

ADB Loan No. 4348-BAN
Improving Computer and Software Engineering
Tertiary Education Project (ICSETEP)



Executing Agency:
Secondary and Higher Education Division of the
Ministry of Education acting through
University Grants Commission (UGC) of Bangladesh

REQUEST FOR QUOTATION for
NONCONSULTING SERVICES

*For projects governed by Procurement Regulations for ADB Borrowers:
Goods, Works, Nonconsulting and Consulting Services (2017)*

Package No: PMU/NCS-1 (DPP: NCS-1, Lot-1)
Package Name: Hiring of Cross-Country Vehicle (4WD) for PMU at
UGC

Invitation for Tender No: UGC/ICSETEP/Vehicle Hire/01 (Retender)

Issued on: 21 May 2024

Deadline for Quotation Submission: 02 June 2024 03:30 PM

REQUEST FOR QUOTATION – NONCONSULTING SERVICES

Project Title : Improving Computer and Software Engineering Tertiary Education Project

Source of Funding: Asian Development Bank (ADB) and Government of Bangladesh (GoB)

Package No. : PMU/NCS-1 (DPP: NCS-1, Lot-1)

Package Name : Hiring of Cross-Country Vehicle (4WD) for PMU at UGC

Date of Issue of Request: 21/05/2024

To :

Sir/Madam:

1. The Improving Computer and Software Engineering Tertiary Education Project (ICSETEP) hereby requests you to submit price quotation for the performance of the services described in the **Scope of Services** attached as **Appendix A** in these documents. If you, however, have been associated with the preparation of this **Scope of Services** that is the subject of this request, you shall be disqualified.

To assist you in the preparation of your price quotation we enclose, in addition to the **Scope of Services**, the **Form of Quotation** and form of **Contract** are also attached.

2. If you/your firm, however, falls under any of the following conditions, your proposal shall not be considered:
 - (a) you/your firm are/is not a citizen/national of an ADB member country (<https://www.adb.org/who-we-are/about>), or
 - (b) you/your firm have/has been associated with the firm that prepared the terms of reference or engaged in the preparation of the Project for which the contract that is subject of this request for quotations was identified, or
 - (c) you/your firm are/is owned by the Client, or
 - (d) you/your firm are/is currently sanctioned or temporarily suspended by the Asian Development Bank for a violation of its [Anticorruption Policy](#) (1998, as amended to date) or
 - (e) the contracting of services from your country or any payment to persons or entities in your country is prohibited in compliance with a decision of the United Nations Security Council under Chapter VII of the Charter of the United Nations.
3. To be qualified, you must have experience as a Service Provider of the services covered by this **Request for Quotation**. As evidence, you must attach a document of your experience as Service Provider in at least one contract of size (contract amount) and nature similar to the requirements of this contract providing vehicle rental services to development projects/government/international organizations, development partners, such as ADB, World Bank etc. The value of the similar contract to substantiate the similar experience shall be at least BDT 60,00,000 (Sixty Lac).
4. Your quotation should be submitted in accordance with the following instructions, procedures, and the terms and conditions of the **Contract**.

Preparation of Quotations

- (a) Your price quotation shall be for all the items as described in the **Scope of Services**, and submitted only in the attached **Form of Quotation**. The currency of quoted prices and payment

shall be in Bangladeshi Taka (BDT).

- (b) You shall submit only one set of quotations for the above items. Your quotation must be typed or 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.
- (c) You shall submit one original of 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.
- (d) Your quotation(s) should be valid for a period of 30 days from the deadline for submission of the quotation(s) as indicated below. If you withdraw your quotation during the validity period and/or refuse to accept the award of a contract when and if awarded, then you will be excluded from the list of Service Providers for the project for two years.
- (e) In addition to the form of the quotation, your quotation shall be accompanied with the following documents:
 - i. the Price Schedule;
 - ii. the written confirmation authorizing the signatory of the Quotation;
 - iii. a copy of valid Trade License;
 - iv. copies of Tax Identification Number (TIN) and Value Added Tax (VAT) registration number or Business Identification Number (BIN) as a proof of fulfilment of your taxation obligations;
 - v. financial solvency certificate from any scheduled Bank;
 - vi. documentary evidence as stated under serial 3 above establishing your minimum qualifications (experience) required for due performance of the services under the Contract;
 - vii. specification of the vehicle to be deployed for providing the services complying with the requirements as specified in the Scope of Services under Appendix A.
 - viii. brochure/catalog of the proposed vehicle.

Submission and Opening

- (f) Your **Form of Quotation** should be submitted by **02 June 2024 at 3:30 PM** with the required documents that should be signed, sealed in an envelope and addressed to and delivered to the following address:

Client's Address : Project Director, ICSETEP,
Room 613, UGC Bhaban, Agargaon,
Sher-e-Bangla Nagar, Dhaka-1207, Bangladesh
Telephone : +880-1714087205

- (g) Quotations shall be opened in public, in the presence of participating Service Providers' representatives who choose to attend, on **02 June 2024 at 4:00 PM** and at the following address.

Office of the Project Director, PMU, ICSETEP,
Room 613, UGC Bhaban, Agargaon, Sher-e-Bangla Nagar, Dhaka-1207, Bangladesh.

Evaluation and Comparison

- (h) Quotations determined to be substantially responsive to this **Request for Quotation** will be evaluated by comparison of their offer prices. A quotation is not substantially responsive if it contains material deviations or reservations to the terms, conditions, and specifications in this **Request for Quotation**.

- (i) In evaluating the quotations, the Client will adjust for any arithmetical errors as follows:
- (i) where there is a discrepancy between amounts in figures and in words, the amount in words will govern; and
 - (ii) where there is a discrepancy between the unit rate (where applicable) and the line item total resulting from multiplying the unit rate by the quantity, the unit rate as quoted will govern; and

If you refuse to accept the correction/(s), your quotation will be rejected.

Award of Contract

- (j) The Client shall award the contract to the Service Provider whose quotation has been determined to be substantially responsive to this Request for Quotation and who has offered the lowest price quotation.
 - (k) The Service Provider whose quotation has been accepted will be notified by the Client within 30 days from the date of submission of quotation through the return of a copy of the **Form of Quotation** with **Acceptance** signed by the authorized representative of the Client.
 - (l) The successful Service Provider shall sign the **Contract** governed by the annexed **Contract Terms and Conditions**.
5. Further information can be obtained from:
- Name : Dr. Md. Aminul Haque Akhand, Project Director, ICSETEP
Address : Room 613, UGC Bhaban, Agargaon,
Sher-e-Bangla Nagar, Dhaka-1207, Bangladesh
Telephone : +880-1714087205
E-mail : pd-icsetep@ugc.gov.bd
6. The Client intends to apply funds from the **Asian Development Bank (ADB)** for eligible payments under the **Contract** resulting from this **Request for Quotation**.
7. Under [ADB's Anticorruption Policy](#) (1998, as amended to date) Service Providers shall observe the highest standard of ethics during the procurement and execution of such contracts. ADB may reject a proposal for award, and may impose sanctions or other remedial actions on parties involved, if it determines that the Service Provider recommended for award or any other party, directly or through an agent, has engaged in corrupt, fraudulent, collusive, coercive, or obstructive practices or other integrity violations in competing for, or in executing, the Contract. At the time of submission of your quotation, you should not be in ADB's sanctions list. A firm/individual shall not be eligible to participate in any procurement activities under an ADB-financed, -administered, or -supported project while under temporary suspension or debarment by ADB pursuant to its Anticorruption Policy, whether such debarment was directly imposed by ADB, or enforced by ADB pursuant to the Agreement for Mutual Enforcement of Debarment Decisions.
8. You/your firm, joint venture partners, associates, parent company, affiliates or subsidiaries, including any subcontractors or suppliers for any part of the Contract, are not, or have never been, temporarily suspended, debarred, declared ineligible, or blacklisted by the client's country, any international organization, and other donor agency.

If so debarred, declared ineligible, temporarily suspended, or blacklisted, please state details (as applicable to each joint venture partner, associate, parent company, affiliate, subsidiaries, subcontractors, and/or suppliers):¹

¹ Any such disclosure shall be forwarded by the Client to ADB.

- (a) Name of Institution: _____
- (b) Period of debarment, ineligibility, or blacklisting (start and end date): _____
- (c) Reason for the debarment, ineligibility, or blacklisting: _____

9. You/your firm's, joint venture partners', associates', parent company's affiliates' or subsidiaries', including any subcontractors' or suppliers', key officers and directors have not been [charged or convicted] of any criminal offense (including felonies and misdemeanors) or infractions/violations of ordinance which carry the penalty of imprisonment.

If so charged or convicted, please state details:²

- (a) Nature of the offense/violation: _____
- (b) Court/Area of jurisdiction: _____
- (c) Resolution (i.e. dismissed; settled; convicted/duration of penalty): _____
- (d) Other relevant details:

10. You/your firm understands that it is your obligation to notify ADB should you/your firm, joint venture partners, associates, parent company, affiliates or subsidiaries, including any Subcontractors or Suppliers, be temporarily suspended, debarred or become ineligible to work with ADB or any other multilateral development banks, the client's country, international organizations, and other donor agencies, or any of your key officers and directors be charged or convicted of any criminal offense or infractions/violations of ordinance which carry the penalty of imprisonment.

11. Any misrepresentation that knowingly or recklessly misleads, or attempts to mislead may lead to the automatic rejection of the quotation/bid or cancellation of the contract, if awarded, and may result in remedial actions, in accordance with ADB's Anticorruption Policy (1998, as amended to date) and Integrity Principles and Guidelines (2015 as amended from time to time).

12. A bidder shall not have a conflict of interest. All bidders found to have a conflict of interest shall be disqualified.

13. Please confirm by fax/e-mail the receipt of this request and whether or not you will submit the price quotation(s).

Sincerely,

Dr. Md. Aminul Haque Akhand
Project Director, ICSETEP

² Any such disclosure shall be forwarded by the Client to ADB.

FORM OF QUOTATION (Nonconsulting Services)

_____ [date]

To: _____ [Client's Name]
_____ [Client's Address]

We offer to execute the _____ [name and number of Contract] in accordance with the **Contract Terms and Conditions** and the **Scope of Services** accompanying this Quotation for the Contract Price of _____ [amount in words and numbers] (_____) [name of currency] _____.

We offer to execute the contract named: "**Hiring of Cross-Country Vehicle (4WD) for PMU at UGC**", package no. **PMU/NCS-1 (DPP: NCS-1, Lot-1)** in accordance with the **Contract Terms and Conditions** and the **Scope of Services** accompanying this Quotation for the Contract Price not to exceed _____ [amount in words and numbers] BDT _____ in accordance with **Price Schedule** annexed to the **Scope of Services**.
[Note: Attach a *Price Schedule form* to the *Scope of Services*.]

We propose to complete the performance of the services described in the **Contract** within the Completion Period indicated in the priced **Scope of Services**.

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 condition imposed by the **Request for Quotation** document.

We: (a) are a national of an ADB member country; (b) have not been associated with the firm that prepared the terms of reference or engaged in the preparation of the Project for which the contract that is subject of this request for quotations was identified; (c) are not owned by the Client; (d) are not currently sanctioned or temporarily suspended by the Asian Development Bank; and (e) to the best of our knowledge, is not prohibited from being contracted in compliance with a decision of the United Nations Security Council.

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

ACCEPTANCE

The Client accepts the Service Provider's offer to provide the service.

Name of Client : _____

Authorized Signature : _____

Name of Signatory : _____

Title of Signatory : _____

Date : _____

PRICE SCHEDULE

Project Title: Improving Computer and Software Engineering Tertiary Education Project (ICSETEP)
 Package No.: PMU/NCS-1 (DPP: NCS-1, Lot-1)
 Package Name: Hiring of Cross-Country Vehicle (4WD) for PMU at UGC

Item No.	Item or Activity	Unit	Quantity	Unit Price ¹ in BDT (in Figure / Word)	Amount ¹ in BDT
Requirements for the Scope of Services		Estimated for the Contract Period		<i>Blank cells to be filled in by the Quotationer (Service Provider)</i>	
1	2	3	4	5	6 = 4 x 5
A. Vehicle Rent and Operating Costs/Expenses:					
1.	Rent* of Cross-Country Vehicle (4WD) including Driver's Remuneration for total 48 months <i>(includes all kinds of expenses to keep the vehicle in high quality working condition up to the satisfaction of the Client.)</i>	-	-	-	-
1.1	Rent* of Cross-Country Vehicle (4WD) including Driver's Remuneration for 1 st Year (1 July 2024 – 30 June 2025).	Month	12		
1.2	Rent* of Cross-Country Vehicle (4WD) including Driver's Remuneration for 2 nd Year (1 July 2025 – 30 June 2026).	Month	12		
1.3	Rent* of Cross-Country Vehicle (4WD) including Driver's Remuneration for 3 rd Year (1 July 2026 – 30 June 2027).	Month	12		
1.4	Rent* of Vehicle Cross-Country Vehicle (4WD) Driver's Remuneration for 4 th Year (1 July 2027 – 30 June 2028).	Month	12		
2.	Operating Costs/Expenses** <i>(based on offered fuel (Octane/Petrol/Diesel) unit price effective on 1 May 2024 (reference date). The unit price may be revised if fuel price significantly changes in the contract duration.)</i>	Km	74,000		
-	-	-	Sub-Total A =		
B. Provisional Sums for reimbursable items (not for rate quotation):					
<i>These are lump-sum allocations within total contract amount for monthly reimbursable payments during contract duration.</i>					
1.	Overtime Allowances for the Driver –Paid on reimbursement basis for actual hours of work with documentary evidence of vehicle log sheet signed by project official. <i>Note: Overtime payment criteria of the driver have been described in the Scope of Services in Appendix A under Payment Terms and</i>	Hour	4,224	100.00 (One hundred)	422,400.00

Item No.	Item or Activity	Unit	Quantity	Unit Price ¹ in BDT (in Figure / Word)	Amount ¹ in BDT
	<i>Conditions.</i>				
2.	Daily Allowances for the Driver for each night-stay outside duty station (Dhaka) includes food, incidental expenses and accommodation <i>–Paid on reimbursement basis for actual night-stays with documentary evidence of vehicle log sheet signed by project official.</i> <i>Note: Daily allowances criteria of the driver has been described in the Scope of Services in Appendix A under Payment Terms and Conditions.</i>	Night	100	1,000.00 (One thousand)	100,000.00
3.	Actual Road Expenses, such as: Road/Bridge/ Flyover Toll, Ferry Toll or Parking expenses. <i>–Paid on reimbursement basis with documentary evidence of vehicle log sheet.</i> <i>Note: Road expenses criteria has been described in the Scope of Services in Appendix A under Payment Terms and Conditions.</i>	L.S	-	-	200,000.00
-	-	-		Sub-total B =	722,400.00
²Total Price (A+B) in Figure =					
²Total Price in Words:					
<p>* Monthly rental charge includes the designated vehicle itself and it's temporary replacement vehicle being equal or better quality subject to acceptance by the Client in cases of maintenance or repair of designated vehicle, it's daily cleaning and washing; all kinds of routine and periodic maintenance; repair/replacement of parts as needed to keep the vehicle in high quality working condition up to the satisfaction of the Client; and remuneration of the designated Driver in compliance with the Scope of Services which requires to provide a temporary replacement Driver having equal or higher skills, qualifications and experiences in cases of absence of the designated Driver due to leave, sickness or any other reason.</p> <p>** Operating cost includes fuel and other lubricants, and any other cost required to operate the vehicle in good condition. The unit price may be revised if fuel price significantly changes in the contract duration.</p> <p>*** Quotationer (Service Provider) must submit complete vehicle information along with the Quotation including a statement of approximate "Km run per liter of Octane/Petrol/Diesel (as applicable)" for the proposed/offered vehicle.</p>					
<p>¹Unit Prices shall remain fixed over the entire contract period except "Operating Costs/Expenses". Unit Price and Amount (quantity x unit price) for each item shall be entered by the Quotationer (Service Provider) which shall be inclusive of all kinds of applicable taxes, custom or any other duties, fees, levies, VAT, applicable income taxes and other charges payable by the Service Provider under the Contract; profit and overhead expenses for the Services mentioned in the Price Schedule.</p>					
<p>²Total Price in figure and words shall be entered by the Quotationer summing "Amount"s for all items.</p>					

Technical Specification of the Vehicle

Project Title: Improving Computer and Software Engineering Tertiary Education Project (ICSETEP)
 Package No.: PMU/NCS-1 (DPP: NCS-1, Lot-1)
 Package Name: Hiring of Cross-Country Vehicle (4WD) for PMU at UGC

The Quotationer (Service Provider) shall propose/offer a Vehicle suitable for rendering the Scope of Services in Appendix A and in compliance with the key technical specifications provided below.

Sl.	Required Technical Specification	Technical Specification of Quotationer's Proposed/Offered Vehicle*
1	Brand: Internationally reputed brand.	
2	Model: 4WD model, should be suitable for Bangladeshi road and weather condition.	
3	Country of Manufacture and Assembly: Any ADB member Country.	
4	Year of Manufacture: 2017 or Later.	
5	Year of Registration in Bangladesh: 2017 or Later.	
6	Vehicle Description: Hard Jeep, Minimum 4 Doors and minimum 180mm ground clearance.	
7	Seating Capacity: Minimum 5 Seat (including driver) with adjustable passenger's seats.	
8	Drive Type: Four Wheel Drive (4WD) or All-Wheel Drive (AWD)	
9	Cylinder Capacity: 1950 cc or More	
10	Transmission: Automatic or Manual.	
11	Fuel: Octane / Petrol / Diesel	
12	Air Condition: front and rear, dual-zone automatic temperature control.	
13	Important Features: Anti-lock Braking System, Airbags with front and side impact.	
14	Body Color: Any dark color except Red and White.	
15	Sample Photo: Outside and Inside pictures of the proposed vehicle should be submitted.	

*Information under this column to be mentioned by the Quotationer (Service Provider)

**Quotationer (Service Provider) must submit complete vehicle information along with the Quotation including a statement of approximate "Km run per liter of Octane/Petrol/Diesel (as applicable)" for the proposed/offered vehicle.

CONTRACT

Name of Country: Bangladesh

Project Name: Improving Computer and Software Engineering Tertiary Education Project (ICSETEP)
Client: University Grants Commission (UGC) represented by the Project Director, ICSETEP

Package/Contract Title: **Hiring of Cross-Country Vehicle (4WD) for PMU at UGC**

Package/Contract No.: **PMU/NCS-1 (DPP: NCS-1, Lot-1)**

This Contract is entered into on _____[date]__ day of _[month]_,_ [year]____, between _____[name of Client]_____ (hereinafter called “the Client”) on the one part, and _____[name of Service Provider]_____ (hereinafter called “the Service Provider”) on the other part.

Whereas the Client has requested a quotation for _____ [description of services] to be performed by the Service Provider in accordance with the **Contract**, and has accepted the Quotation by the Service Provider in the amount of ____ [amount in words] ____ [amount in figures] hereinafter called “the Contract Price”.

The Client and the Service Provider agree as follows:

1. The following documents shall be deemed to form and be read and construed as part of this Contract, viz:
 - a) **Form of Quotation**, with **Scope of Services** as included in **Appendix A and Price Schedule**; and
 - b) **Contract Terms and Conditions**;
2. Taking into account payments to be made by the Client to the Service Provider as hereinafter mentioned, the Service Provider hereby enters into this Agreement with the Client to execute and complete the performance of services under the Contract.
3. The Client hereby agrees to pay, in consideration of the successful performance of the services, the **Contract Price** as indicated and accepted in the **Form of Quotation**, under payment terms stipulated in the **Contract Terms and Conditions**.

IN WITNESS whereof the parties hereto have executed the **Contract** under the laws of _____ [country of Client] on the date indicated above.

Signature and seal of the Client:
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

CONTRACT TERMS AND CONDITIONS

Project Name: Improving Computer and Software Engineering Tertiary Education Project (ICSETEP)
Client: Project Director, ICSETEP

Package/ Contract Title: **Hiring of Cross-Country Vehicle (4WD) for PMU at UGC**
Package/Contract No.: **PMU/NCS-1 (DPP: NCS-1, Lot-1)**

1. Definitions

- (a) "Contract" means the agreement entered into between the Client and the Service Provider, together with the Contract Documents referred to therein, including all attachments, appendixes, and all documents incorporated by reference therein.
- (b) "Contract Documents" means the documents listed in the Contract, including any amendments thereto.
- (c) "Contract Price" means the price payable to the Service Provider as specified in the Contract, subject to such additions and adjustments thereto pursuant to the Contract.
- (d) "Completion" means the fulfilment of the committed services by the Service Provider in accordance with the terms and conditions set forth in the Contract.
- (e) "Client" means the entity purchasing the Services.
- (f) "Services" means the services the Service Provider will perform as specified in the Scope of Services in Appendix A.
- (g) "Service Provider" means the natural person, private or government entity, or a combination of the above, whose bid to perform the Contract has been accepted by the Client and is named as such in the Contract.
- (h) "ADB" is the Asian Development Bank.

2. Applicable Law

The Contract shall be interpreted in accordance with the laws of the Client's country.

3. Language

All communications and documents related to the Contract shall be in English.

4. Assignment

Any assignment of this Contract or of any rights hereunder, in whole or in part without the prior written consent of the Client shall be void.

5. Fraud and Corruption

This Contract shall be covered by the provisions of [ADB's Anticorruption Policy](#) (1998, as amended to date) and [Integrity Principles and Guidelines](#) (2015, as amended from time to time) that requires Borrowers (including beneficiaries of ADB-financed activity), as well as Service Providers and Contractors under ADB-financed contracts, to observe the highest standard of ethics during the procurement and execution of such contracts.

6. Performance of the Services

The Service Provider shall carry out the Services with due diligence and efficiency and shall furnish to the Client such information related to the Services as the Client may from time to time reasonably request. The Service Provider shall at all times cooperate and coordinate with the Client with respect to the performance of the Services.

7. Required Performance Standards (with attachments as necessary to be prescribed by Client.)

- (a) General Description
- (b) Specific Standards

(c) Performance Parameters

Service Provider confirms compliance with above standards and parameters.

8. Service Completion Schedule

The services should be completed as per schedule indicated in the **Scope of Services** but not exceeding 48 (forty eight) months from the date of signing of contract.

9. Fixed Contract Price

The prices indicated in the **Form of Quotation** are firm and fixed and not subject to any adjustment during contract performance, subject to Clause 11 [Payment] below following the provisions of the Price Schedule.

10. Taxes and Duties

The Service Provider shall be entirely responsible for all taxes, duties, license fees, etc., incurred until completion of the services to the Client.

11. Payment

Upon submission by Service Provider of claim and subsequent verification of the claim by Client, payment of the contract price shall be made in the following manner:

- (a) In accordance with the Price Schedule, the amount resulting from multiplying the claimed and verified quantity of the item or activity with the unit price indicated in the accepted Form of Quotation.
- (b) Payment will be made on monthly basis at the end of each calendar month within 14 (fourteen) days after the claim verified and accepted the Client.
- (c) Further details of "Payment Terms and Conditions" provided in Appendix A, the Scope of Services.

12. Resolution of Disputes

The Client 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 an unresolved dispute, the dispute shall be settled in accordance with the provisions of the Arbitration Act 2001 of Bangladesh.

13. Independent Service Provider

Nothing contained in this Contract shall be construed as establishing or creating the relationship of master and servant, employer and employee or principal and agent between the Client and the Service Provider, or his employees or agents or other persons engaged by the Service Provider to perform any of the services.

14. Intellectual Property Rights

Intellectual Property Rights: (a) The Service Provider shall indemnify the Client from and against any and all claims, liabilities, obligations, losses, damages, penalties, actions, judgments, suits, proceedings, demands, costs, expenses and disbursements of whatsoever nature that may be imposed on, incurred by or asserted against, the Client during or in connection with the Services by reason of: (i) infringement or alleged infringement by the Service provider of any patent or other protected right, or (ii) plagiarism or alleged plagiarism by the Service provider.

15. Failure to Perform

The Client may terminate the Contract if the Service Provider fails to perform the services, in accordance with the above terms and conditions, in spite of a 14-day notice given by the Client, without incurring any liability to the Service Provider. In the event of such termination, the amount due under the Contract shall be subject to equitable adjustment.

16. Termination Due to Integrity Violation

The Client may terminate this Contract, in whole or in part, if the Service Provider, in the judgment

of the Client has engaged in integrity violations in accordance with Clause 5 [Fraud and Corruption], in competing for or in executing this Contract.

17. Other Grounds for Termination

The Client may also terminate this Contract, in whole or in part, if the Service Provider becomes insolvent, bankrupt or gives the Client reasonable evidence of its inability to complete the Services as specified, or fails to correct any non-conformity in the Services or performs in bad faith by willfully not observing the terms and conditions of this Contract.

18. Force Majeure

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.

- (a) 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 Client in its sovereign capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions, and freight embargoes.
- (b) If a Force Majeure situation arises, the Service Provider shall promptly notify the Client in writing of such condition and the cause thereof. Unless otherwise directed by the Client 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.

19. Accounts and Records

- (a) The Service Provider shall keep accurate and systematic accounts and records in respect of the Services in such form and detail as are customary in its profession and are sufficient to establish accurately that the costs have been duly incurred.
- (b) Notwithstanding anything to the contrary stated herein, the Service Provider shall maintain accounts and records, including original receipts, invoices and other supporting documents evidencing payments made by the Service Provider under this Contract, for the period of the Services and for a period no less than 3 years after the expiration or termination of this Contract.
- (c) The Service Provider shall permit ADB to inspect the accounts, records, and other documents relating to the submission of bids and contract performance of the Service Provider and to have them audited by auditors appointed by ADB.

20. Suspension of ADB Loan or Credit.

In the event that ADB suspends the Loan or Credit to the Client, from which part of the payments to the Service Provider are being made, the Client is obligated to notify the Service Provider, with copy to the Client's representative, of such suspension within 7 days of having received ADB's suspension notice.

21. Termination Notice Due to Non-payment

If the Service Provider has not received payments due within the 28 days as provided for in Clause 11 [Payment], the Service Provider may immediately issue a 14-day termination notice.

SCOPE OF SERVICES

Package/ Contract Title: **Hiring of Cross-Country Vehicle (4WD) for PMU at UGC**
 Package/Contract No.: **PMU/NCS-1 (DPP: NCS-1, Lot-1)**

1. Background

The Improving Computer and Software Engineering Tertiary Education Project (ICSETEP) will support the government's efforts in increasing human resource capacity for Digital Bangladesh with the aim to strengthen the quality and relevance of computer science engineering (CSE) and information technology (IT) higher education programs to provide increased number of qualified graduates for IT industry. ICSETEP will improve industry responsiveness of tertiary level CSE/IT education in selected university departments, namely, (i) Institute of Information Technology (IIT) at University of Dhaka (DU); (ii) CSE department at Bangladesh University of Engineering and Technology (BUET); and (iii) CSE department at Jashore University of Science and Technology (JUST). For project implementation purposes, officials of Project Management Unit (PMU) of ICSETEP, who are directly involved with the project implementation functions should be provided necessary transport facilities for their official uses within the Dhaka City and occasionally in other districts. Frequent site visits will be required by the PMU officials in Dhaka City for overseeing the project implementation in BUET and University of Dhaka and also outside Dhaka for visiting JUST in Jashore. Under this project there are also Research and Development Grant (RDG) for all Universities in Bangladesh. The PMU officials may also require to visit RDG implementation in the Universities located anywhere in the Bangladesh. Hence a cross country 4WD vehicle has been provisioned under the project implementation.

2. Purpose of the Service

The main purpose of hiring vehicle services is to provide transport facilities to the officials of Project Management Unit (PMU) of ICSETEP for their official uses within the Dhaka City and official tour to another project location Jashore and also any other universities under the project implementation. One Service Provider firm will be engaged under this contract to provide a trouble-free transport facility for the PMU at the designated places during the entire hired period.

3. Areas included in the Scope of Services

The area of operation of the vehicle will be predominantly in Dhaka City and Jashore district, and other parts of the country as required.

4. Detailed Specification of the cross-country vehicle:

The Service Provider shall propose/offer a Vehicle suitable for rendering the Scope of Services in Appendix A and in compliance with the key technical specifications provided below.

Sl.	Required Technical Specification
1	Brand: Internationally reputed brand.
2	Model: 4WD model, should be suitable for Bangladeshi road and weather condition.
3	Country of Manufacture and Assembly: Any ADB member Country.
4	Year of Manufacture: 2017 or Later.
5	Year of Registration in Bangladesh: 2017 or Later.
6	Vehicle Description: Hard Jeep, Minimum 4 Doors and minimum 180mm ground clearance.
7	Seating Capacity: Minimum 5 Seat (including driver) with adjustable passenger's seats.
8	Drive Type: Four Wheel Drive (4WD) or All-Wheel Drive (AWD)
9	Cylinder Capacity: 1950 cc or More

10	Transmission: Automatic or Manual.
11	Fuel: Octane / Petrol / Diesel
12	Air Condition: front and rear, dual-zone automatic temperature control.
13	Important Features: Anti-lock Braking System, Airbags with front and side impact.
14	Body Color: Any dark color except Red and White.
15	Sample Photo: Outside and Inside pictures of the proposed vehicle should be submitted.

5. Duration of the Contract

Contract Period may be from **01 July 2024** to **30 June 2028** or any other period as may be subsequently agreed by the parties in writing. The contract will be for **48 Months** from the date of signing of the contract and may be extendable to any other period based upon satisfactory performance and requirement of the Client at the same rates and on similar terms and conditions. However, for extension of contract mutual written consent will be necessary.

6. General Activities

The Service Provider must perform their duties as specified in the terms and conditions, failing which the incumbent shall be replaced in one month's notice.

6.1 Daily Activities:

Following daily activities are required to be performed by the Service provider:

- a) The vehicle will be used on all Bangladesh government working days, termed as "duty-days", and some government holidays as per need, termed as "holiday duty-days", which could be about 25 days in a calendar month on an average and service will be considered on monthly basis.
- b) The Service Provider will provide a designated driver along with the designated vehicle for every duty-day from morning 8 am to at least evening 6 pm which will be considered as "regular duty-hours" which shall normally extend until 8 or 9 pm or more as needed.
- c) The Driver will be entitled for overtime allowances: (i) for working hours beyond "regular duty-hours" on "duty-days", and (ii) full working hours on "holiday duty-days".
- d) The Service Provider will ensure the availability of the vehicle and the designated driver all the time on every duty-day as per the requirement of concerned officer using the vehicle; and provide a temporary replacement Driver having equal or higher skills, qualifications and experiences in cases of absence of the designated Driver due to leave, sickness or any other reason; and cost of which shall be deemed included in the monthly rental charges.
- e) The Service Provider will ensure provided vehicle's daily cleaning and washing; all kinds of routine and periodic maintenance; repair/replacement of parts as needed to keep the vehicle in high quality working condition up to the satisfaction of the Client; and cost of which shall be deemed included in the monthly rental charges.
- f) The Service Provider will also provide a temporary replacement vehicle being equal or better quality subject to acceptance by the Client in cases of maintenance or repair of designated vehicle; and cost of which shall be deemed included in the monthly rental charges.
- g) In case of unforeseen breakdown/non-availability of the vehicle or refusal of the driver to run the vehicle during any trip alternate arrangement will be made by the Service Provider immediately, failing which alternate arrangement will be made by the Client and the cost of hire at market rate will be recovered from the Service Provider's bills/claims.
- h) The Service Provider will be responsible for providing fuel daily at his own cost which will be reimbursed on monthly basis as per Km recorded on "Log Book" of the vehicle used by the client.
- i) At the end of the day when the duty completed, the vehicle will be parked at the Service Providers' premises or Client premises or any other place(s) agreed by both parties so that the Km record will be minimized.

6.2 Weekly Activities:

Following weekly activities are required to be performed by the Service provider:

- a) Monitor the Drivers/Staff's performance.
- b) Ensure that the vehicle's "Log Book" is maintained properly.
- c) Confirm the following week's duty roster of each vehicle (either it is operated on monthly basis or on call basis) set by the Client.
- d) Maintain the vehicle in high quality operating condition.

6.3 Monthly Activities:

Following monthly activities are required to be performed by the Service provider:

- a) Evaluate performance of the provided Drivers/Staff.
- b) Substitute non-performing or below-performing Driver/Staff immediately as per requirement.
- c) Pay the agreed remuneration amount to the provided Driver(s) within 5(five) working days after each month.
- d) Timely submit monthly bill/claim to the Client within 10(ten) working days after each month with all documentary evidences as required including confirmation of payment to the Driver(s).
- e) Complete monthly maintenance of the vehicle for high quality operating condition.

6.4 Every Six Months:

Following half-yearly activities are required to be performed by the Service provider:

- i. Check the quality and performance of the provided Vehicles thoroughly at least twice, provide a status report to the Client and substitute Vehicles whose status is not satisfactory as per Client's requirement.
- ii. Evaluate performance of the provided Driver(s) and substitute Driver(s) whose performance is not satisfactory.
- iii. Meeting with project director or representative (at least twice) for reporting and feedback.

7. Specific Activities

Following specific activities are required to be performed by the Service provider:

- a) The service provider shall take care of the welfare of the provided Driver(s)/ related Staffs.
- b) The service provider shall ensure alternative arrangement in case the assigned driver is to be on leave or absence due to any reason.
- c) The service provider shall consider the annual increment of the driver on a reasonable basis.
- d) The Service Provider will undertake all repair and maintenance work of the vehicle.
- e) Operation and function of vehicles and Driver(s)/Staffs shall be governed by the law of the land.
- f) The Service Provider will abide by all the Rules and Regulations as per law of the land regarding the safety of the passenger(s).
- g) The Service Provider will be responsible for trouble free service during the entire hired period including registration of vehicle, payment for any taxes, fitness, road permit, insurance, garage rent of the vehicle, etc. and other related expenses.
- h) The Service Provider will be liable to maintain the vehicle in good running condition at all time during the contract period. In case of breakdown, accident, under repair or any other fault, the Service Provider will provide replacement of the same standard other vehicle immediately.
- i) A Log Book will be provided by the Client for each vehicle, which will be maintained with all details by the driver who shall obtain the signature of the concerned officer using the vehicle for each journey.
- j) The Service Provider will not transfer any obligation under the Contract to any other person/firm/agency in any manner. The Service Provider shall not be permitted to transfer their rights and obligations under the contract to any other person/organization or otherwise.
- k) The Service Provider will indemnify the Client against all other damages/charges and expenses for which the Government may be held liable or pay on account of the negligence of the Service Provider or it's staff or any person under it's control whether in respect of accident, injury to the person or damages to the property of any member of the public or any person or in executing the work or otherwise and against all claims and demand thereof. The Client shall not be responsible financially or otherwise for any injury to the driver or person deployed by the Service Provider during the courses of performing duties. Similarly, the Client will not be liable for damage to the hired vehicle for any reason.

8. Equipment and Consumables

The Service Provider shall make available, at its own cost, all necessary equipment, machinery and materials as required to adequately perform the services.

9. Minimum requirements for Service Provider's designated Driver:

Work Experience: Minimum 5 (Five) years' working experience as a professional Driver.

Driving License: Authenticated Driving License issued by the Bangladesh Road Transport Authority (BRTA) for appropriate category and class for driving the designated vehicle proposed/offered by the Service Provider.

Validity of Driving License: Minimum 2 (Two) years, preferably validity should be adequate for the entire duration of the Contract.

Language Proficiency: Good to speak, read and write in Bangla. Having good knowledge on all kinds of road signage and directions. Preferable to understand basic English communications related to driving vehicles.

Other requirement(s): non-alcoholic, non-smoker and not addicted with any drugs. The driver should have good behavior and situation handling manners to in any incidental occurrences during duty.

Educational Qualification: Preferably S.S.C pass.

Age: Preferably 25-40 Years

Main Responsibilities:

- a) He/She will be properly dressed during duty, well-disciplined and well behaved.
- b) Always keep his/her Driving License and other relevant documents in the vehicle during duty.
- c) Drive the vehicle following traffic rules of BRTA.
- d) He/She will report with his/her vehicle to the concerned officer using the vehicle at the designated place.
- e) He/She will remain available with his/her vehicle all the time as per duty roster.
- f) He/She will follow the instructions of the concerned officer using the vehicle.
- g) He/She will not leave place of duty without prior permission of concerned officer using the vehicle.
- h) He/She will maintain a log book containing reporting time/km, releasing time/km, over time hours etc. and ensure to sign the log book daily at the end of the duty by the concerned officer using the vehicle.
- i) Ensure proper safety & security of the vehicle and its passenger(s).
- j) His/Her regular office duty will be from 8 am to 8 pm or any other time as per official requirement.

10. Payment Terms and Conditions

- a) No claim for escalation will be entertained during the period of contract.
- b) The remuneration of the driver for the month for which the driver has earned his/her payment shall be paid by the Service Provider within the first week of the following month. The monthly remuneration shall be included in the price quoted by the Service Provider in item #1 of the Price Schedule (Rent of Vehicle including remuneration of driver).
- c) The Service Provider will be responsible for registration of vehicle, payment of any taxes, fitness, road permit, insurance, garage rent of the vehicle, etc. and other related expenses entire hired period.
- d) The Service Provider will be responsible for providing fuel daily at his own cost which will be paid as per Km recorded on Log Book of each vehicle.
- e) Log book containing reporting time/km, releasing time/km etc. to be maintained daily which will be countersigned by the concerned officer using the vehicle and the driver with name.
- f) (i) Only the actual kilometer run traversed by the Client's personnel shall be considered for payment. This will be measured by taking kilometer reading during reporting to and releasing of vehicle by the concerned officer using the vehicle. (ii) Kilometer run on account of travel from garage to reporting place and from releasing place to garage shall not be considered for billing.

Service Provider will accommodate this cost within his quoted unit rate. (iii) Kilometer run from the point of departure of vehicle for maintenance/repairs and for collection of fuel etc. shall not be considered for billing.

- g) Normal duty hour of driver will be 10 (Ten) hours and over ten hours driver will be paid Tk. 100/- per hour as overtime. Overtime hours must be certified by the concerned officer using the vehicle. Total duty hour of the driver in a day will be calculated from the reporting time to the releasing time by the concerned officer using the vehicle.
- h) For use of vehicle outside Dhaka City, driver will be paid Tk. 1,000/- (One thousand) as Daily Allowance for each night stay which includes food, incidental expenses and accommodation. No daily allowance will be paid to the driver if night stay is not required.
- i) The payment will be made on monthly basis on verification of the entries in the log book. The kilometer run for the journeys which are not signed/certified by the concerned officer using the vehicle shall not be payable.
- j) The payment shall be made on monthly basis at the end of each calendar month within 14 (fourteen) days after the claim submitted by the Service Provider verified and accepted the Client. After completion of providing service for each calendar month, the Service Provider shall submit an original Invoice/Bill/Claim with supporting documents and log sheets to ascertain the movement of vehicle.
- k) The cost of consumables, in addition to fuel (Diesel/Petrol/Octane), like Mobil Oil, Brake Oil, and Lubricants etc. will be borne by the Service Provider and shall be deemed covered by the rent of vehicle under the price schedule (item #1)
- l) VAT/Tax shall be deducted from the bill by the Client as per rule as applicable from time to time.
- m) In case of breakdown/non-availability of the vehicle or refusal of the driver to run the vehicle during any trip alternate arrangement will be made by the Service Provider within 1 hour, failing which alternate arrangement will be made by the Client and the cost of hire at market rate will be recovered from the Service Provider's bills.
- n) In case of breakdown, accident, under repair or any other fault, the Service Provider will provide replacement of the same standard other vehicle immediately. If the Service Provider fails to replace, the cost of hire at market rate will be recovered from the Service Provider's bills/claims.
- o) If the Air Cooler (AC) of the vehicle not functioning 30% (thirty percent) payment will be deducted from the monthly hiring charge for that day on proportionate basis.
- p) The Service Provider will pay the road expenses like road/bridge/flyover toll, ferry toll or parking cost etc. during any tour/trip and with proper evidence document that will be reimbursed by the Client during the monthly billing.

11. Templates for Log Book, Driver's Time Sheet for Overtime and Daily Allowances

The Service Provider shall follow the templates approved by the Client for recording "Log Book", "Driver's Time Sheet for Overtime and Daily Allowances" as provided in Annexures- L and T.

**Template for
“Driver’s Time Sheet for Overtime Allowances (OT) and Daily Allowances (DA)”**

Project Name: Improving Computer and Software Engineering Tertiary Education Project (ICSETEP)
Client: Project Director, ICSETEP

Service Provider:

Package/Contract Title: **Hiring of Cross-Country Vehicle (4WD) for PMU at UGC**
Package/Contract No.: **PMU/NCS-1 (DPP: NCS-1, Lot-1)**

Report for Month: July 2024

Driver:

Driving License Expiry: 09-July-2023

Date and Day	Type of Day*	Reporting Time (h:mm)	Closing Time (h:mm)	Total Work Time (h:mm)	Total Time in Decimal Hours	Deduction** (if any)	Overtime (OT) Decimal Hours	Remarks (if DA)
(a)	(b)	(c1)	(c2)	(d1)=(c2)-(c1)	(d2)=(d1) in Hrs	(e)	(f)=(d2)-(e)	(g)
1 June 2024, Saturday	HDD	8:00	18:30	10:30	10.50	0.00	10.50	DA for night-stay at Jashore (if applicable)
2 June 2024, Sunday	DD	8:00	22:00	14:00	14.00	10.00	4.00	Returned to Dhaka
30 June 2024, Sunday	DD	8:00	20:00	12:00	12.00	10.00	2.00	
Total					xxx.xx	xx.xx	xx.xx	

Comments (if any):

Notes: *Type of Day: HDD= Holiday Duty-Day, or DD= Duty-Day or NWD=No Work Day for Govt. Holiday or Weekend (Friday/Saturday).

**Deduction for overtime: 10 hours for “Regular Duty-Hours” on government working days (Sunday-Thursday except weekends and Holidays)

Prepared By:

Checked By:

Verified By:

Approved By:

DPD, ICSETEP

PD, ICSETEP