# REQUEST FOR PROPOSAL

## [INTERNET CONNECTIVITY AT DIFFERENT MULTIPURPOSE DISASTER SHELTER IN DIFFERENT AREAS OF BANDARBAN DISTRICT]

**RFP DOCUMENT # [BGD01/BD0004/2023/ 005]**

**RFP ISSUE DATE: [APRIL 09, 2024]**

**PROPOSAL SUBMISSION DEADLINE : [APRIL 20, 2024]**

**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 Service provider'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 Service provider.

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 Service providers 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 Service provider in any final contract.

## 2.2. CONFIDENTIALITY/ NON-DISCLOSURE

All information gained by any Service provider concerning CARE work practices is not to be disclosed to anyone outside those responsible for the preparation of this proposal. Any discussion by the Service provider 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 Service provider.

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

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

## 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.



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## 2.6. ERRORS AND OMISSIONS

CARE expects the Service provider will provide all labor, coordination, support, and resources required based on the Service provider's proposal and corresponding final SOW. No additional compensation will be available to the Service provider 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 Service provider 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 |
|---|---|---|
| | ☐ | ☐ |
| 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** |
| | | | | |
| | | | | |
| | | | | |



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## 3.2. BIDDER'S DECLARATION

| Yes | No | |
|---|---|---|
| ☐ | ☐ | **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. |
| ☐ | ☐ | 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. |
| ☐ | ☐ | **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. |
| ☐ | ☐ | **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. |
| ☐ | ☐ | **Offer Validity Period:** I/We confirm that this Proposal/Quote, including the price, remains open for acceptance for the Offer Validity. |
| ☐ | ☐ | 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. |
| ☐ | ☐ | 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 | |



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# 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 Service providers must provide written notification via email to (tanvir.ahmmed@care.org ) of their intent to participate, or not to participate in the bidding process by **[April 16, 2024].**

Proposals will be accepted until **11:59 PM , BD TIME [April 20, 2024], delivered via email solely to** [Md Tanvir Ahmmed , tanvir.ahmmed@care.org ), no later than the above specified date.

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 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 bidders to submit proposals intended for the [Internet connectivity at different Multipurpose disaster shelter at different areas – The BOQ and site locations are enclosed herewith ].

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 provider to submit proposals intended for the [provide requirement description]

| Requirement & Specs | Qty. | Unit of Measurement | Required Delivery Lead Time | Delivery Address | Contract Period |
|---|---|---|---|---|---|
| Internet connectivity for the 10 number of the Multipurpose Disaster Shelter as per the attached BoQ | 01 | Pkg | 07 days for each site | Detailed location's is enclosed herewith | 03 Months |

**[PLEASE FIND THE ATTACHED DETAILED BOQ AND LOCATIONS]**

- Standing agreement with the awarded Service provider(s) will be signed off for providing the internet connection on fixed price from beginning till completion of work of all items and connection at all sites by the winning service provider.
- Individual items and quantity may change, increase or decrease based on the ground situation thus, the Final payment will be settled as per the actual delivery of the items and connections.
- Winning service provider is responsible for transportation , delivery, fitting and all kinds of associated work to install the internet connection.
- **The SERVICE PROVIDER will be selected in LPTA Method [Lowest price technically acceptable]**
- The SERVICE PROVIDER will ensure internet connection in different locations of Bandarban district with different dates. Detailed internet connection location is enclosed herewith.
- The service provider will ensure the internet connection in 10 locations, after completion of internet connection in each site , the service provider will submit the partial bill to the Finance department of CARE Cox's Bazar Regional Office and CARE will settle partial payment accordingly.
- Bid validity must be mentioned int the quotation and bid validity must have up to the completion of all internet connectivity (Till 30 September 2024).
- CARE Bangladesh will notify the chosen SERVICE PROVIDER 07 days prior to the scheduled connection time. Service provider must have the capability to ensure the timely completion of the internet connection within this specified period.
- This purchase is funded by USAID. Regardless of whether the tenderer submits the invoice in ECR/Mushok 6.3, CARE Bangladesh is required to deduct VAT in accordance with GoB current laws. CARE Bangladesh would also deliver the Service provider a VAT Coupon from USAID after deducting VAT.

- 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 as 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.

  Owner/Service provider Obligation: The Owner/Service provider warrants and undertakes complete responsibility for ensuring that the driver deployed for the rental service is professional, have a valid driving license and is authorized to drive the class of vehicle allocated to him/her. A minimum of five years of driving experience is required, and the driver's age must be between 24 and 62. He or she must be physically and mentally fit for driving. Under any circumstances, the driver cannot be under the influence of alcohol or any prescribed drugs (such as seductive, etc) for any chronic diseases and unlawful or habit-forming drugs. The driver must be fully conversant in vehicle operation and maintenance, familiar with local routes and destinations as well as RTA rules and regulations, appropriately dressed during operating hours, and always displays basic respect to the passenger(s), other drivers, and traffic authorities.

  Before service begins or at any other time throughout this Contract/PO period, CARE reserves the right but is under no obligation to review the Driver's qualifications. The Service provider is responsible for safely storing all rental car and driver information and disclosing it to CARE's representative upon request. The driver shall be replaced, at CARE's request, by another who satisfies the abovementioned requirements. The Service provider is accountable for the professional and technical proficiency of the drivers and will choose trustworthy people who will

perform well, respect regional customs, and uphold a high standard of moral and ethical conduct for work under this Contract.

I the undersigned as Service provider hereby confirm that my organization and its staff shall not conduct any activities that may be considered fraud or corruption as per the CARE Bangladesh Zero Tolerance policy. I acknowledge that any anticipated or reported fraud or corruption will be communicated with the concerned authority, and justly investigated, monitored, remediated, and closed out. CARE Bangladesh reserves the right to take any legal action if anything happens as fraud or corruption from my organization and/or its staff.

- 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."
- CARE will make the service contract with the winning service provider for 03 month; Accordingly CARE will pay for all kinds of materials, cost, internet connectivity cost and connection change for 03 months as per the BoQ. Afterward, all sites School's authority will take takeover the site and will pay the monthly internet connection by themselves accordingly.

| **Item #** | **Other Requirements** | |
|---|---|---|
| 1 | Delivery Date & Time | Bidder shall deliver the SERVICE at least 01 weeks after issuing the work order. |
| 2 | Delivery Terms (incoterms) | ☐ EXW [Ex-works (Place)] |
| | | ☐ FCA [Free Carrier (Port)] |
| | | ☐ FAS [Free Along-Side Ship (Port)] |
| | | ☐ FOB [Free On-Board (Port)] |
| | | ☐ CFR [Cost, & Freight (Port)] |
| | | CIF [Cost, Insurance & Freight (Port)] |
| | | ☐ CPT [Carriage Paid-To (Place)] |
| | | ☐ CIP [Carriage & Insurance Paid-To (Place)] |
| | | ☐ DAP [Delivered at Place (Place)] |
| | | ☐ DPU [Delivered at Place Unloaded (Place)] |
| | | ☒ DDP [Delivered Duty Paid (Place)] |
| 3 | Custom Clearance (Must be linked to Incoterms at origin) | ☐ Not Applicable. Shall be done by _____ |
| | | ☐ Shouldered by CARE |
| | | ☒ Supplier/ Bidder |
| | | ☐ Freight Forwarder |
| 4 | Exact Address(es) of Delivery Location | Delivery details is enclosed herewith. |
| 5 | Warranty Period | Standard Manufacturer's Warranty (if applicable) |



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| | | |
|---|---|---|
| 6 | Payment Terms | 30 Days upon Receipt of items- Payment milestone mentioned above |
| 7 | Quotation Validity | The quote needs to be valid till **30 September 2024** 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. |

### 4.4. PROJECT TIMELINE

All bidders are advised to strictly follow the below timeline 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.ahmed@care.org ) no later than **[April 18, 2024].**

| Schedule of Activities/ To-do | Date of the Activity/ Deadline of Submission | Responsible | Remarks |
|---|---|---|---|
| **RFP Issued** | *[April 09, 2024]* | CARE | |
| Supplier to notify CARE of intention to participate in bidding | *[April 16, 2024]* | Supplier | Deadlines must be strictly observed. |
| Deadline for submission of clarification questions to CARE | *[April 18, 2024]* | Supplier | Deadlines must be strictly observed. |
| CARE to answer all clarifications | *[April 19, 2024]* | CARE | |
| **Supplier's Deadline of Submission of Proposal** | *[April 20, 2024]* | Supplier | Deadlines must be strictly observed. |
| Evaluation of Proposal | *[April 21, 2024] To [April 25, 2024]* | *CARE* | |
| Service provider presentation (if required) | *Not required* | *Supplier* | |
| Finalists selected | *[April 28, 2024]* | CARE | Upon notification, the contract negotiation with the winning bidder will begin immediately. |

### 4.5. PROJECT REQUIREMENTS

- **The service provider will be evaluated in the LPTA method.**
- **During submitting the quotation, Please mentioned the product, brand name, model, warranty period and image of the quoted product.**

**a. VALUE & COST (Financial Requirements)**

*See attached template-BOQ (in Excel File) to be used for your financial bid.*

**Compliance with Requirements**

| | Yes, we will comply | No, we cannot comply | If marked as "No", please provide counter proposal |
|---|---|---|---|
| Minimum Technical Specifications | ☐ | ☐ | |
| Delivery Lead Time | ☐ | ☐ | |
| Delivery Term (INCOTERMS) | ☐ | ☐ | |
| Warranty Period (if applicable) | ☐ | ☐ | |
| Validity of Quotation | ☐ | ☐ | |
| *Payment Terms (30 Days)* | ☐ | ☐ | |
| *Other Requirements (Please specify)* | ☐ | ☐ | |

### 4.6. EVALUATION CRITERIA

CARE will evaluate all proposals based on the LPTA method [Lowest price technically acceptable]. To ensure consideration for this Request for Proposal, your proposal should be complete and include all of the following criteria:

- **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.*