

## **TENDER PACKAGE**

### **INVITATION TO TENDER FOR**

**Construction of Mid Term Shelters, Learning Centre with Deep Tubewell, Mosque with Ablution Place and Installation of Water Networking and Deep Tubewell as BOQs enclosed**

**Reference:**

**Tender Reference:  
PR-BAN-2021-003**

## TABLE OF CONTENT

|  |           |
|--|-----------|
| <b>INSTRUCTIONS TO TENDERERS .....</b>               | <b>3</b>  |
| 1 PURPOSE OF THE TENDER PACKAGE .....                | 3         |
| 2 INVITATION TO TENDER TIMETABLE.....                | 3         |
| 3 INSTRUCTIONS TO TENDERERS .....                    | 3         |
| 3.1 Supplier Application .....                       | 3         |
| 3.2 Tender Proposal .....                            | 4         |
| 3.2.1 Currency .....                                 | 5         |
| 3.2.2 Tender validity .....                          | 5         |
| 3.2.3 Tender Presentation.....                       | 5         |
| 3.2.4 Compliance .....                               | 5         |
| 3.2.5 Technical Offer .....                          | 5         |
| 3.2.6 Price proposal.....                            | 5         |
| 4 CONDITIONS OF TENDERING .....                      | 5         |
| 4.1 Questions / Request for clarification.....       | 5         |
| 4.2 Clarification meeting/site visit .....           | 5         |
| 4.3 Alteration or withdrawal of tenders .....        | 5         |
| 4.4 Costs of preparing tenders.....                  | 6         |
| 4.5 Late Proposal.....                               | 6         |
| 4.6 Eligibility .....                                | 6         |
| 4.7 Compliance .....                                 | 6         |
| 4.8 Right to reject all tenders .....                | 6         |
| 4.9 Power to accept part of a tender .....           | 6         |
| 4.10 Specification.....                              | 6         |
| 4.11 Confidentiality.....                            | 6         |
| 4.12 Tender Process .....                            | 6         |
| 4.13 Notification award and contract signature ..... | 6         |
| 4.14 Ownership of tenders .....                      | 7         |
| 4.15 Type of contract .....                          | 7         |
| 4.16 Cancellation of the tender procedure .....      | 7         |
| <b>APPENDIXES.....</b>                               | <b>8</b>  |
| <b>APPENDIX A: TECHNICAL SPECIFICATIONS .....</b>    | <b>9</b>  |
| <b>APPENDIX B: TENDERER’S DECLARATION .....</b>      | <b>10</b> |
| <b>APPENDIX C: SUPPLIER QUESTIONNAIRE.....</b>       | <b>11</b> |
| <b>APPENDIX D: PRICE PROPOSAL .....</b>              | <b>12</b> |

---

## INSTRUCTIONS TO TENDERERS

---

### 1 PURPOSE OF THE TENDER PACKAGE

The purpose of this Tender is to obtain competitive offers for  
**HRF and its implementing partner such as AGRAJATTRA have a tender process for  
(Construction of Mid Term Shelters, Learning Centre with Deep Tubewell, Mosque with Ablution  
Place and Installation of Water Networking and Deep Tubewell as per BOQs),  
Within their requirements, for: PR-BAN-2021-003**

HRF and its partner invites your submission of a tender to provide goods/services in accordance with the conditions detailed in the attached documents. HRF and its partner intend to issue a contract for the following goods/services: **Construction of Mid Term Shelters, Learning Centre with Deep Tubewell, Mosque with Ablution Place and Installation of Water Networking and Deep Tubewell for Rohingya Population and Host Communities in Cox's Bazar, Bangladesh.**

### 2 INVITATION TO TENDER TIMETABLE

|   | DATE   | TIME<br>(City)                 |
|---|--|--------------------------------|
| Tender Package Available from:  | 17 <sup>th</sup> December 2021 -<br>23 <sup>rd</sup> December 2021 | <b>11:00 AM -<br/>16:00 PM</b> |
| Submit Questions Deadline:(To send Questions by email to<br>address: agrajattra.procurement@gmail.com)  | By 22 <sup>nd</sup> December<br>2021                               | <b>14:00 PM</b>                |
| Deadline for submission of tender hard copy physically or<br>courier to AGRAJATTRA project office address: Hoque Tower<br>02 (2nd Floor), Ali'r Jahal, Cox's Bazar Main (OLD) Road, Cox's<br>Bazar, Bangladesh. | 26 <sup>th</sup> December 2021                                     | <b>15:00 PM</b>                |

### 3 INSTRUCTIONS TO TENDERERS

In submitting a tender, the tenderer accepts in full and without restriction the special and general conditions governing this contract as the sole basis of this tendering procedure, whatever their own conditions of sale may be.

Tenderers are expected to examine carefully and comply with all instructions, forms, provisions, and specifications contained in this TENDER PACKAGE.

Failure to submit a tender containing all the required information and documentation within the deadline specified will lead to the rejection of the tender.

#### 3.1 Supplier Application

The application must be submitted in a sealed envelope (physically or courier) in subject line entitled:

**“Supplier Application “Supplier Name” response to tender: PR-BAN-2021-003**

All of which must be initialled and signed by an authorised person, with powers to represent the company.

### **Selection Criteria for Eligibility:**

This part concerns the information given in the supplier questionnaire, each tenderer Should also include the bellow documents, otherwise the tender might be excluded, the bellow document will assist us in judging their suitability according to the below criteria:

- 1- **Registration of company**
- 2- **Valid Tax letter update 2021**
- 3- **Company Profile**
- 4- **Experience, at least 2 contacts in similar tools**
- 5- **Provide a copy of business bank account.**

### **Awarding Criteria Summary (Points allocation)**

| <b>Evaluation Criteria</b>   | <b>Weight (%)</b> |
|--|-------------------|
| <b>Supplier Experience:</b><br>HRF and its partner are seeking supplier who specialize in the production and/or distribution of these items,<br>1 - Numbers of years of experience.<br>2 - At least 2 contacts to proof of previous INGO's experience.<br>3 - Reference for similar contracts.   | 15%               |
| <b>Delivery Time:</b><br>The offered will be rated on the speed they can deliver Quantity Required Location to project locations in Cox's Bazar - Bangladesh, the quantities per location will be shared with selected supplier.   | 10%               |
| <b>Quality of samples:</b><br>Shortlisted suppliers will be asked to provide HRF and its partner with the samples, evaluated against the specifications contained in the tender package. Suppliers should denote if the samples provided are the exact and only products to be contracted for during delivery. If other products should be delivered, specifications for those products should be given and they should be equal to or better than the products mentioned in specification sheet, when samples are supplied. | 15%               |
| <b>Supplier Capacity:</b><br>1- A company specialized in the required materials.<br>2- Experience  | 15%               |
| <b>Price</b>   | 45%               |
| <b>TOTAL POSSIBLE SCORE:</b>   | <b>100%</b>       |

### **3.2 Tender Proposal**

Tenderers are invited to submit their best technical and price tender in English to the exact formats and specifications required by HRF. Tenders not respecting these formats and specifications will be rejected.

The tender must be submitted in a sealed envelope physically or courier in subject line entitled:

**“Tender Proposal” “Supplier Name” to tender: PR-BAN-2021-003**

This contains:

- Tender Technical offer
- Price proposal
- Tenderer's declaration
- Supplier Questionnaire

Price proposal must be initialled and signed by an authorised person.

### **3.2.1 Currency**

All prices shall be expressed in BDT including TAX and VAT. This is to allow for a fair comparison of prices, following the award of the contract; the working currency will be decided between HRF and its partner AGRAJATTRA and the contracted party. Where exchange rates have been used to arrive at a USD figure this should also be provided at the conversion rate (source: [www.OANDA.com](http://www.OANDA.com)) of the tender submission date.

### **3.2.2 Tender Validity**

Tenders shall remain valid for a period of minimum 12 calendar months after the deadline for receipt of tenders, however HRF and its partner will welcome any longer validity period for the tender.

### **3.2.3 Tender Presentation**

Tenderers may submit a tender for INVITATION TO TENDER FOR **Construction of Mid Term Shelters, Learning Centre with Deep Tubewell, Mosque with Ablution Place and Installation of Water Networking and Deep Tubewell** mentioned according with the list of stock shown clearly in the response.

Prices and lead times, presented in the tender, should be firm and valid **for a period of 1 year** from the date of its signature by both Parties.

### **3.2.4 Compliance**

Your basic offer shall be strictly in accordance with the technical specifications specified in the:

- Appendix A: Technical Specification
- Appendix D: Price Proposal

Award of the contract is based on the criteria listed at paragraph 4.12 Tender Process.

### **3.2.5 Technical Offer**

A **technical** tender offer describing the way in which the tenderer intends to carry out the tasks as described in the contract. Respecting all the obligations imposed by the specifications, bearing in mind, the principals, and values of HRF and its partner. A detailed work plan should be submitted as described to carry out the construction.

### **3.2.6 Price Proposal**

- Clear breakdown of costs related to goods/services requested, and
- A detailed **price list** for all the services linked to the technical requirement (e.g., equipment service, staff training).
- This list forms an integral part of the contract resulting from this invitation to tender and will serve as a control instrument for our finance team during invoice verification. Any component not found in this list can be neither invoiced nor paid, therefore, it should be comprehensive. By providing this price list, tenderers agree to abide by it and its accompanying conditions in carrying out the contract.
- Additional services that the service provider would be willing to provide HRF and its partners AGRAJATTAR at no cost.

## **4 CONDITIONS OF TENDERING**

### **4.1 Questions / Request for Clarification**

Any requests for clarification may be submitted by email to [agrajattra.procurement@gmail.com](mailto:agrajattra.procurement@gmail.com) before 22 December 2021 @ 14:00 PM.

### **4.2 Clarification Meeting / Site Visit N/A.**

### **4.3 Alteration or Withdrawal of Tenders**

Tenderers may alter or withdraw their tenders by written notification prior to the deadline for submission of tenders referred to in Article 2. No tender may be altered after this deadline. Withdrawals must be unconditional and will end all participation in the tender procedure.

#### **4.4 Costs of Preparing Tenders.**

All costs incurred by the tenderer in preparing and submitting the tender are not reimbursable. All such costs will be borne by the tenderer.

#### **4.5 Late Proposal**

Tenders must be received by 26<sup>th</sup> December 2021 at **15:00** PM Bangladesh time. Tenders received after the closing date will not be considered, unless in HRF and its partners sole opinion there are exceptional circumstances which have caused the delay.

#### **4.6 Eligibility**

Participation in tendering is open on equal terms to any natural and legal persons or company.

#### **4.7 Compliance**

HRF and its partner reserves the right to reject all bids not submitted in the format specified and any bids where any of the required forms are not completed.

#### **4.8 Right to Reject All Tenders**

HRF and its partner are under no obligation to accept lowest offer.

#### **4.9 Power to Accept Part of a Tender.**

HRF and its partner AGRAJATTRA reserve the right, unless the tenderer expressly stipulates to the contrary in the tender, to award batches separately or in any combination.

#### **4.10 Specification**

If the tenderer wishes to propose modifications to the specification (which may provide a better way to achieve HRF objectives) these must be considered as an alternative offer. The Tenderer must make alternative offers in a separate letter to accompany the tender. HRF and its partner AGRAJATTRA are under no obligation to accept alternative offers.

#### **4.11 Confidentiality**

Tenderers must treat the invitation to tenders and all associated documentation supplied by HRF and its partner AGRAJATTRA as confidential.

#### **4.12 Tender Process**

HRF and its partner AGRAJATTRA reserve the right to negotiate accept or reject any or all proposals and quotations at its sole discretion and to pursue or act further on any responses it considers advantageous.

In the interests of transparency and equal treatment and without being able to modify their tenders, tenderers may be required, at the sole written request of the evaluation committee, to provide clarifications within 48 hours. These requests can only be for clarification purposes, not for the correction of major details.

Any attempt by a tenderer to influence the evaluation committee in the process of examination, clarification, evaluation, and comparison of tenders, to obtain information on how the procedure is progressing or to influence HRF and its partner AGRAJATTRA in its decision concerning the award of the contract will result in the immediate rejection of his tender.

#### **4.13 Notification Award and Contract Signature**

The successful tenderer will be informed in writing that their tender has been chosen (notification of award). HRF and its partner AGRAJATTRA will agree with the selected tenderer on the final contract version and will send the signed documents in two original copies to the successful tenderer.

The unsuccessful tenderer will be informed by e-mail/letter within the 30 days following the award.

Within 10 (ten) working days following the reception, the successful tenderer will sign, date, and send back the contract. The selected tenderer will have to communicate the number and exact references of the bank account where the payments will be executed.

If the successful tenderer fails to sign and send back the contract within 10 (ten) working days, HRF and its partner AGRAJATTRA can consider (after notification) the award as null and void.

The successful tender should demonstrate **Construction of Mid Term Shelters, Learning Centre with Deep Tubewell, Mosque with Ablution Place and Installation of Water Networking and Deep Tubewell** are per agreed drawings and designs.

The successful tenderers shall be completed the assignment within 04 (four) months after signing of the contract.

#### **4.14 Ownership of Tenders**

HRF and its partner AGRAJATTRA retain ownership of all tenders received under this tender process. Consequently, tenderers have no right to have their tenders returned to them.

HRF and its partner AGRAJATTRA guarantees that tender offers shall remain confidential.

#### **4.15 Type of Contract**

The contract that will be concluded between the successful tenderer and HRF and its partner AGRAJATTRA is done according to standard contract.

By submitting an offer to this Invitation to Tender, the tenderer accepts contract terms. If any remark or reserve were to be raised by the tenderer, they should be clearly written down in a free format document included in the tender. Such documents should include the tenderer's proposal to replace the discussed sections of the contract.

#### **4.16 Cancellation of the Tender Procedure**

In the event of a tender procedure's cancellation, tenderers will be notified by HRF and its partner AGRAJATTRA.

Cancellation may occur where:

1. The tender procedure has been unsuccessful, namely where not qualitatively or financially worthwhile tender has been received, or where there has been no response at all.
2. The economic or technical parameters of the project have been fundamentally altered.
3. Exceptional circumstances or *force majeure* render normal performance of the project impossible.
4. All technically compliant tenders exceed the financial resources available to HRF and its partner AGRAJATTRA.
5. There have been irregularities in the procedure, where these have prevented fair competition.

Under no circumstances will HRF and its partner AGRAJATTRA be liable for damages, whatever their nature (damages for loss of profits) or relation with the cancellation of a tender, even if HRF and its partner AGRAJATTRA have been warned of the possibility of damages.

***Tenderers are requested not to contact HRF and its partner AGRAJATTRA during the tender assessment period, unless through the formal questioning mechanism outlined above. However, existing vendors are allowed to communicate only for their existing business purpose.***

---

## APPENDIXES

---

Appendix A: Technical Specifications

Appendix B: Tenderer's declaration

Appendix C: Supplier Questionnaire

Appendix D: Price proposable



---

## **Appendix A: TECHNICAL SPECIFICATION**

---

The tenders are requested to provide price according to the bellow specification:

- The quantity could be less or more then BOQ, quantity depends on the HRF and its partner AGRAJATTRA's request.
- Delivery will be depending on the quantity requested by HRF and its partner AGRAJATTRA on different amounts not for all-in-one time.
- HRF and its partner AGRAJATTRA can add items which are not listed in the BoQ but required and can remove items from the list.
- HRF and its partner AGRAJATTRA will contact a qualified supplier to provide a sample within 15 working days.
- The contract could be awarded to one or multiple suppliers.
- HRF and its partner AGRAJATTRA can ask for more samples if the technical ask for it.
- HRF and its partner AGRAJATTRA are under no obligation to accept lowest offer.

---

**Appendix B: TENDERER'S DECLARATION**

---

We the Undersigned accept in full and without restriction the conditions governing this tender as the sole basis of this competition, whatever its own conditions of sale may be, which we hereby waive.

We have examined carefully, understood, and comply with all conditions, instructions, forms, provisions and specifications contained in this TENDER PACKAGE including the contract template with its annexes and the HRF and its partner Ethical and Environmental Policy. We are aware that failure to submit a tender containing all the information and documentation expressly required, within the deadline specified, may lead to the rejection of the tender at HRF and its partner's discretion.

We hold no reservation regarding the TENDER PACKAGE; and are aware that any reservation may result in the rejection of the tender by HRF and its partner AGRAJATTRA.

We are not aware of any corruption practice in relation to this competition. Should such a situation arise, we shall immediately inform HRF and its partner AGRAJATTRA in writing.

We declare that are affected by no potential conflict of interest, and that we and our staff have no particular link with other Tenderers or parties involved in this competition. Should such a situation arise during performance of the contract, we shall immediately inform HRF and its partner AGRAJATTRA in written.

|  |
|--|
| <b>Company Name and Address:</b>               |
| <b>Company's Representative Name:</b>          |
| <b>Title of Representative in the Company:</b> |
| <b>Representative's Signature and Stamp:</b>   |
| <b>City, Country and Date:</b>                 |

## Appendix C: SUPPLIER QUESTIONNAIRE

| 1) Company Profile              |  |
|---------------------------------|--|
| Name of Company                 |  |
| Registered Office address       |  |
| Ordering Address (if different) |  |
| Payment Address (if different)  |  |
| Telephone Number                |  |
| Email                           |  |
| Website                         |  |
| Company Registration number     |  |
| Year established                |  |

| 3) Experience & Subcontracting   |             |             |             |
|--|-------------|-------------|-------------|
| Please provide details of 3 customers/clients for whom you have completed contracts for in the last 3 years, willing to provide a reference. If available, attach reference letters. |             |             |             |
|  | Reference 1 | Reference 2 | Reference 3 |
| Customer/Organisation  |             |             |             |
| Contact name   |             |             |             |
| Telephone No   |             |             |             |
| Email  |             |             |             |
| Year of contract   |             |             |             |

**Declaration** (to be completed by Senior Authorised Manager. Please type name and signature): I confirm that all the information given is accurate. For and on behalf of the supplier:

|              |                             |
|--------------|-----------------------------|
| <b>Name:</b> | <b>Position:</b>            |
| <b>Date:</b> | <b>Signature and Stamp:</b> |

---

**Appendix D: PRICE and DESCRIPTION PROPOSAL**

---

The supplier is requested to fill enclosed BOQs based on the unit price and add the total price of each BOQs in below table:

| Sl. No.                          | Description   | Quantity | Unit Rate [BDT] | Total Cost |     |
|----------------------------------|---|----------|-----------------|------------|-----|
|                                  |   |          |                 | BDT        | USD |
| 1                                | Bill of Quantities (BoQ) – Mid Term Shelter                   | 40       |                 |            |     |
| 2                                | Bill of Quantities (BoQ) – Learning Centre with Deep Tubewell | 1        |                 |            |     |
| 3                                | Bill of Quantities (BoQ) – Mosque with Ablution Centre        | 1        |                 |            |     |
| 4                                | Bill of Quantities (BoQ) – Water Networking                   | 1        |                 |            |     |
| 5                                | Bill of Quantities (BoQ) – Deep Tube well                     | 6        |                 |            |     |
| <b>Total Cost by BDT and USD</b> |   |          |                 |            |     |

**Supplier Name:**

**Contact Person:**

**Telephone Number:**

**Email Address:**

**Office Address:**

**Signature/Stamp:**

**Date:**