

Higher Education Quality Enhancement Project (HEQEP)

Strengthening of Undergraduate Degree Programs for Agricultural Engineering and Food Engineering at Bangladesh Agricultural University



Request for Quotation Document (National)

For Procurement of Works

By

Request For Quotation (RFQ) Method

for

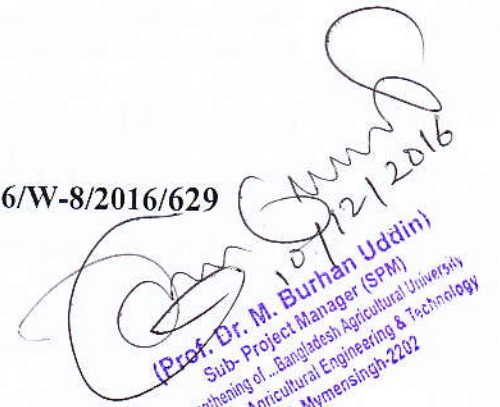
Renovation of Pump Test Set



Request For Quotation No : UGC/HEQEP/AET-BAU/CP-3006/W-8/2016/629

Issued on : 10/12/2016

Contract Package No : W-8


(Prof. Dr. M. Burhan Uddin)
Sub-Project Manager (SPM)
Strengthening of ...Bangladesh Agricultural University
Faculty of Agricultural Engineering & Technology
BAU, Mymensingh-2202

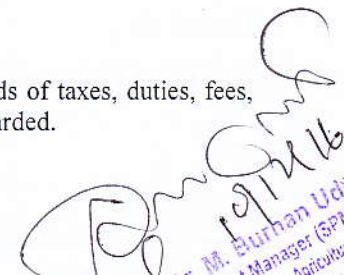
Faculty of Agricultural Engineering and Technology
Bangladesh Agricultural University
Mymensingh

REQUEST FOR QUOTATION
for
Renovation Works of Department of Irrigation and Water Management

RFQ No: UGC/HEQEP/AET-BAU/CP-3006/W-8/2016/629, dated:10/12/2016

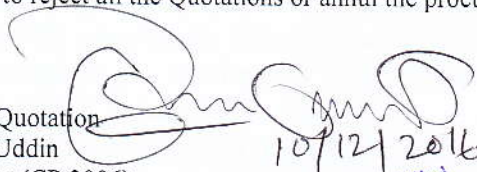
To

1. The Sub-Project Manager of the project, "Strengthening of Undergraduate Degree Programs for Agricultural Engineering and Food Engineering at Bangladesh Agricultural University" has been allocated public funds and intends to apply a portion of the funds to eligible payments under the contract for which this Quotation Document is issued.
2. Detailed Specifications for the intended Works and physical services are available in the office of the Client for inspection by the potential Quotationers during office hours on all working days.
3. Quotation is being requested on Unit-rate and Lump-sum basis.
4. Quotation shall be completed properly, duly signed-dated each page by the authorized signatory and submitted by the date to the office as specified in **Para 6** below.
5. No Securities such as Quotation Security (i.e. the traditionally termed Earnest Money, Tender Security) and Performance Security shall be required for submission of the Quotation and execution of the Works (if awarded) respectively.
6. Quotation in sealed envelope or by fax or through electronic mail shall be submitted to the office of the undersigned **on or before 19/12/ 2016 at 3:30 noon**. The envelope containing the Quotation must be clearly marked "**Quotation for Renovation Works of Dept. of Irrigation and Water Management**" and **DO NOT OPEN** before 03.30 pm on 19/12/2016. Quotations received later than the time specified herein shall not be accepted.
7. Quotations received by fax or through electronic mail shall be sealed-enveloped by the Client duly marked as stated in **Para 6** above and, all Quotations thus received shall be sent to the Evaluation Committee for evaluation, without opening, by the same date of closing the Quotation.
8. The Client may extend the deadline for submission of Quotations on justifiably acceptable grounds duly recorded subject to threshold of ten (10) days pursuant to Rule 71 (4) of the Public Procurement Rules, 2008.
9. Quotation shall be submitted as per Bill of Quantities of Works and physical services.
10. All Quotations must be valid for a period of at least 60 days from the closing date of the Quotation.
11. No public opening of Quotations received by the closing date shall be held.
12. Quotationer's rates or prices shall be inclusive of profit and overhead and, all kinds of taxes, duties, fees, levies, and other charges to be paid under the Applicable Law, if the Contract is awarded.


19/12/16
M. Nurhan Uddin
Manager (SPM)
Agricultural University
& Technology

13. Rates shall be quoted and, subsequent payments under this Contract shall be made in Taka currency. The price offered by the Quotationer, if accepted shall remain fixed for the duration of the Contract.
14. Quotationer shall have legal capacity to enter into Contract. Quotationer, in support of its qualification shall be required to submit certified photocopies of latest documents related to valid **Trade License, Tax Identification Number (TIN), VAT Registration Number and Financial Solvency Certificate** from any scheduled Bank; without which the Quotation may be considered non-responsive.
15. Quotations shall be evaluated based on information and documents submitted with the Quotations, by the Evaluation Committee and, at least three (3) responsive Quotations will be required to determine the lowest evaluated responsive Quotations for award of the Contract.
16. In case of anomalies between unit rates or prices and the total amount quoted, in the quotation submitted on unit rate basis, the unit rates or prices shall prevail. In case of discrepancy between words and figures, the former will govern. In case of quotation submitted on Lump-sum basis, if anomalies found between figures and words, the words will prevail. Quotationer shall remain bound to accept the arithmetic corrections made by the Evaluation Committee.
17. The execution of Works and physical services shall be completed within 30 days from the date of commencement.
18. Letter inviting the successful Quotationer to sign the Contract shall be issued within 2 days of receipt of approval from the Approving Authority. The Contract shall have to be signed within 5 days of issuing such Letter of Invitation.
19. The costs of stamp duties and similar charges, if applicable by the law in connection with entry into the Contract Agreement, as stated in Para 18 above, shall be borne by the Client.
20. The Client reserves the right to reject all the Quotations or annul the procurement proceedings.

Signature of the official inviting Quotation
Name: Professor Dr. M. Burhan Uddin
Designation: Sub-Project Manager (CP 3006)
Date:


10/12/2016
(Prof. Dr. M. Burhan Uddin)
Sub-Project Manager (SPM)
Strengthening of Bangladesh Agricultural University
Faculty of Agricultural Engineering & Technology
Mymensingh-2202

Address: Department of Food Technology and Rural Industries
Faculty of Agricultural Engineering & Technology,
Bangladesh Agriculture University, Mymensingh
Phone No : 01711110509
E-mail: burhan992003@yahoo.com

Distribution:

1. Dean of the Faculty of AET for information and wide circulation
2. Officer-in-Charge, ICT Cell, BAU for posting in the website, if applicable.
3. Notice Board.
4. Office File.

Quotation Submission Letter

[Use Letter-head Pad]

RFQ No: UGC/HEQEP/AET-BAU/CP-3006/W-8/2016/629, dated:10/12/2016

To:

Prof. Dr. M. Burhan Uddin
Sub-Project Manager
Strengthening of Undergraduate Degree.....AE & FE at BAU
Department of Food Technology and Rural Industries
Faculty of Agricultural Engineering & Technology
Bangladesh Agriculture University,
Mymensingh-2202

I/We, the undersigned, offer to execute in conformity with the Conditions of Contract for execution of the Works and physical services named **Renovation works of Dept. of Irrigation and Water Management, BAU, Mymensingh**

The total Price of our Quotation is *[insert amount both in figure and words]*

My/Our Quotation shall remain valid for the period stated in the RFQ Document and it shall remain binding upon us and, may be accepted at any time prior to the expiration of its validity period.

I/We declare that I/we have the legal capacity to enter into a contract with you, and have not been declared ineligible by the Government of Bangladesh on charges of engaging in corrupt, fraudulent, collusive or coercive practices. Furthermore, I/we am/are aware of Para 28(e) of the Conditions of Contract and pledge not to indulge in such practices in competing for or in executing the works.

I/We am/are not submitting more than one Quotation in this RFQ process in my/our own name or other name or in different names. I/We understand that your written invitation to sign the Contract shall become binding upon us, until a formal Contract is signed.

I/We have examined and have no reservations to the RFQ Document issued by you on *[insert date]*

I/We understand that you reserve the right to reject all the Quotations or annul the procurement proceedings without incurring any liability to me/us.


(Prof. Dr. M. Burhan Uddin)
Sub-Project Manager (SPM)
Strengthening of Undergraduate Degree
Faculty of Agricultural Engineering & Technology
BAU, Mymensingh-2202

Signature of Quotationer with Seal
Date:

Bill of Quantities

RFQ No: UGC/HEQEP/AET-BAU/CP-3006/W-8/2016/629, dated:10/12/2016

Item No.	Description of Items of Works (specifications preferably built-in)	Unit	Quantity	Unit rates or prices quoted by the Quotationer	
				In figures	In words
1	2	3	4	5	6
1	Pump Test Set	1	No.		
* Reference is drawn to Rule 69 (5) of the Public Procurement Rules, 2008 and to Para 4 of the Guidance Notes before opting for this Form. Lump-sum Contract price is specified as a fixed sum and not subjected to any adjustments.					Total Amount (in figure and words)

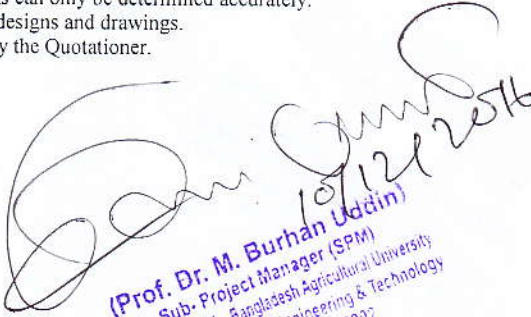
[Insert number] number corrections made by me/us have been duly initialed in this page of BoQ. My/Our Offer is valid until dd/mm/yy [insert Quotation Validity date].

Signature of the Quotationer with Seal

Date : dd/mm/yy

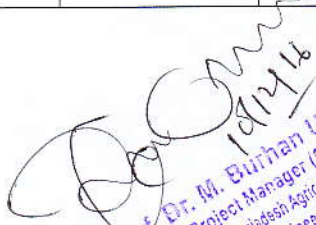
Note (use only when this method deemed appropriate):

1. Low value and simple and, all the components of the Works can only be determined accurately.
2. Works executed are in conformity with the specifications, designs and drawings.
3. Col. 1, 2, 3 & 4 to be filled in by the Client and Col. 5 & 6 by the Quotationer.


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Technical Specification

Sl. No	Name of the equipment	Detail Descriptions	
01	Pump test set	Brand	: To be mentioned by the Tenderer
		Model	: To be mentioned by the Tenderer
		Country of origin	: To be mentioned by the Tenderer
		Country of manufacture	: To be mentioned by the Tenderer
		Main Specifications:	
		(a) Bore hole for Submersible Pump Motor Testing	
		(b) Storage Tank	
		(c) Flow Measuring Tank	
		(d) Pipe (Different sizes)	
		(e) Valve (Different sizes)	
		(f) Motor with variable RPM	
		(g) Design, supervision and implementation	
		Technical Specifications:	
		Bore hole: 1 meter (3.3 ft inside), Depth- 33 ft; with inbuilt laddering facilities inside.	
		Storage Tank: Inside dimensions: Length: 12 ft, Width: 12 ft, and Height: 3 ft; with outlet pipe and a control valve at the bottom of the tank with brick work on RCC floor.	
		Flow Measuring Tank: Length: 5 ft, Width: 5 ft, and Height: 3 ft; with metallic V-notch (2 cusec capacity) at one end of the tank.	
		Construction work: Brick work on RCC floor	
		Pipes: 6 inch= 45 ft (suction and delivery)	
		4 inch= 45ft(suction and delivery)	
		8 inch= 55 ft(Storage tank to bore hole for recharge)	
		Mercury Manometer for Pressure Measurement: 4 Nos.	


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Invitation for signing Contract

[Rule 72 (5) of PPR, 2008]

Work Order No. _____

Ref:

Date: dd/mm/yy

To:

Name of Contractor _____

Address _____

This is to notify you that your **Quotation** dated [dd/mm/yy] for the execution of the Works and physical services named **Renovation of Pump Test Set, Department of IWM** for the Contract Price of Tk [state amount in figures and in words] as corrected, has been approved by the competent authority.

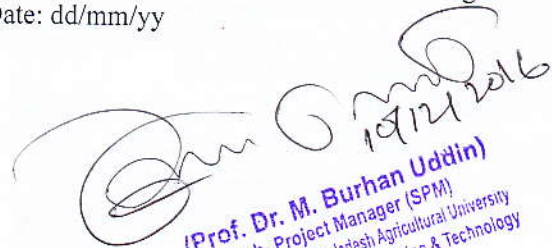
You are thus requested to attend the office of the undersigned to sign the Contract within [insert days] of issuing this Letter of Invitation; but in no case later than [specify dd/mm/yy].

You may proceed with the execution of the Works only upon signing the Contract. You may also please note that this invitation shall constitute the formation of this Contract which shall become binding upon you.

We attach the draft Contract and all other documents for your perusal.

Attachment: Draft Contract

Signature of the Client with name and designation
Date: dd/mm/yy


(Prof. Dr. M. Burhan Uddin)
Sub-Project Manager (SPM)
Strengthening of ...Bangladesh Agricultural University
Faculty of Agricultural Engineering & Technology
BAU, Mymensingh-2202

Contract Agreement

THIS AGREEMENT made on this [insert day] day of [insert month and year] between [name and address of Client] (hereinafter called "the Client") of the one part and [name and address of Contractor] (hereinafter called "the Contractor") of the other part:

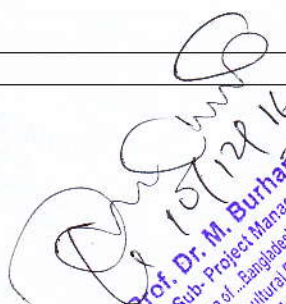
WHEREAS the Client invited Quotation for certain Works and physical services named **Renovation of Pump Test Set, Department of IWM** and has accepted the Quotation submitted by the Quotationer for the execution of those works in the sum of Taka [insert Contract price in figures and in words] (hereinafter called "the Contract Price").

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

1. In this Agreement words and expressions shall have the same meanings as are respectively assigned to them in the General Conditions of Contract hereinafter referred to.
2. The documents forming the Contract shall be interpreted in the following order of priority:
 - (a) the signed Contract Agreement
 - (b) the Letter of Invitation
 - (c) the Conditions of Contract
 - (d) the Specifications
 - (e) the priced Bill of Quantities
 - (f) any other document listed anywhere in the Contract.
3. In consideration of the payments to be made by the Client to the Contractor as hereinafter mentioned, the Contractor hereby covenants with the Client to execute and complete the works and to remedy any defects therein in conformity in all respects with the provisions of the Contract.
4. The Client hereby covenants to pay the Contractor in consideration of the execution and completion of the works and the remedying of defects therein, the Contract Price or such other sum as may become payable under the provisions of the Contract at the times and in the manner prescribed by the Contract.

IN WITNESS whereof the parties hereto have caused this Agreement to be executed in accordance with the laws of Bangladesh on the day, month and year first written above.

For the Client:	For the Contractor:
Signature of the Client with name and Designation Name: Prof. Dr. M. Burhan Uddin Designation: Sub-Project Manager Address: Dept. of Food Technology & Rural Industry Bangladesh Agricultural University Mymensingh 2202	Signature of the Contractor with name Designation
Date:	Date:


 15/12/16
 (Prof. Dr. M. Burhan Uddin)
 Sub-Project Manager (SPM)
 Strengthening of Bangladesh Agricultural University
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 BAU, Mymensingh-2202

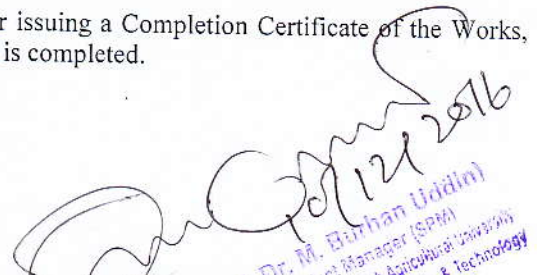
Conditions of Contract

1. Conditions of Contract contained herein shall be binding upon both the contracting parties for the purpose of administration and management of this Contract.
2. Implementation and interpretation of these Conditions of Contract shall, in general, be under the purview of the Public Procurement Act, 2006 and the Public Procurement Rules, 2008.
3. The Contractor shall have to commence the Works within 7 (seven) days of signing of the Contract Agreement and complete in conformity in all respects with the provisions of the Contract within 60 (sixty) days.
4. The Contractor shall immediately submit to the Client a Programme of Works showing the timing for all the activities and components of Works.
5. The Contractor shall maintain Pro Rata progress of the Works. Progress shall be determined in terms of the value of the works executed.
6. The Contractor shall be entitled to an extension of the Intended Completion Date if the Client delays in handing over the Site or if Force Majeure situation occurs or for any other reasons acceptable to the Client on justifiable grounds duly recorded.
7. The Client shall check and verify the Works executed by the Contractor and notify the Contractor of any Defects found.
8. Notwithstanding any testing and examination, the Client by visual inspection or field tests may instruct the Contractor to:
 - a. remove and replace any works or part thereof which is not in accordance with the Contract,
 - b. remove and re-execute any other work or part thereof which is not in accordance with the Contract, and
 - c. execute any work which is urgently required for the safety of the Works.
9. The Contractor shall submit to the Client the progressive invoices for estimated value of works executed less the cumulative amount certified previously.
10. The Contractor shall be entirely responsible for payment of all taxes, duties, fees, and such other levies under the Applicable Law.
11. Notwithstanding any other practice, the method of measurement and mode of payment shall be based on the type of the Contract corresponding to the Bill of Quantities below:

Unit-rate Basis

Measurement shall be made of the net quantity of each item of the Works actually executed in accordance with the Bill of Quantities. The first progressive payment shall be made only after twenty (20) percent progress achieved. The Client shall make payments to the Contractor in Taka currency, while the Final payment shall be made upon fulfilment of all contractual obligations by the Contractor.

12. The Contractor's rates or prices shall be inclusive of profit and overhead and, all kinds of taxes, duties, fees, levies, and other charges to be paid under the Applicable Law.
13. The total Contract Price is BDT Tk.
14. No works under Extra Work Orders shall be permissible and, works under Variation Orders (except in case of Lump-sum basis) shall under no circumstances exceed fifteen (15) percent of the Contract Price subject to threshold specified in Rule 69 (1) and 69 (6) (ka) & (ga) of the Public Procurement Rules, 2008, as appropriate.
15. The Client contracting shall amend the Contract incorporating required approved changes subsequently introduced to the original Conditions of Contract in line with Rules, where necessary.
16. The Client shall deduct from each progressive payment due to the Contractor at the rate of 10 (ten) percent as Retention Money (i.e. the traditional Security Deposit) until completion of the whole of the Works under the Contract.
17. The Contractor shall apply by notice to the Client for issuing a Completion Certificate of the Works, and the Client shall do so upon deciding that the work is completed.


(Prof. Dr. M. Burhan Uddin)
Sub-Project Manager (SPM)
Bangladesh Agricultural University
Engineering & Technology
Ch-2702

18. The Client shall, within seven (7) working days after receiving the Contractor's application:
 - a. issue the Completion Certificate to the Contractor stating that the Works were completed in accordance with the Contract, or
 - b. reject the application, giving reasons and specifying the works required to be done/redone by the Contractor to enable issuance of the Completion Certificate.
19. The Client shall Take-Over the Site and the Works not later than seven (7) working days of issuing the Completion Certificate.
20. The Client may issue a notice for correction of Defects within fourteen (14) days from the Contractor's request for **Final Payment** stating the scope of corrections or additions that are necessary.
21. The Defects Liability Period of the Works shall be **6 months** starting from the date of issuing the Completion Certificate by the Client.
22. After the Defects Liability Period has passed and, the Client has certified in the form of **Defects Corrections Certificate** that all Defects notified by the Client to the Contractor before the end of this period have been corrected.
23. The Defects Liability Period may be extended for as long as the Defects notified by the Client remain to be corrected.
24. If the Contractor has not corrected a Defect within the time specified in the Client's notice, the Client shall assess the cost of having the Defects corrected by it, and the Contractor shall remain liable to pay the expenditures incurred on account of correction of such Defects.
25. The Contractor shall keep the Client harmless and indemnify from any claim, loss of property or life to himself/herself, his/her workmen or staff, any staff of the Procurement Entity or any third party while executing the work. Any claim arising out of execution of the works shall be settled by the Contractor at his/her own cost and responsibility.
26. Loss or damage to the Works or Materials to be incorporated in the Works between the Start Date and the end of the Defects Liability Period shall be remedied by the Contractor at the Contractor's own cost, if the loss or damage arises from the Contractor's acts or omissions.
27. The Retention Money shall be returned to the Contractor within twenty one (21) days after expiry of the Defects Liability Period.
28. The Client may, by written Notice sent to the Contractor, terminate the Contract in whole or in part at any time, if the Contractor:
 - a) fails to sign the Contract or commence the Work within the specified time.
 - b) fails to achieve satisfactory progress of Works in accordance with the Programme of Works.
 - c) fails to complete the Work as per design, drawing and specifications.
 - d) after receipt of a written notice from the Client does not remedy its failure within the time period specified therein.
 - e) in the judgement of the Client, has engaged in any corrupt, fraudulent, collusive or coercive practices in competing for or in executing the Work.
 - f) fails to perform any other obligation(s) under the Contract.
29. The Client and the Contractor shall use their best efforts to settle amicably all possible disputes arising out of or in connection with this Contract or its interpretation.
30. The Contractor shall be subject to, and aware of provision on corruption, fraudulence, collusion and coercion in Section 64 of the Public Procurement Act, 2006 and Rule 127 of the Public Procurement Rules, 2008.


10/12/2016