

CARE Bangladesh, Cox's Bazar Regional Office

Terms of Reference (ToR)

Non-Fixed Price Framework Agreement for Office Supplies/Office Consumables in Cox's Bazar for 2 years

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 is working across 104 countries to fight global poverty and marginalization. CARE 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 our work enables us to tackle the root causes of poverty and inequity amongst Bangladesh's rural and urban populations. Working with over 100 partners and reaching millions of beneficiaries, CARE Bangladesh creates lasting change by strengthening marginalized, excluded and extremely poor communities, building their resilience to shocks and amplifying their voices to influence governance, public policy, and development planning and practices. We work with the government, civil society, and the private sector to implement a holistic program that encompasses livelihoods and household security, health and hygiene, nutrition, governance, small enterprise development, disaster and climate risk reduction and emergency response. This is underpinned by the empowerment of women and girls, because when they are equipped with the proper resources, they have the power to lift whole families and communities out of poverty.

To learn more, visit www.carebangladesh.org

This Terms of Reference (ToR) aims to identify and engage a qualified supplier to establish a Two-Year Non Fixed Price Framework Agreement for the provision of office supplies and stationery for CARE Bangladesh, Cox's Bazar Regional Office. The agreement will support regular office operations, training sessions, workshops, and other programmatic activities, ensuring a reliable and cost-effective supply chain.

The selected supplier(s) shall provide the required items in accordance with the specifications, terms, and conditions outlined in this ToR and the applicable contract agreement.

2. Framework Agreement Duration:

The agreement will be valid for Two (2) years from the signing date, with the possibility of extension of 1 more year based on satisfactory performance and agreement between both parties.

3. Scope of Service:

The FWA will be established with the technically qualified bidders for Non-Fixed Price and during the contracted period CARE Bangladesh will seek the financial

proposal as per their requirements as and when required and the supplier will be selected based on the least price technically qualified suppliers.

- The selected supplier(s) will be awarded the contract at Non fixed prices, valid for two (2) years from the date the agreement is signed.
- CARE Bangladesh will communicate all requirements in writing. The Service Provider shall submit an official quotation.
- CARE Bangladesh will issue Purchase Order (PO) to acquire goods or services from successful bidders (as a when required basis).
- The Service Provider shall ensure timely and professional delivery of all goods to CARE Bangladesh's Cox's Bazar Regional Office and any other locations as specified in individual Purchase Orders.

4. Delivery Location: Cox's Bazar

5. Period of bid validity:

The period of proposal validity will be for 2 years (up to 31 July 2028).

6. Vendor Qualification Requirements

- Legally registered with valid business documents with trade license, BIN and Tax certificate.
- Vendor should have experience in supplying relevant items.

7. Safety and Security Clause:

CARE Bangladesh will not take any responsibility, if supplier or their any representative or any local community or any person will be any kinds of injured (i.e., partial, full, death etc.) during providing the service in any stage. If any incident occurs, the supplier will cover all risks and associated costs. The supplier must follow and comply with all laws and regulations of the GoB

8. Eligibility Criteria (Pass/Fail):

Interested suppliers are required to submit following business document and the required forms:

- Updated Trade License
- E-TIN Certificate
- Latest Tax Certificate or Proof of Tax Return Submission (Acknowledgement Slip)
- BIN Certificate (13-digit)
- A copy of a bank cheque leaf (Magnetic Ink Character Recognition – MICR Cheque)

All bidders must meet the eligibility requirements outlined above in order to proceed to the next stage of the evaluation process. The eligibility criteria will be assessed on a Pass/Fail basis.

Failure to meet any of the mandatory eligibility requirements or failure to submit any of the required documents specified above will result in an automatic Fail score, and the bidder will be disqualified from the tender process.

Bidders who successfully submit all required documents and satisfy all eligibility requirements will be awarded a Pass score. Such bidders will be considered eligible and will proceed to the next stage of the evaluation process.

9. Evaluation & Selection Criteria:

Technical Evaluation Criteria: (Score is 100 and weight is 80%)

Technical Evaluation Criteria	Allotted Score (Maximum)
1. Proposal Suitability:	
A. Previous Relevant Work Experiences for supplying Office Supplies in Cox's Bazar (minimum 5 work orders or agreements from five different organizations should be submitted) 1 work order or agreement within last two years will get 10 marks 2 work orders or agreements within the last two years will get 20 marks 3 work orders or agreements within the last two years will get 30 marks 4 work orders or agreements within the last two years will get 40 marks 5 work orders or agreements within the last two years will get 50 marks	50%
B. Organizational Profile with updated legal document: (Trade License, E-TIN Certificate, Latest Tax Certificate, BIN Certificate); if any bidder fails to submit any of the stated documents, it will be scored 1, that means unacceptable.	30%
Total Technical score	80%

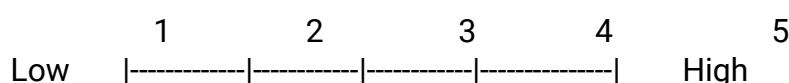
- *Selection Process: The supplier will be evaluated based on the above mentioned technical criteria and CARE Bangladesh may establish Non-Fixed Price FWA with technically qualified suppliers for next two years and during the contracted period*

CARE Bangladesh will seek the financial proposal as per their requirements as and when required and the supplier will be selected based on the least price technically qualified suppliers.

- The procurement committee reserves the right to accept or cancel any or all proposals without assigning any reason.

Technical Evaluation Ranking Range:

The ranking to evaluate is between 1 and 5, where 5 is the highest score:



Scoring:

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

CARE Bangladesh reserves the right to accept or reject partially or fully any or all quotations without assigning any reason whatsoever. CARE Bangladesh may not select the lowest bidder, if the quality, specifications etc. are not up to the mark and not bound to provide any explanation about the selection process.

Application process:

If you are interested and feel competent in carrying out this exciting work, please submit technical proposals to Juwel.Islam@care.org with a cc to BGD.CoxProcurement@care.org on or before 13 July 2026:

Technical Proposal:

1. **Organizational profile with Legal documents:** Latest Trade License (FY26-27), E-TIN Certificate, Latest Tax Return Copy, BIN Certificate, Copy of Bank Cheque, filled up and signed Vendor Questionnaire and Vendor Disclosure Form
2. ***Previous Relevant Work Experiences for supplying Office Supplies in Cox's Bazar*** (minimum 5 work orders or agreements from five different organizations should be submitted).
3. Filled up and signed CARE RFQ Template and ToR (Terms of Reference)

10. Terms and conditions:

- CARE Bangladesh reserves the right to cancel/terminate/halt the process without showing any justification to the bidder though they have given time and resources to submission of the proposal.
- CARE Bangladesh reserves the right to monitor the quality and progress of the work during the delivery, etc.
- No advance payment will be made against the agreement.
- All prices should be included in VAT, Tax, transportation and all associated costs. Tax rules and regulations will be followed strictly.
- Mushak 6.3 must be provided along with bill and challan. VAT and Tax will be deducted at source as per Govt. rules
- CARE Bangladesh reserves the right to accept or reject partially or fully any or all quotations without assigning any reason whatsoever. CARE Bangladesh may not select the lowest bidder, if the quality, specifications etc. are not up to the mark and not bound to provide any explanation about the selection process.
- CARE Bangladesh reserves the right to make framework agreement with multiple vendors for the same goods and services.
- CARE Bangladesh encourages every prospective bidder to avoid and prevent conflicts of interest, by disclosing to CARE Bangladesh if you, or any of its affiliates or personnel, were involved in the preparation of the requirements, design, specifications, cost estimates, and other information used in this tender document.
- CARE Bangladesh is not bound to accept any quotation, nor award a Work Order, nor be responsible for any costs associated with a Supplier's preparation and submission of a quotation, regardless of the outcome or the manner of conducting the selection process.
- The selected vendor(s) will be solely responsible for ensuring that no child labor is employed at any stage of the supplies, in compliance with the Bangladesh Labor Act, and applicable national and international labor standards.
- Environmental and Regulatory Compliance: All services performed under the Contract shall strictly adhere to all applicable international, national, and local environmental laws and regulations. The selected vendor shall exercise

environmental sensitivity throughout the execution of the contract. This includes, but is 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.
- The supplier(s) can be awarded for all the items or partial items basis; The bidder should submit proposal as per attached BoQ.
 - The supplier(s) will be awarded the contract under fixed prices that will be valid for the next 2 years effective from the date of agreement signed.
 - CARE Bangladesh will communicate in written about any requirement with a Scope of Work and procurement provider will submit an official quotation following the agreed rates mentioned in the signed agreement.
 - CARE Bangladesh will issue Purchase Order (PO) to acquire goods or services from successful bidders (as a when required basis).
 - The supplier(s) shall ensure that all the required materials are appropriately delivered to respective locations in the camps in good manner within the specified time as requested.
 - Safety and Security Clause: CARE Bangladesh will not take any responsibility, if supplier/contractor or their any representative or any local community or any person will be any kinds of injured (i.e., partial, full, death etc.) during providing the service in any stage. If any incident occurs, the supplier/service provider will cover all risks and associated costs. The supplier/contractor must follow and comply with all laws and regulations of the GoB.

11. Payment Terms:

- Payments in local currency will be paid as per standard procedure. There will not be any scope to pay in advance before completing the expected deliverables.
- CARE Standard Payment Terms are 30 days from receipt of goods or service and accurate & complete invoice acceptable to CARE Bangladesh.
- CARE will deduct applicable VAT and Income Taxes at source as per GoB policies and procedures.
- Payments will be made via bank transfer to the vendor's dedicated account as follows:
- The Supplier will be paid in full after completion of the deliverables.

12. Penalty Clause:

If the organization/agency fails to provide goods of any or all of the contract within the period (s) specified in the Contract / Purchase Order, the Purchaser shall, without prejudice to its other remedies under the Contract, deduct from the Contract Price / Purchase Order amount, as penalty, a sum equivalent to the percentage stated below:

Sl. No.	Total Delay	% to be deducted on the contracted value
01.	First 5 days	2%
02.	From 6 to 11 days	4%
03.	From 12 to 20 days	6%
04.	Above 20 days	The termination clause may be applicable as per the terms of PO.

**Deduction of the penalty amount will not be applicable in case if any extended completion time/ period is officially agreed and accepted by CARE Bangladesh after the completion date mentioned in PO.

13. Quality Assurance & Inspection

All products must meet the specifications and standards defined in the PO and BoQ. CARE reserves the right to inspect materials and reject substandard supplies at the vendor's cost.

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15. Annexes

- Annex-1: List of Items

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