



REQUEST FOR PROPOSAL

**[CONSTRUCTION AND UPGRADE OF THE PIPED WATER SYSTEMS
IN THE ROHINGYA REFUGEE CAMPS AND HOST COMMUNITIES]**

RFP DOCUMENT [BGD01/BD0004/2024/063]

RFP ISSUE DATE: [DECEMBER 04, 2024]

PROPOSAL SUBMISSION DEADLINE: [DECEMBER 15, 2024 BY 5:00PM]

**CARE USA
151 ELLIS STREET NE
ATLANTA, GA 30303-2440**

CONFIDENTIAL DOCUMENT

*PREPARED BY
CARE®*



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1. ABOUT CARE

At CARE, we seek a world of hope, inclusion, and social justice, where poverty has been overcome and people live with dignity and security.

This has been our vision since 1945, when we were founded to send lifesaving CARE Packages® to survivors of World War II. Today, CARE is a leader in the global movement to end poverty. We put women and girls in the center because we know we cannot overcome poverty until all people have equal rights and opportunities. In 2019, CARE worked in 100 countries and reached 70 million people with an incredible range of life-saving programs.

To know more about CARE, visit: <https://www.care.org/our-work/>

2. GENERAL CONDITIONS AND CLAUSES

2.1. CARE'S GENERAL CONDITIONS

The enclosed document is not an offer to contract, but a solicitation of a vendor's proposed intent. Acceptance of a proposal in no way commits CARE to award a contract for any or all products and services to any vendor.

CARE reserves the right to make the following decisions and actions based on its business interests and for reasons known only to CARE:

- To determine whether the information provided does or does not substantially comply with the requirements of the RFP
- To contact any bidder after proposal submittal for clarification of any information provided.
- To waive any or all formalities of bidding
- To accept or reject a proposal in whole or part without justification to the bidder
- To not accept the lowest bid
- To negotiate with one or more bidders in respect to any aspect of submitted proposal
- To award another type of contract other than that described herein, or to award no contract;
- To enter into a contract or agreement for purchase with parties not responding to this RFP
- To request, at its sole discretion, selected Vendors to provide a more detailed presentation of the proposal
- To not share the results of the bids with other bidders and to award contracts based on whatever is in the best interest of CARE.



Any material statements made orally or in writing in response to this RFP or in response to requests for additional information will be considered offers to contract and should be included by vendor in any final contract.

2.2. CONFIDENTIALITY/ NON-DISCLOSURE

All information gained by any vendor concerning CARE work practices is not to be disclosed to anyone outside those responsible for the preparation of this proposal. Any discussion by the vendor of CARE's business practices could be reason for disqualification. CARE, at their discretion, reserves the right to require a non-disclosure agreement.

Reciprocally, CARE commits that information received in response to this RFP will be held in strict confidence and not disclosed to any party, other than those persons directly responsible for the evaluation of the responses, without the express consent of the responding vendor.

Finally, the information contained within this RFP is confidential and is not to be disclosed or used for any other purpose by the vendor.

2.3. PUBLICITY

Any publicity referring to this project, whether in the form of press releases, brochures, or photographic coverage will not be permitted without prior written approval from CARE.

2.4. LIABILITY

The selected vendor(s) will be required to show proof of adequate insurance at such time as CARE is prepared to procure the services. The participating vendor will also be required to indemnify and hold harmless CARE for, among other things, any third-party claims arising from the selected vendor's acts or omissions and will be liable for any damage caused by its employees, agents or subcontractors.

2.5. FORCE MAJEURE

- a. Neither Party shall be responsible for a performance that is delayed, hindered, or is rendered inadvisable, commercially impracticable, illegal, or impossible by a "Force Majeure Event." A Force Majeure event includes, without limitation, an act of nature, a pandemic, emergency, civil unrest or disorder, actual or threatened terrorism, war, fire, governmental action or interference of any kind, power or utility failures, strikes or other labor disturbances, a health warning issued by the Center for Disease Control (or similar agency), any other civil or governmental emergency and/or any other similar event beyond a Party's reasonable control.
- b. The Party that seeks to invoke this Force Majeure provision (the "Affected Party") shall provide the other Party (the "Unaffected Party") with a written notice within ten (10) days of the date the Affected Party determines a Force Majeure Event has occurred.



2.6. ERRORS AND OMISSIONS

CARE expects the vendor will provide all labor, coordination, support, and resources required based on the vendor’s proposal and corresponding final SOW. No additional compensation will be available to the vendor for any error or omission from the proposal made to CARE. The only exclusions are add-ons, deletions, and/or optional services for which the vendor has received written authorization from CARE.

2.7. OWNERSHIP OF WORK

All work created during this evaluation must be original work, and no third party should hold any rights in or to the work. All rights, title and interest in the work shall be vested in CARE.

2.8. CONFLICT OF INTEREST

CARE encourages every prospective Supplier to avoid and prevent conflicts of interest, by disclosing to CARE if you, or any of your affiliates or personnel, were involved in the preparation of the requirements, design, specifications, cost estimates, and other information used in this RFP.

3. COMPANY PROFILE & BIDDER’S DECLARATION

Bidders are requested to complete this form, including the Company Profile and Bidder’s Declaration, sign it and return it as part of your proposal. No alterations to its format shall be permitted and no substitutions shall be accepted.

3.1. COMPANY PROFILE

Table 4.1.A Previous Work with CARE

Have you already had previous transactions with CARE?	Yes	No
	<input type="checkbox"/>	<input type="checkbox"/>
If marked “Yes”, please provide the year of the latest transaction with CARE and the requirement that was delivered. (This is to inform everyone that this information is for system checking only. This will not be part of any evaluation process.)		
If you marked, “No” on the table above, please answer the Table 4.1.A. below:		

Table 4.1.B Other Information

Item Description	Detail(s)
Legal name of bidder	
Legal Address, City, Country	
Website	
Year of Registration	



Company Expertise	
Bank Information (Please answer below)	
Bank Name:	
Bank Address:	
IBAN:	
SWIFT/BIC:	
Account Currency:	
Bank Account Number:	

Previous relevant experience: 3 contracts				
Name of previous contracts	Client & Reference Contact Details	Contract Value	Period of activity	Types of activities undertaken

3.2. BIDDER'S DECLARATION

Yes	No	
<input type="checkbox"/>	<input type="checkbox"/>	Ethics: By submitting this Proposal/Quote, I/we guarantee that the bidder has not engaged in any improper, illegal, collusive, or anti-competitive arrangements with any competitors; has not directly or indirectly contacted any buyer representative (aside from the point of contact) or gather information regarding the RFP; and has not attempted to influence or offer any type of personal inducement, reward, or benefit to any buyer representative.
<input type="checkbox"/>	<input type="checkbox"/>	I/We affirm that we will not engage in prohibited behavior or any other unethical behavior with CARE or any other party. We also affirm that we have read the general clause and conditions included in this RFP and that we will conduct business in a way that avoids any financial, operational, reputational, or other undue risk to CARE.
<input type="checkbox"/>	<input type="checkbox"/>	Conflict of interest: I/We warrant that the bidder has no actual, potential or perceived Conflict of Interest in submitting this Proposal/Quote; or entering into a Contract to deliver the Requirements. CARE Procurement's Point of Contact will be notified right away by the bidder if a conflict of interest occurs during the RFP process.
<input type="checkbox"/>	<input type="checkbox"/>	Bankruptcy: I/We have not declared bankruptcy, are not involved in bankruptcy or receivership proceedings, and there is no judgment or pending legal issues that could hinder the ability to conduct business.
<input type="checkbox"/>	<input type="checkbox"/>	Offer Validity Period: I/We confirm that this Proposal/Quote, including the price, remains open for acceptance for the Offer Validity.



<input type="checkbox"/>	<input type="checkbox"/>	I/We understand and recognize that you are not bound to accept any proposal you receive, and we certify that the goods offered in our Quotation are new and unused.
<input type="checkbox"/>	<input type="checkbox"/>	By signing this declaration, the signatory below represents, warrants and agrees that he/she has been authorized by the Organization/s to make this declaration on its/their behalf

Supplier Name:	
Title/Designation:	
Company Name:	
Date:	
Signature	

4. CONDITIONS AND GUIDELINES FOR SUBMISSION OF PROPOSAL

4.1. PROPOSOSAL GUIDELINES

This Request for Proposal represents the requirements for an open and competitive process.

All vendors must provide written notification via email to (tanvir.ahmmed@care.org with CC bgd.coxprocurement@care.org) of their intent to participate, or not to participate in the bidding process by [December 09,2024].

Proposals will be accepted until **5:00 PM BD time [December 15,2024], Submitted via Hardcopy document at CARE Cox’s Bazar Regional Office, please see below tender submission method under clause 4.7 (d).**

Any proposals received after this date and time will not be accepted. All proposals must be signed by an official agent or representative of the company submitting the proposal.

If the organization submitting a proposal must outsource or contract any work to meet the requirements contained herein, this must be clearly stated in the proposal. Additionally, all costs included in the proposals must be all-inclusive to include any outsourced or contracted work. Any proposals which call for outsourcing or contracting work must include a name and description of the organizations being contracted.

All costs must be itemized to include an explanation of all fees and costs.



Contract terms and conditions will be negotiated upon selection of the winning bidder for this RFP. All contractual terms and conditions will be subject to review by the CARE legal department, and will include scope, budget, schedule, and other necessary items pertaining to the project.

You must respond to every subsection including statement, question, and/or instruction without exception.

Any verbal information obtained from, or statements made by representatives of CARE shall not be construed as in any way amending this RFP. Only such corrections or addenda as are issued in writing by CARE to all RFP participants shall be official. CARE will not be responsible for verbal instructions.

4.2. PROJECT PURPOSE AND DESCRIPTION

CARE is issuing this RFP (Request for Proposal) soliciting qualified vendors to submit proposals intended for the [Construction and upgrade of the piped water systems in the Rohingya refugee camps and host communities].

This RFP is an invitation to bid, not an offer of contract. Bidders must submit a response that complies with the minimum requirements contained herein.

4.3. PROJECT OVERVIEW

CARE is seeking a contractor to submit proposals intended for the [Construction and upgrade of the piped water systems in the Rohingya refugee camps and host communities]

Requirement & Specs	Qty.	Unit of Measurement	Required Delivery Lead Time	Delivery Address	Contract Period
Construction and upgrade of the piped water systems in the Rohingya refugee camps and host communities as per the attached BoQ, Design and Drawing	PKG	01	04 Month	As per the TOR	As per the TOR

Work location: Mocharkhula Host Community , Camp 15 Block F&H, Camp 15 Block F&H, Under Cox’s Bazar District.

[The detailed requirements are available in the attached BOQ, please go through the BOQ and submit the proposal accordingly].

Item #	Other Requirements	
1	Delivery Date & Time	Bidder shall submit the delivery plan of the service along with the technical proposal
2	Delivery Terms	<input type="checkbox"/> EXW [Ex-works (Place)]



	(incoterms)	<input type="checkbox"/> FCA [Free Carrier (Port)] <input type="checkbox"/> FAS [Free Along-Side Ship (Port)] <input type="checkbox"/> FOB [Free On-Board (Port)] <input type="checkbox"/> CFR [Cost, & Freight (Port)] <input type="checkbox"/> CIF [Cost, Insurance & Freight (Port)] <input type="checkbox"/> CPT [Carriage Paid-To (Place)] <input type="checkbox"/> CIP [Carriage & Insurance Paid-To (Place)] <input type="checkbox"/> DAP [Delivered at Place (Place)] <input type="checkbox"/> DPU [Delivered at Place Unloaded (Place)] <input checked="" type="checkbox"/> DDP [Delivered Duty Paid (Place)]
3	Custom Clearance (Must be linked to Incoterms at origin)	<input type="checkbox"/> Not Applicable. Shall be done by _____ <input type="checkbox"/> Shouldered by CARE <input checked="" type="checkbox"/> Supplier/ Bidder <input type="checkbox"/> Freight Forwarder
4	Exact Address(es) of Delivery Location	As per the attached TOR
5	Warranty Period	Standard Manufacturer's Warranty (if applicable)
6	Payment Terms	30 Days upon Receipt of items
7	Quotation Validity	The quote needs to be valid for 90 days to cover all the days from bidding up to the award process. However, once the contract has been released, it shall be valid for the same coverage as reflected in the requirement above.

- Liquidated Damage: In the event of failure on the service providers part to meet the agreed deadline CARE-Bangladesh reserves the right to penalize the service provider as per the rate as prescribed below for delay per day from the deadline. The penalty will be deducted from the service providers' invoice as per the percentages stated below. % to be deducted on the Invoice value
 - a) First 10 days delay:1% of the Invoice value
 - b) From 11 to 20 days delay: 2.5% of the Invoice value
 - c) From 21 to 30 days delay: 3.5% of the Invoice value
 - d) Above 30 days delay: 5% of the Invoice value
 - e) Above 30 days delay: the termination clause may also be applicable.

- In accordance with Section 184A Subsection (3) of the Bangladesh Government Gadget issued on 30 June 2022, CARE Bangladesh requests that each Service provider submit a 'proof of submission of the return' document with their tender/bidding document as a requirement. If the Service provider fails to provide this document, the rate of withholding tax under rate sections 52, 52AA, and 53F will otherwise be increased by 50% at the time of payment.

- CARE Bangladesh reserves the right to Splitting Orders by Items number/Site wise, CARE Bangladesh also reserves the right to accept or reject any or whole quotations without assigning any reasons, whatsoever.”
- **Manner of payment will be followed the below schedule:**

Payment No	Milestone Description	Percentage (%) of Agreement Price to be paid	Cumulative Percentage (%) of agreement will be paid
1st payment	After successful completion of 25% of total work by value	15%	15%
2nd payment	After successful completion of another 50% of total works by value	25%	40%
Final Payment	After successful completion of 100% of total work by value, the rest of the payment will be paid upon getting a 10% retention amount from vendor in a Pay Order form.	60%	100%
Retention Amount	The retention amounts 10 % will be considered as warranty money and the vendor will issue a Pay Order/BG in favor of CARE. This amount will be kept in CARE for the next 03 month.		

Note: Depending on the project requirements/field circumstances, the final work may rise or be reduced. As a result, the final payment will be considered as per actual work.

4.4. PROJECT TIMELINE

All bidders are advised to strictly follow the timeline below as noted.

Any technical questions arising during the preparation of your response to this RFP should be submitted in writing via email to [Md Tanvir Ahmmed] (tanvir.ahmmed@care.org with CC bgd.coxprocurement@care.org) no later than **[December 11, 2024]**.

Schedule of Activities/ To-do	Date of the Activity/ Deadline of Submission	Responsible	Remarks
RFP Issued	<i>[December 04, 2024]</i>	CARE	
Supplier to notify CARE of intention to participate in bidding	<i>[December 10, 2024]</i>	Supplier	Deadlines must be strictly observed.
Deadline for submission of clarification questions to CARE	<i>[December 11, 2024]</i>	Supplier	Deadlines must be strictly observed.



CARE to answer all clarifications	[December 12, 2024]	CARE	
Supplier's Deadline of Submission of Proposal	[December 15, 2024, by 5 :00pm]	Supplier	Deadlines must be strictly observed.
Evaluation of Proposal	From [December 16, 2024] to [December 19, 2024]	CARE	
Vendor presentation (if required)	Not Required at this moment	Supplier	
Finalists selected	[December 24, 2024]	CARE	Upon notification, the contract negotiation with the winning bidder will begin immediately.

Note: A PRE-BID MEETING WILL BE HELD VIA ZOOMAS PER THE FOLLWING SCHEDULE TO CLARIFY THE REQUIREMENTS.

Pre-Bid Meeting Date & Time :**08 December 2024 at 11:00am to 12:00pm**

Join Zoom Meeting

<https://careorg.zoom.us/j/98032244009?pwd=Jy0pG5QXBjflJfaz6zFTHZ14a0YAn3.1>

Meeting ID: 980 3224 4009

Passcode: 740346

4.5. PROJECT REQUIREMENTS

ESSENTIAL CRITERIA / ELIGIBILITY CRITERIA [‘Pass’ / ‘Fail’]

Criteria that VENDOR must meet in order to progress to the next round of evaluation. If a VENDOR does not meet any of the essential criteria / eligibility criteria, they will be excluded from the evaluation process immediately. These criteria are scored as ‘Pass’ / ‘Fail’. To become eligible for this tender, the VENDOR must submit the following documents along with their technical proposal. Without these documents, the VENDOR will not be eligible for the next level.

Sl	Documents
I.	<p>Business Documents: Following business shall be submitted with tender file.</p> <ul style="list-style-type: none"> • Updated Trade License (FY: 24-25) • TIN Certificate (Individual / business) • Tax Token/ Income Tax Certificate (FY-23-24) • BIN Certificate (13 Digit) • Incorporation Certificate for the Limited Company • Photocopy of bank account cheque leaf.

Sl	Documents
II.	<p>Relevant Experience:</p> <ul style="list-style-type: none"> • The VENDOR must complete at least two (2) relevant contracts successfully within the last five (5) years and each contracted value must be at least BDT 30,00, 000.00 (BDT Thirty Lac). • This transaction should be within the last five (5) years. (Period October 2019 to September 2024)
III.	<p>Earnest Money: The vendor has to submit BDT 5,00,000 (BDT Five Lac) through pay order/Bank Guarantee (BG) in favor of CARE Bangladesh from any scheduled Bank of Bangladesh Govt. as Earnest Money.</p>
IV.	<p>Financial Capability: The minimum amount of liquid assets [i.e. working capital or credit line] of the vendor shall be BDT 50,00,000 (BDT Fifty Lac). Vendor needs to submit Bank Statement / Balance Certificate / Credit facilities as proof of liquid asset and showing the last balance of equal or more than BDT 50,00,000 (BDT Fifty Lac).</p>
V.	<p>Due Diligence: CARE Bangladesh will ensure due diligence/check anti-terrorism status through CARE approved channel. The vendor should not participate in this Tendering process if has been barred/blacklisted by any government, non-government entities.</p>
VI.	<p>Customer Reference: 03 (Three) Customer reference-</p> <ul style="list-style-type: none"> • The Tenderer must submit the relevant work completion certificate/performance certificate from their 3 (Three) clients with contact details to prove the satisfactory customer feedback. • If any referee provides dissatisfactory feedback on the performance, the tenderer will not qualify for the next level
VII.	<p>Site Visit Report: Site visit report must be submitted by VENDOR using specific format (Annex -02)</p>

Note: Only Eligible vendor's will be moved to the next evaluation process.

a. Technical Requirements – 70%

Technical part (70% number) will be evaluated on straight proportion method which means the highest number will get the highest score. **For the detailed technical evaluation criteria please see the attached Annex 01.**

b. VALUE & COST (Financial Requirements)- 30 %

The financial proposal will be evaluated on inverse proportion method, which means the lowest bidder will get the highest score.

Compliance with Requirements



	Yes, we will comply	No, we cannot comply	If marked as “No”, please provide counter proposal
Minimum Technical Specifications	<input type="checkbox"/>	<input type="checkbox"/>	
Delivery Lead Time	<input type="checkbox"/>	<input type="checkbox"/>	
Delivery Term (INCOTERMS)	<input type="checkbox"/>	<input type="checkbox"/>	
Warranty Period (if applicable)	<input type="checkbox"/>	<input type="checkbox"/>	
Validity of Quotation	<input type="checkbox"/>	<input type="checkbox"/>	
Payment Terms (30 Days)	<input type="checkbox"/>	<input type="checkbox"/>	
Other Requirements (Please specify)	<input type="checkbox"/>	<input type="checkbox"/>	

4.6. EVALUATION CRITERIA

CARE will evaluate all proposals based on the following criteria. To ensure consideration for this Request for Proposal, your proposal should be complete and include all of the following criteria , Detailed outline in the above sections 4.5.

- **Overall Proposal Suitability:** proposed solution(s) must meet the scope and needs included herein and be presented in a clear and organized manner
- **Previous Work and Awards:** Bidders will be evaluated on examples of their work pertaining to the requirement as well as client testimonials and references
- **Technical Expertise and Organizational Experience:** Bidders must provide descriptions and documentation of staff technical expertise and experience. Bidders also need to provide their experiences as an organization which include but not limited to years of experiences, financial stability, expertise, and edge to other competitors.
- **Value and Cost:** Bidders will be evaluated on the cost of their solution(s) based on the work to be performed in accordance with the scope of this project.

CARE will review proposed budgets and pricing after the initial review of the criteria above.*

4.7 OTHER TERMS AND CONDITIONS:

a. EARNEST MONEY

- The vendor should be accompanied by a Pay Order / Bank Guarantee (BG) BDT 5,00,000.00 (BDT Five Lac) from any Scheduled Bank in favor of ‘CARE Bangladesh’ in a sealed envelope.
- The Earnest Money shall remain valid for at least 60 (Sixty) days from the Tender submission date.
- The authenticity of the Earnest Money submitted by Tenderers will be examined and verified by the CARE Bangladesh at its discretion in writing from the issuing bank. If the Earnest Money document is found to be not authentic, CARE Bangladesh will not consider those tender.

- The Earnest Money will be returned to all vendors after successful completion of awarding contract to a successful vendor.
- The successful vendor will submit a performance security as stated in performance security clause before taking over the Earnest Money and signing of the Agreement.
- The Earnest Money may be forfeited, if a vendor:
 - Withdraws its Tender after opening of Tenders but within the validity of the Tender.
 - Refuses to accept a Notification of Award.
 - Fails to furnish performance security.
- Refuses to sign the Agreement, or
- Does not accept the correction of the Tender price following the correction of arithmetic errors.

b. SECURITY MONEY/ PERFORMANCE SECURITY

- The successful vendor shall furnish the performance security 5% (Five percent) of the total agreed value in the form of a Pay Order / Bank Guarantee (BG) issued by any scheduled bank in Bangladesh within 07 (seven) days of receipt of the email notification of Agreement or letter of intent, or before the signing of the final Agreement.
- Pay Order of performance security money will be released to the Tenderer after successful completion of entire tasks awarded under the Agreement.
- Performance Security should be valid until sixty (60) days beyond the intended completion date of the assigned task. If the intended completion date is to be extended, the validity of the Performance Security shall be extended for the period until sixty (60) days from the new intended completion date.
- The CARE Bangladesh will verify the authenticity of the Performance Security document submitted by the successful Tenderer by sending a written request.
- The performance security money will be forfeited if the successful vendor does not maintain adequate quality, is unable to finish work, or finds any disputes throughout the Agreement.

c. SUBMISSION FORMAT & TENDERER RESPONSE DOCUMENT

- **Envelope A (Commercial Proposals):** Commercial proposals need to include detailed price information using BOQ (please see the Annex-03).
- **Envelope B (Technical):** Below documents need to be enclosed in this envelope:
 - ✓ Millstone of work completion time (detailed work plan from site handover to work completion date)

- ✓ Work experience certificate (i.e. Purchase Order, work completion documents /Certificate etc.)
 - ✓ Equipment list
 - ✓ Profile of Site engineers
 - ✓ Site visit Report
 - ✓ Business Documents
 - ✓ Signed vendor questionnaire form (Annex-04)
 - ✓ Signed vendor disclosure form (Annex-05)
 - ✓ Any other documents as relevant.
- **Envelope C (Earnest Money):** The vendor should submit the Pay Order of Earnest Money amounting BDT 5,00,000 (BDT Five Lac) in an individual sealed envelope.
 - **Marking the Envelop):** The vendor must be marked tender envelopes as follows:
 - ✓ Tender Ref: BGD01/BD0004/2024/062
 - ✓ Items Name: QUOTATION FOR CONSTRUCTION AND UPGRADE OF THE PIPED WATER SYSTEMS IN THE ROHINGYA REFUGEE CAMPS AND HOST COMMUNITIES

d. TENDER SUBMISSION METHOD

Hardcopy Submission: Interested parties are requested to drop their tender in the Tender Box which is kept at the address below.

- ✓ CARE Bangladesh. Cox's Bazar Regional Office, Sayeman Heritage Residence (2nd Floor – Eastern Part), Gate #1, Baharchara, Cox's Bazar-4700, Bangladesh

Electronic Submission: CARE Bangladesh will not accept any electronic submission

e. RETENTION AMOUNT/WARRANTY MONEY

- Upon receipt of the final bill and completion certificate from both the vendor and CARE engineers, CARE will issue a request letter to the contractor for the retention amount. The contractor is required to provide a Bank guarantee or Pay Order in favor of CARE Bangladesh. This financial instrument must be issued by any scheduled bank in Bangladesh.
- The amount of the Bank guarantee or Pay Order shall be equivalent to **10% of the total bill amount**, as specified by CARE. The said amount will be held in CARE Cox's Bazar Finance Department as a retention amount.

- The validity period of the Bank guarantee or Pay Order must be one year from the date of issuance.
- CARE will release the entire 100% payment of the total bill amount upon compliance with the above conditions.
- CARE Bangladesh reserves the right to claim against the Retention Money if the vendor refuses to undertake necessary repairs and rectifications within the stipulated warranty period.
- In the event of a breach of the Agreement by the vendor, duly notified by CARE Bangladesh, and if corrective actions are required for satisfactory project completion within the warranty period, the vendor shall be responsible for addressing such issues, including fixing, changing, repairing, or completing any outstanding work.

f. SITE VISIT REPORT

The site visit report should be prepared using attached format (Annex 02) after physically visiting the site at the vendor's own expenses.

g. TENDER PRICE

- Vendor's shall fill in unit rates or prices for all items of the works both in figures as described in the BoQ.
- The items quantified in the BoQ for which no unit rates or prices have been quoted by the vendor will be treated as "no cost items" and which refers that vendor agreed to do this without any payment. It shall not be a reason to change the Tender price.
- Cost for risk coverage, all applicable taxes, custom duties, VAT and other levies payable by the Tenderer under the Agreement shall be included in the unit prices and the total Tender price.
- The Agreement price may vary depending on the actual work subject to the approval of the CARE authorized person.

h. PERIOD DEFECT LIABILITY/WARRANTY PERIOD:

- The Defects Liability Period/Warranty period is Three (03) months from the date of work completion and handed over to the CARE Authority.
- The representative of CARE Bangladesh shall check the works and its quality executed by the vendor and notify the Tenderer of any deviation found. Such checking shall not relieve the vendor from his or her obligations. The Project Engineer may also instruct the vendor to search for a defect and to uncover and test any works/materials that the Project Engineer considers not qualified standards.

- If the vendor has not corrected a defect within the time specified in the notice given by the representative of CARE Bangladesh, CARE Bangladesh shall assess the cost of having the defect corrected by it, and the vendor shall remain liable to pay the expenditures incurred on account of correction of such Defect; and/or expenditures incurred on account of correction of such defect shall be adjusted from retention amount or performance security money .

i. PERIOD DEFECT LIABILITY/WARRANTY PERIOD:

- The vendor will need to fulfil the requirements of Scoping Statement, Environmental Review Checklist, Environmental Mitigation and Monitoring Plan (EMMP) and other environmental compliance-related documents of the project as required. Typically-
- Vendor will ensure required Personal Protective Equipment (PPE) for the workers in each of the work sites and ensure that the workers use required PPE (e.g. hand gloves, safety glasses, safety shoe, ladder, safety helmet, harness belt, earmuffs, safety security sign, demarcation of danger area if any, safety jacket etc.)
- The vendor will ensure proper management system for the construction debris
- The vendor will ensure proper management system for construction related wastewater
- The vendor will emphasize that children's and community health and safety is ensured related to their work.
- The vendor will take mitigation measures (e.g., sprinkling of water, covering construction materials) to control dust if generated from their works
- Vendor will ensure safe drinking water and sanitation facilities for the workers in each of the work sites
- The Construction Engineer/Construction Supervisor of the vendor will conduct regular awareness sessions on Environment, Health, and Safety (EHS) regularly for the workers before they start their work at each of the work sites. (e.g. First Aid Box, Fire Extinguisher).
- During work in progress the work might be cognizant to GOB official engineers for monitoring.

j. ADDITIONAL /REDUCTION OF WORKS:

Additional or reduction of work may require considering on real times projects demand. In those circumstances, the final payment will be settled as actual work. If it is needed to make any addition & or reduction of work along with the BOQs, the vendor should get prior approval from the procurement department.



VENDOR'S SUBMISSION CHECK LIST

We, the undersigned vendor, hereby confirm that we have completed all sections of the Vendor Response Document as required :

CRITERIA	Required Documents	Please Tick
ELIGIBILITY CRITERIA	Business Documents (as mentioned above)	
	02 PO/contract paper/ Work completion certificate	
	Earnest Money: BDT 5,00,000 (BDT Five Lac)	
	Bank Statement / Balance Certificate / Credit facilities	
	03 Customer reference	
	Site Visit Report	
	Signed vendor questionnaire	
TECHNICAL CRITERIA	Signed vendor disclosure	
	PO/Contract/Completion Certification with value / Audit Report	
	Company Profile	
	Questionnaire -Annex 01	
	Delivery Lead Time	
FINANCIAL CRITERIA	Work plan	
FINANCIAL CRITERIA	Complete BOQ and top sheet	
CV	Construction Engineer & Construction Supervisor	
EQUIPMENT CAPACITY	A list of equipment	

ENCLOSED ATTACHMENTS:

- ANNEX 01: TECHNICAL QUESTIONNAIRE
- ANNEX 02: SITE VISIT REPORT TEMPLATE
- ANNEX 03: BOQ, DESIGN & DRAWING
- ANNEX 04: VENDOR QUESTIONNAIRE FORM
- ANNEX 05: VENDOR DISCLOSURE AGREEMENT