

**Bill of Quantity (BoQ) for
Big shelter Kits
German Red Cross**



Content of Big Shelter Kit

Sl. No.	Item description	Specifications	QTY	Unit	Unit price (BDT)	Total Price (BDT)
1	Borak Bamboo (Treated)	At least 20 ft long bottom part of mature big bamboo (Borak and Baijja bansh). At least 3" dia bottom diameter. Bottom wall thickness at least 3/4". Max. 6" bend across a pole, and minimal zigzag along the length of the pole. Cut in the dry season and has been treated. No insect damage. No cracks, no split.	106	pc		
2	Medium Bamboo (Untreated)	At least 20 ft long, mature bamboo (Small Borak, Mita, Large Muli). Cut in dry season. Untreated. No insect damage. No cracks, no split.	989	pc		
3	Small Bamboo (Untreated)	Specification: At least 14 ft long, mature bamboo (Muli bansh). Cut in dry season. Untreated. No insect damage. No cracks, no split.	5081	pc		
4	Timber Section	2"X3" rectangular section, 12 ft long. Matured and seasoned wood. Finished. Locally available (Akashmoni). No insect damage. No cracks, no split.	111	pc		
5	Timber Section	2"X2" rectangular section, 12 ft long. Matured and seasoned wood. Finished. Locally available (Akashmoni). No insect damage. No cracks, no split.	20	pc		
6	Timber Section	2.5"X1.25" rectangular section, 12 ft long. Matured and seasoned wood. Finished. Locally available (Akashmoni). No insect damage. No cracks, no split.	193	pc		
7	RCC Pillars	1:2:4 reinforced concrete post 5'x5" square section. 10 ft long. 4x10mm dia Re-bar and stirrup with 6mm dia Re-bar every 8" c/c. 3/4" covering. Including 1/2" dia cast in steel bar. Well vibrated, good quality mixture and properly cured. With footing (T-section footing for strengthening purposes), 1/2" holes at the bottom, center and top (for attaching bamboo and bracing).	515	pc		
8	CGI Sheet	0.36 mm thick Corrugated Galvanized Iron (CGI) sheet. Color: Green. Width: Min 2'-6", Length: 6 ft, 70 – 72 rft length per bundle. Bangladesh made. Locally available	64	Bundle		
9	CGI Sheet	0.36 mm thick Corrugated Galvanized Iron (CGI) sheet. Color: Green. Width: Min 2'-6", Length: 7 ft, 70 – 72 rft length per bundle. Bangladesh made. Locally available	37	Bundle		
10	CGI Sheet	0.36 mm thick Corrugated Galvanized Iron (CGI) sheet. Color: Green. Width: Min 2'-6", Length: 8 ft, 70 – 72 rft length per bundle. Bangladesh made. Locally available	44.5	Bundle		
11	CGI Sheet	0.36 mm thick Corrugated Galvanized Iron (CGI) sheet. Color: Green. Width: Min 2'-6", Length: 9 ft, 70 – 72 rft length per bundle. Bangladesh made. Locally available	66	Bundle		
12	CGI Sheet	0.36 mm thick Corrugated Galvanized Iron (CGI) sheet. Color: Green. Width: Min 2'-6", Length: 10 ft, 70 – 72 rft length per bundle. Bangladesh made. Locally available	35	Bundle		
13	CGI Sheet	0.32 mm thick Corrugated Galvanized Iron (CGI) sheet. Width: Min 2'-6", Length: 6 ft, 70 – 72 rft length per bundle. Bangladesh made. Locally available	18.5	Bundle		
14	CGI Sheet	0.32 mm thick Corrugated Galvanized Iron (CGI) sheet. Width: Min 2'-6", Length: 7 ft, 70 – 72 rft length per bundle. Bangladesh made. Locally available	59.5	Bundle		
15	CGI Sheet	0.32 mm thick Corrugated Galvanized Iron (CGI) sheet. Width: Min 2'-6", Length: 8 ft, 70 – 72 rft length per bundle. Bangladesh made. Locally available	17	Bundle		
16	CGI Sheet	0.32 mm thick Corrugated Galvanized Iron (CGI) sheet. Width: Min 2'-6", Length: 9 ft, 70 – 72 rft length per bundle. Bangladesh made. Locally available	38	Bundle		
17	CGI Sheet	0.32 mm thick Corrugated Galvanized Iron (CGI) sheet. Width: Min 2'-6", Length: 10 ft, 70 – 72 rft length per bundle. Bangladesh made. Locally available	46.5	Bundle		
18	CGI Ridge	0.27 mm thick galvanized iron plain sheet ridging. Length 6ft, width 18 inch	210	pc		
19	Rope 6mm	Polypropylene or similar, diameter: 6 mm. Average 45 mt length. Preferred colour: black /blue/ dark green. Woven with 2 or 3 strands, with the possibility of being unravelled	18	kg		
20	Rope 3mm	Polypropylene or similar, diameter: 3 mm. Average 100 mt length. Preferred colour: black /blue/ dark green. Woven with 2 or 3 strands, with the possibility of being unravelled	30	kg		

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Content of Big Shelter Kit

Sl. No.	Item description	Specifications	QTY	Unit	Unit price (BDT)	Total Price (BDT)
21	Soft Rope/Plastic Tie Rope	PVC Rope: 1 bundle is approximately 60 meter long	24	Bundle		
22	GI Wire	Low carbon steel, hot dip galvanised tie wire 18 gauge (1.02 mm). 0.5kg/bundle	20.5	Bundle		
23	Wire/Timber Nails	2" long galvanised iron nails for timber-timber connection. Packed in 0.5 kg/bag	7.5	kg		
24	Wire/Timber Nails	2.5" long galvanised iron nails for timber-timber connection. Packed in 0.5 kg/bag	29	kg		
25	Wire/Timber Nails	3" long galvanised iron nails for timber-timber connection. Packed in 0.5 kg/bag	15	kg		
26	Wire/Timber Nails	4" long galvanised iron nails for timber-timber connection. Packed in 0.5 kg/bag	3	kg		
27	CGI Umbrella Nails	2" long Corrugated Galvanized Iron nails with head (toop perek) and rubber washer for CGI sheet-timber connection. Packed in 0.5 kg/bag	9	kg		
28	CGI Umbrella Nails	2.5" long Corrugated Galvanized Iron nails with head (toop perek) and rubber washer for CGI sheet-timber connection. Packed in 0.5 kg/bag	82.5	kg		
29	Angle Plate (Twisted)	7"-8" long, 1" width galvanized iron plate (Locally known as "Mochra"), twisted in the middle, 3-4 nail holes in each side of the twist for timber-timber connection. 12-14 pcs/kg. Packed in 1.0 kg/bag	42	kg		
30	Jute Bag	Jute or geo textile bags 22 in x 38 in or 100cm x 55cm (50kg bags)	8	pc		
31	Cement	Portland Composite Cement. Free of fly ash. Fulfilling standard of ASTM code C150/C150 M-18 for general use of cement. From any established brand (50kg bags)	345	Bag		
32	Delivery of goods	The materials will deliver to Holbonia, Boddail (Baharchhara Union) & Dailpara, Tulatoli, Moheshkhalipara, Gudarbil (Teknaf Sadar Union) including loading, unloading etc.	1	lump-sum		
Total price offer						
VAT (7.5%)						
Total price offer including VAT & TAX						

GRC will deduct TDS (Tax Deduction on Source) & VAT as per governmental rules (if applicable).

Validity of this quotation until 31st December 2022.

Delivery Time (All Small Shelter Kits have to be delivered at 6 locations in Baharchora union and Teknaf Sadar Union):

Date of Quotation:

Stamp and Signature of Bidder

Ref.: CXB-20220510-01 REQ - Instructions for submissions of quote

The German Red Cross (GRC) is inviting quotations for the provision of **Big shelter kits** at Teknaf, Cox's Bazar. The tenderers are requested to read carefully and ensure compliance with all instructions herein. Non-compliance with instructions in this document may disqualify the bidders from the tender exercise.

1. Procurement Procedure

- a) The procurement is handled via an **Open Procedure.**

2. Deadline of submission and period of validity:

- 1) Deadline of submission is **25.05.2022, 04:00PM. Bangladesh time**
- 2) Your quotation must state the period of validity until 31st December 2022 from the deadline for the submission.**

3. Costs and ownership of tenders

- 1) Costs incurred by the tenderers in preparing and submitting the quote requests are not reimbursable.
- 2) The GRC retains ownership of all quotes received under this request for quotation. Consequently, tenderers have no right to have their tenders returned to them.

4. Confidentiality and publication

- 1) All recipients of tender documents, whether they submit a tender or not, shall treat the details of the documents as confidential as possible.
- 2) According to German/European procurement law information about the award of contract (name of company, type of product, extent and duration of contract) might be made open to the public unless you disagree within your quotation, giving the reason of refusal.

5. Content of tenders and alternative offers

- 1) All tenders submitted must comply with the requirements in the tender dossier and comprise (**if you are unable to submit any of the following documents will automatically lead to disqualification of the bid**):
 - The quotation about quoted items, including specifications as indicated in the BoQ. The quotation has to be dated, stamped and signed.
 - **VAT registration certificats of compay (if you have).**
 - The tenderers self-declaration "**Certification - Declaration of Conformity**" to be filled out, stamped, signed and submitted together with your quote.
 - Annex "**Federation General Terms & Conditions on Purchasing**" to be stamped, signed and submitted together with your quote.
 - Proof of experience/credentials for equivalent goods.
 - **Product Sample: A product sample might be asked to provide after evaluation of the quotation.**
- 2) **Alternative offers are not permitted.**
- 3) **Only the original BoQ shall be used for quotation in its original form as provided by GRC in the tender document.**

6. Financial offer

- 1) Tenderer must quote by items and by total quantity.
- 2) In case of a calculation mistake, the quoted unit price will be the deterrent.

- 3) Any additional foreseen transport /carrying/mobilization charges have to be offered as separate position and clearly mentioned in the offer as “Additional Cost”.
- 4) Quoted price should be **inclusive of VAT & Tax**.
- 5) All prices are in Taka (BDT)

7. Submission of quote and further communication

- 1) All quotes, including annexes and supporting documents must be submitted in a sealed envelope. Please state on the envelope:

Tender Documents – Please do not open!

Ref. CXB-20220510-01REQ, Big Shelter Kits

Address: German Red Cross - Office Cox's Bazar,
Crescent Bay Resort, Flat No-501, Plot No-44, Block- A,R/A,
Light House Road, Hotel Motel Zone, Kolatoli,
Cox's Bazar-4700, Bangladesh

- 1) Tenderers must raise questions in written 3 days prior to deadline for submission of quote latest, otherwise the extension of the deadline is not feasible anymore.
- 2) GRC reserves the right to continue the further communication after submission of quotes via a combination of media (e.g. post, e-mail, phone).
- 3) With submission of your quotation you confirm above mentioned conditions.

8. Evaluation & Award of Contract

- 1) Procedure:
The decision for the award of contract will be determined via standard value method (Credit points divided by total price; ratio 50/50%). Credit points will be added up through the following criteria:
 - **Financial Offer (50%)**
 - **Technical Offer (50%)**
 - **Quality of goods (product samples),**
 - **Proof of experience/credentials in equivalent works / for equivalent services**
 - **Delivery time (lead time, time of completion of delivery)**

Score for each criterion is either 0 (unacceptable), 1 (bad), 2 (satisfactory), 3 (good), 4 (very good), 5 (excellent). In case of equal results, the offer with the higher credit point score will be awarded.

- 2) In case of competitive procedure GRC reserves the right to award a contract based on the first non-negotiated offer. GRC will not enter into any negotiation.
- 3) The GRC may – but is not obliged to – ask each tenderer individually for clarification of its quote including, samples, breakdowns of prices etc. within a reasonable time limit to be fixed by the evaluation committee. The samples will remain property of the GRC. The tenderer has to bear possible additional costs for a sample delivery abroad.
- 4) **Terms of contract**
Terms of contract- The award will lead to a Purchase Order by GRC and forms a one-time-service.

9) Terms of delivery and payment

- 1) Payments shall be made basis upon completion of works.
- 2) Payment on invoice only, following receipt of goods and documents in order.
- 3) The invoice must contain GRC order number.
- 4) Transport charges have to be itemized separately as per referenced BoQ.
- 5) Payment on invoice only, following receipt of works and documents in order.
- 6) **GRC will deduct TDS** (Tax Deduction on Source) and **VAT** as per governmental rules (if applicable).
- 7) Payment will be done by AC payee cheque in favour of your company.
- 8) **The Big shelter kits are to be delivered in 6 locations in Baharchora Union & Teknaf Sadar Uninon, Cox's Bazar**

9) Self-Declaration

The sign of the attached "Declaration of Conformity" (Ref. Annex) assures that

- 1) no reasons for exclusion as mentioned per EU guideline 2014/24/EU, Art. 57, Paragraph 1 exists,
- 2) the tenderer fulfils GRC's claim on good governance, environmental and social responsibility,
- 3) the tenderer agrees on participation in checks and audits as described.

Read and fully understood:

Acknowledgement of the bidder

Certification

- according to procurement procedures for humanitarian actions -

The candidate

name/company

address

represented by

representative's name

address

assures that **none** of the following points apply:

- a) The candidate or company are bankrupt or being wound up, are having their affairs administered by the courts, have entered into an arrangement with creditors, have suspended business activities, are the subject of proceedings concerning those matters, or are in any analogous situation arising from a similar procedure provided for in national legislation or regulations.
- b) The candidate has been convicted of an offence related to his professional conduct by a judgement which has the force of *res judicata*.
- c) The candidate has been guilty of grave professional misconduct proven by any means which the contracting authority can justify.
- d) The candidate has failed to fulfil obligations relating to the payment of social security contributions or the payment of taxes in accordance with the legal provisions of the country in which he is established, with those of the country of the contracting organisation or those of the country where the contract is to be carried out.
- e) The candidate has been the subject of a judgement that has the force of *res judicata* for fraud, corruption, involvement in a criminal organisation or any other illegal activity detrimental to the German Red Cross or European Union's financial interests.
- f) The candidate has been declared to be in serious breach of contract for failure to comply with his contractual obligations pursuant to another procurement procedure or grant award procedure financed by the German Red Cross or European Union's budget.

The Contractor shall respect environmental legislation applicable in the country where the services have to be rendered and internationally agreed core labour standards, e.g. the ILO core labour standards, conventions on freedom of association and collective bargaining, elimination of forced and compulsory labour, elimination of discrimination in respect of employment and occupation, and the abolition of child labour.

The candidate also guarantees access to the relevant financial and accounting files and documents as well as other project related information and company registration data for the purpose of financial checks and audits or due diligence testing conducted by

- the European Commission,
- the European Anti-Fraud Office (OLAF),
- the European Court of Auditors and
- by chartered accountants and auditors commissioned by the German Red Cross or the relevant donor.

Furthermore he confirms to work together with above mentioned parties when contacted directly. The refusal to share requested data and documents may lead to disqualification from tender processes and cancellation of closed contracts.

place, date

signature

FEDERATION GENERAL TERMS & CONDITIONS ON PURCHASING

1. **Acknowledgment:** A duplicate of the Purchase Order or contract is attached and marked "Copy for acknowledgment and acceptance of conditions of contract". Please detach, sign and date this copy and return by registered mail to the Procurement Service, International Federation of Red Cross and Red Crescent Societies, Box 372, 1211 Geneva 19, Switzerland.
2. **Acceptance:** No Purchase Order shall become effective and no contract shall exist until the Federation has received from the Supplier their written acceptance of the conditions which govern the Purchase Order or Contract. This can be accomplished by return of the signed Acknowledgment Copy.
3. **Tax Exemption:** The Supplier's price shall reflect any tax exemption to which the Federation is entitled by reason of any privileges or immunities enjoyed by it. If it is subsequently determined that any taxes which have been included in the price are not required to be paid, the Federation shall deduct the amount from the contract price, and any amounts already paid shall be refunded.
4. **Discount:** Time in connection with any discounts offered will be computed from the date of receipt by the Federation of full documentation as specified by the Purchase Order, Contract or Annex thereto.
5. **Warranty:** The Supplier warrants the goods or services furnished under this Purchase Order / Contract to be fit for their intended use and free from defects in workmanship and materials, and indemnifies the Federation against any claims resulting therefrom. This warranty is without prejudice to any further guarantees that the Supplier provides to its purchasers - such guarantees shall apply to the goods or services that are the subject of this Purchase Order / Contract.
6. **Inspection:** The duly authorized representatives of the Federation shall have the right to inspect the goods or services that are the subject of this Purchase Order / Contract at the Supplier's stores, during manufacture, in the ports or at places of shipment, and the Supplier shall cooperate and provide all facilities for such inspection. The Federation may issue a written waiver of inspection at its discretion. Any inspection carried out by representatives of the Federation or any waiver thereof shall not prejudice the implementation of any other relevant provisions of this Purchase Order / Contract concerning obligations of the Supplier, such as warranty or conformance of goods or services to specifications.
7. **Packing:** The Supplier shall pack all goods with new sound materials and with every care in accordance with normal commercial standards of export packing for the type of goods specified herein. Packing materials must be adequate to safeguard the goods while in transit. The Supplier shall be responsible for any damage or loss which can be shown to have resulted from faulty or inadequate packing.
8. **Export License:** The Purchase Order / Contract is subject to the obtaining of any export license or other governmental authorization which may be required. It shall be the responsibility of the Supplier to inform the Federation beforehand of such restrictions and obtain such license or authorization, but the Federation will use its best endeavors to assist. In the event of refusal thereof, the Purchase Order / Contract will be annulled and all claims between the parties automatically waived.
9. **Force Majeure:** Force majeure, as used herein, shall mean acts of God, laws or regulations, industrial disturbances, acts of the public enemy, civil disturbances, explosions and any other similar cause of equivalent force not caused by, nor within the control of either party, and which neither party is able to overcome. As soon as possible after the occurrence of any force majeure event and within not more than 15 days, either party thereby rendered unable, wholly or in part, to perform its obligations under the Purchase Order / Contract, shall give notice and full particulars in writing to the other party. The party receiving such notice shall then have the right to terminate the Purchase Order / Contract by giving seven days written notice of termination. On termination of the Purchase Order / Contract, the Supplier shall return any deposit or advance payment by the Federation.
10. **Default:** In case of default by the Supplier, including but not limited to failure or refusal to make deliveries within the time limit specified, the Federation terminate the Purchase Order / Contract by written notice with immediate effect and may procure the goods or services from other sources and hold the Supplier responsible for any excess costs occasioned thereby. The Supplier shall have no right to receive payment for deliveries dispatched following receipt of such notice.
11. **Conformity with Specifications:** In the case of goods or services purchased on the basis of specifications, the Supplier warrants their conformity. The Federation shall have the right to reject and refuse payment for all non-conforming goods or services. In case of non-conformity the Supplier may propose a suitable alternative for the Federation's consideration.
12. **Ethical Conditions:** The Supplier shall not be on bankruptcy, wound up or have affairs administered by the Court, neither have entered into an arrangement with creditors, nor have suspended business activities, or be subject to proceedings concerning those matters or be in any analogous situation arising from a similar procedure provided for in national legislation or regulations.
The Supplier shall neither be guilty of grave professional misconduct nor be convicted of the same.
The Supplier shall not be subject to a judgment that has force of Res Judicata for fraud, corruption, involvement in a criminal organization or any other illegal activity.
The Supplier shall have fulfilled obligations relating to the payment of social security contributions and taxes in accordance with the legal provisions of the country in which he is established or the country where the contract is performed.
The Supplier guarantees that he is respecting fundamental rights and is in no way complicit in human rights abuses. He is not exploiting child labour and forced labour and respects the basic social rights and working conditions in the countries involved.
13. **Disputes-Arbitration:** Any dispute, claim, or controversy arising out of or in relation to this Purchase Order / Contract, or the validity, breach, or termination thereof, shall be referred to arbitration under the United Nations Commission on International Trade Law Arbitration Rules, subject to such modification as the parties may agree in writing. The arbitration shall be conducted in the English language and shall be governed by the substantive law of Switzerland. The arbitral tribunal shall have no authority to award punitive damages. The parties agree to be bound by any arbitration award rendered in accordance with this paragraph as final adjudication of any such dispute, claim or controversy.
14. **Privileges and Immunities:** Nothing in or relating to this Purchase Order / Contract shall constitute or be deemed a waiver, express or implied, of any privilege or immunity enjoyed by the Federation, whether pursuant to existing conventions, treaties, or agreements, such as the agreement of 29 November 1996 between the Federation and the Swiss Federal Council regarding the legal status of the Federation in Switzerland, or any other convention, treaty, or agreement which may come into force.
15. **Assignment:** The Supplier shall not assign, transfer, pledge or make other disposition of this Purchase Order / Contract or of any of the Supplier's rights, claims or obligations hereunder except with the prior written consent of the Federation.
16. **Bankruptcy:** Should the Supplier file any petition for bankruptcy or make a general assignment for the benefit of its creditors, or should a receiver be appointed on account of the Supplier's insolvency, the Federation may terminate this Purchase Order / Contract by written notice with immediate effect.
17. **Advertising:** Unless authorized in advance in writing by the Federation, the Supplier shall not advertise or otherwise make public the fact that it is a Supplier to the Federation and / or any National Red Cross or Red Crescent Society, or use the name, emblem or official seal of any of them or any abbreviation or derivation thereof whether for advertising or any other purposes.
18. **Officials Not to Benefit:** The Supplier represents and warrants that no official of the International Federation of Red Cross and Red Crescent Societies has been, or shall be, admitted by the Supplier to any direct or indirect benefit arising from this Purchase Order / Contract or the award thereof. The Supplier agrees that breach of this provision is a breach of an essential term of this Purchase Order / Contract.
19. **Amendments:** No changes or modifications to this Purchase Order / Contract shall be valid unless set forth in writing signed by both parties.
20. **Notice:** Service of any notice shall be deemed to be good if sent by registered mail, telex, fax or cable to the addresses of both parties, set out in the heading of this Purchase Order / Contract.
21. **Governing Law:** This Purchase Order / Contract is considered to be concluded in Geneva, Switzerland and shall be governed by Swiss law.

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.: XXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXX

Date: XXXXXXXXXXXXX

To,
 XXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXX
 XXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXX

Attn.: XXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXX

Subject: XXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXX

Dear Sir,

Kindly refer to your submitted quotation dated XXXXXXXX regarding the procurement of XXXXXXXXXXXXX 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	Specification	Quantity	Unit Price	Total (BDT)
1	XXXXXXXXXXXXXXXXXX (As per BoQ)	XXXXXXXXXX	XXXXXXXXXX	XXXXXXXXXX
VAT (7.5%)				XXXXXXXXXX
Total Amount				XXXXXXXXXX

In Word: XX

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	XXXXXXXXXXXXXXXXXXXXXXXXXXXXX	XXXXXXXXXXXXXXXXXXXXXXXXXXXXX Note: Tentative delivery plan will be XXXXXXXXXXXXXXXX

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.

4. Delivery period: The goods must be delivered according to Clause 2.

5. **Documents:** Supplier should provide **(a)** two copies of original commercial invoice, **(b)** two copies of packing list, **(c)** two 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:** Payments will be made by IFRC/GRC in account payee cheque/bank transfer 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 and VAT:** 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). VAT will be deducted from the invoice as per the VAT regulations of the Government of Bangladesh.
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 null and void.

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:

XXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXX
Program Coordinator
German Red Cross, Bangladesh

Agreed and acknowledged to above terms and conditions:

XXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXX
XXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXX
Date: