



Bangladesh Delegation,  
684-686, Red Crescent Sarak, Bara Moghbazar, Dhaka-1217, Bangladesh  
Office: +88 02 9337314, 9334633, Fax: +88 02 9341631, http://www.ifrc.org

Ref. No.: CXB-XXXXXX RFQ XXXXXXXXXXXXXXXXX

Date: XXXXXXXXX

To,  
XXXXXXXXXXXX  
XXXXXXXXXXXX

Attn.: XXXXXXXXX

**Subject:** Work Order for XXXXXXXXXXXXXXXXX

Dear Sir,

Kindly refer to your submitted quotation dated XXXXXXXXX regarding the XXXXXXXXX at German Red Cross, 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 an order according of our instructions for submissions of quote. Details given as below:

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

SL	Items	Specification with units	Quantity	Unit	Total (BDT)
01	XXXXXXXXXX	As per attached BoQ	XXXXXX	XXXXXXXX	XXXXXXXX
<i>In Word: XXXXXXXXXXXXXXXXX.</i>					XXXXXXXX

*Price is inclusive of all costs such as mobilizing, materials, loading, delivery, unloading, wages, taxes, etc.*

**2. Delivery Locations and Delivery Schedule:**

Goods have to be delivered to the location mentioned below:

No.	Delivery Locations	Delivery Period
1	XXXXXXXXXXXX	The XXXXXXXXXXXXX Well will be done within XXXXXXXXX after issuing the work order. (Delivery date and time and address of constructions place will be provided in time).

The supplier shall be responsible for delivery of goods and services as mentioned above.

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

**3. Specifications:** The detailed specifications are given in Clause 1 in the tender notice and in the BoQ. Detailed descriptions of the scope of work are listed in the Technical Annex, which is an essential part of the contract. All the specifications and instructions must be adhered to. The goods and

services must meet the specifications mentioned in Clause 1 and should be fit for human consumption and intended use.

- 4. Delivery period:** The works 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 supplies must meet 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. Supplies 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 supplies to the consignee. After the supply 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 supplies will not pass to IFRC/GRC until the supplies 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:** **GRC will retain 10%** of the total costs for a **defect liability period** totaling **3 months** as a warranty deposit. The contractor is expected to rectify possible defects during this period without any cost implication for GRC. GRC will release the sum after the defect liability period has expired without malfunctions of the completed works. Payments will be made by IFRC/GRC in account payee cheque after satisfactory delivery of the supplies 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.
- 10. Income Tax:** While making the payment the Advance Income Tax (AIT) will be deducted from the invoice as per the TDS Regulations of the Government of Bangladesh (Tax deduction on source).
- 11. Terms & Conditions:** The terms of RFQ and the IFRC/GRC general Terms and Conditions of Purchase form part of this contract.
- 12. 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.
- 13. 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.

**14. Penalty Clause:** Finishing the works and services 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 works and services 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.

**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 purchase 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:**

\_\_\_\_\_  
XXXXXXXXXX  
Senior Representative/Program Coordinator  
German Red Cross, Bangladesh

**Agreed and acknowledged to above terms and conditions:**

\_\_\_\_\_  
XXXXXXXXXX  
XXXXXXXXXX  
Date: