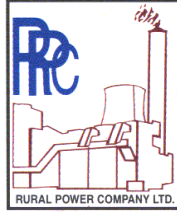


- Tenderers, Interested to submit Quotation are requested to submit Application to Procuring Entity for permission with following documents before **18.05.2022**.
1. Trade License.
  2. Tax Identification Number (TIN).
  3. VAT Registration Number.
  4. Financial Solvency Certificate from any scheduled Bank.
  5. Experience Certificate/ Work Completion certificate.

RURAL POWER COMPANY LIMITED



**Tender Document (National)  
For**

**Selection of Contractor for carrying of 1,000 kl HSD  
for RPCL-Gazipur 105 MW HFO Fired Power Plant  
and RPCL-Gazipur 52.194 MW Dual Fuel Power Plant  
by road way transportation.**

**[Request for Quotation]**

Tender Inquiry No: PUR-109/(LW/GPP/RFQ/2021-22)

QUOTATION SUBMITTING DATE: 19/05/2022; 12:00 (Noon)

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May 2022

PW1 (SRFQ)

[Rural Power Company Limited]

**REQUEST FOR QUOTATION**

for

**Selection of Contractor for carrying of 1,000 kl HSD for RPCL-Gazipur 105 MW HFO Fired Power Plant and RPCL-Gazipur 52.194 MW Dual Fuel Power Plant by road way transportation**

**RFQ No: PUR-109/(LW/GPP/RFQ/2021-22)**

**Date: 11/05/2022**

To

[insert name and address of the Quotationers]

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1. The Rural Power Company Limited has been allocated own 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 and, Design & Drawings for the intended Works and physical services are available in the office of the Procuring Entity for inspection by the potential Quotationers during office hours on all working days.
3. Quotation is being requested on **Unit-Rate** 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 19.05.2022** The envelope containing the Quotation must be clearly marked "Quotation for Selection of Contractor for carrying of 1,000 kl HSD for RPCL-Gazipur 105 MW HFO Fired Power Plant and RPCL-Gazipur 52.194 MW Dual Fuel Power Plant by road way transportation and **DO NOT OPEN** before 12:00 (Noon) of 19.05.2022. Quotations received later than the time specified herein will not be accepted.
7. Quotations received by fax or through electronic mail shall be sealed-enveloped by the Procuring Entity 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 Procuring Entity 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 **45 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.

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 two (2) 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 1095 days from the date of commencement.
18. Letter inviting the successful Quotationer to sign the Contract shall be issued within 07 days of receipt of approval from the Approving Authority. The Contract shall have to be signed within 07 days of issuing such Letter of Invitation.
19. The Procuring Entity reserves the right to reject all the Quotations or annul the procurement proceedings.

Signature of the official requesting Quotation

(Md. Salim Bhuiyan)  
Executive Director (Engineering )  
Rural Power Company Ltd.  
House-19, Road-1/B, Sector-09, Uttara Model Town, Dhaka-1230, Bangladesh

**Distribution:**

1. [Administrative wings of other Procuring Entities] for information and wide circulation.
2. [Any other concerned offices] for information and wide circulation.
3. [Authorized Officer] for posting in the website, if applicable.
4. Notice Board.
5. Office File.

## Quotation Submission Letter

[Use Letter-head Pad]

RFQ No: PUR-109/(LW/GPP/RFQ/2021-22)

Date: dd/mm/yy

To:

*Executive Director (Engineering )*

*Rural Power Company Ltd.*

*House-19, Road-1/B, Sector-09, Uttara Model Town, Dhaka-1230, Bangladesh*

I/We, the undersigned, offer to execute in conformity with the Conditions of Contract for execution of the Works and physical services named [insert name of work]

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.

Signature of Quotationer with Seal

Date:

## Bill of Quantities

Item No.	Description of Items of Works (specifications preferably built-in)	Unit	Quantity	Unit rates or prices quoted by the Quotationer		Amount
				In figures	In words	
1	2	3	4	5	6	7 = 4x5
1						
<p><b>Total Amount</b> (in figure and words)</p>						

\* Reference is drawn to Rule 69 (5) of the Public Procurement Rules, 2008 and to the Para 4 of the Guidance Notes before opting for this Format.

[ 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 be estimated but not accurately determined.**
2. **Works executed are re-measured for payments.**
3. **Col. 1, 2, 3 & 4 to be filled in by the Procuring Entity and Col. 5, 6 & 7 by the Quotationer.**

[name and address of the Procuring Entity]

## Invitation for signing Contract

[ Rule 72 (5) of PPR,2008]

RFQ 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 [insert name of work] 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 Procuring Entity with name and designation

Date: dd/mm/yy

## Contract Agreement

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

WHEREAS the Procuring Entity invited Quotation for certain Works and physical services named [insert name of Works] 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 **WITNESSED** 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 Design and Drawings
  - (f) the priced Bill of Quantities
  - (g) any other document listed anywhere in the Contract.
3. In consideration of the payments to be made by the Procuring Entity to the Contractor as hereinafter mentioned, the Contractor hereby covenants with the Procuring Entity 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 Procuring Entity 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 Procuring Entity

For the Contractor

Signature

Name

Designation

National ID No.

In the presence

of

Name



### 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 **07** days of signing of the Contract Agreement and complete in conformity in all respects with the provisions of the Contract within **1095 days**.
4. The Contractor shall immediately submit to the Procuring Entity 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 Procuring Entity delays in handing over the Site or if Force Majeure situation occurs or for any other reasons acceptable to the Procuring Entity on justifiable grounds duly recorded.
7. The Procuring Entity 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 Procuring Entity 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 Procuring Entity 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. 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.
12. The total Contract Price is BDT **[insert figure]** BDT **[in words]**.
13. The Procuring Entity contracting shall amend the Contract incorporating required approved changes subsequently introduced to the original Conditions of Contract in line with Rules, where necessary.
14. **Payment terms:** The Contract price shall be paid in the form of account payee cheque after deduction advance income tax at source and any other liabilities of the contract by the following procedure:
  - A) The Contractor shall submit 1 (one) original and 2 (two) copies of Monthly Invoice/bill against carried Fuel with necessary supporting Documents. [(1) Date wise Receiving and Delivery Statement (2.) Carrying order issued by the Company. (3). Delivery Challan issued by BPC nominated marketing companies. (4) trip/Challan wise Receiving report (5) Quality Certificate issued by the Company].
  - B) The Contractor shall submit Final Bill to the RPCL within 60 (sixty) Days from the date of completion of contract. If the contractor fails to do so RPCL will prepare Close-out (if there is no any other reason) and in that case no amount will be paid to Contractor including any Bank

Guarantee. Time may be relaxed for reasonable causes on the basis of written prayer of the Contractor.

C) RPCL reserves the right to realize the RPCL's receivable amount from Contractor by deducting Contractor's bill, by encashment of Performance Security, Bank Guarantee, by retention money or by any other means.

D) The proportion of payment to be retained is 10% (Ten percent). After successfully completion of contract, the retained money will be refunded to the contractor.

15. The Contractor shall apply by notice to the Procuring Entity for issuing a Completion Certificate of the Works, and the Procuring Entity shall do so upon deciding that the work is completed.
16. The Procuring Entity 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.
17. The Procuring Entity shall Take-Over the Site and the Works not later than seven (7) working days of issuing the Completion Certificate.
18. The Procuring Entity 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.
19. The Contractor shall keep the Procurement Entity 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.
20. 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.
21. The Retention Money shall be returned to the Contractor within twenty one (21) days after the issuing of completion certificate.
22. The Procuring Entity 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 Procuring Entity does not remedy its failure within the time period specified therein.
  - e) in the judgement of the Procuring Entity, 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.
23. The Procuring Entity 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.
24. 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.

**25. A) Price adjustment due to change in diesel price:**

Contract Price shall be adjusted only for the fluctuations in diesel price. The Contract Price shall be adjusted by applying following formula:

$$P = A + B (fn/fo)$$

Where:

P is the adjusted Price

A and B are coefficients. A is non-adjustable part, which is 80.00% of contract price and B is the variable part, which is 20.00% of contract price.

fn is the new Price and fo is the base price of diesel;

The price of diesel is as declared by the Government of Bangladesh from time to time.

**B) Price adjustment due to Handling Loss :**

The handling or any other losses of fuel from BPC nominated marketing companies distribution centre to Delivery point i.e RPCL's Storage Tanks at Kadda shall not exceed more than 0.05 % per trip for. Losses more than 0.05% per trip shall be recorded jointly with RPCL, BPC/Nominated Companies/ Contractor's authorised representative. Adjustment of that recorded lost amount of fuel will be calculated by multiplying the recorded lost amount of fuel with 1.5 times of its present price and that amount will be deducted from the monthly invoice submitted by the Contractor. Contractor shall not get the benefit of excess delivery and shall not be adjusted with handling losses with any other trip/challan.

**26. a. Liquidated Damages due to uncompleted works :**

The Liquidated Damages per Carrying order is 0.1% (One Percent) of the undelivered/un-transported part of total Carrying Order price per day of delay of Completion of the services.

The maximum amount of the Liquidated Damages per Carrying order is 10% of the Carrying Order Price.

LD will not be applicable for the delay caused by beyond the control of contractor.

**b. In case of non performance, the Contractor shall pay the excess cost as per following:**

If the carrying contractor fails to carry the fuel as per Carrying Order within the stipulated time; RPCL will carry those Fuels by any other contractor. And the carrying cost will be charged from the contractor or that amount will be adjusted from the bill.

# Specifications Design and Drawings

## Purpose of the Service

Carrying of High Speed Diesel (HSD) from BPC's nominated marketing Company's (Padma Oil Company Ltd., Meghna Petroleum Ltd. and Jamuna Oil Company Ltd.) distribution centre at Godnail/Fatulla, Narayanganj to RPCL's fuel tanks located at Gazipur 52.194 MW Power Plant and Gazipur 105 MW Power Plant, Kadda, Gazipur by Road way transportation.

## Areas included in the Scope of Services

The successful Tenderer/ Contractor has to carry (HSD) from BPC nominated marketing Company's (Padma Oil Company Ltd., Meghna Petroleum Ltd. and Jamuna Oil Company Ltd.) distribution centre at Godnail/Fatulla, Narayanganj to RPCL's Fuel Tanks located at Gazipur 105 MW Power Plant and Gazipur 52.194 MW Power Plant Kadda, Gazipur by road way transportation.

Tenderer are requested to survey, investigate and measure the distance and collect required information regarding the route from the respective authority by which fuel will be transported before submission of the Tender at his own cost.

The major responsibility of the tenderer comprises but not limited to the following:

- The Contractor shall have to carry (HSD) according to the carrying order issued by RPCL time to time within the specified time schedule.
- After receiving the carrying order the contractor shall communicate with Designated BPC depot and consignee of RPCL to finalize the daily carrying schedule.
- The contractor shall have to carry HSD from BPC nominated marketing Company's (Padma Oil Company Ltd. ,Meghna Petroleum Ltd. and Jamuna Oil Company Ltd.) distribution centre at Godnail/Fatulla, Narayanganj to RPCL's Fuel Tanks located at Gazipur105 MW Power Plant and gazipur 52.194 MW Power Plant Kadda, Gazipur by road way transportation as per carrying order.
- Measurement of Fuel shall be taken at the time of receiving of Fuel from Godnail/ Fatulla, Narayanganj (the delivery point) in presence of the representatives of RPCL/ BPC/ Padma or Meghna or Jamuna/ Contractor. The measurement of Fuel shall be recorded and signed jointly. The recorded measurement shall be preserved by RPCL and payment invoice will be certified according to the joint measurement.
- Contractor shall ensure the quality and quantity of the fuel during transportation. RPCL will not accept the fuel if the quality is deteriorated during the transportation and the contractor will be bound to replace the rejected challan at its own cost.
- If any physical modification is required in to use seal at the valve of the Fuel Lorry the contractor should do it by his own cost.
- The list of Tank Lorry is required to be approved by the consignee of RPCL. Plant Authority will inspect the listed Tank Lorry physically and provide approval.
- The approved Tank Lorry will use only to transport the fuel for Gazipur105 MW Power Plant and Gazipur 52.194 MW Power Plant. Prior approval is required to use the approved Tank Lorry to carry fuel for different organization.

- The contractor is required to Submit and keep updated of all documents and submit to RPCL mentioned below:
- Tenderer shall submit the Charter Agreement/Ownership/Lease Deed of the Tank Lorry by which the fuel will be transported.
  - Copy of the satisfactory Work completion certificate/Experience Certificate in support of General & Specific Experience from an officer not below the rank of executive Engineer/ deputy Director.
  - The Tenderer's tank lorries should have updated Calibration chart, updated Survey certificate, updated explosive certificate & updated Insurance of fuel tanker has to be provided.
  - List of the Fuel Tanker mentioning the registration number, carrying capacity and latest calibration date shall have to submit in the letter head pad of the Firm.
  - The Tenderer shall enclose the tender document with the tender putting their corporate seal and authorized signature.
  - Tender shall be in English and executed on the tender form. The forms shall be completely filled in and quoted prices shall be stated in words as well as in figures.
  - RPCL may install GPS tracking system by own cost in the Fuel Tanker to implement online monitoring system for better transport management. If so there should be no objection from the contractor.

### Specific Activities

The contractor should follow the steps described below for each trip:

- Complete a Joint inspection of the empty Fuel Tanker Check and Seal all the valves of the Oil Tanker tightly.
- Start the Fuel loading.
- Take measurement.
- Seal the Cover and move to destination

The Successful Tenderer have to receive High Speed Diesel oil from Godnail/ Fatulla depot and make delivery of the the same to the RPCL's storage tank located at RPCL-Gazipur 105 MW Power Plant and RPCL-Gazipur 52.194 MW Power Plant, Kadda, Gazipur.

### Equipment and Consumables

Tenderers shall own or have proven access to hire or lease of the major construction equipment, in full working order as follows:

No	Equipment Type and Characteristics	Minimum Number Required
01	Tank Lorry	At least two (02) calibrated Tank Lorries with a minimum capacity of 9 kl.

## Requirements for Service Provider's Staff and Labor

A Project Manager, Engineer, and other key staff shall have the following qualifications and experience:

No	Position	Total Works Experience (Years)	Experience in similar works (Years)
01	Manager	10	5
02	Driver	10	05
03	Assistant / Helper	03	01

## Performance Monitoring

### 1. Objective:

The Representatives of the Employer and the Service Provider shall meet at the management level at least once every three months or as often as necessary to review the performance of the services provided with a view to ensuring quality standard in the services. The two parties shall have shared responsibilities in optimizing the resources and facilities that have been deployed for the service.

### 2. Progress Meetings

The Employer shall designate an officer from the Project office who is involved in one way or the other in the administration of the cleaning services at the organizational level.

Progress meetings are meant to review on the services provided to the organization as a whole and they are not meant to substitute the regular consultations and meetings that are usually held at ground level for day to day matters.

The scope of work of the designated officer shall be for:

- (a) reviewing major shortcomings that have occurred on the sites in the past months and measures taken thereon;
- (b) taking cognizance of complaints made by the Employer's representatives and action taken by the Service Provider;
- (c) attending to weaknesses in respect of facilities deployed by the Service Provider on the sites and need for improvement;
- (d) assessing the arrangements made by the Service Provider in terms of human resource and logistics; and
- (e) attending to other matters related to contractual obligations of the Service Provider.

Appropriate records of the Progress Meetings shall be kept by the officer. Performance of Service Provider will be certified by this officer which shall be the basis for quarterly payment to the Service Provider.

## Drawing

None