

**Invitation to Tender (ITT)**

**For**

**Framework Agreement on Supply of**

**Construction Materials**

**Tender Reference No:**

**CA-CXB-BD-005-ITT-2022**

Issued by: Christian Aid Bangladesh

Project: Humanitarian Response Program

Publication Date: 13 April 2022

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**INSTRUCTION OF TENDER**

|  |  |
| --- | --- |
| **1**  | **PURPOSE OF THE TENDER DOSSIER**  |

The purpose of this Tender is to obtain competitive offers for **Framework Agreement for Supply of Construction materials**

A detailed description of the required materials/items by Christian Aid for their different project activity is contained in the Technical Specification (see APPENDIX A – Technical specifications).

|  |  |  |
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|  | **2**  | **INVITATION TO TENDER TIMETABLE**  |
|   | **DATE**  | **TIME**  |
| Date of Issue of Invitation to Tender (ITT)  | 13 April 2022  | 00:00 HRS  |
| Deadline for request for any clarifications from Christian Aid  | 17 April 2022 | Before 4.00 pm  |
| Meeting to clarify any question (if need) | 20 April 2022  | 10:30 – 11:45 am  |
| Deadline for response to clarifications by Christian Aid  | 25 April 2022  | By 03:30 pm  |
| Deadline for submission of tenders (receiving date, not sending date)  | 10 May 2022  | By 05:00 pm  |
| Opening of bids  | 11 May 2022 | at 9.30 am  |
| Notification of award to the successful tenderer  | 23 May 2022 | at 11:00 am  |

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| **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/Bidders are expected to examine carefully and comply with all instructions, forms, provisions and specifications contained in this tender dossier.**

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

The participation procedure will be carried out in two successive stages; both are to be submitted together

1. Suppliers application analysis
2. Tender proposal analysis from qualifying applicants

**SUBMISSION OF PROPOSALS**

Responses should be sent in an outer sealed single envelope which will contain two further envelopes corresponding to the two different sections of the tender:

* Inside Envelope 1: “Supplier Application” – 1 copy
* Inside Envelope 2: “Supplier Tender Proposals” – 1 copy

**Outer envelope to be marked as follows:**

**CONFIDENTIAL: APPLICATION & PROPOSALS**

**For**

**CA-CXB-BD-005-ITT-2022**

**DO NOT OPEN BEFORE 11 May 2022, 09:30am**

Tenderers do not have the option of submitting their tender electronically under this invitation

Language: All documents shall be submitted in English

The supplier application and tender proposal shall be submitted together before the deadline for reception of applications on the 10 May April 2022 at 05:00pm to:

**Christian Aid**

**Logistics & Supply Chain Department Address:**

**2nd Floor, Building-2, Sayeman Heritage Residence**

**Muktijoddha Soroni (Sayeman Road), Baharchara,**

**Cox’s Bazar, Bangladesh**

It is the responsibility of the Tenderer to ensure that their offer is complete and meets Christian Aid´s requirements. Failure to satisfy all aspects of the tender dossier may lead to the offer being rejected without further reason being given. It is therefore essential to ensure that you read this document carefully and answer in full of all questions asked.

|  |  |
| --- | --- |
| **3.1**  | **Supplier Application**  |

The application must be submitted in supplier’s/company letterhead pad in an envelope entitled:

**“Supplier Application”**

 **“Supplier name”**

**Tender Reference: CA-CXB-BD-005-ITT-2022**

Which contains APPENDIX’s as follows & administrative documents as instructed in below section **Selection Criteria for Administrative Compliance**

* APPENDIX B - Tenderer’s Declaration
* APPENDIX C - International Supplier Questionnaire
* APPENDIX D - Supplier’s Code of Conduct (CA Policy)

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

**Selection criteria for administrative compliance:**

This part concerns the information given in the supplier questionnaire, each tenderer can also include any other document he wishes, to assist us in judging their suitability according to the below criteria

* Copy of Company Registration/ business licence/Trade Licence.
* Copy of VAT Registration
* Copy of TIN Certificate.
* Copy of insurance policy (legal liability at a minimum).
* A letter of the tenderer’s bank to guarantee the tenderer’s solvency.
* Working Experience Certificate in similar field with NGO/INGO/UN/Government organizations
* An organisational (human resources) chart
* Client List

|  |  |
| --- | --- |
| **3.2**  | **Tender Proposal**  |

Tenderers are invited to submit their best technical and economic tender in English to the exact formats issued by Christian Aid (Available in the link published) and specifications required by Christian Aid.

**Tenders not respecting these formats and specifications will be rejected.**

The tender must be submitted in an envelope entitled:

**“Tender proposal”**

**“Supplier name”**

**Tender Reference: CA-CXB-BD-005-ITT-2022**

Which contains:

* Tender Technical offer – Clarification/detail specification/Manufacturer/Brand/Mark, Structural Facilities, Any other relevant information

* Financial proposal (sealed envelope) in prescribed format as of Appendix F

Technical Proposal & Financial proposal must be initialled and signed & stamped (seal) by an authorised person.

#  3.2.1 Currency

All prices shall be expressed in BDT including necessary government VAT and Tax. This is to allow for a fair comparison of prices, following the award of the contract.

#  3.2.2 Offer validity

Offer shall remain valid for a period of 180 days from the date of submission of your proposal after the deadline for receipt of tenders to fulfil the objective of Framework Agreement/Long Term Agreement for one year. From the date of contract, financial offer will be valid under specific terms & condition as of Annex E and the validity 180 days is to specify the duration/period to enter an agreement following this call.

#  3.2.3 Tender Presentation

Tenderers may submit a tender for a specific item or items or for the full lot according to their capacity to supply as of Appendix A.

Prices and lead times, presented in the tender, should be firm and valid for the whole duration of the agreement from the date of its signature by both Parties.

The price proposal should be submitted according to the template in APPENDIX F – Price Proposal.

#  3.2.4 Compliance

Your basic offer shall be strictly in accordance with the technical specifications specified in the APPENDIX A *-*Technical specifications.

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 considering their maximum capacity with engaging their logistics resources in services. Respecting all the obligations imposed by the specifications, bearing in mind the principals and values of Christian Aid.

The tender should include:

* A technical bid consisting of a detailed description of the supply/services offered
* Origin of the products, guarantee/ warrantee duration and process to claim and any terms to measure and replace
* Describe your available facilities/strengths like warehouse, trucks capacity etc to provide service during execution Lead time for maximum/minimum delivery quantity as of your capacity for each item ▪ Stock/Warehouse capacity

#  3.2.6 Price proposal

* Declare the price of each unit as of requested item followed by the specification (Appendix A)

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 Christian Aid or its beneficiary at no cost.

|  |  |
| --- | --- |
| **4**  | **CONDITIONS OF TENDERING**  |

#  4.1 Questions / Request for clarification

Any requests for clarification may be submitted by email to jalom@christian-aid.org until the 20 April 2022**.**

#  4.2 Clarification meeting / site visit

A clarification meeting will be held on 20 April 2022 at Christian Aid Cox’s Bazar office at 10:30 am to answer any questions on the tender dossier which have been forwarded in writing or raised during the meeting. Minutes will be taken during the meeting and these will be communicated, together with any clarifications in response to written requests which are not addressed during the meeting, in writing to all the tenderers on the same day at CA website No further clarification will be provided after this date. All the costs of attending this meeting will be borne by the tenderers.

Visits by individual prospective tenderers, other than this meeting, cannot be permitted during the tender period.

#  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 on or before 10 May 2022 at 05:00pm (Bangladesh time). Tenders received after the closing schedule will not be considered.

 **4.6 Eligibility**

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

#  4.7 Compliance

Christian Aid 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**

Christian Aid is under no obligation to accept any tender.

#  4.9 Power to accept part of a tender

Christian Aid reserves the right, unless the tenderer expressly stipulates to the contrary in the tender, to award batches separately or in any combination or any specific items.

#  4.10 Specification

If the tenderer wishes to propose modifications to the specification (which may provide a better way to achieve Christian Aid ´s objectives) these must be considered as an alternative offer. The Tenderer must make alternative offers in a separate letter to accompany the tender. CHRISTIAN AID is under no obligation to accept alternative offers. Only short- listed supplier will be requested for the submission of sample.

#  4.11 Confidentiality

Tenderers must treat the invitation to tender and all associated documentation supplied by CHRISTIAN AID as confidential.

#  4.12 Tender Process

Christian Aid reserves 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.

To comply the administrative part, tenderer should have the valid legal licences, Tax Identification Number (TIN), Bank Solvency Certificate (most recent), VAT registration. Otherwise, tenderer will not be considered for the next step evaluation. All documents must be updated.

The contract will be awarded to the administratively and technically compliant tender that is the most economically advantageous, considering the quality of the material/items as of specification, brand, make, packing, guaranty/warranty, after sales services, Lead time and any relevant services offered which are preferable comparing the price.

Tenders will be evaluated on the criteria listed below:

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
| **CRITERIAS**  | **Award criteria’s**  | **Score up to**  | **Max. Score**  | **% of overall**  |
| **Capability / competence of tenderer to perform the work/service required**  | Experience with other international NGOs of a similar Christian Aid volume. (refer to completion certificate), Maximum delivery quantity and lead time  | 10  | **30**  | **30%**  |
| Previous experience with Christian Aid. (refer to previous PO/contracts)  | 5  |
| Staff resources available (skill staffs list and their competency/ experience) Financial capacity, infrastructure (No of offices and location in working area, warehouse – space and number), transport and any other service/facilities  |  5  |
|  Legal Document (updated) |  10  |
| **Quality /** **Understanding of requirements**  | Meeting technical specifications (quality, methodology, etc.) OR Level of understanding of work/service required, clarity of materials standards (i. e. brands)  |  10  | **20**  | **20%**  |
| Ability to meet delivery dates OR Reliability of plan proposed (execution timeline) and lead time to deliver minimum quantity  |  5  |
| Level of understanding of tender documents (documents and  |  |
|  | information submission as per instruction of this tender dossier)  | 5  |  |  |
| **Price**  | Clarity of the cost breakdown, Price proposal of Goods/Services in accordance with the request (best value for money) Lowest price bidder will get the highest score in this section and this score will be evaluate/consider/carry forward in comparison of material/item specification/sample accuracy as declared in Appendix A  | 50  | **50**  | **50%**  |
|  | **TOTAL MAXIMUM GENERAL SCORING**  |  | **100**  | **100%**  |

It is mentionable here that, Christian Aid can select more than one supplier for same item/items at a time for framework agreement based on the highest score and Christian Aid also can ask for the price negotiation while intend to enter in to framework agreement with several supplier for the same item/items that can be price advantageous to Christian Aid.

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 any correction of main proposal/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 Christian Aid 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). Christian Aid 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.

Christian Aid reserve the right to select more than one supplier for similar item/materials as of Framework Agreement/Long Term Agreement purchase process.

The unsuccessful tenderer will be informed by e-mail/letter within the 15 days from the date of opening.

Within 7 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 7 working days, Christian Aid can consider (after notification) the award as null and void.

# 4.14 Ownership of tenders

Christian Aid retains ownership of all tenders received under this tender process. Consequently, tenderers have no right to have their tenders returned to them.

Christian Aid guarantees that tender offers shall remain confidential.

# 4.15 Type of contract

The contract that will be concluded between the successful tenderer and Christian Aid is done according to Christian Aid’s standard contract. A contract draft is included in Appendix E – Contract Template. The suppliers who will be under the agreement, Purchase Order will be issued considering their score where the process has scope to analyse and decide the capacity, maximum order quantity for each supplier as of their offer. Any changes or modification on selection of the supplier will be subject to prior approval of the authority with a valid justification and CA authority keeps right to accept or reject the proposition in this regard.

By submitting an offer to this Invitation to Tender, the tenderer accepts Christian Aid´s 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.

If the tenderer submits an offer with no clear feedback on Appendix E – Contract Template, then Christian Aid will consider the submitted contract draft has been accepted in full by the tenderer.

# 4.16 Cancellation of the tender procedure

In the event of a tender procedure's cancellation, tenderers will be notified by Christian Aid.

Cancellation may occur where:

1. The tender procedure has been unsuccessful, namely where no 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. There have been irregularities in the procedure, in particular where these have prevented fair competition.

Under no circumstances will Christian Aid be liable for damages, whatever their nature (in particular damages for loss of profits) or relation with the cancellation of a tender, even if CHRISTIAN AID has been warned of the possibility of damages.

***Tenderers are requested not to contact Christian Aid during the tender assessment period, unless through the formal questioning mechanism outlined above or if they are an existing Christian Aid supplier, and then only in pursuit of existing Christian Aid business.***

**APPENDIXES**

Appendix A : Technical Specifications

Appendix B: Tenderer´s declaration

Appendix C: Christian Aid Ethical and Environmental Policy

Appendix D: Supplier Questionnaire

Appendix E: Christian Aid Contract Template

Appendix F: Price Proposal

# Appendix A: TECHNICAL SPECIFICATIONS

The technical specification is given below which is the minimum requirements. Supplier need to provide price offer following these requirements. Where Brand Name is Applicable

|  |
| --- |
| **Construction Materials List** |
| SL# | Items | Items Description/Specification | Measure of Unit |
| 01 | Fired Brick | Fired Brick (First Class, Size: 9.5’’ x 4.5’’ x 2.75’’, PWD Standard) | Pcs |
| 02 | Fired Brick | Fired Brick (First Class, Size: 9’’ x 4.25’’ x 2.75’’) | Pcs |
| 03 | Sylhet Construction Sand | Construction Sand (FM-1.8-2.5, Riverbed Sand, White colour, free from any kind of debris, clay) | CFT |
| 04 | Construction Sand | Construction Sand (FM- 1.2 – 1.8, Riverbed Sand, White colour, free from any kind of debris, clay) | CFT |
| 05 | Local Construction Sand | Local Construction Sand (FM- 1.2 – 1.8, Riverbed Sand, Golden or equivalent colour, free from any kind of debris, clay) | CFT |
| 06 | Local Sand | Local Sand (FM- 0.8 – 1.2, River Sand, Golden or white colour, free from any kind of debris, clay) | CFT |
| 07 | Geotextile Bag | Geotextile Bag (B-twill bag), dimensions 20'' x 40''\_inner side and 22''x 40'' inch outer side and per bag weight 330-340 gm and Fabric 300 GSM) | Pcs |
| 08 | MS Rod | MS Rod with 6/8/10/12/16 MM diameter deformed bar used in construction works with most common band is available in Bangladesh standard are BSRM, KSRM, AKS, CSRM, GPH Steel are minimum 500 W with 60 grade | KG |
| 09 | New Jute Bag | New Jute Bag 40’’ X 22’’ (300 BSM & 350 gm per bag weight) | Pcs |
| 10 | Borak Bamboo | Borak Bamboo (25’ Long, Minimum 3.5" dia bottom and 3’’ dia top, Membrane thickness 6mm, Matured, no Insect, mouldy, fungi defect in the circumstances of the Bamboo) | Pcs |
| 11 | Muli Bamboo | Muli Bamboo (15 ft length, 2 inch dia bottom) | Pcs |
| 12 | Shuttering Wood | Shuttering Wood (Mango Tree and Different size) | CFT |
| 13 | 14# GI ware | 14# GI ware (Good Quality, New, free from any kind of rusty) | KG |
| 14 | 18# GI ware | 18# GI ware (Good Quality, New, free from any kind of rusty) | KG |
| 15 | Tarpaulin sheet | Tarpaulin sheet (4 x 6 meters, Weight: 4.5-5.59 kg, Colour: blue/grey/ Orange. Both side shorter edge double fold up to 0.1 meter wide) | Pcs |

# 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 dossier including the contract template with its annexes and the Christian Aid 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 Christian Aid’s discretion.

We hold no reservation in regard to the tender dossier; and are aware that any reservation may result in the rejection of the tender by Christian Aid.

We are not aware of any corruption practice in relation to this competition. Should such a situation arise, we shall immediately inform Christian Aid 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 Christian Aid in written.

|  |
| --- |
| ***Company name and address:***  |
| ***Company’s Representative name:***  |
| ***Title of Representative in the Company:***  |
| ***Representative’s signature and stamp:***  |
| ***City, date:***  |

## Appendix C: ETHICAL AND ENVIRONMENTAL POLICY

### Section 1: Policy Statement

Christian Aid recognises the importance of sustainable development for people living in poverty, and the long term benefits of becoming a more sustainable organisation. Christian Aid takes responsibility for and is committed to managing the labour and environmental standards in its operations and supply chains. In order to embed appropriate management of these standards, the associated framework must be adopted.

Qualifications to the policy

The humanitarian imperative is paramount. Where speed of deployment is essential in saving lives, Christian Aid will purchase necessary goods and services from the most appropriate available source.

### Section 2: Policy Details

2.1 Labour and Environmental Standards

Christian Aid is committed as a minimum to complying with all applicable labour and environmental legal requirements in its both operations and supply chains.

In addition, Christian Aid is committed to meeting the labour and environmental standards below and applying a continuous improvement approach within an agreed timeframe where it is known that standards are not met.

When Christian Aid sources from small producer groups, it applies the principles of Christian Aid International’s Values Based Approach to FairTrade.

**Labour Standards**

Christian Aid has adopted the [Ethical Trading Initiative Base Code f](http://www.ethicaltrade.org/eti-base-code)or its labour standards:

**Employment is freely chosen:**

* There is no forced, bonded or involuntary prison labour.
* Workers are not required to lodge “deposits” or their identity papers with the employer and are free to leave their employer after reasonable notice.

**Freedom of association and the right to collective bargaining are respected:**

* Workers, without distinction, have the right to join or form trade unions of their own choosing and to bargain collectively. • The employer adopts an open attitude towards the legitimate activities of trade unions.
* Workers representatives are not discriminated against and have access to carry out their representative functions in the workplace. • Where the right to freedom of association and collective bargaining is restricted under law, the employer facilitates, and does not hinder, the development of parallel means for independent and free association and bargaining.

**Working conditions are safe and hygienic:**

* A safe and hygienic working environment shall be provided, bearing in mind the prevailing knowledge of the industry and of any specific hazards. Adequate steps shall be taken to prevent accidents and injury to health arising out of, associated with, or occurring in the course of work, by minimising, so far as is reasonably practicable, the causes of hazards inherent in the working environment. • Workers shall receive regular and recorded health and safety training, and such training shall be repeated for new or reassigned workers.
* Access to clean toilet facilities and potable water, and, if appropriate, sanitary facilities for food storage shall be provided. • Accommodation, where provided, shall be clean, safe, and meet the basic needs of the workers.
* The company observing the standards shall assign responsibility for health and safety to a senior management representative.

**Child Labour shall not be used:**

* There shall be no new recruitment of child labour.
* Companies shall develop or participate in and contribute to policies and programmes, which provide for the transition of any child found to be performing child labour to enable her/him to attend and remain in quality education until no longer a child. • Children and young people under 18 years of age shall not be employed at night or in hazardous conditions.
* These policies and procedures shall conform to the provisions of the relevant International Labour Organisation (ILO) standards.

**Living wages are paid:**

* Wages and benefits paid for a standard working week meet, at a minimum, national legal standards or industry benchmarks, whichever is higher. In any event wages should always be high enough to meet basic needs and to provide some discretionary income.
* All workers shall be provided with written and understandable information about their employment conditions in respect to wages before they enter employment, and about the particulars of their wages for the pay period concerned each time that they are paid. • Deductions from wages as a disciplinary measure shall not be permitted nor shall any deductions from wages not provided for by national law be permitted without the express and informed permission of the worker concerned. All disciplinary measures should be recorded.

**Working hours are not excessive:**

* Working hours comply with national laws and benchmark industry standards, whichever affords greater protection.
* In any event, workers shall not on a regular basis be required to work in excess of 48 hours per week and shall be provided with at least one day off for every 7 day period on average. Overtime shall be voluntary, shall not exceed 12 hours per week, shall not be demanded on a regular basis and shall always be compensated at a premium rate.

**No discrimination is practised:**

* There is no discrimination in hiring, compensation, access to training, promotion, termination or retirement based on race, caste, national origin, religion, age, disability, gender, marital status, sexual orientation, union membership or political affiliation.

**Regular employment is provided:**

* To every extent possible work performed must be on the basis of a recognised employment relationship established through national law and practice.
* Obligations to employees under labour or social security laws and regulations arising from the regular employment relationship shall not be avoided through the use of labour-only contracting, subcontracting or home-working arrangements, or through apprenticeship schemes where there is no real intent to impart skills or provide regular employment, nor shall any such obligations be avoided through the excessive use of fixed-term contracts of employment.

**No harsh or inhumane treatment is allowed:**

* Physical abuse or discipline, the threat of physical abuse, sexual or other harassment and verbal abuse or other forms of intimidation shall be prohibited.

**Environmental Standards**

Christian Aid is committed to reduce its reliance on finite/scarce resources and to minimise the environmental impact of its operations including its supply chain, and will work to achieve the standards listed in this section.

**Climate change:**

Monitor and actively seek to reduce the Greenhouse Gas (GHG) emissions associated with its operations and:

* Set absolute GHG reduction targets for operations in industrialised countries or Economies in Transition, such as those identified in Annex I of the United Nations Framework Convention on Climate Change below
* Set and report on targets for improved efficiency in countries where Christian Aid runs programmes, such as those that may be regarded as non-Annex I countries under the UNFCCC **Waste:**
* Reduce waste to landfill.
* Monitor operations, including procurement, to ensure waste minimisation and high product and process efficiency.
* Effective controls of waste in respect of ground, air, and water pollution are adopted.

**Materials:**

* Reuse, recycling and the use of recycled and recyclable materials are strongly encouraged.
* Avoid where practicable reliance on materials that are heavily dependent on finite resources.

**Packaging:**

* Actively avoid undue and unnecessary packaging wherever practicable and use recycled and recyclable materials wherever appropriate.

**Wood and forest products:**

* Ensure that all forest products purchased are as a minimum legal in origin and provide evidence of due diligence to ensure this if requested by Christian Aid
* Suppliers of paper products sourced from Christian Aid affiliate home country offices and retail products carrying the Christian Aid Brand must source forest products from recycled sources or well managed forests which have been certified to a credible standard. Exceptions will be made for products which are Fairtrade marked or produced by members of the World Fair Trade Organisation as appropriate. Christian Aid views the Forestry Stewardship Council (FSC) as the most credible certification for the sustainable sourcing of wood and forest products.
* Suppliers must never knowingly become involved in, collude with or purchase timber from illegal logging operations.

**Energy:**

* Work to reduce energy consumption and where practicable use energy from renewable resources.

**Transport and travel:**

* Reduce staff travel wherever practicable.
* Monitor and reduce transport logistics to ensure efficient distribution and delivery of products and services.

**Conservation of biodiversity:**

* Seek to minimise the impact of operations on fauna, flora and land to ensure the conservation of biodiversity and habitats.

**Water:**

* Develop a better understanding of its impact on water use and develop management processes where appropriate

**Annex I countries, United Nations Framework Convention on Climate Change**

Australia, Austria, Belarus, Belgium, Bulgaria, Canada, Croatia, Czech Republic, Denmark, Estonia, European Union, Finland, France, Germany, Greece, Hungary, Iceland, Ireland, Italy, Japan, Latvia, Liechtenstein, Lithuania, Luxembourg, Malta, Monaco, Netherlands, New Zealand, Norway, Poland, Portugal, Romania, Russian Federation, Slovakia, Slovenia, Spain, Sweden, Switzerland, Turkey, Ukraine, United Kingdom of Great Britain and Northern Ireland, United States of America.

**2.2 Christian Aid Procurement Integrity Principles**

Christian Aid is committed to ensure that its procurement processes are run with integrity and to further this commitment Christian Aid actively promotes principles for suppliers and staff as detailed below.

### Procurement Integrity Principles for Christian Aid Suppliers

Christian Aid expects suppliers as a minimum, to follow the belowmentioned principles:

* Accept responsibility for labour and environmental conditions under which products are made and services provided. This includes all work contracted or sub-contracted and that conducted by home or other out-workers.
* Be open and transparent about the labour and environmental standards in their supply chains. To provide information requested by Christian Aid to enable our assessment of labour and environmental standards in their supply chains.
* Support workers to realise their rights and minimise the barriers which prevent workers from achieving them.
* Demonstrate ability to meet local labour and environmental laws. • Demonstrate commitment to achieve conformance with the Labour and Environmental Standards in section 2.1 above and commitment to continuous improvement of their labour and environmental standards as agreed with Christian Aid.
* Suppliers importing from small scale producer groups facilitate trade in-line with Christian Aid’s values based approach.

Christian Aid will seek alternative sources where the conduct of suppliers demonstrably violates the basic rights of Christian Aid’s intended beneficiaries, and there is no willingness to address the situation within a reasonable time period.

Christian Aid will not knowingly enter into contract or partnership with suppliers that participate in the activities outlined below:

**List of activities that Christian Aid suppliers should not be involved in:**

Christian Aid will seek alternative suppliers if we identify the following activities:

* Actively lobby to undermine public policies to tackle climate change or push for continued expansion of fossil fuel use
* Arms manufacture;
* The sale or export of arms or strategic services to governments which systematically violate the human rights of their citizens, or where there is internal armed conflict or major tensions, or where the sale of arms may jeopardise regional peace and security.
* Tobacco production and sale;
* The sale of baby milk outside the World Health Organisation (WHO) Code of Conduct;
* Pesticide sales outside the Food and Agriculture Organisation (FAO) guidelines for pesticide retailing
* Extractive industries
* Production or publication or broadcast of adult entertainment
* Knowingly become involved in, collude with or purchase timber from illegal logging operations.
* Any other activities which violate the basic rights of Christian Aid’s intended beneficiaries.
* Activities which contravene the Procurement Integrity Principles listed in section 2.2

Suppliers must declare any formal party political involvement or activity.

### Procurement Integrity Principles for Christian Aid Staff

To ensure we procure with Integrity, Christian Aid staff will:

* Recognise that our suppliers may not be able to achieve all the labour and environmental standards laid out in sections 2.1 immediately and we will support suppliers to work toward conformance within a reasonable timeframe.
* Recognise the impact of all supply decisions on meeting the labour and environmental standards outlined in section 2.1 of this policy. We will involve our suppliers in addressing issues that may arise and expect them to assist us in minimising any negative effects. • Ensure that our supply requirements are adequately defined and specified in sufficient time to allow the supply market to react to our demand.
* Ensure that our supply activities comply with all applicable international and national laws, regulations, conventions and agreements that are in force in the countries from where our requirements are being procured, and ensure that the specific supply related requirements of our donors are adhered to. • Not engage in any activity with suppliers, or buyers from other organisations, which might be deemed to be anti-competitive or in breach of any statutory requirements in any country or trading region.
* Not terminate purchase arrangements or relationships without due regard to all material circumstances, appropriate communication and notification to the supplier. We will however terminate supplier relationships where serious breaches of Christian Aid’s labour and environmental standards persist after reasonable attempts have been made to work with the supplier to implement improvements, and where there is no reasonable prospect of securing improvements. Such terminations will be carried out in a responsible way.
* Act impartially and objectively in all their purchasing activities and to keep written records where appropriate to demonstrate that their actions have been fair and above reproach.
* Declare in advance any interest commercial or otherwise, they may have with a supplier to Christian Aid and to be prepared to withdraw from those dealings if required.
* Maintain an unimpeachable standard of integrity in all their business relationships and to foster the highest possible standards of professional competence in all their supply activities. • Not accept any personal gifts or other inducements, as individually or cumulatively these will be adjudged as an attempt to influence a purchasing decision.
* Seek the views of its suppliers over their ability to meet Christian Aid’s labour and environmental standards given existing buying practices, and assists them to meet their concerns. • Recognise the contribution that stable business relationships can make to the observance of the labour and environmental standards, and endeavour to establish long-term relationships with its suppliers.

# Appendix D: SUPPLIER QUESTIONNAIRE

**ALL Suppliers and Subcontractors to complete Sections 1-6 and the declaration. Suppliers providing branded products and services, rental vehicles and construction projects to also complete section 7 and 8.**

|  |  |  |
| --- | --- | --- |
| **1 A) Company Profile**  |  | **Christian** **Aid Use only**   |
| Name of Company  |   |  |
| Name of Christian Aid staff member you have contact with; if any. (Name, Department, Location)  |   |  |
| Registered Office address  |   |  |   |
| Ordering Address (if different)  |   |  |   |
| Payment Address (if different)  |   |  |   |
| Telephone Number  |   |  |   |
| Email  |   |  |   |
| Website  |   |  |   |
| Company Registration number (Please attach a copy of the certificate)  |   |  |   |
| Year established  |   |  |   |
| Please state your position in the supply chain e.g. Agent, Manufacturer, Service Provider, Importer, Trader  |   |  |   |
| Please specify the product/service being supplied to Christian Aid  |   |  |   |
| Do your goods or services carry the Christian Aid brand?  |   |  |   |
| Company turnover in trading currency (please attach recent financial statement)  |   |  |   |
| Turnover of the part of the business that would serve Christian Aid  |   |  |   |
| Location of other operational sites (national and international), their functions and approximate numbers of employees where Christian Aid goods or services could be positioned  |   |  |   |
|   |  |   |
|   |  |   |
|    |   |   |
| **1 B) Total Number of Workers** |  |   |
|  | Men (%)  | Women (%)  | Total  |   |
| Permanent Workers  |   |   |   |   |
| Temporary directly employed workers  |   |   |   |   |
| Agency indirectly employed workers  |   |   |   |   |
| Homeworkers/outworkers  |   |   |   |   |
| Management  |    |    |    |   |
| Is your company committed to achieving the labour, environmental and business integrity standards in Christian Aid 's Ethical and Environmental Policy  | Yes  |   |
| No  |
| **2) Health & Safety**  |  |   |
| Is there anyone designated as being responsible for Health and Safety issues in your company?  | Yes/ No. Give details   |   |   |





|  |  |
| --- | --- |
| **Name :**   |  **Position :**   |
|  **Date :**   | **Signature :**   |

|  |
| --- |
| **For Christian Aid use only - Risk Rated by** NB There are some industries Christian Aid has run campaigns on to highlight the harm they can cause to poor communities. If your company, or any parent or subsidiary, has any involvement with the production or sales of weapons, pharmaceuticals, infant formula or pesticides; or with the Finance industry please tell your Christian Aid contact.  |
|   |  |
| **Name :**  |  **Position :**   |
|  **Date :**  |  **Risks :**   |

**Appendix F: PRICE PROPOSAL**

This offer should be prepare considering the future scope of work with Christian Aid and Christian Aid will identify the best service provider/supplier in the market and prepare agreement and set a supplier pool accordingly. Please provide the rate/unit only, where Christian Aid can place Purchase order for different quantity in different times as per the requirements of current and future project activity.

***Note: All price should be mentioned here including Vat/Tax and necessary packing, transportation/ delivery cost with load-unload to Christian Aid working areas in* Teknaf Upazila (Casement-D, Camp 22, 24,25,26 and 27) and Ukhiya Upazila (Camp 1W and 4Ext) at *Block Level,* all union levels of Cox's Bazar Sadar Upazila, Teknaf Upazila and Ukhiya Upazila** ***where maximum dumper can be used.***

**Maximum/Minimum Order Quantity for the item: Supplier need to clear the quantity of each type of item which is reasonable considering availability of the item/product, transport and delivery within the minimum time within their capacity.**

**Lead Time for Maximum Delivery Quantity: Following above explanation, this is to learn about the lead time of your declared specific quantity.**

**THIS IS IMPORTANT TO DECLARE THE REASONABLE TIME AS OF MARKET AND PRODUCT CHARECHTARISTIC, ANY UNREALISTIC PROPOSITION MIGHT BE CAUSE OF DISQUALIFY YOUR OFFER FROM THE PROCESS.**

**SAMPLE: ONLY SHORT-LISTED SUPPLIERS WILL BE ASKED TO SUBMIT SAMPLE, IF SAMPLE FAILED TO MEET THE SPECIFICATION MENTIONED HERE THEN THE OFFER WILL BE NOT VALID ANYMORE.**

***USE THIS FORMAT (below table) TO MAKE YOUR OFFER IN YOUR COMPANY LETTERHEAD PAD:***

|  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- |
| **Sl No**  | **Item description**  | **Unit**  | **Unit price (in BDT)**  | **Total Price (BDT)**  | **Maximum/Minimum** **Order Quantity for the item**  | **Lead Time** **for** **Maximum** **Delivery** **Quantity**  |
| 1  |   |   |   |   |   |   |

# Appendix E: CONTRACT TEMPLATE

**FRAMEWORK AGREEMENT BETWEEN**

CHRISTIAN AID in BANGLADESH

**And**

**M/s XXXXXX**

CONTRACT REF. XXXXXX

This Agreement has been made on 24th May 2022and will be effective from 24th May 2022.

By and Between

CHRISTIAN AID in Bangladesh, Cox's Bazaar Office, 2nd floor, Sayman Heritage Residence, Building-2, Sayman Road, Baharchara, Cox's Bazaar. And

**M/s XXXXX** registered under the law of Bangladesh with company registration Number: XXXXX, VAT: YYYYY, TIN: YYYYY Address: **XXXXX**. Represent by YYYYY, Proprietor who is duly authorized.

**WHEREAS the Christian Aid wishes to purchase the goods/Service described per the specification through the supplier, it is agreed as follows;**

 [

1. **Interpretation**

1.1 In these Conditions:

‘CONDITIONS’ means the standard terms and conditions of purchase set out in this document and (unless the context otherwise requires) include any special terms and conditions agreed in writing between *Christian Aid* and the Seller.

**‘CONTRACT’ means the contract for the sale and purchase of the supply and acquisition of the Services.**

‘DELIVERY ADDRESS’ means the address stated on the Order/As per Framework Agreement.

‘ORDER’ means *Christian Aid’s* purchase order to which these Conditions are as specified.

‘PRICE’ means the charge/cost for the Supplies/Services.

‘SELLER’ means the **M/s. XXXXX** the Supplier/Service Provider.

“BUYER” means Christian Aid

‘SERVICES’ means the goods and services provided.

This Contract is signed by and between, **M/s. XXXXX**.

Name & Address of the Suppliers /Company:

**Name: M/s. XXXXX**

**Address:** XXXXXXX, Cox’s Bazar. Bangladesh.

**Contact Details:**

Contact person: XXXXXX

Mobile no: XXXXXXX

 Tel:

 Fax:

 Email:

2.1 The Order constitutes an offer by *Christian Aid* to acquire and receive goods/services to the conditions stated hereinafter in this document.

2.2 These conditions state hereinafter shall apply to the contract to the exclusion of any other terms and conditions on which any quotation has been given to *Christian Aid* or subject to which the order is accepted or purported to be accepted by the Seller/Service Provider.

Conformity of Supplies: The Supplier undertakes to deliver the goods/services in conformity with the obligations they have undertaken under the contract and those that are applicable to their organization under the laws and regulations in force and the rules of their trade of profession. *Christian Aid* reserves the right to reject delivery of goods/services not meeting specifications stipulated in this contract or purchase order.

1. **Specifications:**

The quantity, quality and description of the goods/service shall, subject as provided in these conditions, be as specified in the order and /or in any applicable specification by *Christian Aid* to the seller or agreed in writing by *Christian Aid*.

1. **Business Agreement for Supply of Water Tracking facilities**

It is a requirement of conducting business with *Christian Aid* activities that you can confirm, or agree to work/supplies towards, compliance with the standards and principles of Christian Aid Code of Conduct on Ethical Purchasing and Supply Policy. Once agreed this will be binding and final. (Code of conduct attached as annex)

Any serious breach of the Code or refusal to implement recommended corrective action will result in a termination of contract.

*Christian Aid* will agree in turn to take into consideration local custom and practice and to work with you to meet the targets of continuous improvement.

In certain instances, significant breaches may materially affect the Order. And refusal to attempt compliance will be material to any decision to place further orders with the seller.

1. **Price of the goods /items**

Price would be as per given offer and mentioned quality. No increase in the Price shall be made during the contract period.

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
| **SL**  | **Items Description**  | **Quantity**  | **Unit**  | **Unit Price**  |
|  |  |  |  |  |

**N.B.** This price includes VAT, TAX, Transportation, Load- unload and packing and will remain same till the contract validity period.

As per the quoted price, Christian Aid can issue Purchase order for different quantity as per need throughout the contract validity period.

1. **Inspection/Survey:**

The Seller shall provide all necessary Inspection / Quality Certificates from the production line / manufacturer for the goods/Service purchased.

In the event of any defective goods/Service supplied which do not conform to specification will be replaced by the vendor within agreed time frame

1. **General Terms & conditions for Purchase**

* 1. The seller will be completely responsible to supply the required materials through following the technical specification. In case of any exception, if the technical specification does not adequate to follow the requirements of this agreement, then the followed supplier will be responsible to return the items by their own cost and have to ensure the materials according to the purchase order.
	2. The vendor must complete the delivery within the timeframe mentioned in each Purchase Order. For any illogical reason for delay, the penalty clause may be inserted following 7.9 of the agreement.

* 1. The supply needs to be completed as per agreed items specification mentioned in this agreement & delivery schedule submitted by the supplier after signing the agreement and within the time frame.

* 1. Through this signed agreement Christian Aid can issue Purchase order for different project for same items within the agreed price given here for any quantity within the contract period.

**Delivery Terms:**

* + 1. The Supplier **M/s XXXXX** must complete the total delivery within the period agreed with each Order after issuing any Purchase Order in any quantity within this contract duration. Christian Aid reserves the right to increase or decrease quantity.
		2. Complain response mechanism
			- Company must have dedicated complain response mechanism. Must have dedicated cell number to receive complains.
			- Within 48 hours **M/s XXXXX** should solve small problem.
			- Within 72 hours **M/s XXXXX** should solve big problem (like replace of items/ product or whatever it is).
			- Keep all records of complain and submit at the year end to Christian Aid.

* 1. A technical team (From Christian Aid and Its Implementing Partner) will certify the item’s quality in each delivery point with measuring equipment’s.

* 1. The supplier will manage their own goods/items safety, security & risk until up to handover the materials. Christian Aid and Its implementing partner will not be liable for any loss, damage of materials before final hand over of delivered items.

* 1. In the event of any defective goods supplied by the Supplier, which does not meet the specification & quality and also not certified by Christian Aid Technical person will be replaced immediately by the Supplier and will deliver the quality product mentioned in the quotation within the timeframe.

* 1. The supplier will not be liable for the delay delivery in case of strike, hartal or any other political adverse situation, technical failure in the plant, natural disaster, bad condition of road & bridges etc. In this case **M/s XXXXX** has to inform Christian Aid in written the cause of delay with proper justifications. Christian Aid has the all right to reject such application if the reason of delay is not justified.

* 1. Without valid reason and subject to timely approval from CAID authority failure to deliver according to the terms of the contract shall subject the Supplier to the following penalties:

* + 1. **1 day or part of late: 1% reduction of total contract value.**
		2. **4 days or part there of late: 5% reduction of the total contract value.**
		3. **7 days or part there of late, 7% of the total contract value and for every day thereafter a further reduction 1% per day.**
		4. **More than 30 days delay, Christian Aid has the sole right to immediately terminate the contract and charge the penalty amount form suppliers remaining dues (if any).**

**It is mentionable here that, any penalty will be calculated on the total contract value.**

The supplier shall be responsible for all costs arising due to late delivery.

*Christian Aid* **will not** be liable to indemnify any third party in respect for any claims, debt, damage, or demand arising out of this contract. *Christian Aid* will not accept any Liability for the compensation for death, disability or hazards, which may be suffered by the Supplier/Supply chain through this contract while supplying *Christian Aid*; no such claims will be made against *Christian Aid*.

1. **Warranty:**

The supplier warrants the goods /services furnished under the agreement to be of satisfactory quality, free from defects in workmanship or materials and to conform to the specification and any samples provided by the Seller to Christian Aid. This warranty is without prejudice to any further guarantees that the Supplier provides to Purchasers.

* + 1. The Supplies remain the property of the Supplier until an Christian Aid delegated representative on the delivery point accepts them (Delegated representatives’ names will be provided by Christian Aid to the Seller).

* + 1. Christian Aid has the right to inspect/test the quality of goods before delivery and after the receipt of the goods from any recognized institute.
		2. In case the delivered supplies are found to be of substandard quality, not of the quality or specification mentioned above and as per the samples previously selected by both the parties, damaged or not following packaging specifications, the Christian Aid may at its sole discretion;
		3. The cost of returned goods or other costs associated shall not be the responsibility of Christian Aid.

1. **Transfer of Ownership:**

Upon delivery of goods/services, the ownership and risks of rejected goods will automatically be re-transferred to the Seller.

1. **Breach**:

If the Seller breaches any term or condition of this agreement (part or all), or the conditions set out in any given Purchase Order/Contract, including, but not limited to, quality of the Goods/Services, Price and Delivery requirements, the Buyer shall be entitled to immediately purchase Goods/services from any other source/suppliers, in addition to any other remedy available in law or equity.

1. **Terms of Payment:**

* 1. All payments will be made through Account Payee Cheque in favor of the Seller (after **deduction** of **VAT** & **TAX** as per respective prevailing laws and procedures of the Country within 30 working days from the date of submitting bill and delivery Challan by the supplier after successful delivery.

* 1. The Seller will produce separate invoices for each delivery made under each Purchase order within this contract period.

1. **Use of Christian Aid’s name:**

The Supplier may not use *Christian Aid’s* name for any purpose beyond the performance of the Supplier’s obligations to *Christian Aid*, unless the Supplier/ Seller has first obtained consent in **writing** for the use from *Christian Aid*.

Willingness to pursue compliance with *Christian Aid’s* Ethical Purchasing Policy and Supply Policy does not imply *Christian Aid’*s endorsement for the ethical nature of the seller’s business. The Supplier/Seller should make no such claims.

1. **Confidential Information:**

All information relating to *Christian Aid’s* business, affairs, products, trade secrets knowhow, personnel, customers and suppliers, which may reasonably be, regarded as confidential information shall hereinafter be referred to as “Confidential information”. The Service Provider /Seller undertakes not to disclose, either directly or indirectly any Confidential Information the Service Provider/Seller may acquire in any manner and the Service Provider/seller further undertakes to use all confidential information disclosed to the seller exclusively for the provision of the supply/services.

1. **Publicity:**

This contract shall not authorize the Supplier/Service Provider to commercially exploit in any way the collaboration with the *Christian Aid*. Utilization of written material produced and/or photos/films taken before, during or after the contract period is not permitted. *Christian Aid* exclusively in writing, on special request, may grant exceptions.

1. **Applicable Law and Venue:**

Any dispute arising about the services shall be governed and construed in accordance with the laws of Bangladesh and the courts of Bangladesh shall have exclusive jurisdiction over it.

1. **Termination:**

Without prejudice to any other remedies then available to it, the Buyer and the Service

Provider/Supplier shall have the right at any time and for any reason by giving One weeks’ notice in writing to the other to cancel the contract, or by giving one (1) weeks’ notice in either of the following two specific events:

* 1. **If the other party hereto shall have committed a material breach of any of the terms or conditions of this Contract and shall have failed to remedy the same after being required to do so by notice in writing from the party seeking to determine this Agreement specifying the breach complained of and stating its intention to terminate the Contract if such breach is not so made good**

* 1. If an order be made or an effective resolution be passed for the winding up of the other party or if an encumbrance shall take possession or a receiver shall be appointed of its undertaking or any part thereof or if such other party shall cease to carry on business or make any general arrangement or composition with its creditors or take or suffer any similar action in consequence of debt.

**18 Notices:**

1 week (7 days) all notices given under this contract shall be given by letter, and delivered by hand, or by email or fax.

1. **Arbitration:**

Neither part hereto, nor any persons claiming under either of them shall bring any action or other legal proceedings against the other of them in respect of any such dispute until such dispute shall first have been determined by the arbitrators(s) or a Board of Appeal, as the case may be, in accordance with such Arbitration Rules and it is extremely agreed and declared that the obtaining of an award from the arbitrators(s) or a board of Appeal, as the case may be, shall be a condition precedent to the right of either party hereto or of any persons claiming under either of them to bring any action or legal proceedings against the other of them in respect of any such dispute.

1. **Domicile:**

Buyer and Supplier agree that, for the purpose of proceedings either legal or arbitration, this contract shall be deemed to have been made under the Bangladesh Law and to be performed there, any correspondence in reference to the offer, the acceptance, the place of payment or otherwise notwithstanding and the Courts or arbitrators appointed, as the case may be, shall except for the purpose of enforcing any award made in pursuance of the arbitration clause hereof, have exclusive jurisdiction over all disputes which may arise under this contract which shall be settled according to the Law of Bangladesh.

1. **Validity of the Contract:**

**The contract shall remain valid for a period of 12 months starting from DD/MM/YYYY to DD/MM/YYYY. The Contract is however renewable on existing and new terms agreeable to both parties. Both parties would renew terms & conditions when appropriate, agreeable.**

The authorized signatures appended below are evidence of the agreement to the contents of this agreement.

On behalf of ***Christian Aid*** On Behalf of **M/S XXXXX**

Name: Name:

Position: Position: Proprietor

Christian Aid M/S XXXXX

Stamp Stamp

Dated: Dated:

Witnessed by: Witnessed by:

Name: Name:

Position: Position:

Signature: ……………………………… Signature: ………………………………

Dated: Dated: