

CARE Bangladesh

Appendix A: Terms of Reference (ToR)

Framework Agreement for Catering Service (2 years long for Dhaka Office)

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

Objective of the Assignment:

The objective of this RFP is to find a business entity to provide hospitality services (Catering 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.

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 in **Appendix-B**.
- 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. 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: Dhaka City

Types of Services/Deliverables:

- Catering to be delivered at CARE Bangladesh Dhaka Office/TSD office, All kind of utensils and cutlery i.e. plate, glass, spoon etc. should be provided by the bidder. There has to be available staff to serve.

Framework Agreement Duration:

The agreement will be valid for two (02) years from the signing date, with the possibility of extension of 1 more year based on satisfactory performance and agreement between both parties.

Food Safety & Hygiene Requirements:

- All food handling, preparation, and service staff engaged by the service provider must have knowledge in food hygiene and safety practices.
- The service provider is responsible for the safety and quality of all food served

Order Placement, Lead Time, Cancellation & Menu Approval:

- CARE Bangladesh will place orders with a minimum lead time as agreed between both parties; the service provider must confirm receipt and acceptance of each order within an agreed turnaround time.
- Minor adjustments to participant numbers will be accepted up to an agreed cut-off time before the event without penalty; the specific cut-off will be defined in the relevant Work Order.
- The service provider shall submit a proposed menu for CARE Bangladesh's review and approval prior to each event, or as otherwise agreed under the Framework Agreement.
- CARE Bangladesh reserves the right to request a sample tasting prior to large events, or at any point during the agreement period, to verify food quality.

Eligibility Criteria:

Criteria	Score
➤ Legally registered hotels with valid business documents with trade license, BIN, e-Tin and Tax certificate.	Pass/Fail

Only the eligible service providers will be shortlisted for further technical and financial evaluation.

Preliminary Evaluation Criteria:

Technical Offer 70%, Financial Offer 30%

Technical Evaluation Criteria: 70%

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

Scoring %	#	REQUIREMENTS
30%	A	Overall Proposal Suitability (as based in the RFP)
30.00%	1	Understanding of CARE Requirements and Service Approach Menu Variety and Quality of Proposal

		Organizational Capacity & Resources
20%	B	Previous Work and Awards
20.00%	1	Experience in working with Renowned organization/INGO/Development project/UN (preferably) with proof: minimum 5 -7 or more purchase order or work completion certificate.
20%	C	Organizational experience
20.00%		Organization profile and resources with active client list

Note: CARE Bangladesh representative may visit the premises as part of the evaluation process to assess safety, security and hygiene concern.

Financial Evaluation Criteria: 30%

Scoring %	#	REQUIREMENTS
30%	A	Financial Proposal (Value and Cost)
30.00%	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.
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 (FY25-26)/ Registration Certificate, -E-TIN Certificate, Latest Tax Return Copy, BIN Certificate, Cheque Copy.

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 Area/Location.
- No advance payment will be made against the Agreement.
- All prices should be included in 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.
- 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 proper waste management practices including the segregation, collection, and disposal of all waste in an environmentally responsible manner.
- CARE Bangladesh reserves the right to establish Framework Agreements with one or multiple service providers. Placement of future service requests/work orders under the Framework Agreement will be based on operational requirements, availability, quality of service, performance, capacity, and agreed framework rates. Multiple vendors may be selected to ensure uninterrupted service delivery and business continuity.

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.

Penalty Terms:

Delay Delivery:

If the supplier fails to provide deliveries 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.	Delay of 30 minutes	2%
02.	Delay of 1 hour	4%
03.	Above 1 hour	CARE Bangladesh may reject the particular delivery

**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.

Supply of Unhygienic/spoiled Food:

In the event that any food is found to be unhygienic, contaminated, spoiled, improperly handled, or otherwise unsafe for consumption, CARE Bangladesh reserves the right to:

1. Reject the affected food immediately and require replacement at the vendor's own cost;
2. Apply a penalty of [5–10]% of the total PO value of the affected order for poor-quality food served, depending on the severity of the violation;
3. Apply a penalty of 100% of the total PO value of the affected order for Spoiled, contaminated, or unsafe food, if replacement is not arranged.
4. Recover any additional costs incurred by CARE Bangladesh as a result of the incident;
5. Require the vendor to take immediate corrective measures; and
6. In case of repeated or serious violations, suspend or terminate the contract in accordance with the agreement.

For serious food safety violations or incidents resulting in illness or suspected food poisoning, CARE Bangladesh may impose a higher penalty and take further contractual or legal action as applicable