

Bangladesh Delegation,
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Ref. No.: ~~CXB-XXXX-XX-RFQ~~

Date: 15.07.2019

To

XXXXXXXX

Attn.: XXXXXXX

Subject: Purchases Order for the XXXXXXX

Dear Sir,

Kindly refer to your submitted quotation dated 18.06.2019 regarding the supply of XXXXXXX (*content as specified in clause 1. and in attached BOQ*), delivery to the area of Ukhia, Cox's Bazar (*details as specified in clause 2.*). The International Federation of Red Cross and Red Crescent Societies (IFRC) German Red Cross (GRC), Bangladesh Country Office is pleased to place the order for supply of XXXXXXX, according details given as follows:

1. Name of Items, Specifications, Quantity, Unit Price & Total Price:

SL	Items	Specification of supplies	Qty	Unit Price	Total (BDT)
01	Bamboo, Borak	BB-Treated, pcs/set	000	000.00	000.00
02	Steel Footing	With 2 coats red oxide, pcs/set	000	000.00	000.00
03	Rope, Polypropylene	Kg/set, 6mm	000	000.00	000.00
		<i>Set price, including transportation</i>			000.00
		Total quantity of sets	000	000.00	000.00

In Words: BDT only.

The above stated price for xxxxxx Sets inclusive of all costs – mobilizing, materials, wages, loading, transportation to the destination, unloading, taxes, etc.

2. Delivery Locations and Delivery Period:

SL	Delivery Location	Delivery Period
1	Ukhia, Cox's Bazar,	All goods have to be delivered completely within one week as per delivery and distribution plan. Finalizing of delivery latest 30 days after signing this work order, on August 16 2019.

(Exact location and detailed delivery plan will be provided by GRC in time.)

The supplier shall be responsible for delivery of the items as mentioned before and all costs arising from loading, delivering, unloading of the goods up to the destination.

Any possible delay has to be announced immediately by phone in advance and additional documented by email.

3. Specifications:

Detailed specifications of goods are given in Clause 1, in the tender notice and in the BOQ (*refer to attachments*). All the technical specifications and instructions must be adhered to. All goods must meet the required specifications as mentioned in Clause 1, in the tender notice and according the approved product samples. All goods must fit intended use.

4. Delivery period:

The delivery of all goods must be completed according Clause 2. It will be required to deliver the materials directly to the delivery point in Ukhia close to Camp 11, one to two (1-2) days prior planned distribution. The remaining goods will have to be delivered to the warehouse in Ukhia, one to two (1-2) days prior planned distribution. (*Detailed distribution plan and addresses of delivery destination will be provided by GRC in time.*)

5. Documents:

Supplier should provide **(a)** two copies of original commercial invoice, **(b)** three copies of packing list, **(c)** three copies of receipted delivery challan. One set of documents mentioned under (b) and (c) have to accompany the consignment, one set for the buyer and one set for the consignee at least 1 day before the delivery of goods. Consignee will provide Goods Receipt Note (GRN).

6. Packaging and Marking:

Suitable packing of the goods is required. Marking (any logo etc.) does not apply. The supplier will be responsible to ensure the suitable packing of all goods which should be safe for transportation, loading/unloading including rough handling to deliver as per before-mentioned delivery location (refer to Clause 2). It is strictly prohibited to employ minors for any kind of work in relation to this agreement (as for instance for packing, loading and unloading).

7. Language:

All documents, markings and labeling should appear in English and Bangla (where applicable).

8. Transportation:

Trucks must be technically fit, road-ready and meet the technical requirements of Bangladesh. Tires must have enough profile, brakes, light and direction indicator must be functional. Drivers must be well trained, have a valid driving license and show a defensive driving style.

Overloading of trucks is strictly prohibited. Any accident resulting from incorrect loading or incorrect driver behavior is entirely at the supplier's expense.

The driver's name and mobile phone number are to be given to IFRC/GRC prior to commencement of delivery.

9. Monitoring/Inspection:

Visual checking/inspection of quality & quantity of the goods will be carried out by IFRC/GRC and BDRCS staff. Those goods not found in accordance with the specifications will not be accepted and have to be replaced by the supplier at their own cost. The supplier will be responsible for any damage or loss before final handing over of the goods to the consignee. After the supply is completed, a GRN will be issued by the consignee, which will be necessary for release of payment.

10. Title of Goods:

Legal title and hence responsibility for the goods will not pass to IFRC/GRC until the goods are delivered and accepted after satisfactory inspection report from the IFRC and BDRCS team, as mentioned in Clause 8.

11. Invoice:

Two Copies to be sent to IFRC/GRC quoting this purchase contract number. No claims against our payment will be accepted after one month from the date of the payment.

12. Payments:

Payments will be made by IFRC/GRC in account payee cheque of "XXXXXX" after satisfactory delivery of the goods and requested documents in good order as per agreed schedule and also **after receiving the inspection report regarding the quality assurance**. No payment guarantee to the bank or the financier will be provided by IFRC.

13. Income Tax:

While making the payment the Advance Income Tax (AIT) will be deducted from the invoice as per the Regulations of the Government of Bangladesh.

14. Penalty Clause:

Should the supplier fail to deliver the work by the above date, as stipulated in clause number 4 (Delivery), a penalty of 0.2% per day up to 6% of the contract value per day will be deducted from the bill for a maximum period of 30 calendar days. If the supplier failed to complete the work after 30 calendar days of the delayed delivery period, the contract will be void and null.

15. Terms & Conditions:

The terms of RFQ and the IFRC/GRC general Terms and Conditions of Purchase form part of this contract.

16. Conflict of Interest:

Subsequent to the signing of this contract should any supplier be discovered to have any connection whatsoever to the IFRC/GRC this contract shall immediately become null and void. All costs in relation to cancellation of the contract shall be borne by the supplier and in addition, the supplier shall forfeit his/her earnest money and security money.

17. Force Majeure:

Should any extraordinary and unforeseen circumstances arise, such as fire, riot, civil commotion, epidemic, plague, flood, accident, shutdown (hartal) and/or war preventing either contracting party from fully or partially carrying out its obligations under the contract, the party so prevented shall inform the other party in writing of the causes of such failure within three days from the beginning thereof and shall not be liable for performance of the contract wholly or partially to the extent of non-performance, as the case may be. The independent authorities concerned shall authenticate prevalence of such circumstances.

18. Disputes:

All differences concerning the interpretation of the present contract shall be solved and settled in a friendly way through mutual understanding. Should the issue not be resolved within 90 days, the IFRC/GRC dispute provision in Article 12 of the Federation's Terms and General Conditions on Purchasing shall apply.

19. Effective Date:

This purchase order comes into force on date of signature by both parties of this agreement.

20. Buyers terms:

Except where expressly varied in this contract, buyer's terms and conditions apply.

Approved by:

Mr. xxxxxxxx

xxxxxx, Cox's Bazar

German Red Cross, Bangladesh

Agreed and acknowledged to above terms and conditions:

For xxxxx**Xxxxxxxxxx**

Proprietor,

xxxxxxx,

Phone:

Date: