



Request for Quotations (RFQ)

RFQ Title: Transportation Services for Hpa-An, Mawlamyaing and Loikaw Office use

RFQ number: RFQ-059-FY20

Date of Solicitation: 7-Sep-2020

Submission Date and time: 14-Sep-2020

Questions and Clarifications Due by: 9-Sep-2020

Estimated Delivery/ Performance Date: 1-Oct-2020 and 1-Nov-2020 respectively

Request for Quotation (RFQ) for Transportation Service for Hpa-An, Mawlamyaing and Loikaw Office use

A. Introduction

Pact is an International NGO with offices throughout the world with a mission to enable systematic solutions that allow those who are poor and marginalized to earn a dignified living, be healthy and take part in the benefits that nature provides. Pact accomplishes this by strengthening local capacity, forging effective governance systems and transforming markets into a force for development.

The Advancing Community Empowerment in Southeastern Myanmar (ACESM) project, supported by the US Agency for International Development/Burma, aims to support communities in their empowerment processes by reducing vulnerabilities, promoting community participation in decision making, and strengthening mechanisms for more responsive and accountable local governance. The project will also partner with a range of local and regional organizations to address a variety of community needs and development priorities in the region.

ACESM is working to foster integrated, inclusive, and sustainable service provision to underserved communities in areas of Southeastern Myanmar. Beginning with community-identified needs and solutions, the project takes a systems approach that constructively engages the demand and supply sides of service delivery, focusing on health, education, livelihoods, water/sanitation/hygiene (WASH), and disaster risk management.

The purpose of this RFQ is to invite qualified, experienced and reputable specialized companies to provide transportation services including drivers for each township. These vehicles are needed to facilitate staff movement in and around Hpa-an, Mawlamyaing and Loikaw townships as they execute project activities. The agreement periods are 11 months and 12 months respectively as per the following table of service requirement and technical specification in session-B.

B. Requirement/ Technical Specifications

Vehicle Requirements and Contract Periods

NO.	Service	Township Office Name	Specifications	Number of Vehicle	Contract Period
1	Transportation Service	Hpa-An Office	Rental Vehicle Service including driver and maintenance service. Vehicle Type: Minivan Hi Ace (or) Equivalent Capacity Number of Seat- (Min- 7 Seats) Color: Gray (or) White Model: 2001 and Above Engine power: 2500CC and Above Fuel Type: Any	1	1-Nov-2020 to 30-Sep-2021
		Hpa-An Office	Rental Vehicle Service including driver and maintenance service. Vehicle Type: 4WD Hilux SURF/ Prado (or) Equivalent Capacity Number of Seat- (Min- 5 Seats) Color: Gray, White (or) Dark Blue Model: 1997 and Above Engine power: 2700CC and Above	1	1-Oct-2020 to 30-Sep-2021
		Mawlamyaing Office	Rental Vehicle Service including driver and maintenance service. Vehicle Type: 4WD Hilux SURF/ Prado (or) Equivalent Capacity Number of Seat- (Min- 5 Seats) Color: Gray, White (or) Dark Blue Model: 1997 and Above Engine power: 2700CC and Above	1	1-Nov-2020 to 30-Sep-2021
		Loikaw Office	Rental Vehicle Service including driver and maintenance service. Vehicle Type: 4WD Hilux SURF/ Prado (or) Equivalent Capacity Color: Gray, White (or) Dark Blue Model: 1997 and Above Engine power: 3000CC and Above	2	1-Nov-2020 to 30-Sep-2021

Scope of Works

- Provide transportation service with qualified drivers to support Pact Myanmar staff movement as per the locations mention in purpose.
- The Service Provider will be fully responsible for the maintenance of both drivers and vehicles.
- Valid vehicle registration and insurance documents for each vehicle proposed.
- The insurance should be covered for comprehensive vehicle insurance inclusive passengers and third parties.
- Ensure that staff boarding the vehicles sign in and out of the vehicle log sheet.
- Ensure staff safety during the performance of services.
- Drivers should be capable of clearly filling up the log sheets are properly filled in with mileages well recorded. Submit completed log sheets administrative person monthly basis.
- Fully air-conditioned vehicles with spare tires, jack, wheel rim, spanner, fire extinguisher and all required items to ensure the safety of the vehicles.
- Report any incident, major or minor, which occurs at any given time, immediately to administrative person.
- If violations of rules and regulations of traffic and related fines shall ever occur by the driver this shall be the fully responsibility of the service provider.
- The Service Provider shall maintain a routine overall service schedule for all the Vehicles provided under this service.
- In case of unsatisfactory of driver performance or in case of assigned driver is not available to support driving service because of his health or other cases the service provider has to be provided a new replacement within two days.

Requirements for Driver (minimum):

The Service provider shall assign drivers with the following qualifications.

- Valid driver's license.
- Has a minimum 3-years' experience as driver in related fields.
- Properly trained in the operation and maintained of the vehicles.
- Good geographical knowledge and familiar with local roads (especially for Hpa-an, Mawlamyaing and Loikaw).
- Good knowledge and capability in vehicle safety driving and Driver must have enough driving-skills.
- Well understand about rules and regulations of transportation.
- Ensure the driver is not under the influence of alcohol during the driving.
- He shall know the address of INGOs, Embassies, and Hotels and have knowledge of airport pick-up and drop for visitors.

Working Hours and Routes:

Contract Type	11 Months and 12 Months Service Contract for each township
Rental Fees and Payment term	Payment will be paid by monthly by within 3 weeks after received the invoice.

Overtime	Working Hours- 8:00 AM to 6:00 PM, beyond of the working hours and public holidays are will provide overtime charges. Overtime charges will be paid by first week of the next month.
Payment for Outside Fees	Outside fees will be paid by during one week after the field visit
Over Night trip	All township was same benefit for overnight trip. No benefit for day trip and staffs house have in the project implementation areas.
Office Hours	8:00 AM to 6:00 PM, 30 minutes will have to lunch break and will be changes depend on trip. Make sure to attend the Office and trip appointment in time.
Vehicle Logbook	Make sure to follow and apply as per organization procedures and make sure to fill the vehicle logbook are register in regularly.
Vehicle maintenances	For vehicle maintenances service, please inform to admin respective person before to the services. Need to substitute another vehicle for over 24 hours maintenance service.
General Requirements	During vehicle at parking area, the engine needs to be off. Make sure to cleaning service is regularly.
Vehicle night stop area	After duties, the vehicle will have to night stop at Pact Myanmar Office.
Taxes	<p>The vendor has responsible to provide the tax clearance related documents to Pact Myanmar as described below from one of them in circumstance vendor charges any tax percentage to Pact Myanmar.</p> <ul style="list-style-type: none"> • Revenue stamps (Vendor needs to provide the revenue stamps according to purchase order amount) • Form-31 (Vendor needs to provide form 31 for us according to purchase order amount) <p>In case of above documents are not able to provide by vendor, the company requires to providing official commitment letter to Pact Myanmar that the tax amount will be paid to revenue office by Vendor.</p>

C. Eligibility

In order to meet Source Nationality rules, the Vendor must be a legal seller in Myanmar and must normally have the same or similar types of items for sale. The quotation must include all the following information:

- Ability to meet or exceed the required TECHNICAL SPECIFICATIONS (The services outlined in Section B);
- Ability to delive the services specified in Section B no later than the date(s) required.

D. Submission Instructions

The following information to be included by vendor in quotation:

1	Quoted price in Myanmar Kyat (MMK).
2	Validity period of offer (Offer should be valid for at least 30 days).
3	Credit Payment Term; Pact is preferable payment by monthly basis (within 3 weeks after received the invoice.)
4	Indicate of delivery duration weeks to supply and delivery of goods and services after PO issue.
5	Your quotation must be on official letter head with authorized signature and stamp.
6	Service provider must be a registered entity (Legal Registration Documents/ Certificate to be provided).
7	Offers of Services in Section B fully addressed. Service provider must be provided required documents such as Valid vehicle registration and insurance documents, wheel tax and valid driving license etc.

Vendors who wish to response this RFQ should send their quotations to myanmarprocurement@pactworld.org (or) Field Offices as following address, not later than 14-Sep-2020 17:00 Hr. Myanmar Standard Time

Hpa-An Office	6/19, BEHS 4 Street, No (6) Ward, Hpa-an, Kayin State.
Mawlamyaing Office	No (70), Upper Road, Mayankone Ward, Mawlamyaing Township
Loikaw Office	No (230), Myopat Street, Daw Noe Khu Ward, Loikaw Township, Kayah State.

- Quotations received after that time may not be accepted.
- All quotations and delivery dates shall be valid for a period of 30 days following the submission due date mentioned above.

To ensure fair dissemination of the information to all interested parties, any questions (in Burmese or English) regarding this RFQ must be put in writing, and sent either by (Myanmar Standard Time) 9-Sep-2020, 5:00 PM email to myanmarprocurement2@pactworld.org. All answers to the questions will be circulated via email to the prospective Offerors before 5 pm, 10-Sep-2020. (Please note the difference in email accounts for quote submission and Q&A)

- No phone calls related to this RFQ will be answered.

E. Evaluation Criteria

Pact will award a contract resulting from this solicitation to the responsible vendor whose quote will be best value for Pact, price and other factors considered. The following factors shall be used to evaluate offers:

- Service provider's capabilities to Pact Myanmar's requirements (According to section- B)
- Cost (overall cost on vehicle, driver and others related costs)
- Complies to other requirements (Payment Term etc.)

F. Terms and Conditions

A. Disclaimers

- Pact reserves the right to modify by written notice the terms of this solicitation at any time in its sole discretion. Pact may cancel the solicitation at any time
- Pact may reject any or all proposals received.
- Issuance of solicitation does not constitute award commitment by Pact.
- Pact reserves the right to disqualify any quotation based on vendor's failure to follow solicitation instructions.
- Pact will not compensate Vendors for their response to the solicitation.
- Pact reserves the right to issue an award based on initial evaluation of applications without further discussion.
- Pact may choose to award only part of the quantities in the solicitation or to issue multiple awards.
- Pact reserves the right to waive minor proposal deficiencies that can be corrected prior to award determination to promote competition.
- Pact may contact Vendors to confirm contact person, address, and that the proposal was submitted for this solicitation.
- Pact may contact listed past performance references without notice to the Vendor. Pact also reserves the right to contact other past performance information sources that the Vendor did not list in the proposal.
- By submitting a proposal, the Vendor confirms they understand the terms and conditions.
- Information pertaining to and obtained from the Vendor as a result of participation in this solicitation is confidential. The Vendor consents to the disclosure of the documents submitted by the Vendor to the reviewers involved in the selection process. Please note that all reviewers are bound by non-disclosure agreements.
- In exceptional circumstances, Pact Myanmar may request to supplier to extend for the validity of Quotation beyond what has been initially indicated in this RFQ. The quotation shall then confirm the extension in writing, without any modification whatsoever on the Quotation.

B. Purchase Order Terms and Conditions for Commercial Items

APPLICABLE LAW — This purchase order shall be enforced in accordance with the body of law applicable to procurement of goods and services and the laws of the Myanmar shall apply. By accepting this agreement Vendor agrees to waive any rights to invoke the jurisdiction of the local national courts where this contract is performed.

1. **ASSIGNMENT** — This purchase order or any interest therein nor claim thereunder shall not be assigned, transferred, or subcontracted by the Vendor.
2. **CHANGES** — (a) By written order, Pact may direct changes for: (i) technical requirements; (ii) shipment or packing methods; (iii) place of delivery, inspection or acceptance; (iv) reasonable adjustments in quantities, delivery schedules or both; and, (v) terms and conditions of this contract required to meet Pact's obligations under funding agreement. (b) If any such change causes an increase or decrease in the price or in the time required for its performance, Vendor shall promptly notify Pact thereof and assert its claim for equitable adjustment within thirty (30) days after the change is ordered, and an

equitable adjustment shall be made. However, nothing in this provision shall excuse Vendor from proceeding immediately with the directed change(s). Changes shall not be binding upon Pact except when specifically confirmed in a written modification.

3. **CONFIDENTIAL INFORMATION** – Vendor shall not publish any information developed under this Purchase Order, nor disclose, confirm, or deny any details about the existence or subject matter of this Purchase Order, or use Pact’s name in connection with Vendor’s sales promotion or publicity without prior written approval by Pact.
4. **DISPUTES** – In case of a dispute arising from this agreement, the parties shall use their best efforts to arrive at an agreeable resolution. Any dispute that is not settled through the above “best efforts clause” shall be settled by arbitration administered by the American Arbitration Association in accordance with its Commercial Arbitration Rules, and judgment on the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof. The arbitrator(s) may not award punitive or special damages. The parties in dispute shall each pay its own expenses in conjunction with the arbitration, but the compensation and expenses of the arbitrator(s) shall be borne in such manner as may be specified in the decision of the arbitrator(s). The Vendor shall proceed diligently with its performance of this purchase order pending the final resolution of any dispute arising or relating to this purchase order. Pact shall continue to reimburse the Vendor for its allowable costs in accordance with the payment provisions of this purchase order except for those costs related to the dispute.
5. **ETHICAL STANDARDS OF CONDUCT** – Vendor shall neither receive nor give any gifts or gratuities in connection with this Purchase Order. Vendor’s employees are required to conduct company business with integrity and maintain a high standard of conduct in all business-related activities. Vendor shall not participate in any unethical conduct during performance of this Purchase Order. Vendor shall not engage in any personal, business, or investment activity that may be defined as a conflict of interest, whether real or perceived.
6. **EXCUSABLE DELAYS** – The Vendor shall be liable for default unless nonperformance is caused by an occurrence beyond the reasonable control of the Vendor and without its fault or negligence such as, acts of God or the public enemy, acts of the Government in either its sovereign or contractual capacity, fires, floods, epidemics, quarantine restrictions, strikes, unusually severe weather, and delays of common carriers. The Vendor shall notify Pact in writing as soon as it is reasonably possible after the commencement of any excusable delay and shall include the Vendor’s estimate of the likely duration of the delay.
7. **EXPORT AND TRANSPORTATION CLEARANCES** – Vendor shall secure in a timely manner all necessary licenses, approvals, permits and other authorizations, and shall successfully comply with all applicable laws and binding regulations and complete all required administrative processes and other formalities, for export of the Goods and any Related Services from their country of origin, through any intermediary countries, to their destination as specified in the Purchase Order.
8. **INDEMNIFICATION** – The Vendor is solely and exclusively liable to third parties for all costs incurred by the Vendor, all claims of damages against the Vendor arising out of or based on its performance of this purchase order.

9. **INDEPENDENT CONTRACTOR STATUS** – Vendor is, and shall remain, an independent contractor during the performance of this Purchase Order.
10. **INVOICING AND PAYMENT** – The Vendor shall submit proper invoices to Pact for Delivered Goods and Related Services that have been successfully performed in accordance with any directions stipulated in the Purchase Order form, and the Term and Conditions attached. To constitute a “proper invoice” within the meaning of this clause each invoice shall provide the following information and attached documentation:
- a. Vendor name, invoice date, and delivery date (for Delivered Goods) or performance date (for Related Services);
 - b. Purchase Order number;
 - c. Description of each type of Delivered Goods and Related Services included in the invoice, together with the applicable Unit Price; and
 - d. Vendor payment information
 - e. The following certification, manually signed by an authorized official of Vendor:
“ The undersigned hereby certifies that (i) the invoice has been prepared from Vendor’s books and records in accordance with the terms of the cited Purchase Order, and to the best of my knowledge and belief, it is correct, the sum claimed is proper and due and has not been claimed or paid before, the Goods have been delivered and any Related Services have been performed, the quantities and prices specified are consistent with the Order, and all necessary Pact approvals have been obtained, and (ii) appropriate refund to Pact will be made promptly upon request in the event of disallowance of any portion of the invoice pursuant to the terms of the Contract.

BY: _____
TITLE: _____
DATE: _____

Invoices shall be submitted in an original and two (2) copies, to the party identified in receive invoices in the Purchase Order. Invoices determined not to be proper due to the existence of deficiencies will be returned to Vendor, generally within ten (10) business days of submission, with major deficiencies noted for correction.

11. **PACKING AND MARKING** – Vendor shall pack, mark for export and ship goods in compliance with the requirements of this Purchase Order, as well as all applicable transportation regulations, carrier tariffs and sound commercial practice. Packing must be sufficient to ensure safe arrival at destination, and fully cover such any foreseeable hazards. Vendor shall be solely responsible for complying with all applicable laws as well as sound international practices for the packaging, labeling, transportation and shipping of the Goods (including, if applicable, hazardous materials safeguards). Vendor shall enclose a packing slip with this Contract number in a secure and durable envelope attached to each container.
12. **PRICE** – The Price specified on the Purchase Order form is a firm, fixed, all-inclusive total price covering performance of all of Vendor’s obligations pursuant to this Contract, including but not limited to, supply of delivered goods to destination and successful performance of all Related Services; warranty-related costs and charges; any and all required licenses, maintenance or use charges; and all other costs and charges of whatever description or amount, in connection with or resulting from Vendor’s performance.

13. **QUALITY ASSURANCE (INSPECTION AND ACCEPTANCE)** – All Goods delivered, and services rendered pursuant to this Purchase Order shall be subject to inspection and testing by Pact prior to acceptance. Payment shall only be made for accepted Goods and services. If Vendor delivers non-conforming Goods, Pact may, at its option and Vendor's expense: (i) return the Goods for refund or credit; (ii) require Vendor to promptly correct or replace the Goods; (iii) correct the nonconformance; or (iv) obtain conforming Goods from another source. Pact shall specify the reason for any return or rejection of nonconforming Goods and/or shall describe the action taken. Prompt removal and replacement or correction (as applicable) of the issue will be done by the vendor no later than (10) business days after receiving notification of rejection of Goods or services. Vendor shall be liable for any increase in costs, including procurement costs attributable to Pact's rejection of the non-conforming Goods or Services.
14. **SEVERABILITY** – If any court of competent jurisdiction determines that any provision of this agreement is invalid or unenforceable, such a determination shall not affect the remaining provisions of this agreement. Further, each valid provision under this agreement shall be enforced to the fullest extent permitted by law.
15. **TERMINATION** – Pact may terminate performance of work under this purchase order, in whole or in part, if (a) the funder terminates the prime agreement, (b) the Vendor defaults in delivering the proper goods and fails to cure the default within ten (10) days after receiving a notice from Pact specifying the default, or (d) the funder orders the termination of the purchase order. Default includes failure of the Vendor to make progress in the work so as to endanger performance. If this purchase order is terminated for convenience, Pact shall be liable only for the actual, reasonable, substantiated and allowable costs with the total amount to be paid by Pact being determined by negotiation. If terminated for cause, Pact shall not be liable to the Vendor for any amount for supplies not accepted by Pact.
16. **WARRANTY** – In addition to any warranties required by any other provision of this Purchase Order, and any other warranties that may be established by operation of the applicable laws, Vendor hereby expressly warrants that all Goods (including without limitation their parts) and Services supplied, as applicable:
- a. are free of defects in material and workmanship for the warranty period specified in the manufacturer's standard warranty commencing on the date the Goods are accepted;
 - b. conform to applicable specifications and regulatory agency requirements, and are free of defects in design;
 - c. are free of latent defects (as used herein, defects that meet the following criteria: (a) such defects are not apparent to either Party during customary manufacturing or quality testing and/or inspection; and (b) such defects result solely from defective material, workmanship, or design and are not caused by misuse or misapplication of the Equipment);
 - d. are new; unused; non-remanufactured and non-refurbished; not previously disposed as Government surplus; and produced entirely from Goods meeting all of the foregoing requirements (including but not limited to materials, parts, components and sub-assemblies thereof);
 - e. will, to the extent found to be in breach of any warranty specified in this purchase order, be removed, and repaired or replaced, covered by new warranties identical to those that

- applied to the originally supplied Goods and services, extending for the longer of [a] the remainder of the original warranty period, or [b] a new warranty period;
- f. ensure that all spares and replacement parts are the same as the original spares and parts unless formally replaced by an improved and Pact-approved technical equivalent;
 - g. comply with the description on the Purchase Order form and all other requirements of this Purchase Order in all respects;
 - h. Vendor has no knowledge of any patents or copyrights which are infringed or may be infringed, or any trade secrets or other proprietary rights of other persons which are or may be misappropriated or violated by using, making, copying, licensing, distributing or selling the Goods.
 - i. If any Goods or services supplied hereunder are defective or otherwise do not meet the warranties specified herein or otherwise applicable, Pact may, at its option: (1) reject the affected item(s) and require a full refund or credit; (2) reject the affected item(s) and require prompt correction or replacement (freight prepaid) at Vendor's sole expense; (3) retain it/them at a equitably adjusted price; or (4) require Vendor to provide, if available, corrections in the form of field change order kits (including components, instructions and other necessary materials) from Vendor so that Pact may make necessary changes or repairs. Repaired or corrected items shall be subject to the same warranties as if they were new. While returned item(s) are in Vendor's possession and while in transit during return to Vendor and reshipment to Pact, all risks and costs of loss, destruction or damage shall be for Vendor's account.
 - j. Pact shall submit warranty claims to Vendor within a reasonable time after Pact becomes aware of any breach, indicating the nature and date of the claim.
 - k. Vendor shall promptly correct any problem reported by Pact by making necessary changes in the Goods or their manufacturing processes so that further Goods to be delivered to Pact shall be as warranted herein. If Vendor becomes aware of any non-conformance to any warranty relating to the Delivered Goods, Vendor shall promptly notify Pact thereof in writing.
 - l. Pact shall have the right, at any time and from time to time, to stop further shipments of Goods from Vendor to Pact that do not conform to the warranties and other requirements of this Contract, and in such event Pact shall advise Vendor of Pact's best identification and assessment of the problems. Further shipments of Goods shall not be made to Pact until and unless Vendor has corrected the specified areas of non-conformance in Products, or Pact authorizes in writing the shipment of such Products pending Vendor's correction.