

Dear Sir or Madam,

This is to notify you that your Quotation dated ______ for the execution of the [name and number of the Contract Package] for the Contract price of ______

[amount in words and figures], as corrected and modified in accordance with the Request for Quotation has been accepted by us.

You are also requested to sign the attached Form of Contract and commence supply of the goods not later than ______ and ensure the completion of the delivery of goods within the delivery time specified in the contract.

For and on behalf of the Purchaser:

Authorized Signature:

Name of Signatory:

Title:

Annexure D Technical Specifications for Microbus-A & B

1. Technical Specifications / TOR Safety & Security Requirements

Rental of 12-seater microbus as described below in good running condition:

1.1. Vehicles should be Toyota Hiace GL / Super GL, 5-Door, ATM, RHD Microbus or equivalent with driver and fuel.

1.2. The vehicles should be in good running condition with Air Conditioning, Service Providers are requested to provide the photos of vehicle (from 4 sides, seat, dashboard etc).

1.3. The vehicle should not be older than 2013-year model and registration year not earlier than 2018.

1.4. The Insurance should be covered for drivers and vehicles during the contract period.

1.5. Driver: The vehicle should be provided with experienced driver no less than five (05) years.

1.6. Fuel: Fuel should be supplied by car owner throughout the entire rental period of the vehicles.

1.7. All vehicles will be equipped with jack and tire changing tools in good working order.

1.8. Number of vehicles: 03 (Two).

1.9. Starting date: 01 January 2022.

1.10. Duration of the rental: Minimum One (01) year and renewable on mutual agreement if required in future.

1.11. Locations:

Microbus-A: Route-Dhaka to Mirzapur with return and within Dhaka & Tangail. Garage (parking for off time) should be Mirzapur.

Microbus-A: Route- Within Dhaka city and occasional movement to Narayanganj. Garage (parking for off time) should be Dhaka.

1.12. Rental charge should be quoted with cost of driver and fuel charge should be separately quoted. KWT-SEIP will not bear any maintenance and miscellaneous cost or damages cost incurred by driver (if any).

1.13. The company must provide its personnel chart who will be responsible for rendering the service to KWT-SEIP with their full contact information.

1.14. The duty will be 6 (six) days in a week. The driver has to maintain the logbook and obtain authorized officer's signature on time.

1.15. The meter of the vehicles shall be operative for reading the meter.

Annexure E Technical Specifications for Minibus

1. Technical Specifications / TOR Safety & Security Requirements

Rental of minimum 30-seater minibus as described below in good running condition:

1.1. Vehicles should be Diesel/CNG running, Single Door with driver and fuel.

1.2. The vehicles should be in good running condition, Service Providers are requested to provide the photos of vehicle (from 4 sides, seat, dashboard etc.).

1.3. The vehicle should not be registered earlier than 2018.

1.4. The Insurance should be covered for drivers and vehicles during the contract period.

1.5. Driver: The vehicle should be provided with experienced driver no less than five (05) years.

1.6. Fuel: Fuel should be supplied by car owner throughout the entire rental period of the vehicles.

1.7. All vehicles will be equipped with jack and tire changing tools in good working order.

1.8. Number of vehicles: 01 (One).

1.9. Starting date: 1 January 2022.

1.10. Duration of the rental: Minimum One (01) year and renewable on mutual agreement if required in future.

1.11. Locations:

Route 01: Mirzapur to Dhaka and return and within Dhaka & Tangail District. Garage (parking for off time) should be at Mirzapur.

1.12. Rental charge should be quoted with cost of driver and fuel charge should be separately quoted. KWT-SEIP will not bear any maintenance and miscellaneous cost or damages cost incurred by driver (if any).

1.13. The company must provide its personnel chart who will be responsible for rendering the service to KWT-SEIP with their full contact information.

1.14. The duty will be 6 (six) days in a week. The driver has to maintain the logbook and obtain authorized officer's signature on time.

1.15. The meter of the vehicles shall be operative for reading the meter.