

CARE Bangladesh

Appendix A: Terms of Reference (ToR)

2 years long framework agreement for Catering Services in Gazipur, Savar & Narayanganj 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

Objective of the Assignment:

The objective of this RFP is to find a business entity to provide catering 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 service provider (s) must deliver the foods to the location mentioned in the distribution schedule as per the given quantity.

Location:

The Service Provider shall have the capacity and capability to provide and deliver food services at the locations specified below and at any other areas under the mentioned zone as may be required by CARE Bangladesh from time to time:

Sl.	Zone	Areas Covered but not limited to
1	Gazipur Area	Tongi; Konabari; Valuka; Kaliakoir Paurashava–Mouchak; Mirzapur–Gazipur Sadar; Kashimpur–Joydebpur; Gilarchala–Sreepur.
2	Savar Area	Hemayetpur; Ashulia; Zirabo
3	Narayanganj Area	Enayetnagar–Narayanganj Sadar; Kayempur–Fatullah

Types of Services/Deliverables:

* Catering shall be delivered to the designated locations at the required time. Food must be properly packed in suitable food-grade packets or boxes. Appropriate measures must be taken to prevent any spillage, leakage, or damage during transportation and delivery.

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.

Period of bid validity:

The quoted price should be valid for 2 years. There will be an option to reassess and adjust prices annually if the market price fluctuates significantly, subject to supporting market evidence and mutual agreement. Also, there is a provision to adjust if Govt. declared Vat has been revised. In such cases service provider must formally notify CARE Bangladesh, which will be verified by CARE Bangladesh team before acceptance.

No price adjustment shall be effective unless formally approved and confirmed in writing by CARE Bangladesh. This ensures flexibility and reflects the changing market conditions, fostering a fair and dynamic long-term partnership.

Food Safety & Hygiene Requirements:

- All food handling, preparation, and service staff engaged by the service provider must knowledge in food hygiene and safety practices.
- All food must be fresh, and fit for human consumption.
- Food shall be prepared, stored, handled, and transported in hygienic conditions.
- CARE Bangladesh reserves the right to reject any items that do not meet quality or safety standards.
- Food must be securely and hygienically packaged to prevent contamination, leakage, or damage.
- Packaging shall be food-grade and suitable for transport and the service provider shall be responsible for the safety and quality of all food served

Order Placement, Delivery, 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.

- 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.
- Delivery must be made to the location, date, and time specified in the distribution schedule.
- Late, incomplete, or incorrect deliveries may be rejected or accepted at the Buyer's discretion.
- The Supplier bears all risks of loss or damage until delivery is accepted by the Buyer.
- Acceptance does not waive the Buyer's right to reject items later found to be defective, unsafe, or non-compliant.

Evaluation Criteria:

Technical Offer 70%,

Financial Offer 30%

Technical Evaluation Criteria: 70%

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

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

Scoring %	#	REQUIREMENTS																		
30%	A	Valid Legal Documents																		
30.00%	1	Submission of valid and current legal documents required to operate as a registered business entity, including Trade License, TIN Certificate, Proof of Tax Return Submission, and BIN (VAT Registration) Certificate.																		
20%	B	Previous Work and Awards																		
20.00%	1	Proof of relevant catering service Work Order/completion certificate services provided to renowned organizations, INGOs, UN agencies (preferably). (Minimum 3 experience will get Score 3,. 5 or above will get Score 5) <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
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3	Acceptable	3																		
4	Good	4																		
5	Excellent	5 and above																		
20%	C	Organizational experience																		
20.00%		Organization profile and resources with active client list																		

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. Organization Profile
2. Relevant expertise (Including all the previous relevant track records – minimum three client experiences or testimonials or Purchase Order or Work completion certificate preferably from INGO/Development project/UN organization.
3. Legal documents: Latest Trade License (FY26-27)/ Registration Certificate, E-TIN Certificate, Latest Tax Return Copy, BIN Certificate.
4. Client list

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.
- 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 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.
- Following the execution of this Framework Agreement, CARE Bangladesh may, at its sole discretion, issue system-generated Purchase Orders ("POs") to the Supplier. Each PO shall clearly specify the scope, quantity, value, delivery timeline, and any other applicable terms and conditions.
- The Supplier shall not supply any goods or services, nor incur any related costs, unless and until a written notification or valid Purchase Order has been formally issued by CARE Bangladesh in accordance with the terms of this Framework Agreement. CARE Bangladesh shall not be liable for any costs incurred outside of an authorized PO.
- CARE Bangladesh shall communicate any changes to the scope, requirements, or site locations in writing. The awarded vendor shall implement such changes only upon receipt of written notification from CARE Bangladesh, subject to the terms and conditions of the Framework Agreement.
- Suppliers may not necessarily be awarded the contract for all locations. CARE Bangladesh reserves the right to select multiple suppliers for different locations, based on the evaluation results and overall value for money.
- The Framework Agreement does not constitute a commitment by CARE Bangladesh to purchase any specific quantity or volume of goods/services. The Agreement establishes the terms and conditions under which future requirements may be procured, subject to CARE Bangladesh's actual requirements and the availability of funds. The issuance of the Framework Agreement does not guarantee the issuance of any Purchase Order, nor does it create any obligation on the part of CARE Bangladesh to place any minimum quantity or value of orders with the Service Provider.
- The supplier shall maintain appropriate food hygiene and safety practices throughout food preparation, storage, transportation, and delivery

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.

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 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.

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.

Confidentiality:

The supplier shall maintain confidentiality regarding any information obtained during the provision of services to CARE Bangladesh. The supplier shall not use or disclose CARE Bangladesh's information, event information, participant information, documents, photographs, or other information for purposes unrelated to the service without prior authorization.

Compliance with CARE Bangladesh Requirements:

The supplier shall comply with applicable CARE Bangladesh policies, procedures, standards, and contractual requirements communicated to the supplier, including relevant requirements relating to:

- Anti-fraud and anti-corruption.
- Safeguarding and PSEA.
- Code of Conduct.
- Confidentiality.
- Business Ethical practices.
- Prevention of exploitation and abuse.
- Health and safety.

Where applicable, these requirements may be incorporated into the Framework Agreement and/or CARE Bangladesh's standard supplier terms and conditions.