

Request for Quotations (RFQ)

RFQ NO: USAID Okard-1-2024 PART A: COVER PAGE

RFQ No.: USAID Okard-1-2024 Issuance Date: 4 July 2024

Submission of Quotations:

Deadline for Receipt of Quotations: 25 July 2024, 4pm (ICT), Vientiane Laos **Submission to:** thongchanh_landsy@la.worlded.org and

vunmeexay_phommasan@la.worlded.org

Point of Contact: Mr. Vunmeexay Phommesan / Mr Thongchanh Landsy

Phone: 856-21-214524

Address: World Education Lao, Phaiwat Village, Sisattanak

District, Vientiane, Lao PDR

Questions may be directed to Mr. Vunmeexay Phommasan and/or Mr Thongchanh Landsy at the above phone and email addresses until July 15, 2024.

Procurement Description:

World Education, Inc. (herein referred to as "WEI") is soliciting quotations for **50 motorcycles** (including tax) and delivery to WEI Office in Vientiane.

This procurement is funded by the United States Agency for International Development (USAID), and is subject to all applicable Federal Rules and Regulations and Provisions.

Please submit your most competitive quotation in accordance with the instructions and product specifications. Any award issued as a result of this RFQ will be subject to all instructions, product specifications, certifications and terms and conditions included in this RFQ. This RFQ document includes the following parts:

PART A: Cover Page PART B: Instructions

PART C: Product Specifications & Requirements

PART D: Quotation Form PART E: Certifications

Attachment A: List of Assistive Product Specifications

WEI is committed to the highest standards of ethics and integrity in procurement. WEI has zero tolerance for fraud and strictly prohibits bribes, kick-backs, gratuities, and any other gifts in-kind or in monetary form. WEI also strictly prohibits collusion (bid rigging) between vendors and between vendors and WEI staff. WEI selects vendors on merit and will only engage vendors who demonstrate strong business ethics. Vendors must not participate in bid-rigging or attempt to offer any fee, commission, gift, gratuity or any compensation in-kind or in monetary form to WEI employees. Vendors who do so will be disqualified from doing business with WEI. Additionally, WEI has a conflict of interest policy that requires staff to disclose when there is a potential conflict of interest due to the staff-member's relationship with a vendor, and if necessary, to refrain from participation in a procurement involving that vendor. If at any time your organization has concerns that an employee has violated WEI policy, you may submit a report via WEI's Code of Conduct Helpline at: www.wei.ethicspoint.com.



PART B: INSTRUCTIONS

A. Definitions:

Offeror: The organization or firm providing quotes for the goods or services requested under this RFQ.

Buyer: World Education, Inc. - Herein referred to as WEI

B. Submission Deadline

Quotations must be received no later than 4 pm (ICT) on 25 July 2024 to vunmeexay_phommasan@la.worlded.org and thongchanh_landsy@la.worlded.org at World Education, Phaiwat Village, Sisattanak District.

Please reference the RFQ number USAID Okard-1-2024 in the subject line of your email submission. Quotations received after the submission deadline will be marked late. WEI reserves the right not to consider quotations received after the submission deadline.

C. Questions:

All questions and requests for clarification regarding this RFQ may be directed to Mr. Vunmeexay Phommesan, vunmeexay_phommasan@la.worlded.org and Thongchanh Landsy thongchanh_landsy@la.worlded.org.

D. Quotation Requirements:

1. General/Technical Requirements:

- a) Completed and signed Quotation Form as stated in Part D. The offeror may use their own quotation format but must provide all information as required in this Quotation Form.
- b) Proposed Assistive Products should comply with the minimum technical specifications and requirements as stated in Part C.
- c) Company must reference the Manufacture Country, specifications of available product (if different from table attached with RFQ), and availability (in stock/available to order/not available to order).
- d) Delivery Period: Number of weeks to deliver Assistive Products after the order is placed. Please provide realistic delivery time.

2. Cost Information Requirements:

- a) Suppliers must provide fixed price quote for each line item in Lao Kip (LAK).
- b) Quoted prices (quotations) should be provided (by email or hard copy to WEI's office in Vientiane).
- c) Costs must include insurance, shipping and handling cost for delivery, if any (all-inclusive basis).
- d) Please indicate all prices exclusive of VAT, customs, Excise and other taxes.

3. Business Information:

- a) Valid business license/ certificate of incorporation.
- b) Company Profile. This should include overview/ evidence of company's experience to procure, import, install and maintain this equipment (preferably the same or at least similar medical/ rehabilitation equipment) as stated in this RFQ.



- c) Past performance information, including two references and description of other similar tasks performed, preferably from international NGOs.
- d) Offeror should certify as to the financial viability and resources to provide offered goods/services with the period of performance.

4. Completed and signed certifications (Part E).

a) Representations and Certifications
 Certification Regarding Debarment, Suspension, or Proposed Debarment

E. Award:

WEI intends to issue a Fixed Price Purchase Order(s) to one supplier who best meets the criteria specified in this RFQ and are determined to be responsible and eligible supplier for the specified item.

F. Evaluation & Selection Criteria:

Quotations will be preliminary reviewed for basic responsiveness and completeness. The quotations must be submitted on time and meet all requirements as stated in Section D above. Quotations not meeting these requirements may not receive further consideration.

WEI will evaluate responsive quotations on a "best value" basis, considering a variety of factors including but not limited to technical acceptability in the required settings, product quality, price, lead time, and past performance.

G. Terms of Award

This document is a request for quotations only, and in no way obligates WEI or its donor to make any award. Please be advised that under a Fixed Price Purchase Order the goods/services must be delivered within the quoted total price. Any expenses incurred in excess of the agreed upon amount in the purchase order will be the responsibility of the Vendor and not that of WEI. Therefore, the Offeror is duly advised to provide its most competitive and realistic quotation to cover all foreseeable expenses related to supply of the requested items.

H. Payment Terms

WEI payment cycle is net 30 days upon receipt of goods/services, inspection and acceptance of goods/services as in compliance with the terms of the award and receipt of vendor invoice. Full cooperation with WEI in meeting the terms and conditions of payment will be given the highest consideration.

I. Delivery Terms

All items must be delivered to WEI office, Vientiane, Laos within the timeframe or delivery dates specified in the quotation. The offeror must provide realistic time for delivery of goods taking in to account all the factors from receipt of award to the delivery at the specified location. WEI may impose financial penalties for not delivering within the committed timeframe.

J. Offer Validity

The Offeror's quotation must remain valid for not less than 120 calendar days after the deadline specified above.



K. Negotiations:

The Offeror's most competitive quotation is requested. It is anticipated that any award issued will be made solely on the basis of these quotations. However, WEI reserves the right to request responses to additional technical, management and cost questions which would help in decision making. WEI also reserves the right to conduct negotiations on technical, management, or cost issues prior to the award of a contract with selected offerors. In the event that an agreement cannot be reached with a selected supplier, WEI reserves the right to enter into negotiations with alternate Offerors for the purpose of making the award without any obligation to previously considered offers.

L. Rejection of Quotations:

WEI reserves the right to reject any and all quotations received or to negotiate separately with any and all competing Offerors.

M. Incurring Costs:

WEI is not liable for any cost incurred by Offerors during preparation, submission, or negotiation of an award for this RFQ. The costs are solely the responsibility of the Offeror.

N. Modifications:

WEI reserves the right, in its sole discretion, to modify the request, to alter the selection process, to modify or amend the specifications and scope of work specified in this RFQ.

O. Cancellation:

WEI may cancel this RFQ without any cost or obligation at any time until issuance of the award.



PART C: PRODUCT SPECIFICATIONS & REQUIREMENTS

Item 1: Motorcycles

Quantity:

Honda Wave 125cc (50 motorcycles)

Specifications by product (See also Attachment A):

Spoke Wheels 125cc, 4 stroke engine Electric/Kick Start Front Disc/ Rear Drum brakes Minimum 3.5L fuel tank Including side mirrors (2) and front basket



PART D: QUOTATION FORM

Offeror's Name and address:	
Phone:	E-mail:

Please note:

- Prices are to be stated in Lao Kip (LAK)
 All goods offered must be suitable for use in Laos.
- 3. In case of discrepancy between unit price and total, the unit price shall prevail.
- 4. The Quotation Form must include the following information: product name, product code, product description, product technical specifications, image, country of manufacturer, name of direct supplier, delivery time, warranty per item. Please adjust the quotation form to reflect this.

T4	Product Name, Product Code Product Descript Specifica			Country of Manufacturer	Name of Supplier		Quantity	Price		
Item No.		Product Description / Technical Specifications	ion / Technical ations Image			Warranty		Unit Price	Total Price	Delivery Time
Subtotal (exclusive of all taxes)										

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	Taxe		
	TOTAL	ı	
Validity of Quote:120 calendar days from deadline	Warranty:		
The offeror agrees to furnish any or all items upon which prices a specified in the schedule and in accordance with the terms of this	re offered at the price specified herein, delivered at the designated points, solicitation.	within the	time
Authorized Signature: I	Date:		
The offeror may use different format but must provide all information as	required in this quotation form.		



PART E: CERTIFICATIONS

A. Representations & Certifications

Part I – Certifications and Assurances

Offerors <u>must</u> check the appropriate boxes listed as [], also highlighted below.

1. Certification Regarding Lobbying

The undersigned certifies, to the best of his or her knowledge and belief, that:

- 1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal Cooperative Agreement, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment or modification of any Federal contract, grant, loan, or cooperative agreement.
- 2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned must complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities," in accordance with its instructions.
- 3. The undersigned must require that the language of this certification be included in the award documents for all subawards at all tiers (including contracts, subawards, and contracts under grants, loans, and cooperative agreements) and that all subrecipients must certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, United States Code. Any person who fails to file the required certification will be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

2. Certification Regarding Terrorist Financing, Implementing Executive Order 13224

By signing and submitting this application, the prospective Vendor provides the certification set out below:

- 1. The Vendor, to the best of its current knowledge, did not provide, within the previous ten years, and will take all reasonable steps to ensure that it does not and will not knowingly provide, material support or resources to any individual or entity that commits, attempts to commit, advocates, facilitates, or participates in terrorist acts, or has committed, attempted to commit, facilitated, or participated in terrorist acts, as that term is defined in paragraph 3. The Certification in the preceding sentence will not be deemed applicable to material support or resources provided by the Vendor pursuant to an authorization contained in one or more applicable licenses issued by the U.S. Treasury's Office of Foreign Assets Control (OFAC).
- 2. The following steps may enable the Vendor to comply with its obligations under paragraph 1:
 - a. Before providing any material support or resources to an individual or entity, the Vendor will verify that the individual or entity does not (i) appear on the master list of Specially Designated Nationals and Blocked Persons,



- which is maintained by OFAC, or (ii) is not included in any supplementary information concerning prohibited individuals or entities that may be provided by USAID to the Vendor.
- b. Before providing any material support or resources to an individual or entity, the Vendor also will verify that the individual or entity has not been designated by the United Nations Security (UNSC) sanctions committee established under UNSC Resolution 1267 (1999) (the "1267 Committee") [individuals and entities linked to the Taliban, Usama bin Laden, or the Al-Qaida Organization]. To determine whether there has been a published designation of an individual or entity by the 1267 Committee, the Vendor should refer to the consolidated list available online at the Committee's Web site: http://www.un.org/Docs/sc/committees/1267/1267ListEng.htm.
- c. Before providing any material support or resources to an individual or entity, the Vendor will consider all information about that individual or entity of which it is aware and all public information that is reasonably available to it or of which it should be aware.
- d. The Vendor also will implement reasonable monitoring and oversight procedures to safeguard against assistance being diverted to support terrorist activity.

3. For purposes of this Certification -

- a. "Material support and resources" means currency or monetary instruments or financial securities, financial services, lodging, training, expert advice or assistance, safe houses, false documentation or identification, communications equipment, facilities, weapons, lethal substances, explosives, personnel, transportation, and other physical assets, except medicine or religious materials."
 - (i) "Training" means instruction or teaching designed to impart a specific skill, as opposed to general knowledge.
 - (ii) "Expert advice or assistance" means advice or assistance derived from scientific, technical, or other specialized knowledge.

b. "Terrorist act" means -

- (i) an act prohibited pursuant to one of the 12 United Nations Conventions and Protocols related to terrorism (see UN terrorism conventions Internet site: http://untreaty.un.org/English/Terrorism.asp); or
- (ii) an act of premeditated, politically motivated violence perpetrated against noncombatant targets by subnational groups or clandestine agents; or
- (iii) other act intended to cause death or serious bodily injury to a civilian, or to any other person not taking an active part in hostilities in a situation of armed conflict, when the purpose of such act, by its nature or context, is to intimidate a population, or to compel a government or an international organization to do or to abstain from doing any act.
- c. "Entity" means a partnership, association, corporation, or other organization, group or subgroup.
- d. References in this Certification to the provision of material support and resources must not be deemed to include the furnishing of USAID funds or USAID-financed commodities to the ultimate beneficiaries of USAID assistance, such as recipients of food, medical care, micro-enterprise loans, shelter, etc., unless the Vendor has reason to believe that one or more of these beneficiaries commits, attempts to commit, advocates, facilitates, or participates in terrorist acts, or has committed, attempted to commit, facilitated or participated in terrorist acts.
- e. The Vendor's obligations under paragraph 1 are not applicable to the procurement of goods and/or services by the Vendor that are acquired in the ordinary course of business through contract or purchase, e.g., utilities, rents, office supplies, gasoline, etc., unless the Vendor has reason to believe that a vendor or supplier of such goods and services commits, attempts to commit, advocates, facilitates, or participates in terrorist acts, or has committed, attempted to commit, facilitated or participated in terrorist acts.

This Certification is an express term and condition of any agreement issued as a result of this application, and any violation of it will be grounds for unilateral termination of the agreement by USAID prior to the end of its term.



3. Representation by Organization Regarding a Delinquent Tax Liability or a Felony Criminal Conviction

- (a) As required by sections 744 and 745 of Division E of the Consolidated and Further Continuing Appropriations Act, 2015 (Pub. L. 113-235), and similar provisions, if contained in subsequent appropriations acts, none of the funds made available by that Act may be used to enter into an assistance award with any organization that
 - (1) "Was convicted of a felony criminal violation under any Federal law within the preceding 24 months, where the awarding agency has direct knowledge of the conviction, unless the agency has considered, in accordance with its procedures, that this further action is not necessary to protect the interests of the Government"; or
 - (2) "Has any unpaid Federal tax liability that has been assessed for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability, where the awarding agency has direct knowledge of the unpaid tax liability, unless the Federal agency has considered, in accordance with its procedures, that this further action is not necessary to protect the interests of the Government".

It is USAID's policy that no award may be made to any organization covered by (1) or (2) above, unless the M/OAA Compliance Division has made a determination that suspension or debarment is not necessary to protect the interests of the Government.

(b) Applicant Representation:			
(1) The Applicant represents that it is	is not	[]	an organization that was convicted of a felony criminal
violation under a Federal law withi	n the precedin	ng 24 mor	nths.

- (2) The Applicant represents that it is is not is not in an organization that has any unpaid Federal tax liability that has been assessed for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability.
- 4. Prohibition on Providing Federal Assistance to Entities that Require Certain Internal Confidentiality Agreements Representation (May 2017)
- (a) Definitions.

- (b) In accordance with section 743 of Division E, Title VII, of the Consolidated and Further Continuing Appropriations Act, 2015 (Pub. L. 113-235) and its successor provisions in subsequent appropriations acts (and as extended in continuing resolutions), Government agencies are not permitted to use funds appropriated (or otherwise made available) for federal assistance to a non-Federal entity that requires its employees, subrecipients, or contractors seeking to report waste, fraud, or abuse to sign internal confidentiality agreements or statements that prohibit or otherwise restrict its employees, subrecipients, or contractors from lawfully reporting such waste, fraud, or abuse to a designated investigative or law enforcement representative of a Federal department or agency authorized to receive such information.
- (c) The prohibition in paragraph (b) of this provision does not contravene requirements applicable to Standard Form 312, (Classified Information Nondisclosure Agreement), Form 4414 (Sensitive Compartmented Information Nondisclosure

[&]quot;Contract" has the meaning given in 2 CFR Part 200.

[&]quot;Contractor" means an entity that receives a contract as defined in 2 CFR Part 200.

[&]quot;Internal confidentiality agreement or statement" means a confidentiality agreement or any other written statement that the Vendor requires any of its employees or subrecipients to sign regarding nondisclosure of vendor information, except that it does not include confidentiality agreements arising out of civil litigation or confidentiality agreements that vendor employees or subrecipients sign at the behest of a Federal agency.

[&]quot;Subaward" has the meaning given in 2 CFR Part 200.

[&]quot;Subrecipient" has the meaning given in 2 CFR Part 200.



Agreement), or any other form issued by a Federal department or agency governing the nondisclosure of classified information.

(d) Representation. By submission of its application, the prospective Vendor represents that it will not require its employees, subrecipients, or contractors to sign or comply with internal confidentiality agreements or statements prohibiting or restricting its employees, subrecipients, or contractors from lawfully reporting waste, fraud, or abuse related to the performance of a Federal award to a designated investigative or law enforcement representative of a Federal department or agency authorized to receive such information (for example, the Agency Office of the Inspector General).

5. Certification of Vendor

By signature hereon, or on an offer incorporating these Representations, Certifications, and Other Statements of Offerors, the offeror certifies that they are accurate, current, and complete. These assurances are binding on the Vendor, its successors, transferees, and assignees, and the person or persons whose signatures appear below are authorized to sign these assurances on behalf of the Vendor.

Vendor Name:		
Signatures:	·	
Signatory Name:		
Signatory Title:		
Date:		



B. Certification Regarding Debarment, Suspension, or Proposed Debarment

	ertification, the offeror certified that neither it not proposed for debarment, or otherwise declared interest or agency.	
Vendor Name:		
Signatures:		
Signatory Name:		
Signatory Title:		
Date:		