

Request for Quotation (RFQ)
For the Small Scale Mitigation (Field Upgradation) work in Baharul Ulum Madrasa, Whykong Union, Teknaf
German Red Cross, PMO, Cox's Bazar



Content of Small Scale Mitigation (Field Upgradation) work in Baharul Ulum Madrasa, Whykong Union, Teknaf.

Sl. No.	Specifications	Unit	Qty.	Unit price (BDT)	Total Price (BDT)
1	Mobilization and providing site protection scaffolding, labor shed, store room, generator for electricity, dewatering during construction of the work and cleaning site before commencing actual physical work and during contract period and demobilization after completion of the Works under contract accepted by Engineer. This work shall also covers cleaning and clearing, cutting or filling, dressing the project area on and in the ground to an extent that all the events of works of the project can be executed smoothly in a working environment with a particular attention on safety and security in all respects the end outcome to a place for disposal agreed by the GRC Engineer.	Lump sum	1.00		
2	Earth filling : The earth filling works for the pond embankment with suitable dredged soil (sandy clay/silty clay/silt but excluding organic material), collected from silt-up river/canal bed by dredging with appropriate local dredger, including carrying through pipe or any other suitable means, loading, unloading and filling gradually at the right place of filling area in an artificial silt up manner at a suitable height and distance, including leveling, dressing and all necessary arrangements to fill-up soil and compacting to 95% minimum dry density at optimum moisture content with suitable equipment dressing etc. complete in all respect as per direction of the Engineer-in-charge.	Cu.m	31.50		
3	Sand filling The sand filling work on the field bed with sand having minimum F.M.0.5 in the improved sub-grade with sand free from dust, earth, other vegetable growth and foreign materials including supplying all materials, spreading, leveling, watering, compacting by appropriate mechanical means to obtain a minimum Soaked CBR 8% or Design CBR at minimum compaction 98% of MDD (Modified), etc. all complete as per direction of the E-I-C.	Cu.m	708.75		
4	Supplying and planting specified healthy saplings (Jarul, Mehgoni, Capalish, Sonalu, Neem or any others) of minimum 1 m height, free from any diseases, collected from different nurseries & carrying the same to the worksite; Digging and preparation of pits of size 1m X 1m and depth 1m for tree species maintaining one row at one side of road including disposal of rejected soil if any up to the spacing of 3m including applying 0.015 cum cow dung and 0.15 kg TSP mixed with excavated earth properly, planting the plants, tightened by jute rope with 2.0m long bamboo split/stick, sharpened at one end and placing it into the ground up to 0.50m depth, watering for minimum 15 days , controlling plant disease, pests and weeds, supporting with sturdy stake (as and when required), manuring and pruning and maintenance all complete & plant nutrients like farmyard manure, red earth etc. as necessary for the healthy growth of the particular species according with fencing of green color plastic wire mesh (dia-600mm, height-900mm) including with bamboo stick support all complete and as per instructions of engineer in charge.	Nos	70.00		
5	Creating turfing on the ground and top of embankment with good quality turf not less than 225 mm square chunk, watering till the grass grown including all leads and lifts etc. complete and accepted by the Engineer in charge.	Sq.m	1,575.00		
6	Supply and plantation of healthy Vetiver grass - well developed, well branched 5-6, minimum height- 600mm , free from any diseases, collected from different nurseries & carrying the same to the worksite; planting it in the same of arrival. Digging and preparation of pits of size 100mmX100mmX100mm for grass species maintaining the row distance of 300mm including disposal of rejected soil if any up to the spacing of 3m including applying 0.015 kg TSP mixed with excavated earth properly, watering for minimum 1 month. controlling plant disease, pests and weeds, manuring and pruning and maintenance all complete & plant nutrients like farmyard manure, red earth etc. as necessary for the healthy growth of the particular species. all complete and as per instructions of engineer in charge.	Pcs	100.00		
7	Signboard. Supplying, transport, fitting and Installation of approved best quality country made Mild steel signboard as per drawing, suitable for fitting with R.C.C foundation of signboard including all necessary work as per direction and accepted by the Engineer-in-charge (E-I-C) (0.8 sqm) 1000 mm x 800 mm signboard made of mild steel with a 2 mm thickness M.S. Sheet continuously welded at both sides with MS rectangular hollow box. Rectangular shape 75 mm x 75 mm x 3 mm hollow M.S box in vertical column and 50 mm x 50 mm x 3 mm in horizontal peripheral line using Mild steel . 4nos of 12mm dia Anchor bar welded with column box as per drawing . The MS hollow box column must be installed at least 450 mm deep at the foundation. Reinforce Cement Concrete(R.C.C) foundation (400mm x400mm x200mm) & (250mm x250mm x600mm) as per drawing with best quality sand [50% quantity of best local sand (F.M. 1.2) and 50% quantity of Sylhet sand or coarse sand of equivalent F.M. 2.2] and 20 mm down well graded brick chips including breaking chips and screening, making and placing shutter in position maintaining true to plumb, making shutter water-tight properly, placing reinforcement in position; mixing in standard mixer machine with hopper fed by standard measuring boxes or mixing in batching plant, casting in forms, compacting by vibrator machine and curing at least for 28 days, removing centering-shuttering after specified time approved; including cost of water, electricity, testing charges of materials and cylinders as required, other charges etc. all complete, approved and accepted by the Engineer-in-charge (E-I-C). (Rate is including the cost of dismantling existing concrete where required, cleaning and shifting debris etc.) for any types of components at anywhere as per direction of EIC. One layer (125 mm thickness) Brick flat Soling using 1st class brick at foundation level (400 mm x 400 mm) (0.16 sqm). Use 12mm deformed bar 200mm c/c at footing and 4 nos of 12mm Dia deformed bar at RCC column & 10mm Dia stirrup 150mm c/c as per drawing. Clean properly the MS sheet, hollow box and the base plate to remove the dust and apply one coat of anti corrosive paint and 2 coats of RED color on the surface. Supply, transport and installation of 2 nos of best quality reflective sticker (hexagonal pattern) Size of the sticker is 1000 x 800 mm. A sample of the sticker paper must be provided to E-I-C for approval. Layout of sticker and exact location of the signboard will be provided by GRC	Item	1.00		

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 30th June 2025.

Delivery Time in working days:

Date of Quotation :

Stamp and Signature of Bidder

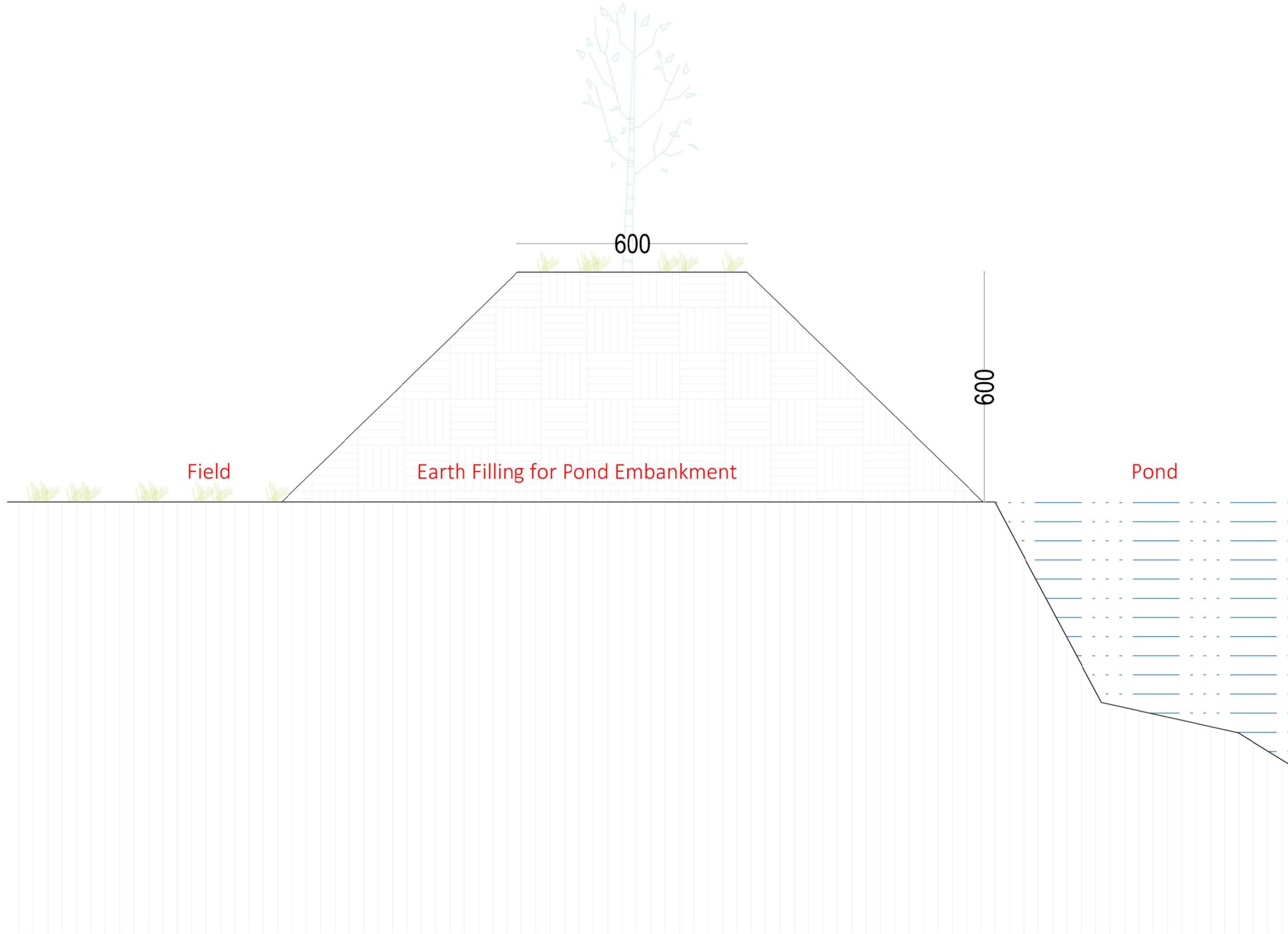


Field Upgradation work of
Baharul Ulum Madrasa



A Sayem store, karankhali whykong

	GRC-CXB, BD	DRAWING NO.								
	A 01	AS BUILT	ISSUED FOR CONSTRUCTION	ISSUED FOR TENDER	100% SUBMITTAL	65% SUBMITTAL	35% SUBMITTAL	REVISION No Date	GENERAL NOTE: This drawing is the copyright of GRC-CXB and not allowed to copy or reproduce it's contents in any form except for the purpose which it is intended. Do not scale the drawing	
		PROJECT NAME	Field Upgradation of Baharul Ulum Madrasa			DESIGNED BY	Ayesha Akhter, GRC-CXB, Bd.			
		LOCATION	Baharul Ulum Madrasa, Moheshkhaliapara, Ward-8, Whykong Union, Teknaf			APPROVED BY				
		GPS COORDINATES	N 21°2'44", E 92°13'54"			DATE	01.02.2025			
SCALE	1 : 40 @ A3									



Pond Embankment

DRAWING NO.

A 02

GRC-CXB, BD



AS BUILT
 PROJECT NAME
 LOCATION
 GPS COORDINATES
 SCALE

ISSUED FOR CONSTRUCTION
 ISSUED FOR TENDER
 100% SUBMITTAL
 DESIGNED BY
 APPROVED BY
 DATE

65% SUBMITTAL
 35% SUBMITTAL
 REVISION
 No
 Date

GENERAL NOTE:
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Ref.: CXB-20250202-01 REQ - Instructions for submissions of quote

On the behalf of International Federation of Red Cross and Red crescent societies (IFRC), The German Red Cross (GRC) is inviting quotations for the **Small-Scale Mitigation (Field Upgradation) work in Baharul Ulum Madrasa, Moheshkhaliapara, Whykong, Teknaf** as part of its support to the BDRCS Population Movement Operation in 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.

Procurement Procedure

1. Procurement Procedure

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

2. Deadline of submission and period of validity:

- a) Deadline of submission is **16.02.2025, 04:00PM. Bangladesh time**
b) **Your quotation must state the period of validity until 30th of June 2025 from the deadline for the submission.**

3. Costs and ownership of tenders

- a) Costs incurred by the tenderers in preparing and submitting the quote requests are not reimbursable.
b) 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

- a) All recipients of tender documents, whether they submit a tender or not, shall treat the details of the documents as confidential as possible.
b) 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

- a) **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 RFQ with BoQ. The quotation has to be dated, stamped and signed.
 - **Updated Trade License of Company, TIN certificates of company (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.
 - **Maximum 3 Proof of previous relevant experience/credentials (purchase order) for equivalent works.**
 - Alternative offers are not permitted.
- b) Supplier must submit the offer for all the items included in the BoQ, Partial quotations are not accepted.
- c) **Have to be mention delivery time in days in the RFQ, to complete all the upgradation work at the location.**
- d) **Only the original RFQ shall be used for quotation in its original form as provided by GRC in the tender document.**

e) Product samples: Supplier has to be provided a) **1 Piece** of sapling (Jarul, Mehgoni, Capalish, Sonalu, Neem or any others) of minimum 1 m height, b) **5 pieces of Vetiver grass- well developed, well branched 5-6, minimum height- 600mm**, must be submitted along with the Quotation. The quality of the goods will be evaluated based on **the sample** of the items.

Each item will be evaluated separately based on the following criteria and the total score for the evaluation of the quality of the items will be calculated as an average.

6. Financial offer

- a) Tenderer must quote by items and by total quantity.
- b) In case of a calculation mistake, the quoted unit price will be corrected by the GRC Authority.
- c) Quoted price should be **inclusive of VAT & Tax**.
- d) All prices are in Taka (BDT)

7. Submission of quote and further communication

- a) 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-20250202-01 REQ, Small-Scale Mitigation (Field Upgradation) work**

Address: German Red Cross – Field Office, at PMO, Cox’s Bazar,

PMO Office: Room No-119, Motel Labonee, Bangladesh Parjatan Corporation,
Motel Road, Cox’s Bazar. Cox’s Bazar-4700, Bangladesh

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

8. Evaluation & Award of Contract

a) 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%)**
 - **Evaluation of offers and marking system explained in the Annexure-I “Quotation Evaluation Guideline”.**
- b) 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.
 - c) 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.
 - d) **GRC reserves the right to conduct reference check of shortlisted vendors any time during the process.**

9. Terms of delivery and payment

- a) Payments shall be made basis upon completion of works, services
- b) The invoice must contain GRC order number.
- c) Transport charges have to be itemized separately as per referenced BoQ.
- d) Payment on invoice only, following receipt of works and documents in order.
- e) **GRC will deduct TDS** (Tax Deduction on Source) and **VAT** as per Government rules (if applicable).
- f) **Payment will be made based on the actual receiving of the Work (as per the Work Completion Report) by AC payee cheque in favor of your company after the satisfactory delivery of kit.**
- g) **Penalty Clause:** Complete the services from your end the agreed delivery schedule without any valid and well documented reason (subject to GRC management approval), will be subject to a deduction for damages from the invoice of 0.5% per day up to maximum 5% of the total order value for a maximum period of 10 working days. If the supplier failed to complete the works, services and delivery of materials/items after 10 working days of the delayed delivery period without any valid and well documented reason (subject to GRC management approval), the contract will be null and void.
- h) **The work location is Baharul Ulum Madrasa, Moheshkhaliapara, Whykong, Teknaf. Loading, unloading, carrying, road transport and all other cost related to works must be borne by the vendor.**
- i) All the BOQ articles comprise removing and transporting any debris or rubble to allocated disposal areas by municipality or local authority, and or appointed local representatives.
- j) The bidders should agree on payment after completion of the work.
- k) For earth filling use Soils from hill cutting are strictly prohibited.
- l) One Technical person (Diploma/BSc Engr.) from vendor must be available at site.
- m) Work must be completed within submitted timeline.

10. Self-Declaration

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

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

Read and fully understood:

Acknowledgement of the bidder

Quotation Evaluation Guideline

Small Scale Mitigation (Field Upgradation) work in Baharul Ulum Madrasa, Whykong Union, Teknaf.

Step 1: Initial screening based on the required documents:

(Lacking below details or documents leads to disqualification from the tender process)

- Basic Quotation Requirement: Specifications as indicated in the BOQ, date, stamped, signed, delivery time.
- Company's Registration (Trade License).
- Certification - Declaration of Conformity.
- Federation General Terms & Conditions on Purchasing.
- **Maximum 3 Proof of previous similar experience**/credentials for equivalent work/service
- **Delivery time** is expressed in days in the RFQ

Step 2: Criteria Evaluation:

(With qualified suppliers after following Step 1)

- **Overall criteria:**
 - Price 50%
 - Program 50%
- **Program criteria:**
 - Delivery time
 - Equivalent work/service experience
 - Quality of goods

Allocated points:

-Delivery time

- 5 points: 5 to 10 calendar days
- 4 points: 11 to 15 calendar days
- 3 points: 16 to 20 calendar days
- 0 points: Less than 5 calendar days and more than 20 calendar days

-Equivalent work/service experience

- **5 points:** previous experience in similar works (>= 3 similar work experiences)
- **4 points:** previous experience in similar works (2 similar work experiences)
- **3 points:** previous experience in similar works (1 similar work experiences)
- **0 points:** no previous experience in similar work.

-Quality of goods (sample evaluation): a) 1 Piece of sapling (Jarul, Mehgoni, Capalish, Sonalu, Neem or any others) of minimum 1 m height, b) 5 pieces of Vetiver grass- well developed, well branched 5-6, minimum height- 600mm, must be submitted along with the Quotation. The quality of the goods will be evaluated based on the sample of the items.

Each item will be evaluated separately based on the following criteria and the total score for the evaluation of the quality of the items will be calculated as an average.

In case even just one of the items is scored with 0 point (bad quality), the supplier will be not considered and not recommended for further step of the process, and the total score for quality evaluation will be 0 (zero).

Selection criteria for single item:

- **5 points:** Excellent quality. The item exceeds the expected quality/standards.
- **4 points:** Good quality. The item meets the expected quality/standards.
- **3 points:** Acceptable quality. The item quality is less than expected, but it is still acceptable.
- **Zero (0) point:** Bad quality. The item doesn't meet the expected quality/standards and it is unacceptable.


Ayesha Akhter
 Officer-DRR
 German Red Cross, Bangladesh

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.

Ref. No.: CXB-CBA-XXXXXXXXX REQ, Slope Stabilization work-BMZ

Date: XXXXXXXXXX

To,
XXXXXXXXXXXXXXXXXXXX
XXXXXXXXXXXXXXXXXXXX
XXXXXXXXXXXX

Attn.: XXXXXXXXXXXXXXXXXXXX

Subject: Work Order for the Small-Scale Mitigation (Field Upgradation) work in Baharul Ulum Madrasa, Whykong, Teknaf, Teknaf, Cox's Bazar-BMZ.

Dear Sir,

Kindly refer to your submitted quotation dated XXXXXXXXXX regarding the **Small-Scale Mitigation (Field Upgradation) work in Baharul Ulum Madrasa, Whykong, Teknaf, Cox's Bazar**. On the behalf of The International Federation of Red Cross and Red Crescent Societies (IFRC) German Red Cross (GRC), Bangladesh Country Office is pleased to place work 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	Unit Price	Total Price (BDT)
01	Small-Scale Mitigation (Field Upgradation) work in Baharul Ulum Madrasa, Whykong, Teknaf	As per attached Quotation	1	Lot	XXX	XXXXXXXX
Subtotal						XXXXXXXXXX
Vat (7.5%)						XXXXXXXXXX
Total price offer for Small-Scale Mitigation (Field Upgradation) work in Baharul Ulum Madrasa, Whykong, Teknaf (Including VAT & Tax)						XXXXXXXXXX
<i>In Word: XX only.</i>						

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	Baharul Ulum Madrasa, Whykong, Teknaf	The Small-Scale Mitigation (Field Upgradation) work will be done within XXX working days after handed over the upgradation site. (Delivery date and time and address of upgradation 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 and design are given in Clause 1 in the tender notice and in the BoQ. All the specifications and instructions must be adhered to. The goods and services must meet the specifications and design 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 (The invoice must reflect the actual scope of works, e.g. all the item and quantity of quotation) will be verified and paid according to the quoted price and unit as per actual quantity (b) two copies of BoQ of at actual work done and (c) received completion certificate from the concerned GRC Engineer.
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 Latrine to the GRC/ beneficiaries. After the handover is completed, a completion report will be issued by the concerned GRC Engineer, 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 at actual (on the basis on work compilation report) in favour of "XXXXXXXXXXXX". After satisfactory delivery of construction works and requested documents in good order as per agreed schedule and also after receiving the work compilation report from concern GRC engineer regarding the Slope Stabilization work (Guide wall) at Camp 26, Teknaf, Cox's Bazar.
10. **If the upgradation work has been done without informing GRC Engineer /responsible person then the work will not be acceptable by GRC. Hence no payment will be made by the GRC against the work.**
11. **Income Tax and VAT:** While making the payment GRC Bangladesh will deduct Value Added Tax (VAT) and TDS (Tax Deduction on Source) as per the VAT & TDS regulations of the Government of Bangladesh (if applicable).
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. Penalty Clause: Penalty Clause: Completing the services from your side after the agreed delivery schedule without any valid and well documented reason (subject to GRC management approval), will be subject to a deduction for damages from the invoice of 0.5% per day up to maximum 5% of the total order value for a maximum period of 10 working days. If the supplier failed to complete the works, services and delivery of materials/items after 10 working days of the delayed delivery period without any valid and well documented reason (subject to GRC management approval), the contract will be void and null.

16. 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.

17. Effective Date: This purchase order comes into force on date of signature by both parties of this agreement.

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

Approved by:

XXXXXXXXXXXXXXXXXXXX

Program Coordinator
German Red Cross, CXB, Bangladesh

Agreed and acknowledged to above terms and conditions:

XXXXXXXXXXXX

XXXXXXXXXXXX

XXXXXXXXXXXX

Date: