

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.: XXXXXXXXXX

Date: xx.xx.xxxx

To

Address:

Attn.:

**Subject: Purchases Order for the supply of food and snacks at six union in Teknaf, Cox's Bazar.**

Dear Sir,

Kindly refer to your submitted quotation dated 00.00.2019 regarding the supply of food and snacks (content as specified below) delivery to the distribution point at six union in Teknaf, 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 supply of food and snacks, 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	Morning Snacks	As per attached Specification	20,790	-	-
02	Lunch	As per attached Specification	20,790	-	-
	Evening Snacks	As per attached Specification	20,790	-	-
<b>In Word:</b>					-

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

**2. Delivery Locations and Delivery Period:**

Goods have to be delivered to the location mentioned below:

No.	Delivery Locations	Delivery Period
1	xxxx	Morning Snacks - 10:00AM
2	xxxx	Lunch - 01:00 PM
3	xxxx	Evening Snacks - 03:00 PM

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 goods must meet the specifications mentioned in Clause 1 and should be fit for human consumption and intended use.
- 4. Delivery period:** The delivery of the 00000 food and snack packs must be completed according Clause 2. (Distribution plan and address of delivery place will be provided 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. Monitoring/Inspection:** The food and snacks 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. Food 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 food 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 foods and snacks will not pass to IFRC/GRC until the foods and snacks 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 after satisfactory delivery of the foods 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 Regulations of the Government of Bangladesh.
- 11. Penalty Clause:** Arrival of foods 30 minutes after the agreed delivery schedule will be subject to deduction of damages from the invoice @ 1.5% per 30 minutes up to maximum 4.5% of the total order value for that day. If the supplier failed to deliver the foods after 1.5 hrs of the delayed delivery time as per schedule, the delivery of food will be received but payment will not be granted, 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 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:**

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**Mr. YYY ZZZ**  
Program Coordinator, Cox's Bazar  
German Red Cross, Bangladesh

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

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**Md. SSS VVV**  
**Address:**  
**Date:**