RFQ for supply of construction and safety materials for WaSH activities



SI. No.	ltem description	Specifications	QTY	Unit	Unit price (BDT)	Total Price (BDT)
01	Construction materials	Construction materials for WaSH Activity (LOT I) As per attached Annex I	1	LOT		
02	Materials for Water Network	Pipe fitting and other WaSH materials (LOT II) As per attached Annex I	1	LOT		
03	PPE and safety Materials	PPE, chemical & safety gear (LOT III) As per attached Annex I	1	LOT		
					Total	

All unit prices are without VAT and including TAX. (VAT & TAX will be applicable as per governmental rule)

The price are including loading, unloading & delivery cost at the location.

Validity of this quotation is until 31st December 2023.

Delivery time (delivery of items for each work order)

Minimum order value(In BDT each order that you will accept):

Date of Quotation:

Stamp and Signature of Bidder



ANNEX | Construction materials for WaSH Activity LOT |

SI No.	Description	Unit	Quantity	Unit Price (BDT)	Total Price (BDT)
1	Geotextile bag (2ft x 3 ft), 300 gsm	Nos	6200		
2	Plastic bag (old cement bag)	Nos	10300		
3	Borak Bamboo (min 25 ft long, 3.5 inch bottom dia, 1.5 inch top dia)	Nos	2700		
4	Muli Bamboo (min 20 ft long, 1.5 inch bottom dia, 1 inch top dia)	Nos	1200		
5	Drum sheet (5ft x 3.5 ft), thickness 2 mm	Nos	950		
6	Wood: Akashmoni or equivalent and should be well seasoning; (a) 3" x 3" x 6'- 6" (b) 3" x 2" x 9'-0" (c) 2" x 2" x 5'- 0" (d) 3" x 2" x 9'-0" (e) 3" x 2' x 12'- 0" (f) 3" x 2" x 6'- 0" (g) 3" x 2" x 7'- 0 (i) 1" x 2" x 6'- 0" (j) 3" x 2" x 5'- 0" (k) 1" x 2" x 5'- 6" (m) 2" X 2" X 17' (n) 2" X 3" X 5'	Cft	2530		
7	Bricks: 9.5 X 4.5 X 2.75 sizes 1st class bricks	Nos	170000		
8	Sand : Medium course sand for plaster and gathni, F.M not less than 1.2	Cft	15000		
9	Cement : Diamond/Roby/Fresh or equivalent (50 kg.)	Bags	1020		
10	Brick Chips: Should be 3/4" size and Jhama picket	Cft	2700		
11	10mm dia MS rod	Kg	700		
12	8 mm dia MS rod	Kg	2500		
13	0.32 mm thickness Plain sheet for fence (3 ft height), GI	Sft	8000		
14	0.32 mm thickness Plain sheet for fence (4 ft height), GI	Sq Ft	11000		
15	RCC pillar, (4 nos 10 mm deformed rebar with 8mm dia lateral ties, 8 in c/c) length 10 ft	Nos	150		
16	1 mm thick corrugated light transparent plastic sheet for roof 7'-0" long and 2'-6" width.	Nos	500		
17	sheet for roof 7'-0" long and 2'-6" width. Preferable brand RFL or equivalent well known	Nos	200		

ANNEX | Construction materials for WaSH Activity LOT |



SI No.	Description	Unit	Quantity	Unit Price (BDT)	Total Price (BDT)
18	Ring (3 '- 0" size), 1.25" thickness	Nos	200		
19	3' dia Ring cover, 1.5" thickness	Nos	70		
20	3' dia Squatting slab, 1.5" thickness	Nos	70		
21	Ring (4 '- 0" size), 2" thickness	Nos	400		
22	4' dia Ring cover, 1.5" thickness	Nos	50		
23	4' dia squatting slab, 2" thickness	Nos	50		
24	Ring (2 '- 8" size), 1.25" thickness	Nos	180		
25	2'-8" dia Ring cover, 1.55" thickness	Nos	50		
26	2'-8" dia Squatting slab, 1.5" thickness	Nos	50		
27	Pipe wrench different size 14" Easy adjusted jaws with knurled adjustment nut designed for heavy duty use	Nos	7		
28	Pipe wrench different size 16" Easy adjusted jaws with knurled adjustment nut designed for heavy duty use	Nos	7		
29	10 " Chain wrench, High carbon steel chain,professional technology,the chain is not easy to break, sturdy and durable. The handle is made of cast iron, rugged and wear resist. Adjustable Chain: The Length of the chain can be adjust to meet different size of objects	Nos	7		
30	Tolsen pliers set includes 7inch combination pliers, 6inch long nose pliers and 6inch diagonal cutting pliers. Pliers set designed for grasping, bending and cutting. Those pliers made from forged steel, chrome nickel plated with PVC	Set	45		
31	12 inch, 300 mm hacksaw frame Ingco brand, adjustable With Soft grip Including 1pcs 65Mn saw blade	Nos	40		
32	Ingco Bi metal Hacksaw blade, 300mm (12") fit to the provided hacksaw frame	Dozen	50		
33	Good quality ball pen hammer, wooden handle 250 gm, 13 inch, 32 mm, made in china	Nos	45		
34	Cheni, big size, 32 mm, for concrete work	Nos	20		
35	Cheni, small size, 18 mm, for concrete work	Nos	10		

ANNEX | Construction materials for WaSH Activity LOT |



SI No.	Description	Unit	Quantity	Unit Price (BDT)	Total Price (BDT)
36	12" salai wrench	Nos	25		
37	5 m, Nylon blade, rubberized power tape, 19mm, EHBL	Nos	20		
38	30M/100ft x 12.5mm Fibreglass Measuring Tape	Nos	20		
39	Steel tool box, only box, three layered cantilever tool box made of sheet metal ,Made of zinc phosphating steel SPCC, rust proof ability is very strong Thickness of side plate 0.6 mm, thickness of top plate 0.8 mm, Standard: QB/T 3006-2008, Size: 18" X 8"	Nos	40		
40	18" dia and 6" depth/height construction Pan	Nos	22		
41	Spade- Handle size- 2'-6" and the dimension of Iron is 10" X 8" with handle	Nos	30		
42	Shovel- 4' long handle and iron size is 12" X 11"	Nos	30		
43	Crowbar-3.5' - 4' long and 16 mm dia	Nos	30		
44	Labelling Scale- dimension is 12" X 1.5"	Nos	30		
45	2 lb hammer	Nos	30		
46	Brick Trowel-Dimension is (9" X 6") with handle	Nos	20		
47	Brick Trowel-Dimension is (6" X 4") with handle	Nos	20		
48	Margin Trowel-Rectangular shape-Dimension is 7" X 5" with handle	Nos	20		
49	Plumb bob	Nos	20		
			Tot		

Please Note That, all the above per unit price are without VAT, Including TAX, Loading, Unloading and delivery charge.

Date of Quotation:	Stamp and Signature of Bidder



	LOT II								
SI No.	Description	Unit	Quantity	Unit Price (BDT)	Total Price (BDT)				
1	10 mm nylon rope	kg	1,000						
2	8 mm nylon rope	kg	1,000						
3	12 mm nylon rope	kg	1,000						
4	6 mm nylon rope	kg	600						
5	4 mm nylon rope	kg	550						
6	2 mm nylon rope	kg	100						
7	1 mm nylon rope	kg	100						
8	Good quality hinge for fitting the door	Nos	1000						
9	Good quality hook/Sitkini for locking the door	Nos	500						
10	4" Good quality MS nail	Kg	200						
11	3" Good quality MS nail	kg	200						
12	4" Good quality steel nail	Kg	180						
13	3" Good quality steel nail	Kg	180						
14	2.5" Good quality MS nail	Kg	180						
15	2" Good quality MS nail	Kg	200						
16	1" Good quality MS nail	Kg	130						
17	10" long 12 mm dia Hatch bolt	nos	300						
18	uPVC Gas pipe - 2" dia	RFT	1000						
19	uPVC Gas pipe - 4" dia	RFT	1500						
20	Ventilation cover (Krowl)- for 4" dia upvc pipe	nos	300						
21	Ventilation cover (Krowl)- for 2" dia upvc pipe	nos	150						
22	Screw for fixing Hinges	Packet	50						
23	4 step good quality chain for locking the door	Pcs	400						



	LOT II								
SI No.	Description	Unit	Quantity	Unit Price (BDT)	Total Price (BDT)				
24	2.5" Top pin for fixing roof sheet with steel washer	Kg	200						
25	Steel Washer for 1" nail	Kg	50						
26	Washer (Rubber) for sealing (roof)	Packet	40						
27	RFL or equivalent Sato Pan	Nos	100						
28	Connection/Black box	Nos	100						
29	2" PVC gratings (Screner net)	Nos	100						
30	4" PVC gratings (Screner net)	Nos	100						
31	2" PVC Elbow	Nos	100						
32	SS Door pull handle	Nos	1200						
33	SS Wall Mounted 6 headed hook for hanging cloths in bathroom, 15 inch	Nos	400						
34	Plastic towel bar for hanging cloth in bathroom	Nos	400						
35	Polyethelene	Kg	50						
36	1/2" hose pipe	ft	500						
37	3 inch SS clamp (made in Taiwan)	Nos	20						
38	4 inch SS Clamp (made in Taiwan)	Nos	30						
39	Robin pump starter rope	Nos	20						
40	Two gang socket with Thread (Alluminium Connector) for desludge use work	Nos	10						
41	Two gang socket with spring(Alluminium Connector) for desludge use work.		10						
42	Water Seal for Robin Engine(Big Size Engine)	Nos	20						
43	Water Seal for Robin Engine(Small Size Engine)	Nos	20						
44	Kick Bati for Robin Engine	Nos	10						
45	Brass Clamp fit for 2" Hose pipe, width 1.5"	Nos	30						
46	Brass Clamp fit for 3" Hose pipe, width 1.5"	Nos	30						



	LOT II								
SI No.	Description	Unit	Quantity	Unit Price (BDT)	Total Price (BDT)				
47	2" Canvus pipe, 100 ft coil	ft	1500						
48	3"-2" GI Reducer Socket with Clamp.	Nos	10						
49	2 inch Compressor fitting, connector	Nos	10						
50	1.5" GI pipe nipple with 4 fitting nuts, length 10 inch, Thread upto 4 inch at both side	Nos	10						
51	2" GI pipe nipple with 4 fitting nuts, length 11 inch, 4 inch at both side	Nos	10						
52	3" GI pipe nipple with 4 fitting nuts, length 11 inch, 4 inch at both side	Nos	8						
53	3 inch upvc gate valve, RFL/equivalent, threaded inside	Nos	10						
54	4" dia pipe for connection with sludge pit	RFT	100						
55	4'' dia Tee, upvc	nos	150						
56	4'' dia Elbow, upvc	Nos	200						
57	4" Gate valb, upvc	Nos	30						
58	4" dia plain socket with both end thread, upvc	Nos	40						
59	4" dia Union socket, upvc	Nos	10						
60	5" long nut-bolt with washar 8 mm	Nos	350						
61	Royel bolt made in Bangladesh	Nos	350						
62	2" dia Pipe with fixed socket in one end (10 ft long with thread in both end), Npoly or equivalent	pcs	500						
63	2" Socket with thread in both side	pcs	200						
64	10mm dia SS piston rod (12' Long)	pcs	200						
65	Auto deep cylinder (2'-6")	nos	100						
66	Good quality (RFL or equivalent) 6 No. Hand pump body (full set)- Deep Hand Pump	Nos	20						
67	Good quality (RFL or equivalent) 6 No. Hand pump body (full set)- Shallow Hand Pump	Nos	25						
68	Base plate for 6 No. Hand Pump	Nos	25						
69	Head for 6 No. Hand pump	Nos	25						



LOT II							
SI No.	Description	Unit	Quantity	Unit Price (BDT)	Total Price (BDT)		
70	Handle for 6 No. Hand pump	Nos	25				
71	Connecting rod/Lock between handle and piston rod, 4" long with hook.	Nos	50				
72	Connecting rod/lock between handle and piston rod, 3" long with hook	Nos	50				
73	Piston rod/connector to inside ss rod-4' long (Set)	Nos	50				
74	Handle for Mark-II Tara pump-4" long	Nos	10				
75	king ping for Tara Pump-4" long	Nos	10				
76	king ping for Tara Pump-3" long	Nos	10				
77	1'-6" long and 10 mm dia SS rod with one end socket with thread and hollow nose at other end	Nos	100				
78	Plunger set for deep tubewell (double washer)	Pcs	50				
79	Check valve for deep tubewell	pcs	60				
80	Cup seal/Bucket Red in color	pcs	400				
81	Cup seal/Bucket Black in color	Pcs	60				
82	O Ring/centering black in color for 2" dia pipe		100				
83	O Ring black in color for check valbe	pcs	100				
84	7" Flapper (dia of hole is 2")-for base plate	pcs	50				
85	5"Flapper (dia of hole is 2")	pcs	50				
86	3"Flapper (dia of hole is 1/2")-for check valbe	pcs	50				
87	Check valbe/ Base plate washer for shallow tubewell	pcs	150				
88	Bucket/ lether for shallow tubewell	pcs	150				
89	Iron weight with nut-bolt for shallow tubewell	pcs	150				
90	1" screw for hand pump repairing (support to fix the iron weight)	kg	5				
91	Good quality Liquid Glue (200 gram) for joining pipe, coni bond	Pcs	50				
92	Plunger set for shallow tubewell with2 ft iron rod	pcs	50				
92		pcs	50				



	LOT II								
SI No.	Description	Unit	Quantity	Unit Price (BDT)	Total Price (BDT)				
93	Solvent cement (500ml)	nos	50						
94	1.5" HDPE coil pipe PN-10	ft	2000						
95	6" long 1.5" short piece (GI)	pcs	10						
96	1.5" Tee (GI)	pcs	50						
97	1.5" Union socket(GI)	pcs	50						
98	1.5" nipple (GI)	pcs	50						
99	1.5" Plain socket (GI)	pcs	60						
100	1.5" Elbow (GI)	pcs	65						
101	1.5" x 1.25" Elbow (GI)	pcs	50						
102	1.5" x 1.25" Bush (GI)	pcs	60						
103	1.5" x 1.25" Reducer (GI)	pcs	65						
104	1.5" x 1.25" Tee (GI)	pcs	65						
105	1.5" Plug (Plastic)	pcs	100						
106	1.5" gate valve (plastic)	pcs	30						
107	1.25" HDPE coil pipe PN-10	ft	2000						
108	6" long 1.25" short piece(GI)	pcs	50						
109	1.25" Tee(GI)	pcs	50						
110	1.25" Elbow(GI)	pcs	50						
111	1.25" x 1" Elbow (GI)	pcs	50						
112	1.25" union socket(GI)	pcs	60						
113	1.25" Gate valve(Plastic)	pcs	35						
114	1.25" x 1" Tee(GI)	pcs	50						
115	1.25" Plain socket(GI)	pcs	60						



	LOT II								
SI No.	Description	Unit	Quantity	Unit Price (BDT)	Total Price (BDT)				
116	1.25" x 1" Bush(GI)	pcs	65						
117	1.25" x 1" reducer(GI)	pcs	65						
118	1.25" Plug (plastic)	pcs	100						
119	1.25" Nipple (GI)	pcs	60						
120	1.0" HDPE coil pipe (RFL, GAZI, N poly etc.)	ft	1000						
121	6" long 1.0" short piece(GI)	pcs	20						
122	1.0" Tee(GI)	pcs	50						
123	1.0" Elbow(GI)	pcs	50						
124	1.0" union socket(GI)	pcs	50						
125	1.0" Gate valve(Plastic)	pcs	50						
126	1.0" Plain socket(GI)	pcs	50						
127	1.0" Plug (plastic)	pcs	50						
128	1.0" Nipple (GI)	pcs	50						
129	3/4" X 1/2"reducer, GI	pcs	200						
130	Good quality thread/seal tape	pcs	400						
131	Good quality Binding tape	Pcs	100						
132	1.5" dia and 1.5' long GI pipe with one end thread cutting (short piece)	pcs	70						
133	12 mm dia 3" long nut-bolt	pcs	250						
134	12 mm dia 4" long nut-bolt	pcs	200						
135	10 mm dia 6" long nut-bolt	pcs	300						
136	1.5" dia PVc thread pipe	ft	200						
137	1.25" dia PVc thread pipe	ft	1000						
138	1.0" dia PVc thread pipe	ft	400						



<u> </u>					
SI No.	Description	Unit	Quantity	Unit Price (BDT)	Total Price (BDT)
139	Plastic water tap (Faucet) RFL or equivalent, best quality	pcs	1000		
140	Lock & key, 40 mm, good quality, salte or equivalent-security lock	pcs	200		
141	Lock & key, 63 mm, good quality, salte or equivalent-security lock	nos	100		
			Total		

Please Note That, all the above per unit price are without VAT, Including TAX, Loading, Unloading and delivery charge.

Date of Quotation: Stamp and Signature of Bidder

ANNEX I PPE, chemical & safety gear LOT III



SI No.	Description	Unit	Quantity	Unit Price (BDT)	Total Price (BDT)		
1	Soap 100 gm, Dettol or equivalent	pcs	1000				
2	Laundry Soap, 125 gm	pcs	600				
3	Washing powder, 200 gm	packet	600				
4	Toilet Cleaner (Harpic 500 ml)	pcs	4000				
5	Harpic powder, 400 gm packet	packet	4000				
6	Calcium hydroxide (hydrated lime), Ca(OH) _{2,} 25 kg per bag	bags	150				
7	Bleaching, 65-70% Chlorine (HTH), 45 kg/drum- Granular size	drum	10				
8	Bleaching, 35% Chlorine,	kg	300				
9	Hard Mask, for handling Chlorine	nos	200				
10	3 layer cloth mask	pcs	1500				
11	Heavy Industrial mask to handle chemicals	nos	100				
12	Chemical Protector Glass, safety goggles	pcs	30				
13	Rubber Gloves, 18 inch , upto elbow	pairs	400				
14	Nitrite gloves, 50 pairs per box, S & M size	Box	100				
15	Long gumboot, size-38,40,42	pairs	400				
16	Overall, water proof breathable materials	nos	100				
17	Rain coart, 2 part, water proof	pairs	200				
18	Long Socks, Cotton	pairs	600				
	Total (BDT)						

Please Note That, all the above per unit price are without VAT, Including TAX, Loading, Unloading and delivery charge.

Date of Quotation:	Stamp and Signature of Bidder



Ref.: CXB-20230923-03 REQ - Instructions for submissions of quote

The German Red Cross (GRC) is inviting quotations for the provision of Framework Agreement for the supply of construction and safety materials for WaSH activities. 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 **06.02.2023**, **04:00PM**. Bangladesh time
- 2) Your quotation must state the period of validity until 31st December 2023 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 disgualification of the bid*):
 - The quotation about quoted items, including specifications as indicated in the RFQ. The quotation has to be dated, stamped and signed.
 - Trade Licence, TIN, certificats of compay (VAT registration Optional)
 - The attenderers 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 and NFI.

2) Alternative offers are not permitted.

- 3) Supplier should have to offer 3 lots for all the items, partially lot wise quotation not acceptable. Supplier should fill up individual item wise price for different lots in Annex I
- 4) Only the original "RFQ and Annex I" shall be used for quotation in its original form as provided by GRC in the tender document.
- 5) Product samples not required during the submission of the quotation. GRC authority will ask sample after initial screening of the vendor (Price, delivery



time and experience are the criteria for the initial screening). Supplier have to be provided specific items/ Sample which is asked by GRC authotity.

6. Financial offer

- 1) Tenderer must quote by items, by total quantity, and by lots.
- 2) In case of a calculation mistake, the quoted unit price will be the determent.
- 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**.
- 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-20230123-03 REQ, Framework Agreement for the supply construction and safety materials for WaSH activities.

Address: German Red Cross - Office Cox's Bazar,

PMO Office: Motel Labonee, Bangladesh Parjatan Corporation, Motel Road, Cox's Bazar.

- 1) Tenderers must raise questions in written 4 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:

- (a) Proof of similar work experience (Documents that proves your experience regarding supply of similar kind of items).
- **(b) Minimum amount for each order** (Mentioned minimum amount in BDT including transportation cost that you will except for each order
- **(c) Delivery time per lot** (Led time for materials mobilization & completion of delivery of items for each work order)
- (e) Quality (based on the price offer and physical check)

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 by lots 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 the contract The award will lead to a Framework Agreement by GRC, and service will be until 31st of December 2023. This is a rough estimate of the quantity that might be expected and to indicate the total volume until 31st December 2023. That GRC is not obliged to purchase anything, and that it depends on when the need arises and for which each time a purchase order will be raised.

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 RFQ.
- 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) Goods has be delivered multiple times in different location.
- 9) The goods have to be delivered to different WaSH activities at Ukhiya, Mega camp, Teknaf, Bahachora Union, Teknaf sadar, Host community, Ramu, Cox's Bazar.

10) Self-Declaration

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

- 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. <u>Acknowledgment:</u> 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. <u>Acceptance</u>: 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. <u>Tax Exemption</u>: 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. <u>Discount</u>: 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. <u>Inspection</u>: 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. <u>Packing</u>: 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. <u>Default</u>: 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. <u>Conformity with Specifications</u>: 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. <u>Ethical Conditions:</u> The Supplier shall not be on bankruptcy, wound up or have affairs administered by the Court, neither have entered into an arrangement with credits, 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. <u>Disputes-Arbitration</u>: 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. <u>Privileges and Immunities</u>: 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. <u>Assignment</u>. 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. <u>Bankruptcy</u>: 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. <u>Advertising</u>: 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. <u>Amendments</u>: No changes or modifications to this Purchase Order / Contract shall be valid unless set forth in writing signed by both parties.
- 20. <u>Notice</u>: 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. <u>Governing Law</u>: 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

Attn.: XXXXXXXXXX

Dear Sir,

Kindly refer to your submitted quotation dated XXXXXXXXX regarding the XXXXXXXXXXX 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	XXXXXXXX	As per attached BoQ	XXXXX	XXXXXXX	XXXXXXX
In Word: XXXXXXXXXXXXXXX.					XXXXXX

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
		The XXXXXXXXXXX Well will be done within XXXXXXXX after issuing
1	XXXXXXXXXXX	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:		
XXXXXXXXX		
Senior Representative/Program Coordinator		
German Red Cross, Bangladesh		

Agreed and acknowledged to above terms and conditions:

XXXXXXXX
XXXXXXXXX
Date: