

# **SAMPLE DOCUMENT**

## **REQUEST FOR QUOTATIONS – NONCONSULTING SERVICES**

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

**January 2020**

**[Note (to be deleted when issuing the document):** *This sample RFQ document is suitable for procuring standard or routine services, which, while requiring expert inputs, are based on recognized standard industry offerings that are readily available, and which do not require evaluation of tailored methodologies or techniques. The contracts are of small value, of short duration, and the service provider performs the services directly without sub-contractors or associates.*

*When included in a Procurement Plan as a result of a Strategic Planning Process, a threshold may be specified, and justification may be required for not using a more competitive procurement method such as open or limited competitive bidding.*

*This document may be translated and issued by the EA in its national language, but this English-language template shall be the basis for any ADB action.]*

## REQUEST FOR QUOTATION - SERVICES (RFQS)

Project Title : \_\_\_\_\_

Source of Funding: \_\_\_\_\_

Contract Ref : \_\_\_\_\_

Date of Issue of Request: \_\_\_\_\_

To : \_\_\_\_\_

Sir/Madam:

1. The \_\_\_\_\_ (Client) hereby requests you to submit price quotation/(s) 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, 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 in the last 3 years of a size and nature similar to the requirements of this contract.
4. Your quotation/(s) 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/(s) 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 \_\_\_\_\_ [*specify currency of the Client's country*].

- (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. [*Note: Delete last sentence if submission is by electronic means.*]
- (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.

Submission and Opening

- (e) Your **Form of Quotation** should be submitted by \_\_\_\_\_ [*date and time*] with the required documents that should be signed, sealed in an envelope and addressed to and delivered to the following address:

Client's Address : \_\_\_\_\_  
 Telephone : \_\_\_\_\_

[Or]

Your **Form of Quotation** with the required documents may be submitted electronically by facsimile or email to the following address:

Client's Address : \_\_\_\_\_  
 Telephone : \_\_\_\_\_  
 Fax : \_\_\_\_\_  
 E-mail : \_\_\_\_\_

- (f) Quotations shall be opened in public, in the presence of participating Service Providers' representatives who choose to attend, on \_\_\_\_\_ [*same date as for quotation submission*] at \_\_\_\_\_ [*time within one hour of stated deadline above*] and at the following address.  
 \_\_\_\_\_.

[Option: Omit the text in parenthesis when the submission of quotations is permitted by facsimile or by electronic means.]

Evaluation and Comparison

- (g) 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**.

- (h) 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

- (i) 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.
- (j) The Service Provider whose quotation has been accepted will be notified by the Client within \_\_\_\_\_ [*insert number of days*] 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.
- (k) The successful Service Provider shall sign the **Contract** governed by the annexed **Contract Terms and Conditions**. [*Add, if applicable: "In addition to the quoted price, the contract price shall include Value Added Tax (VAT) in \_\_\_\_\_ (Client's country)".*]

5. Further information can be obtained from:

Name : \_\_\_\_\_  
Address : \_\_\_\_\_  
Telephone : \_\_\_\_\_  
Fax : \_\_\_\_\_  
E-mail : \_\_\_\_\_

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):<sup>1</sup>

(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:<sup>2</sup>

(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,

\_\_\_\_\_  
(Client)

<sup>1</sup> Any such disclosure shall be forwarded by the Client to ADB.

<sup>2</sup> Any such disclosure shall be forwarded by the Client to ADB.

## FORM OF QUOTATION (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].

[Options for quotation: Client to select as appropriate:

*Option A:* 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] \_\_\_\_\_ per unit of output as described in the **Scope of Services**.

*Option B:* 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 not to exceed \_\_\_\_\_ [amount in words and numbers] (\_\_\_\_\_) [name of currency] \_\_\_\_\_ 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

*[For use under Option B Form of Quotation]*

Item no.	Item or Activity	Unit	Unit Price
1			
2			
3			
4			
5			
6			



# CONTRACT

Name of Country:

Project Name:

Name of Contract: \_\_\_\_\_

Contract Number \_\_\_\_\_

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** and **Appendix** [and **Price Schedule** under Option B form of quotation]; 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: \_\_\_\_\_ Client: \_\_\_\_\_  
Contract No. \_\_\_\_\_

## 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 \_\_\_\_\_ 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.

**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:

*[Indicate payment schedule, for example, for default lump-sum price quote]*

- (a) Advance payment (Optional) of 10% within 14 days of signing the contract, upon evidence of mobilization of service Provider.
- (b) 100% (or 90% if advance payment made) upon certification by the Client of the completion of services.

*[Or select option corresponding to option of price quotation: Client to select as appropriate:]*

*Option A:*

- (a) Advance payment (Optional) of 10% within 14 days of signing the contract, upon evidence of mobilization of service Provider.
- (b) 90% of the value of confirmed output as indicated in the **Price Schedule**.

*Option B:*

- (a) Advance payment (Optional) of 10% within 14 days of signing the contract, upon evidence of mobilization of service Provider.
- (b) 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.

**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 law or rules of the Client's country].

### **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.

**Appendix A**  
**SCOPE OF SERVICES**

1. Background
  2. Objective
  3. Implementation arrangements
  4. Dates, completion schedule, venues and other relevant details
  5. Expected outputs/ deliverables/ reports
  6. Standards of Conduct
- Annex: Price Schedule [*under Option B form of quotation*]