



**BAKHRABAD GAS DISTRIBUTION COMPANY LIMITED**

(A Company of Petrobangla)

ADO Maijdee, Noakhali.

**REQUEST FOR QUOTATION**

For

None metered Domestic Customer Riser and Internal GI line (Riser point to burner point) Leakage Test and Retest if Necessary at Senbag Upazilla, Noakhali

RFQ No: 28.11.0000.621.31.001.24.123

Date: 23-12-2024

QUOTATION SUBMISSION DATE : 30-12-2024 at 12.00 PM

QUOTATION OPENING DATE : 30-12-2024 at 12.15 PM

Set No: 1

**Sales Department, Noakhali.**

Mobile No. +8801711405172

E-mail: maijdeesales@gmail.com

*Handwritten signature*



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To

1. The **BAKHRABAD GAS DISTRIBUTION COMPANY LIMITED** 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. Quotation is being requested on **Unit-Rate** basis.
3. 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.
4. 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.
5. Quotation in sealed envelope or by fax or through electronic mail shall be submitted to the office of the undersigned **on or before 30-12-2024**. The envelope containing the Quotation must be clearly marked "**None metered Domestic Customer Riser and Internal GI line (Riser point to burner point) Leakage Test and Retest if Necessary at Senbag Upazilla, Noakhali**" and **DO NOT OPEN** before **30-12-2024**. Quotations received later than the time specified herein shall not be accepted.
6. 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.
7. 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.
8. Quotation shall be submitted as per Bill of Quantities of Works and physical services.
9. All Quotations must be valid for a period of at least **2 year** from the closing date of the Quotation.
10. 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.
11. Rates shall be quoted and, subsequent payments under this Contract shall be made in Taka currency. The price offered by the supplier, if accepted shall remain fixed for the duration of the Contract.

*Ram*

12. Supplier 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 & 1.1 Category BGDCL Enlisted contractor**; without which the Quotation may be considered non-responsive.
13. Quotations shall be evaluated based on information and documents submitted with the Quotations, by the Evaluation Committee.
14. In case of anomalies between unit rates or prices and the total amount quoted, in the quotation submitted on Taka/Month basis, the 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. Supplier shall remain bound to accept the arithmetic corrections made by the Evaluation Committee.
15. The execution of Works and physical services shall be completed within **7** days from the date of commencement and shall have to provide uninterrupted service within contract period.
16. Letter inviting the successful Supplier to sign the Contract shall be issued within **7** days of receipt of approval from the Approving Authority. The Contract shall have to be signed within **3** days of issuing such Letter of Invitation. The Defects Liability Period/ warranty period of the product shall be **12 months** starting from the date of commissioning. If any defects occurred, it should be replaced by a new one.
17. 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 Procuring Entity.
18. The Procuring Entity reserves the right to reject all the Quotations or annul the procurement proceedings.



(Engr. Muhammad Shafiul Alam)  
Deputy General Manager (Sales)  
BGDCL, Noakhali  
Date: 23-12-2024  
Mobile No. +8801711405172  
E-mail: maijdeesales@gmail.com

Distribution:

1. Notice Board.
2. Office File.

## Quotation Submission Letter

[Use Letter head Pad]

RFQ No. \_\_\_\_\_

DATE: DD/MM/YY

To:  
Engr. Muhammad Shafiul Alam)  
Deputy General Manager (Sales)  
BGDCL, Noakhali.

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:



[Use Letter head Pad]

None metered Domestic Customer Riser and Internal GI line (Riser point to burner point) Leakage Test and Retest if Necessary at Senbag Upazilla, Noakhali.

## Bill of Quantities

Item No.	Description of Items of Works	Unit	Quantity	Unit rates		Amount
				In figures	In words	
1	2	3	4	5	6	7 = 4x5
1	None metered domestic customer Riser and internal GI line (Riser point to burner point) leakage test and retest if necessary at Senbag Upazilla, Noakhali					
					Total Amount (in figure and words)	

[ Sign of The Contractor/Supplier]

*Ram*

## 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:

WHERE as 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 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 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 where of 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/Supplier shall have to commence the Works within **[03 days]** days of signing of the Contract Agreement and complete in conformity in all respects with the provisions of the Contract within **[7 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 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. 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.
14. 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.
15. The Procuring Entity Shall Take-Over the Site and the Works not later than seven (7) working days of issuing the Completion Certificate.
16. The Procuring Entity may issue a notice for correction of Defects within fourteen (14) days to the Contractor's, it necessary.
17. The Defects Liability Period/ warranty period of the Works shall be **12 months** starting from the date of commissioning. If any defects occurred, it should be replaced by a new one.

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18. If the Contractor/Supplier has not corrected a Defect within the time specified in the Procuring Entity's notice, the Procuring Entity shall assess the cost of having the Defects corrected by it, and the Contractor/Supplier shall remain liable to pay the expenditures incurred on account of correction of such Defects.
19. The Contractor/Supplier 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 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 supply of the product, 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.
22. The Procuring Entity and the Contractor/Supplier shall use their best efforts to settle amicably all possible disputes arising out of or in connection with this Contract or its interpretation.
23. 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.



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