# Norwegian Refugee Council (NRC) Bangladesh

# Framework Agreement for Supply of Construction Materials, Tools and Solar Lighting – Cox's Bazar District

# NRC\_ITB\_CXB\_001

Cox's Bazar, 10<sup>th</sup> November 2018

#### Our reference: NRC\_ITB\_CXB\_001

SUBJECT: INVITATION TO TENDER FOR A FRAMEWORK AGREEMENT TO SUPPLY CONSTRUCTION MATERIALS, TOOLS AND SOLAR LIGHTING TO NRC IN COX'S BAZAR DISTRICT

Dear Mr/Ms

Following your enquiry regarding the publication of the above-mentioned invitation to tender, please find enclosed the following documents, which constitute the tender dossier.

Any request for clarification must be received by NRC in writing at least 5 working days before the deadline for submission of tenders. NRC will reply to bidders' questions at least 2 working days before the deadline for submission of tenders.

Costs incurred by the bidder in preparing and submitting the tender proposals will not be reimbursed.

We look forward to receiving your tender at the e-mail address specified in the Instructions to Bidders before 10:00am on Saturday 24<sup>th</sup> November 2018, as stated in the procurement notice.

If you decide not to submit a tender, we would be grateful if you could inform us in writing, stating the reasons for your decision.

Yours sincerely, NRC Procurement Department

This ITB document contains the following:

- ✓ This cover Letter
- ✓ Section 2: Bid Data sheet
- ✓ Section 3: NRC Invitation to bid general terms & condition
- Section 4: Technical description of the Bid
- Section 5: Bidding form
- Section 6: Pricing Proposal
- Section 7: Delivery Time
- Section 8: Company Profile and Previous Experience
- Section 9: Suppliers Ethical Standards Declaration
- ANNEX A: Technical Specifications & Pricing Proposal Template

Sections highlighted in green must be completed by the bidder.



# SECTION 2 BID DATA SHEET

#### 1. BACKGROUND DATA

Contract Name: Framework Agreement for Supply of	Contract Number: NRC ITB CXB 001
<b>Construction Materials, Tools and Solar Lighting</b>	

This bid is issued by the Norwegian Refugee Council in Bangladesh. Any correspondence can be addressed to <u>bd.tenders@nrc.no</u>

#### 2. SCOPE OF SUPPLY

The Contracts eligible for bidding are:

LOT #	Description
LOT 1	CEMENT, REINFORCEMENT BAR
LOT 2	BAMBOO
LOT 3	BRICKS, COARSE AGGREGATE, SAND
LOT 4	TOOLS, FIXINGS
LOT 5	PRE-CAST CONCRETE ITEMS
LOT 6	SOLAR STREET LIGHTING

NRC may award each lot to a different supplier. Bidders can submit an offer for one, several or all LOTS. Offers should clearly show what LOTS are included.

#### 3. SCHEDULE & DEADLINE FOR SUBMISSION

The deadline for submission of bids is **10:00 am** on the **Saturday 24<sup>th</sup> November 2018**. Late bids will not be accepted.

DESCRIPTION	DATE	TIME*
Invitation to Bid release	10 November 2018	09:00
Deadline for request for any clarifications from NRC	18 November 2018	17:00
Last date on which clarifications are issued by NRC	19 November 2018	17:00
Deadline for submission of tenders (receiving date, not sending date)	24 November 2018	10:00
Tender opening session by NRC	24 November 2018	10:30
Notification of award to the successful tenderer	27 November 2018	TBD
Signature of the contract	29 November 2018	TBD

\* All times are in the local time of Bangladesh

Please note all dates are provisional dates and NRC reserves the right to modify this schedule.

#### 4. **REGISTRATION OF INTEREST**

Bidders should email <u>bd.tenders@nrc.no</u> to register their interest in this tender opportunity. Registration of interest will ensure that prospective bidders receive any clarifications issued by NRC, as detailed further in section 3.9.

#### 5. MANNER OF SUBMISSION:

Please submit your bids in accordance with the requirements detailed below:

Completed tender documents must be sent to <u>bd.tenders@nrc.no</u> by 10:00 am Bangladesh time and with ITB No. **NRC\_ITB\_CXB\_001** included in the e-mail subject line. Tenders will opened thereafter in the presence of the NRC Tender Committee.

#### 6. ASSESSMENT CRITERIA

Award of the contract(s) will be based on the following:

#### Step 1: Administrative compliance check

Bidders must provide evidence of the following for their bid to be considered compliant:

- 1. Sections 5-9 completed, signed and stamped
- 2. Bidder has included a copy of their valid business licence

#### **Step 2: Technical Evaluation**

A Technical Evaluation of all bids received will be conducted to shortlisted bidders. Criteria that will be used to evaluate and score the bids are outlined in Section 3, Clause 25

## **Step 3: Financial Evaluation**

Price in comparison to NRC established expectation and in comparison to other bidders of comparable technical quality

# **SECTION 3**

# NRC Invitation to bid - General terms & conditions

#### 1 SCOPE OF BID

- 1.1 The bid is based on the scope of the assignment as determined in the Bid Data Sheet (Section 2). The instruction to bidders should be read in conjunction with the Bid Data Sheet.
- 1.2 The successful Bidder will be expected to complete the assignment by the Intended Completion Date specified in the contract to be signed

#### 2 CORRUPT PRACTICES

- 2.1 **Norwegian Refugee Council** requires Employees, Bidders and Contractors, to observe standards of ethics during procurement and the execution of contracts. In pursuit of this, Norwegian refugee Council defines, for the purposes of this provision, the terms set forth below as follows:
  - **a.** "Corrupt practice" includes the offering, giving, receiving, or soliciting of anything of value to influence the action of a public official in the procurement process or in contract execution; and
  - b. "Fraudulent practice" includes a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of the Norwegian Refugee Council, and includes collusive practices among Bidders prior to or after bid submission designed to establish bid prices at artificial, non-competitive levels and to deprive the Norwegian Refugee Council of the benefits of free and open competition;
  - c. In any case where fraud or corruption is identified, NRC will:
    - reject any bids where the Bidder has engaged in corrupt or fraudulent practices in competing for the Contract;
    - remove bidding contractors who engage in fraudulent or corrupt practices, from our prequalified list
    - liaise with District Officials to report if fraudulent or corrupt practices are identified
    - terminate works
- 2.2 Any communications between a Bidder and the Norwegian Refugee Council related to matters of alleged fraud or corruption must be made in writing and addressed to the Country Director in Bangladesh

#### 3 ELIGIBLE BIDDERS

- 3.1 A Bidder shall meet the following criteria to be eligible to participate in NRC procurement:
  - a) the bidder, at the time of bid, is not:
    - i. insolvent;
    - ii. in receivership;
    - iii. bankrupt; or
    - iv. being wound up
  - b) the bidder's business activities have not been suspended;
  - c) the bidder is not the subject of legal proceedings for any of the circumstances in (b); and
  - d) The bidder has fulfilled his or her obligations to pay taxes and social security contributions. In a case where VAT is included in a bid, a copy of the VAT certificate must accompany the bid. A Bidder, and all parties constituting the Bidder including sub-contractors, shall not have a conflict of interest. All Bidders found to have a conflict of interest shall be disqualified. A Bidder may be considered to have a conflict of interest with one or more parties in this bidding process, if they have a relationship with each other, directly or through common third parties, that puts them in a position to have access to information about or influence on the bid of another Bidder, or influence the decisions of the Norwegian Refugee Council regarding this bidding process

- 3.2 A Bidder whose circumstances in relation to eligibility change during a procurement process or during the execution of a contract shall immediately inform the Norwegian Refugee Council.
- 3.3 NRC reserves the right to refuse a bid at any time if the bidder or one of its sub-contractors provided material support or resources to any individual or entity that commits, attempts to commit, advocates, facilitates, or participates or is found guilty of fraud, active corruption, collusion, coercive practice, bribery, involvement in a criminal organization or illegal activity, or immoral human resources practices, including but not limited to: child labour, non-discrimination, freedom of association, payment of the legal national minimum wage, and forced labour.

#### 4 JOINT VENTURES, CONSORTIA AND ASSOCIATIONS

Bids submitted by a joint venture, consortium or association of two or more firms as partners will only be accepted in exceptional circumstances.

#### 5 ONE BID PER BIDDER PER WORK

Each Bidder shall submit only one Bid per contract. A Bidder who submits or participates in more than one bid per contract will cause all the bids with the Bidder's participation to be rejected.

#### 6 COST OF BIDDING

The Bidder shall bear all costs associated with the preparation and submission of his Bid, and the Norwegian Refugee Council shall not be responsible or liable for those costs, regardless of the conduct or outcome of the bidding process.

#### 7 INSPECTION

NRC is obliged to ensure that its procurement decisions are clearly justified and documented and keeping within the Donors mandatory principles. In that regard, full and on-the-spot access must be granted to representatives of NRC, the Donor or any organisation or person mandated by it, to premises belonging to NRC or its contractors. The right to access shall include all documents and information necessary to assess, or audit the implementation of the contract

#### 8 OBTAINING AND COMPLETING BIDDING DOCUMENTS

8.1 The Bidder is expected to examine all instructions, forms, terms, and specifications in the Bidding Document. Failure to furnish all information or documentation required by the Bidding Document may result in the rejection of the bid.

#### 9 CLARIFICATION OF BIDDING DOCUMENT

A prospective Bidder requiring any clarification of the Bidding Document shall contact the Norwegian Refugee Council in writing at the e-mail address provided section 2. The Norwegian Refugee Council will respond in writing to any request for clarification before the deadline for clarification of bids. The Norwegian Refugee Council shall forward copies of its response to all Bidders who have registered their interest with the e-mail provided in section 2. In addition, NRC will post clarifications on the tenders section of the NRC website. Clarifications will include a description of the inquiry but will not identify its source.

#### 10 AMENDMENT OF BIDDING DOCUMENT

- 10.1 At any time prior and until 48 hours prior to the deadline for submission of bids, the Norwegian Refugee Council may amend or cancel the Bidding Document by informing the bidders in writing.
- 10.2 To give prospective Bidders reasonable time in which to take an amendment or cancellation into account in preparing their bids, the Norwegian Refugee Council can, at his discretion, extend the deadline for the submission of bids.

#### 11 LANGUAGE OF BID

- 11.1 The bid, as well as all correspondence and documents relating to the bid shall be written in English.
- 11.2 Supporting documents and printed literature that are part of the bid may be in another language provided they are accompanied by an accurate translation of the relevant passages in English, in which case, for purposes of interpretation of the Bid, such translation shall govern.

#### 12 DOCUMENTS COMPRISING THE BID

- 12.1 The bid submitted by the Bidder shall comprise the following:
  - Signed and stamped Contractor's bid in Section 5
  - Copy of Business License (as requested in section 5)
  - CV's of the Key Personnel involved in the project (as requested in section 5)
  - Copies of Bank Statements or Annual Tax Returns (as requested in section 5)
  - Pricing proposal ANNEX A: Technical Specifications & Pricing Proposal Template (as in Section 6)
  - Proposed Delivery Time (as in Section 7)
  - Company Profile and Previous experience (as in Section 8)
  - Signed and stamped Supplier Ethical Standards Declaration in Section 9
- 12.2 All forms must be completed without any alterations to the format, and no substitutes shall be accepted. All blank spaces shall be filled in with the information requested.

#### 13 BID PRICE FOR SUPPLY CONTRACT

- 13.1 Bid prices are for a single unit of each item required
- 13.2 Items for which no rate or price is entered by the Bidder will be as not quoted.
- 13.3 Unless otherwise specified in Section 2 the Bid Data Sheet, all duties, taxes and other levies payable by the contractor under the contract, shall be included in the total bid price submitted by the bidder.
- 13.4 For bidder subject to VTA, VTA should be mentioned in the offers
- 13.5 The Bidder is reminded that it is entirely his responsibility to ensure the accuracy of his bid. No alteration will be made to the bid after its submission on the grounds of any arithmetical errors subsequently discovered.

#### 14 CURRENCIES OF BID AND PAYMENT

All prices shall be quoted by the Bidder in **Bangladeshi Taka**, unless otherwise stated. Similarly, all payments will be made in Bangladeshi Taka.

#### 15 BID VALIDITY

- 15.1 Bids shall remain valid for a period of 1 year after the date of the bid submission deadline as prescribed by Norwegian Refugee Council. A bid valid for a shorter period shall be rejected as non-compliant.
- 15.2 In exceptional circumstances, prior to the expiration of the bid validity period, the Norwegian Refugee Council may request Bidders in writing to extend the period of validity of their bids. A Bidder must confirm in writing his acceptance of the extension. In case of extension, modification of the bid is not permitted.

#### 16 ALTERNATIVE BIDS

Bidders shall submit offers that comply with the requirements of the bidding documents, including the basic technical design as indicated in the drawings and specifications. Alternative bids shall not be considered unless otherwise indicated in Section 2 – the Bid Data Sheet.

#### 17 FORMAT AND SIGNING OF BID

The Bidder shall prepare one set of bid documents that should include all LOTS that he wishes to bid for. The bidder should hold a copy of the documents with himself, for reference purposes.

#### 18 SEALING AND MARKING OF THE BID

- 18.1 The Bidder shall sign and stamp each page of their bid
- 18.2 Bids should be submitted by e-mail indicating the ITB reference No. NRC\_ITB\_CXB\_001 in the subject line of the email

#### 19 DEADLINE FOR SUBMISSION OF BIDS

Bids must be received by the Norwegian Refugee Council at the address given and no later than the date and time indicated in Section 2 - the Bid Data Sheet.

#### 20 LATE BIDS

The Norwegian Refugee Council shall not consider any bid that arrives after the deadline for submission as stipulated in Section 2 – the Bid Data Sheet. Any bid received by the Norwegian Refugee Council after the deadline for submission of bids shall be declared late and rejected.

#### 21 WITHDRAWAL AND REPLACEMENT OF BIDS

- 21.1 A Bidder may withdraw or replace its bid after it has been submitted at any time before the deadline for submission of bids by sending a written notice, signed by an authorized representative. Any corresponding replacement of the bid must accompany the respective written notice. All notices must be:
  - (a) submitted as with Clauses 20 and 21, and in addition, the e-mail subject shall clearly state "WITHDRAWAL" or "REPLACEMENT" and
  - (b) received by the Norwegian Refugee Council prior to the deadline for submission of bids, in accordance with Section 2 the Bid Data Sheet
- 21.2 After the opening of bids, modifications to bids must be documented and any discussions reported in writing. A bid may be withdrawn at any stage, with written notice.

### 22 CONFIDENTIALITY

- 22.1 Information relating to the examination, evaluation, comparison, and post-qualification of bids, and recommendation of contract award, shall not be disclosed to bidders or any other persons not officially concerned with such process until information detailing the best evaluated Bidder is communicated to all Bidders.
- 22.2 Any effort by a Bidder to influence the Norwegian Refugee Council in the examination, evaluation, comparison, and post-qualification of the bids or contract award decisions may result in the rejection of its bid.
- 22.3 From the time of bid opening to the time of Contract award, if any Bidder wishes to contact the Norwegian Refugee Council on any matter related to the bidding process, it should do so in writing.

#### 23 CLARIFICATION OF BIDS

Norwegian Refugee Council may, at its discretion, ask any Bidder for a clarification of its Bid. The Norwegian Refugee Council's request for clarification and the response shall be in writing. Any clarification submitted by a Bidder that is not in response to a request by the Norwegian Refugee Council shall not be considered. All requests for clarifications shall be copied to all bidders for information purposes. No change in the price or substance of the bid shall be permitted, except to confirm the correction of errors.

#### 24 BIDS VALIDATION

- 24.1 The Norwegian Refugee Council's determination of a Bid's validity is to be based on the contents of the bid itself, which cannot be corrected if determined to be invalid
- 24.2 A valid bid is one that complies with all the terms, conditions, and specifications of the Bidding Document, without deviation or omission, which affects, or could affect;
  - i. the scope, quality, or performance of the Works specified in the Contract; or
  - ii. limits in any substantial way, the Norwegian Refugee Council's rights or the Bidder's obligations under the Contract

# 25 EVALUATION OF BID

- 25.1 The Norwegian Refugee Council shall examine the legal documentation and other information submitted by Bidders to verify eligibility, and then will review and score bids according to the following criteria;
  - a) Quality of the product according required specifications. NRC evaluates samples from shortlisted suppliers for testing
  - b) Price in comparison to NRC established rate
  - c) Overall timeframe for the delivery of the requested goods
  - d) Relevant experiences related to the service required under this contract
  - e) Financial capacity of the company
  - f) Thoroughness of quotation preparation
  - g) Quality, reputation and performance of supplier
  - h) Adherence to Ethic, environmental, anti-corruption NRC policies
- 25.2 NRC reserves the right to make an award based solely on the quotations received, to modify the requirements prior to awarding, or to negotiate further with one or more suppliers. NRC reserves the right to award a contract to the supplier who, in their sole opinion, provides the best combination of cost and quality benefits.
- 25.3 Anti-money laundering, anti-bribery, anti-corruption and anti-terrorism legislation applicable in some jurisdictions may require NRC to verify the identity of the bidder prior to financial transactions. NRC reserves the right to use online screening tools to check the bidder's record with regards to their possible involvement in illegal or unethical practices.
- 25.4 The Norwegian Refugee Council reserves the right to reject all bids, and re-tender if no satisfactory bids are submitted

### 26 AWARD PROCEDURE

- 26.1 The Norwegian Refugee Council shall award the Contract in writing, with an award letter, to the Bidder whose offer has been determined to be the best, before the end of the bid validity period
- 26.2 Any bidder who has not been awarded a contract, will be notified in writing
- 26.3 Until a formal contract is prepared and executed, the Award Letter shall constitute a binding agreement between the bidder and NRC.
- 26.4 The Award Letter will state the sum that the Norwegian Refugee Council will pay the Contractor in consideration of the Works as prescribed in the Contract, and in accordance with the Bid.
- 26.5 The Bidder is thereafter required to submit a Letter of Acceptance, confirming their wish to proceed with a contract.

### 27 SIGNING OF CONTRACT

- 27.1 Upon receipt of the Letter of Acceptance, the Norwegian Refugee Council shall call the successful Bidder to sign the Contract.
- 27.2 Within an agreed timeframe, the successful Bidder shall sign, date, and return the Contract to the Norwegian Refugee Council.

# **SECTION 4**

# **TECHNICAL DESCRIPTION OF THE GOODS**

#### **DESCRIPTION OF THE CONTRACT**

NRC intend to contract reputable suppliers for 1-year, fixed price framework agreements with one or more selected suppliers. Suppliers should therefore use ANNEX A to provide the unit cost for each item listed below. NRC will then issue separate purchase orders against the contract that is signed with the selected supplier(s). Each purchase order will specify the exact quantity required. NRC may order as much or as few of each item as they require over the course of the contract. Regular purchase orders will be issued on an 'as needed basis, with the quantity on each order varying.

This tender procedure is divided into lots. Bidders can submit an offer for one, several or all lots. Offers must clearly show what lots are included. NRC may award all LOTS to a single bidder or award each LOT to a different bidder. This decision will be made by a procurement committee based on a technical and financial evaluation of all bids received. Bids submitted must therefore be valid even if your company is selected for just 1 of the LOTS you have made an offer.

#### **RESPONSIBILITIES**

The selected supplier will be responsible for the cost and risks for:

- Provision of goods in-line with the technical specifications agreed
- Loss and damage while loading and unloading
- Loss and damage while transporting the items to the exact required location

NRC will be responsible for:

- Issuing separate Purchase Orders against the agreement
- Monitoring the performance and quality of all aspects of the supply under this contract
- Making payments to the Contractor on satisfactory completion of all required items

#### DELIVERY

All deliveries under this contract will be to the vicinity of Japanese Clinic, on Army Road in Cox Bazaar District, Kutupalong-Balukhali Mega Camp near to Camp 18

The products will be purchased according to INCOTERM 2010: Delivered Duty Paid (DDP)

#### **OTHER RELEVANT INFORMATION**

#### Specifications:

Your quotation should clearly indicate the following:

- 1 Detailed specifications (if different from stipulated specifications). Please use ANNEX A: Technical Specifications & Pricing Proposal Template to provide full specifications if different to those requested
- 2 Where applicable, brand or model proposed.

#### Samples/ Inspection:

As part of this tender process, please be advised that NRC will request samples from shortlisted suppliers and may conduct visits to the suppliers' offices/ plants/ warehouses/ stores etc. to verify any of the information provided in your bid. NRC may request documentary evidence of previous experience cited in your proposal.

#### Additional Information:

Should you require any further information or clarification on the tender requirements, please contact NRC's Procurement Unit in writing via the e-mail account <u>bd.tenders@nrc.no</u>



# SECTION 5: BIDDING FORM

#### Please provide information against each requirement.

Additional rows can be inserted for all questions as necessary. If there is insufficient space to complete your answer in the space provided, please include on a separate attachment with a reference to the question.

#### 1. Bidder's general business details

#### a) General information

Company name:	
Any other trading names of company:	
Registered name of company (if different):	
Nature of primary business/trade:	
Registered Address:	
Primary contact name:	
Job title:	
Phone:	
Email:	
Business licence number:	
* include a copy of your business license in your bid	
Country of registration:	
Registration date:	
Expiry date:	
Legal status of company (eg. partnership,	
private limited company, etc.):	

#### a) Office Locations

Please fill in the below table with the locations of each of your offices:

District	Address

## b) Owners/Managers

Please fill in the below table with the full names and the year of birth of the company's owner(s) and manager(s)\*:

Full name	Year of birth	Address



\* Please note this information is necessary in order to conduct the vetting procedure referred to in clause 25 of the Invitation to Bid-General Terms and Conditions.

### c) Employees

Please list the employees who would be involved with NRC in the event of contract award. Please include the CVs of the key personnel that would be involved in any contract with NRC – including engineers:

Employee name	Job title	Role on NRC project	Phone	Email
1.				
2.				
3.				

#### d) Company bank account details:

Beneficiary name:	
Beneficiary account no.:	
Beneficiary Bank:	
Bank branch:	
SWIFT:	
IBAN:	
Bank address:	

#### 2. Financial Capacity

Please provide details of your companies turnover on official tax returns in the last 3 years. Please attach evidence of your turnover in the form of tax returns or annual summary bank statements

YEAR	TURNOVER (BDT)
2017	
2016	
2015	

#### 3. <u>References</u>

Please provide details of at least 3 client references whom NRC may contact, preferably from NGOs and UN agencies, for similar related works:

Client/company	Contact person	Phone	Email	Contract details (works,
name				location, size, value, etc)
1.				
2.				
3.				

## 4. Bid Validity

NRC are seeking suppliers who are interested in entering into a fixed price Framework Agreement (Framework Contract) that would allow fixed prices and fluctuating order frequency during the course of the contract. In the event of contract award, please confirm you are willing to enter into a one-year fixed price agreement with NRC.

- Yes
- No

#### 5. Samples

If shortlisted for award of this contract, do you agree to send one reference sample of each item, at no cost to NRC, to their office or warehouse located in the vicinity of the Japanese Clinic, on Army Road in Cox Bazaar District, Kutupalong-Balukhali Mega Camp near to Camp 18?

Note that this would only be requested if you are shortlisted for this contract.

- Yes
- 🛛 No

## 6. Confirmation of Bidder's compliance

We, the Bidder, hereby certify that our tender is a genuine offer and intended to be competitive and we confirm we are eligible to participate in public procurement and meet the eligibility criteria specified in the Invitation to Bid. We confirm that the prices quoted are fixed and firm for the duration of the validity period and will not be subject to revision or variation.

The following documents are included in our **Bid**: (please indicate which documents are included by ticking the boxes below).

Documents	Included
Section 5: Bidding form; completed, signed and stamped	
CVs of Key Personnel – including engineer	
Copies of Bank Statements or Annual Tax Returns	
Section 6: Pricing Proposal; completed, signed and stamped	
ANNEX A: Technical Specifications & Pricing Proposal Template; completed	
Section 7: Delivery Time; completed, signed and stamped	
Section 8: Company Profile and Previous Experience; completed, signed and stamped	
Section 9: Supplier's ethical standards declaration; completed, signed and stamped	
Copy of valid business licence	

We understand that NRC is not bound to accept the lowest, or indeed any bid, received. We agree that NRC may verify the information provided in this form itself or through a third party as it may deem necessary.

#### We confirm that NRC may in its consideration of our offer, and subsequently, rely on the statements made herein.

Name of Signatory:	Tel N°:
Title of Signatory:	Name of Company:
Signature & stamp:	Date of Signing:
	Address:



# SECTION 6: PRICING PROPOSAL

Bidders must complete their pricing proposal in ANNEX A: Technical Specifications & Pricing Proposal Template and include this in their bid submission. Detailed specifications (if different from the stipulated specifications) must be included in this ANNEX.

#### We have completed and attached ANNAX A to our proposal and understand that NRC are not bound to accept the lowest or any bid received.

Name of Signatory:	Tel N°:
Title of Signatory:	Name of Company:
Signature & stamp:	Date of Signing:
	Address:



# SECTION 7:

# **DELIVERY TIME**

Please provide expected delivery time for the below goods. We have requested a sample delivery time from each LOT. If you are not bidding for the LOT then leave that space blank and include your delivery time only for those LOTS you are making an offer for. Delivery for all is to Japanese Clinic, on Army Road in Cox Bazaar District, Kutupalong-Balukhali Mega Camp near to Camp 18.

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Item Name	Item Specification	Quantity	Unit	Delivery Time
Cement bag	Pozzolanic Portland Cement (PPC), 50 kg bag. CEM II - to BDS EN 197-1:2003 - Bags supplied must be within 4 weeks of manufacture date when delivered, and have a minimum of 4 months left on the expiry date when delivered. - bags not to be stored or transported and stacked higher than 6 bags - bags to be dry stored, transported and protected against humidity at all times. Packed in moisture resistant polypropelyene lined paper bags.	200	nr.	

#### LOT 2:

Item Name	Item Specification	Quantity	Unit	Delivery Time
Bamboo (Borak) - 20ft	Large Bamboo (Known as Borak or Baijja) Size: Minimum length 20feet, Top of bamboo to be minimum 60mm diameter, bottom end to be minimum 90mm in diameter. The thickness of the bamboo wall to be minimum of 20mm (at the bottom end). Other requirements: Yellow in Colour, not Green.Not raw and not fully ripe/dry. No insect defects or fungal growth to be present. Bamboo suitable for structural uses, such as main columns and roof truss beams.	5000	nr.	

#### LOT 3:

Coarse Sand	<ul> <li>"non-saline clean natural sand. Specific gravity of not less than 2.6. It shall be angualr angular (gritty to touch), hard and durable, free from clay, mica and soft flaky pieces. All sands must be well washed and clean before use.</li> <li>90% of particles of size greater than 0.6mm and less than 2mm.</li> <li>Impurities:</li> <li>Sand shall be clean and free from injurious amount of organic impurities. Deleterious</li> </ul>	500	cft	
	substances shall not exceed the following percentage by weight. Material passing No. 200 sieve: 2.0			

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Shale, coat, soft or flaky fragments: 1.0
Sulphur compounds: 0.3
Clay Lumps (wet, on No. 4 sieve): 0.00
Fine aggregate subject to five cycles of the soundness test, specified in ASTM C88 shall not
show a loss exceeding 10 mass percent when magnesium sulphate solution is used except
where otherwise
approved.
Grading
Sand shall be well graded from coarse to fine within the limits given below or shall conform
to the
specified Fineness Modulus.
Sieve No. % Passing by Weight
9.5mm 100
4 95-100
16 45-80
50 10-30
100 2-10"

### LOT 4:

Item Name	Item Specification		Unit	Delivery Time
Endrig Saw	Hand SAW all- purpose, total length 750mm, for wood, teeth from tempered and hardened steel. Unbreakable handle. saw blade covered in protective cardboard sheath nr.	100	nr.	

#### LOT 5:

Item Name	Item Specification	Quantity	Unit	Delivery Time
Precast ''Small O Ring''	"150mm height - 750mm internal dia, 60mm thick reinforced concrete with steel wire mesh (50mm x 50mm) ratio 1:2:4 (Portland Composite Cement: Coarse Aggregate: Sand). Concrete shall be manufactured using Portland Composite Cement, non-saline clean sand and coarse aggregate. With materials to the specification in this table. Cement of different manufacturers and with different brands or types shall be kept seperately and shall not be used in the same mix. Only one brand, grade of kind of cement shall be used in given pre- cast unit. Coarse aggregate shall conform to the requirements of ASTM C33. Fine aggregates shall be non-saline clean natural sand and have a specific gravity not less than 2.6, and conform to the requirements of ASTM C-33 or BDS 243. Water used in the concrete shall be	100	nr.	



clean, free from injurious quantities of oil, alkali, salts and organic materials or other		
substances that may be deleterious to concrete or reinforcement and shall not contain any		
visibly solid material. Water whose concentration of chloride ions is in excess of 3,000 ppm		
(parts per million) shall not be used.		

## LOT 6:

Item Name	Item Specification	Quantity	Unit	Delivery Time (including installation)
Stand-Alone Solar Street Light	Contractor to supply, install, and test solar street lighting. The Contractor must be qualified and must have all the necessary licences and permits in order to legally operate in Bangladesh. The Contractor will perform all work necessary in order to install the solar lighting. The installation of the light poles will require a reinforced concrete foundation, and the foundation structural design can be based upon the following: 6m height of street light column 0.63m2 photovoltaic panel surface installed at the top. Battery with steel box containing batter installed 1m from top. Wind Speed 160km/hour Weight of the panel and battery = 40kg Very low soil stress (floats) have been taken also into account too. Other requirements: Column to be mild steel 127mm in diameter, 20foot in length, minimum thickness of hollow section mild steel to be 6.4mm All steel to be painted in two coats of white paint, and one coat of primer. Street light to include sensor so it operates automatically at night. Minimum 0.63m2 photovoltaic panel surface to be included. Street light to be operational for a minimum of 6 hours at night. Battery and Solar PV Module to be used to be easily sourced in Bangladesh. Tenderer to advise brand and type in tender. Contractor to guarantee function of all items for period of 6 months, and include in tendered price service of items at 6 months, and replacement of any batteries that do not perform to the specification.	10	nr.	



# SECTION 8 COMPANY PROFILE AND PREVIOUS EXPERIENCE

The Bidder is requested to:

- 1. Submit the Company Profile
- 2. Complete the following **Previous Experience Table** listing the contracts undertaken in the past 3 years for supply of similar commodities as required under this contract
- 3. Submit evidences of previous experience in form of Contracts, Completion Certificates, etc.

#	Name of Project	Materials Supplied	Contracting Authority & Place	Total value of the performed contract (BDT)	Delivery location of the contract	Starting date	Ending date
1							
2							
3							
4							
5							

**NOTE**: The list shouldn't be limited to this Form in regards to the number of works reported. A comprehensive list of the last 3 years' experience has to be submitted adapting the Form to the necessary rows.

NRC may conduct reference checks for previous contracts completed



# **SECTION 9**

# SUPPLIER'S ETHICAL STANDARDS DECLARATION

NRC as a humanitarian organisation expects its suppliers and contractors to have high ethical standards. Any organization supplying goods to NRC valued at over 10,000 USD (or equivalent) in one year must sign this declaration. This declaration will be kept on file for a period of 10 years and should be updated every year or more often as appropriate.

NRC staff may perform spot checks to verify that these standards are adhered to. Should NRC deem that the supplier fails to meet, or is not taking appropriate steps to meet, these standards, any and all contracts and agreements with NRC may be terminated.

Anyone doing business with Norwegian Refugee Council shall as a minimum;

- 1. Comply with all laws and regulations in effect in the country or countries of business;
- 2. Meet the ethical standards as listed below; or
- 3. Positively agree to the standards and be willing to implement changes in their organisation.

#### 1. Anti-corruption and suppliers compliance with laws and regulations:

- 1.1. The supplier confirms that it is not involved in any form of corruption.
- 1.2. Where any potential conflict of interest exists between the supplier or any of the suppliers staff members with any NRC staff member, the supplier shall notify NRC in writing of the potential conflict. NRC shall then determine whether action is required. A conflict of interest can be due to a relationship with a staff member such as close family etc.
- 1.3. The supplier will immediately notify senior NRC management if exposed for alleged corruption by representatives of NRC.
- 1.4. The supplier shall be registered with the relevant government authority with regard to taxation.
- 1.5. The supplier shall pay taxes according to all applicable national laws and regulations.
- 1.6. The supplier warrants that it is not involved in the production or sale of any weapons including anti-personnel mines.

#### 2. Conditions related to the employees:

- 2.1. No workers in our company will be forced, bonded or involuntary prison workers.
- 2.2. Workers shall not be required to lodge "deposits" or identity papers with their employer and shall be free to leave their employer after reasonable notice.
- 2.3. Workers, without distinction, shall have the right to join or form trade unions of their own choosing and to bargain collectively.
- 2.4. Persons under the age of 18 shall not be engaged in work which is hazardous to their health or safety, including night work.
- 2.5. Employers of persons under the age of 18 must ensure that the working hours and nature of the work does not interfere with the child's opportunity to complete his/ her education.
- 2.6. There shall be no discrimination at the work place based on ethnic background, religion, age, disability, gender, marital status, sexual orientation, union membership or political affiliation.
- 2.7. Measures shall be established to protect workers from sexually intrusive, threatening, insulting or exploitative behaviour, and from discrimination or termination of employment on unjustifiable grounds, e.g. marriage, pregnancy, parenthood or HIV status.
- 2.8. Physical abuse or punishment, or threats of physical abuse, sexual or other harassment and verbal abuse, as well as other forms of intimidation, shall be prohibited.
- 2.9. Steps shall be taken to prevent accidents and injury to health arising out of, associated with, or occurring in, the course of work, by minimizing, so far as is reasonably practicable, the causes of hazards inherent in the working environment.
- 2.10. Wages and benefits paid for a standard working week shall meet, at a minimum, national legal standards or industry benchmark standards, whichever is higher. Wages should always be enough to meet basic needs.
- 2.11. Working hours shall comply with national laws and benchmark industry standards, whichever affords greater protection. It is recommended that working hours do not exceed 48 hours per week (8 hours per day).
- 2.12. Workers shall be provided with at least one day off for every 7 day period.

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- 2.13. All workers are entitled to a contract of employment that shall be written in a language they understand.
- 2.14. Workers shall receive regular and documented health and safety training, and such training shall be repeated for new workers.
- 2.15. Access to clean toilet facilities and to potable water, and, if appropriate, sanitary facilities for food storage shall be provided.
- 2.16. Accommodation, where provided, shall be clean, safe and adequately ventilated, and shall have access to clean toilet facilities and potable water.
- 2.17. No Deductions from wages shall be made as a disciplinary measure.

#### 3. Environmental conditions:

- 3.1. Production and extraction of raw materials for production shall not contribute to the destruction of the resources and income base for marginalized populations, such as in claiming large land areas or other natural resources on which these populations are dependent.
- 3.2. Environmental measures shall be taken into consideration throughout the production and distribution chain ranging from the production of raw material to the consumer sale. Local, regional and global environmental aspects shall be considered. The local environment at the production site shall not be exploited or degraded by pollution.
- 3.3. National and international environmental legislation and regulations shall be respected.
- 3.4. Hazardous chemicals and other substances shall be carefully managed in accordance with documented safety procedures.

We, the undersigned verify that we are in compliance with all applicable laws and regulations and meet the ethical standards as listed above, or positively agree to these ethical standards and are willing to implement necessary changes in the organisation.

DATE:	
NAME OF SUPPLIER/COMPANY: -	
NAME OF REPRESENTATIVE:	
SIGNATURE:	
COMPANY STAMP:	