

CARE Bangladesh

Terms of Reference (ToR)

Procurement of Construction Materials — Framework Agreement (2 Years, Cox's Bazar Refugee Camps)

1. Background and Objective

CARE is a leading international humanitarian organization fighting global poverty and injustice, with a special focus on working with women and girls. Founded in 1945, CARE works across 104 countries and has been active in Bangladesh since 1949, implementing large-scale initiatives in partnership with the Government of Bangladesh. CARE Bangladesh is one of CARE's oldest and largest country offices.

Placing women and girls at the center of its work enables CARE Bangladesh to tackle the root causes of poverty and inequity among Bangladesh's rural and urban populations. Working with over 100 partners and reaching millions of beneficiaries, CARE Bangladesh strengthens marginalized, excluded, and extremely poor communities, builds resilience to shocks, and amplifies voices to influence governance, public policy, and development planning and practice. This work spans livelihoods and household security, health and hygiene, nutrition, governance, small enterprise development, disaster and climate risk reduction, and emergency response — underpinned throughout by the empowerment of women and girls.

To learn more, visit www.carebangladesh.org

The objective of this ToR is to identify a qualified business entity (or entities) to supply high-quality construction materials to CARE Bangladesh's operations in the Cox's Bazar refugee camps, on an as-and-when-required basis, over the life of a Framework Agreement. All work shall be performed in accordance with the terms and conditions stipulated in this ToR and the resulting Contract/Framework Agreement.

2. Objective of the Framework Agreement

To establish a Long-Term Agreement / Framework Agreement for construction materials for a period of two (2) years, ensuring a reliable and responsive supply chain that meets CARE Bangladesh's project and program needs in the camps.

3. Scope of Work

- Supply and deliver construction materials in accordance with the approved Bill of Quantities (BoQ), upon receipt of duly issued Purchase Orders (POs).
- Maintain sufficient stock and production/sourcing capacity to respond to CARE Bangladesh's fluctuating and as-needed demand within the agreed lead times.
- Ensure all materials conform to the specifications, applicable national standards (e.g., BSTI, where relevant), and the physical samples approved during the evaluation process.
- Deliver materials to camps 06, 07, 10, 11, 12, 13, 14, 15, 16, and 19, and any other camp locations in Ukhiya and Teknaf, Cox's Bazar, as notified by CARE Bangladesh.
- Comply with the delivery timeline stated in each PO and/or the BoQ.
- Provide all required documentation with each delivery, including delivery challan and Mushak 6.3.
- Replace, at no additional cost, any materials rejected as substandard or non-conforming, within the timeframe specified by CARE Bangladesh.

- Comply with CARE Bangladesh's safeguarding, PSEA, environmental, labor, and Code of Conduct policies throughout the duration of the agreement.

4. Required Materials

The full list of required materials, specifications, and estimated quantities is provided in Annex 1: Bill of Quantities (BoQ). Actual quantities ordered may vary from estimates based on actual project and program needs.

5. Expected Delivery Locations

Materials must be delivered to camps 06, 07, 10, 11, 12, 13, 14, 15, 16, and 19, and to other camp locations as required, within Ukhiya and Teknaf upazilas, Cox's Bazar district.

6. Framework Agreement Duration

The agreement shall be valid for two (2) years from the date of signing, with the possibility of an extension of up to one (1) additional year, subject to satisfactory performance and mutual agreement between both parties.

7. Period of Bid Validity and Price Adjustment

Quoted prices must remain valid for the full two-year period. Prices may be reassessed and adjusted annually, by mutual agreement, only under the following conditions:

- The Government-declared VAT/Tax rate has been revised; or
- Market prices have changed significantly, as verified by the CARE Bangladesh procurement team.

This provision is intended to ensure flexibility, reflect changing market conditions, and foster a fair and sustainable long-term partnership.

8. Vendor Qualification Requirements

- Legally registered with valid business documents, including Trade License, BIN, e-TIN, and Tax Certificate.
- Demonstrated experience supplying similar construction materials in the camps in Ukhiya & Teknaf, Cox's Bazar.
- Demonstrated capacity to deliver materials of consistent quality within the stipulated timeline.
- No record of fraud, corruption, or debarment by CARE, other INGOs, UN agencies, or Government of Bangladesh bodies.

9. Eligibility Criteria (Pass/Fail)

Interested suppliers must submit the following documents. Eligibility will be assessed strictly on a Pass/Fail basis:

- Updated Trade License
- E-TIN Certificate
- Latest Tax Certificate or Proof of Tax Return Submission (Acknowledgement Slip)

- BIN Certificate (13-digit)
- Copy of a bank cheque leaf (MICR cheque)
- **Vendor Disclosure Form**

All bidders must meet the eligibility requirements above to proceed to the technical evaluation stage. Failure to meet any mandatory requirement, or to submit any required document, will result in an automatic Fail and disqualification from the tender process. Bidders who satisfy all requirements will receive a Pass and proceed to the next stage.

10. Evaluation and Selection Criteria

10.1 Technical Evaluation Criteria (Score: 100, Weight: 80%)

Technical Evaluation Criteria	Allotted Score (Max)
1. Proposal Suitability	
A. Previous Relevant Work Experience supplying construction materials in the camps in Ukhiya & Teknaf, Cox's Bazar. A minimum of 5 work orders/agreements from 5 different organizations, issued within the last two years, must be submitted: 1 work order = 10 marks 2 = 20 marks 3 = 30 marks 4 = 40 marks 5 = 50 marks	50%
B. Organizational Profile with updated legal document: (Trade License, E-TIN Certificate, Latest Tax Certificate, BIN Certificate, bank cheque leaf-MICR cheque); <i>if any bidder fails to submit any of the stated documents, it will be scored 1, that means unacceptable.</i>	30%
TOTAL (Technical)	80%

10.2 Selection Methodology

Suppliers will be evaluated against the above-mentioned technical criteria. CARE Bangladesh may establish **Non-Fixed Price Framework Agreements (FWAs)** with all technically qualified suppliers for a period of two years. The Non-Fixed Price FWA will define the general terms, conditions, and performance expectations under which future call-offs or work orders may be issued.

Call-off and Contract Award: During the FWA period, CARE Bangladesh will invite financial quotations from the framework suppliers based on specific requirements as and when needed. Contract awards will be made through a mini-competition, with selection based on the **lowest-priced technically responsive offer** or the **best overall value for money**, considering both technical compliance and cost, as applicable to the procurement requirement.

CARE Bangladesh reserves the right to accept or reject, partially or fully, any or all quotations without assigning any reason. CARE Bangladesh may decline to select the lowest bidder if quality or specifications are not satisfactory, and is not obligated to explain its selection decisions. The Procurement Committee reserves the right to accept or cancel any or all proposals without assigning any reason.

10.3 Technical Evaluation Ranking Scale

Each criterion is scored on a scale of 1 (lowest) to 5 (highest):

Score	Rating
1	Non-complying
2	Below Acceptable
3	Acceptable
4	Good
5	Excellent

1. Application / Submission Process

Interested and qualified bidders should submit Technical and Financial proposals in two separates, clearly labeled folders to [BGD.Procurement@care.org] on or before 25 July 2026.

11. Technical Proposal

- Organizational profile with legal documents: Latest Trade License (FY26-27), E-TIN Certificate, latest Tax Return copy, BIN Certificate, copy of bank cheque, and signed Vendor Questionnaire and Vendor Disclosure Form.
- Evidence of previous relevant work experience supplying construction materials in the camps in Ukhiya & Teknaf, Cox's Bazar (minimum 5 work orders/agreements from 5 different organizations).
- Completed and signed CARE RFQ Template and this SoW (Scope of Work), acknowledged and signed.

12. Terms and Conditions

- CARE Bangladesh reserves the right to cancel, terminate, or halt the procurement process at any stage without justification to bidders, notwithstanding any time or resources the bidder has invested in preparing a proposal.
- CARE Bangladesh reserves the right to monitor the quality and progress of work throughout the delivery period.
- No advance payment will be made against the agreement.
- All quoted prices must be inclusive of VAT, tax, transportation, and all associated costs. Applicable tax rules and regulations will be strictly followed.
- Mushak 6.3 must be provided with each bill and challan. VAT and Tax will be deducted at source in accordance with Government of Bangladesh (GoB) rules.
- CARE Bangladesh reserves the right to accept or reject, partially or fully, any or all quotations without assigning any reason, and is not obligated to select the lowest bidder.
- CARE Bangladesh reserves the right to enter into framework agreements with multiple vendors for the same goods or services.

- Bidders must disclose to CARE Bangladesh any involvement (by themselves, affiliates, or personnel) in the preparation of the requirements, design, specifications, cost estimates, or other information used in this tender document, to avoid and prevent conflicts of interest.
- CARE Bangladesh is not obligated to accept any quotation or award a Work Order, and bears no responsibility for any costs incurred by a supplier in preparing or submitting a quotation, regardless of the outcome of the process.
- The selected vendor(s) shall be solely responsible for ensuring that no child labor is employed at any stage of the supply chain, in compliance with the Bangladesh Labour Act and applicable national and international labor standards.
- The supplier(s) may be awarded all items or a subset of items; bidders should submit proposals against the full attached BoQ.
- Awarded prices shall be fixed for two (2) years from the date the agreement is signed, subject to Section 7 (Period of Bid Validity and Price Adjustment).
- CARE Bangladesh will communicate requirements in writing with a Scope of Work; the vendor will respond with an official quotation following the agreed rates in the signed agreement.
- CARE Bangladesh will issue Purchase Orders (POs) to acquire goods on an as-and-when-required basis; the Framework Agreement does not guarantee any minimum order volume or value.
- The supplier(s) shall ensure all materials are delivered to the respective camp locations in good condition, within the time specified in each PO.

13. Environmental and Regulatory Compliance

All supplies under the Contract shall strictly adhere to applicable international, national, and local environmental laws and regulations. The selected vendor shall exercise environmental sensitivity throughout the execution of the contract, including but not limited to:

- Use of products, equipment, and methods that promote energy conservation and efficient resource utilization.
- Proper collection, handling, and disposal of all waste materials in accordance with local environmental regulations and at authorized disposal facilities.

14. Safety and Security

CARE Bangladesh will not be responsible for any injury (partial, full, or fatal) to the supplier/contractor, its representatives, local community members, or any other person occurring during the provision of services at any stage. In the event of any incident, the supplier/service provider shall bear all associated risks and costs. The supplier/contractor must comply with all applicable laws and regulations of the Government of Bangladesh (GoB) and CARE Bangladesh's site-specific safety requirements.

15. Safeguarding, PSEA, and Code of Conduct

The selected vendor and its personnel, agents, and subcontractors shall comply with CARE's Safeguarding Policy, Prevention of Sexual Exploitation, Abuse and Harassment (PSEAH) Policy, and Code of Conduct at all times while engaged under this agreement. CARE Bangladesh operates a zero-tolerance policy toward sexual exploitation,

abuse, and harassment, and toward exploitation of vulnerable populations, including in the refugee camps where this contract will be delivered.

- The vendor shall ensure its personnel do not engage in any form of sexual exploitation, abuse, harassment, or exploitation of beneficiaries or community members.
- The vendor shall promptly report any safeguarding or PSEA concerns to CARE Bangladesh's designated safeguarding focal point.
- Confirmed non-compliance with this section may result in immediate termination of the agreement, without prejudice to any other remedy available to CARE Bangladesh.

16. Anti-Fraud, Anti-Corruption, and Conflict of Interest

- The vendor shall not offer, give, or promise to give any gift, gratuity, or other benefit to any CARE staff, representative, or agent in connection with this procurement or resulting agreement.
- The vendor shall promptly disclose any actual or potential conflict of interest, including any relationship with CARE staff or their family members.
- CARE Bangladesh reserves the right to audit, investigate, and take appropriate action — including termination and referral to relevant authorities — in cases of suspected fraud, corruption, or collusion.

17. Confidentiality and Data Protection

The vendor shall treat all information, documents, and data obtained in connection with this agreement as confidential, and shall not disclose such information to any third party without CARE Bangladesh's prior written consent, except as required by law. The vendor shall handle any personal data in compliance with applicable data protection requirements and CARE's data protection standards.

18. Payment Terms

- Payments will be made in local currency (BDT) as per CARE Bangladesh's standard procedure. No advance payment will be made before completion of the expected deliverables.
- CARE's standard payment term is 30 days from receipt of goods and an accurate, complete invoice acceptable to CARE Bangladesh.
- CARE will deduct applicable VAT and Income Tax at source in accordance with GoB policies and procedures.
- Payments will be made via bank transfer to the vendor's registered bank account, as provided in the Vendor Questionnaire.
- The supplier will be paid in full upon satisfactory completion and acceptance of each delivery.

19. Warranty

The vendor warrants that all materials supplied are new, of the specified grade/brand, free from defects in material and workmanship, and conform in all respects to the approved specifications and samples. The vendor shall replace, at no cost to CARE Bangladesh, any materials found to be defective or non-conforming within [15 days] of delivery and acceptance, or such longer period as is standard for the material under manufacturer warranty.

20. Insurance and Liability

The vendor shall be responsible for insuring the materials against loss or damage during transit and shall bear all risk of loss until the materials are delivered to, and accepted by, CARE Bangladesh at the designated camp location. The vendor shall be liable for any loss or damage to CARE Bangladesh property or third parties arising from its negligence or breach of this agreement.

21. Penalty Clause

If the vendor fails to deliver goods within the period specified in the Contract/Purchase Order, CARE Bangladesh shall, without prejudice to any other remedy available under the Contract, deduct from the Contract/PO value a penalty equivalent to the percentage below:

Sl. No.	Total Delay	% Deducted from Contract/PO Value
1	First 5 days	2%
2	6 to 11 days	4%
3	12 to 20 days	6%
4	Above 20 days	Contract/PO may be terminated in line with the Termination clause

Note: The penalty will not apply where an extended completion time/period has been officially agreed and accepted in writing by CARE Bangladesh prior to the completion date stated in the PO.

22. Quality Assurance and Inspection

All materials must meet the specifications and standards defined in the PO and BoQ. CARE Bangladesh reserves the right to inspect materials at any stage and reject substandard supplies at the vendor's cost, including the cost of replacement and any resulting delay.

23. Sub-Contracting

The vendor shall not subcontract or assign any part of its obligations under this agreement to a third party without CARE Bangladesh's prior written consent. The vendor remains fully responsible for the performance of any approved subcontractor.

24. Force Majeure

Neither party shall be liable for any delay or failure to perform its obligations under this agreement to the extent such delay or failure results from an event beyond its reasonable control (including natural disaster, pandemic, or civil unrest), provided that the affected party promptly notifies the other party in writing and takes all reasonable steps to mitigate the impact and resume performance.

25. Dispute Resolution

The parties shall use reasonable efforts to resolve any dispute arising from this agreement amicably through good-faith negotiation. Any dispute that cannot be resolved within [30] days may be referred to arbitration in accordance with the Arbitration Act 2001 of Bangladesh, with the seat of arbitration in Dhaka and proceedings conducted in English.

26. Termination

CARE Bangladesh may terminate this agreement, in whole or in part, by written notice to the vendor, in the following circumstances:

- Material breach of the agreement that is not remedied within [14] days of written notice;
- For convenience, with [30] days' written notice, without any obligation to provide justification;
- Immediately, in the case of confirmed fraud, corruption, or violation of CARE's Code of Conduct, Safeguarding, or PSEA policies; or
- Insolvency, bankruptcy, or cessation of business by the vendor.

27. Governing Law

This agreement shall be governed by and construed in accordance with the laws of the People's Republic of Bangladesh.

28. Clarifications and Communication

Any queries regarding this ToR/SoW should be submitted in writing to [BGD.Procurement@care.org] no later than July 16, 2026. CARE Bangladesh is not obligated to respond to queries received after this date. Responses to substantive queries will be shared with all prospective bidders to ensure a fair and transparent process.

29. Annexes

- Annex 1: List of Materials
- Annex 2: ToR (for vendor signature)
- Annex 3: CARE RFQ Template (for vendor signature)
- Annex 4: Vendor Disclosure (for vendor signature)
- Annex 5: Vendor Questionnaire (for vendor signature)
- Annex 6: Procurement Process Overview (Aligned with Non-Fixed Price Framework Policy)