



Bangladesh Delegation,
684-686, Red Crescent Sarak, Bara Moghbazar, Dhaka-1217, Bangladesh
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Ref. No.: **CXB-XXXXXXXX**

Date: XXXXXXXX

To
XXXXXXXXXX
XXXXXXXXXX

Attn.: XXXXXXXX

Subject: Work Order for the construction of XXXXXXXXXXXXXXXXXXXX Cox's Bazar.

Dear Sir,

Kindly refer to your submitted quotation dated XXXXXXXXXXXX regarding the construction of XXXXXXXX (as per attached BoQ and Design) in XXXXXXXX, Cox's Bazar. 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 construction of Twin Pit Latrines, details given as follows:

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

SL	Items	Specification with units	Quantity	Unit Price	Total (BDT)
01	Twin Pit Latrines	Twin Pit latrines without soak (As per attached Design and BoQ)	30		
02	Twin Pit Latrines	Twin Pit latrines with soak (As per attached Design and BoQ)	10		
<i>In Word: Two million five hundred sixty three thousand fifty BDT only.</i>					2,563,050.00

Price is inclusive of all costs – mobilizing, materials, wages, transportation, loading, unloading, taxes and construction, etc. for delivery to the destination.

Quantity can be altered in between SL #1 and #2 based on instruction of engineer in charge.

2. Delivery Locations and Delivery Period:

Construction work have to be delivered to the location mentioned below:

No.	Delivery Locations	Delivery Period
1	The work is to be delivered in- Baharchara union, wards 7- (Marishbonia), 8 (Kochchopia), 9- (Noakhali Para).	- 30 (Thirty) days after handing over site location.

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

- 3. Specifications:** The detailed specifications are given above in Clause 1 in the tender notice all in the BoQ. All the specifications and instructions must be adhered to. The construction work must meet the specifications mentioned in Clause 1 and should be appropriate.
- 4. Delivery period:** The delivery of the work must be completed according Clause 2.
- 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. Monitoring/Inspection:** The construction of Twin Pit Latrines must meet with the required specifications mentioned in Clause 1 and in the tender notice. Visual checking/inspection of quality & quantity will be carried out by IFRC/GRC and BDRCS staff. The construction of Twin Pit Latrines not found in accordance with the specifications will not be accepted and has 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 Latrines construction. After the construction is completed, a GRN will be issued by the consignee, which will be necessary for release of payment.
- 7. Title of Goods:** Legal title and hence responsibility for the construction of Twin Pit Latrines will not pass to IFRC/GRC until the construction of Twin Pit Latrines are delivered and accepted after satisfactory inspection report from the IFRC and BDRCS team.
- 8. 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.
- 9. Payments:** Payment will be done in installments - 50% payment after completing of 50% of the construction works. Payments will be made by IFRC/GRC in account payee cheque after satisfactory delivery of the construction on the account: **XXXXXXXXXX** after 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.
- 10. 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.
- 11. Penalty Clause:** Construction work after the agreed delivery schedule will be subject to deduction of damages from the invoice @ 0.5% per day up to maximum 5% of the total order value for a maximum period of 10 days. If the supplier failed to deliver the construction after 10 days of the delayed delivery period, the contract will be void and null, and the Performance Guaranty will be forfeited besides other action for non-performance of the contract.
- 12. Terms & Conditions:** The terms of RFQ and the IFRC/GRC general Terms and Conditions of Purchase form part of this contract.
- 13. 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.
- 14. 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 immediately per phone call and for longer duration 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.

15. 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.

16. Effective Date: This Work Order comes into force on date of signature by both parties of this agreement.

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

Approved by:

Sanjay Mukherjee

Program Coordinator, Cox's Bazar
German Red Cross, Bangladesh

Agreed and acknowledged to above terms and conditions:

XXXXXXXX

Address:

Date: