

## **Appendix A: Terms of Reference**

### **2-year long Framework Agreement for Venue, Food, Accommodation**

#### **Rajshahi Area**

##### **About CARE:**

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](http://www.carebangladesh.org)

##### **Objective of the Assignment:**

The objective of this RFP is to find a business entity to provide hospitality services (Accommodation, Food, Venue and other logistics support for Training and workshop) to meet and respond to the needs of required services. All the items will be performed in accordance with the terms and conditions stipulated in this TOR and Contract template.

To establish a Long-Term Agreement for Venue, Food and Accommodation services for CARE Bangladesh to ensure smooth Supply Chain system to respond to project and program needs and organizing the residential and non-residential workshop, training and conference as well as accommodation of individuals.

##### **Scope of Service:**

- The service provider (s) can be awarded for all the items or partial items basis, The bidder should submit proposal for the items like – Accommodation, Food, venue, Logistics support materials cost and package rate including Breakfast, Lunch and Dinner (if available) in **Appendix-B**.
- The Service provider (s) will be awarded the contract under fixed prices that will be valid for the next 2 years effective from the date of agreement sign, with a possible extension of one

(1) additional year based on satisfactory performance and mutual agreement, as detailed under "Framework Agreement Duration" below.

- The supplier quote/proposal should set prices should be covered up to two years. There will be an option in the agreement allowing the vendor to reassess and adjust prices annually by mutually of both parties. This ensures flexibility and reflects the changing market conditions, fostering a fair and dynamic long-term partnership.
- There will be a provision to adjust price in accordance with any official changes in govt. circulated VAT or pricing regulation. Vendor must request officially to CARE Bangladesh Supply Chain Team.

**Location:**

Rajshahi Area

**Deliverables:**

- Accommodation /Room rate for residential training
- Venue/Conference halls
- Food/snacks
- Logistics Support

**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.

**Preliminary Evaluation Criteria:**

Technical Offer 60%

Financial Offer 40%

**Technical Evaluation Criteria: 60%**

Scoring (1 being the lowest, 5 being the highest)

| Score | Marking Status          |
|-------|-------------------------|
| 1     | <i>Non-complying</i>    |
| 2     | <i>Below Acceptable</i> |
| 3     | <i>Acceptable</i>       |
| 4     | <i>Good</i>             |
| 5     | <i>Excellent</i>        |

| Scoring %  | #                | REQUIREMENTS                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          |       |                |                                                           |   |               |               |   |                  |     |   |            |   |   |      |   |   |           |             |
|------------|------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------|----------------|-----------------------------------------------------------|---|---------------|---------------|---|------------------|-----|---|------------|---|---|------|---|---|-----------|-------------|
| <b>10%</b> | <b>A</b>         | <b>Overall Proposal Suitability (as based in the RFP)</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             |       |                |                                                           |   |               |               |   |                  |     |   |            |   |   |      |   |   |           |             |
| 10.00%     | 1                | Valid Legal documents (Trade License FY 26-27/ Registration certificate, E-TIN certificate/Latest Tax return, BIN Certificate)                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        |       |                |                                                           |   |               |               |   |                  |     |   |            |   |   |      |   |   |           |             |
| <b>30%</b> | <b>B</b>         | <b>Previous Work and Awards</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       |       |                |                                                           |   |               |               |   |                  |     |   |            |   |   |      |   |   |           |             |
| 30.00%     | 1                | <p>Experience in working with Renowned organization/INGO/Development project/UN (preferably) with proof: 3 -5 or more purchase order or work completion certificate or agreement copy dated within last 4 years</p> <table border="1"> <tr> <th>Score</th><th>Marking Status</th><th>Work order/PO Copy/ Agreement/Work completion Certificate</th></tr> <tr> <td>1</td><td>Non-complying</td><td>No submission</td></tr> <tr> <td>2</td><td>Below Acceptable</td><td>1-2</td></tr> <tr> <td>3</td><td>Acceptable</td><td>3</td></tr> <tr> <td>4</td><td>Good</td><td>4</td></tr> <tr> <td>5</td><td>Excellent</td><td>5 and above</td></tr> </table> | Score | Marking Status | Work order/PO Copy/ Agreement/Work completion Certificate | 1 | Non-complying | No submission | 2 | Below Acceptable | 1-2 | 3 | Acceptable | 3 | 4 | Good | 4 | 5 | Excellent | 5 and above |
| Score      | Marking Status   | Work order/PO Copy/ Agreement/Work completion Certificate                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             |       |                |                                                           |   |               |               |   |                  |     |   |            |   |   |      |   |   |           |             |
| 1          | Non-complying    | No submission                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         |       |                |                                                           |   |               |               |   |                  |     |   |            |   |   |      |   |   |           |             |
| 2          | Below Acceptable | 1-2                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   |       |                |                                                           |   |               |               |   |                  |     |   |            |   |   |      |   |   |           |             |
| 3          | Acceptable       | 3                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     |       |                |                                                           |   |               |               |   |                  |     |   |            |   |   |      |   |   |           |             |
| 4          | Good             | 4                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     |       |                |                                                           |   |               |               |   |                  |     |   |            |   |   |      |   |   |           |             |
| 5          | Excellent        | 5 and above                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           |       |                |                                                           |   |               |               |   |                  |     |   |            |   |   |      |   |   |           |             |
| <b>20%</b> | <b>C</b>         | <b>Safety, Security and Hygiene</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   |       |                |                                                           |   |               |               |   |                  |     |   |            |   |   |      |   |   |           |             |
| 20.00%     |                  | <p>Safety, security and hygiene clearance (Appendix C)</p> <p><i>Note: CARE Bangladesh representative may visit the premises as part of the evaluation process to assess safety, security and hygiene concern.</i></p>                                                                                                                                                                                                                                                                                                                                                                                                                                |       |                |                                                           |   |               |               |   |                  |     |   |            |   |   |      |   |   |           |             |

#### Financial Evaluation Criteria: 40%

| Scoring %  | #        | REQUIREMENTS                               |
|------------|----------|--------------------------------------------|
| <b>40%</b> | <b>A</b> | <b>Financial Proposal (Value and Cost)</b> |
| 40.00%     | 1        | Value and Cost                             |

#### Application process:

If you are interested and feel competent in carrying out this very exciting work, please submit technical and financial proposals in two separate documents:

#### Technical Proposal:

1. Organizational profile with pictures and details of meeting rooms, accommodation, dining facilities including complementary service in **appendix C: Hotel Information**
2. Relevant expertise (Including all the previous relevant track records – 3 to 5 or more client experiences or testimonials or Purchase Order or Work completion certificate preferably from INGO/Development project/UN.
3. Client list
4. Legal documents: Latest Trade License (FY26-27)/ Registration Certificate, -E-TIN Certificate/ Latest Tax Return Copy(PSR), BIN Certificate.

**Financial Proposal:**

Filled up **Appendix-B: Financial Proposal** that outlines the fees and associated costs including govt. circulated VAT & TAX and provide budget notes.

**Terms and conditions for service provider**

- 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 assignment. [etc.]
- CARE Bangladesh encourages participation from local service providers/vendors only. The Framework Agreement (FWA) under this solicitation is exclusively applicable to local service providers/vendors based in Bangladesh, within or in close proximity to the Location specified in this TOR (Gazipur).
- No advance payment will be made against the Agreement.
- All prices should be inclusive of VAT and Tax. Govt. VAT and 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.
- The Framework Agreement does not constitute or confer any right, entitlement, or guarantee to the Supplier for the issuance, confirmation, or award of any Purchase Order.
- This Framework Agreement does not guarantee any minimum volume, frequency, or value of business to the selected vendor(s). Actual engagement will be initiated through specific Purchase Orders/Work Orders issued by CARE Bangladesh on an as-needed basis, in line with actual project and program requirements.
- CARE Bangladesh reserves the right to terminate the Framework Agreement, in whole or in part, with prior written notice, in the event of unsatisfactory performance, breach of terms, or any conduct inconsistent with CARE's policies, including but not limited to safeguarding, anti-fraud, and code of conduct requirements.
- 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 service provider must ensure that the venue, accommodation, and food services do not cause any environmental harm, pollution, or waste mismanagement. All activities should comply with national environmental regulations and sustainability standards.
- The vendor shall comply with the child labor laws and policies of the Government of Bangladesh, and shall not engage or permit any form of child labor in the performance of the services under this Agreement.
- CARE Bangladesh follows a "zero tolerance" policy regarding corruption, fraud, and misappropriation. Any corrupt behavior will not be tolerated and may result in immediate termination of the Agreement and other actions permitted under law.
- The supplier has to make a declaration that the Business Entity has no relative or business partners in CARE who can influence the purchase decision.

#### **Payment Terms:**

- The Service Provider will be paid upon receipt of satisfactory service. Participants or quantity may increase and decrease, and payment will be made on actual service received.
- Payments in local currency will be paid as per standard procedure. There will not be any scope to pay in advance before starting work. Service Provider shall provide CARE Bangladesh with periodic and final invoice statements indicating services performed, expenses incurred, past payments made, and any other information CARE Bangladesh shall reasonably request. Service Provider shall provide a final invoice statement whenever requested by CARE Bangladesh up to sixty (60) days after the date set for the completion of the services in this SOW.
- 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.
- Payment will be made through the banking channel i.e. BEFTN or S2B or the account payee cheque.
- The vendor bank account must be opened in the name of the vendor organization.

#### **Compliance with Hygiene Standards**

- The Supplier shall ensure that all food, beverages, accommodation facilities, kitchen and dining areas, equipment, utensils, washrooms, and other facilities provided under the Purchase Order are maintained in a clean, hygienic, and safe condition and comply with applicable health, sanitation, food safety, and cleanliness standards.
- Where an unhygienic condition or food safety failure results in illness, suspected food poisoning, or other health-related incidents among CARE Bangladesh personnel, participants, or guests, the Supplier shall fully cooperate with any investigation and provide

relevant information, records, and evidence concerning food preparation, sourcing, storage, and handling.

- CARE Bangladesh may document hygiene violations through inspection records, photographs, complaints, incident reports, or other reasonable evidence. Such records may be considered when determining the applicable corrective action or penalty.

#### **Penalty Clause:**

The Supplier shall maintain appropriate standards of hygiene, sanitation, food safety, cleanliness, and personal hygiene throughout the provision of services. In the event that any food, beverage, kitchen, dining area, room, facility, or service is found to be unhygienic or does not meet the agreed health, safety, and cleanliness standards, CARE Bangladesh may take one or more of the following actions:

- Require immediate replacement, rectification, or corrective action at the Supplier's own cost;
- Reject the affected food, beverage, or service and replace without any additional cost to CARE Bangladesh;
- Impose a penalty of **up to 2-5% of the value of the affected Purchase Order/service**, depending on the severity of the violation;
- In case of serious or repeated hygiene violations, suspend or terminate the relevant Purchase Order and/or the Framework Agreement.

Any penalty imposed under this clause may be deducted from the Supplier's outstanding payment. The imposition of a penalty shall not relieve the Supplier of its obligation to maintain the required hygiene and food safety 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.