

Request for Quotations (RFQ)
For the Snacks (Framework Agreement 2026-2027)
German Red Cross, PMO, Cox's Bazar



SL No.	Specifications	Total Qty.	Unit	Unit Price	Amount
1	Fried Chicken 130 (10gm +/-)	1100	Pcs		
2	Apple (80-100 gm)	8200	Pcs		
3	Banana (80-100 gm) (Locally named Bangla)	2200	Pcs		
4	Orange (80-100 gm)	8200	Pcs		
5	Family cake, (55-65gm) (Altime or equivalent)	5050	Packet		
6	Fruit Cake (55-65gm) (Wonder or equivalent)	3200	Packet		
7	Muffin cake, (15-20 gm) (Wonder or equivalent)	2100	Packet		
8	Dry cake ,(15-25gm)	2200	Packet		
9	BBQ chanachur, (140-160 gm) (Ruchi or equivalent)	700	Packet		
10	Lexus biscuit (10-16 gm)	1200	Packet		
11	Energy biscuit (55-65gm)	3100	Packet		
12	Salted Biscuit (80-90 gm) (First choice or equivalent)	4000	Packet		
13	Nutty biscuit (50-60 gm)	2200	Packet		
14	Sweet (sondesh) (50-60gm)	2500	Pcs		
15	Sweet (Laddu)-(45-60 gm)	2200	pcs		
16	Sweet (Kalo Jam/ Chom chom/ Rosh Gollha) (50-60gm)	2600	Pcs		
17	Singara (Vegetable) (80-100 gm)	3100	Pcs		
18	Drinking water- 500 ml (Mum/Fresh or Equivalent)	10300	Pcs		
19	Chicken roll 100 (10gm +/-)	700	Pcs		
20	Vegetable roll 100gm, (10gm +/-)	2100	Pcs		
21	Chicken Burger 110gm, (10gm +/-)	3400	Pcs		
22	Juice- Mango/Orange, 200 ml	3150	Pcs		

Request for Quotations (RFQ)
For the Snacks (Framework Agreement 2026-2027)
German Red Cross, PMO, Cox's Bazar



SL No.	Specifications	Total Qty.	Unit	Unit Price	Amount
23	Fruit juice (Frutika/Shezan/Frooto) 250 ml	1650	pcs		
24	Milkshake, different type, 200ml (Arong, Pran or equivalent)	1300	pcs		
25	Lacchi- 200 ml	200	Pcs		
26	Liquid ust Milk 200 ml	2000	Pcs		
27	Egg boiled	1150	Pcs		
28	Candy (Mango/Termind) or Coffee candy 600gm packet (Pulse/coffee)	450	Packet		
29	Sandwich (Chicken), (100 gm) (10gm +/-)	700	Pcs		
30	Morium Premium Date (70-80 gm)	800	Packet		
31	Puffed rice (80-100gm)	650	Packet		
32	Chickpea/chola (230-250 gm)	650	Packet		
33	Potato Chops 2 pcs (80-100 gm)	650	Packet		
34	Piyaju 2 pcs (80-100 gm)	650	Packet		
35	Jilapi, (140-160 gm)	650	Packet		
36	Beguni 2pcs (80-100 gm)	650	Packet		
37	Food carry bag (shopping/Tissue bag)	3250	Pcs		
Total Amount					

All unit prices are without VAT and including TAX. (VAT & TAX will be applicable as per governmental rule)
The price including loading, unloading & delivery cost at the location.

Validity of this quotation is until 30th June 2027. (10 Months)

Delivery time of foods: Purchase order will be issued at least 2 working days before of requirment.

Lot Size of each order : At least 3,000 BDT

Date of Quotation:

Stamp and Signature of Bidder

Request for Quotation (RFQ)
For the Lunch/Dinner (Framework Agreement 2026-2027)
German Red Cross, PMO, Cox's Bazar



SL No.	Specifications	Total Qty.	Unit	Unit Price	Amount
1	Rice (Miniket Rice standarded for one person, 400gm) (20gm +/-)	12200	Packet		
2	Polaw rice (Chinigura rice 400 gm) (20gm +/-)	600	Packet		
3	Kacchi Biryani total 450 gm (300 gm Basmati rice and 150 gm Mutton cooked) standarded for one person (20gm +/-)	5150	Packet		
4	Chicken Biryani total 450 gm (300gm chinigura rice and 150 gm Sonali Chicken cooked) standarded for one person (20gm +/-)	1550	Packet		
5	Chicken (chicken sonali farm) 200 gm, cooked) (10gm +/-)	6130	Pcs		
6	Chicken (chicken broiler farm 200gm, cooked) (10gm +/-)	600	Pcs		
7	Mutton (200gm, cooked) (10gm +/-)	4130	Pcs		
8	Beef (200 gm, cooked) (10gm +/-)	650	Pcs		
9	Duck (200gm, cooked) (10gm +/-)	600	Pcs		
10	Vegetable (mixed, 150 gm) (10gm +/-)	2200	Plate		
11	Salad 40gm (Carrot & green chilli)	3200	Plate		
12	korola/ Borboti/Sim/Dherosh Bhaji, etc. (150 gm) (10gm +/-)	1100	Plate		
13	Shutki Bhorta (50 gm) (10gm +/-)	600	Plate		
14	Tomato Bhorta (50 gm) (10gm +/-)	1100	Plate		
15	Begun Bhaja 2 pcs (100 gm)(10gm +/-)	600	Plate		
16	Kackhi fish curry (150 gm) (10gm +/-)	600	plate		
17	Khaisha curry (Sim with chingri/ shitki) 150 gm (10gm +/-)	600	Plate		

Request for Quotation (RFQ)
For the Lunch/Dinner (Framework Agreement 2026-2027)
German Red Cross, PMO, Cox's Bazar



SL No.	Specifications	Total Qty.	Unit	Unit Price	Amount
18	Dal (Thik, 100gm) (10gm +/-)	5200	Plate		
19	Deshi Rui/Katla fish (150 gm,cooked) (10gm +/-)	600	Pcs		
20	Koral fish (200gm,cooked) (10gm +/-)	4150	Pcs		
21	Shrimp (150gm,cooked) (10gm +/-)	1150	Pcs		
22	Rupchanda (150gm,fry) (10gm +/-)	1000	Pcs		
23	Hilsa fish(200gm,cooked) (10gm +/-)	1060	Pcs		
24	Egg vhuna (Kari)	1150	Pcs		
25	Drinking water- 500 ml (Mum/Fresh or Equivalent)	12200	Pcs		
26	Soft drink-200 ml bottle (Mojo/coke/Pepsi or Equivalent)	2200	Pcs		
27	Cane Soft drink 250 ml (Mojo/coke/Pepsi or Equivalent)	4000	Pcs		
28	Sweet Curd 100gm (Good Quality)	5200	Pcs		
29	Rosh Golla Big size (Sponge) (40-50gm)	1100	Pcs		
30	Food carry bag (shopping/tissue bag)	3200	Pcs		
Total Amount					

All unit prices are without VAT and including TAX. (VAT & TAX will be applicable as per governmental rule)
The price including loading, unloading & delivery cost at the location.

Validity of this quotation is until 30th June 2027. (10 months)

Delivery time of foods: Purchase order will be issued at least 2 working days before of requirment.

Lot Size of each order : At least 3,000 BDT

Date of Quotation:

Stamp and Signature of Bidder

Ref.: CXB-20260622-01 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 on **Framework agreement for the supply of Foods (Snacks, Lunch/Dinner) to the German Red Cross for the duration of 10 months (Tentative, from September 2026 to June 2027)**, as part of this support to the BDRCS Population Movement Operation (PMO) 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

a) The procurement is handled via an Open Procedure.

1. Deadline of submission and period of validity:

- 1) Deadline of quotation submission is **12.07.2026, 4:00PM. Bangladesh time.**
- 2) Your quotation must be stated the validation period, **until June 2027** from the deadline of submission.

2. Costs and ownership of tenders

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

3. Confidentiality and publication

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

4. Content of tenders and alternative offers

- 1) All tenders submitted must comply with the requirements in the tender dossier and comprise. As a preliminary check, we will first verify your legal and the documents that requested bellow. If any basic administrative paper is missing (ex: trade license, Declaration of Conformity, IFRC Terms) we will contact you and allow a 48 hour window to provide it, as long as it does not change your price, bid and selection details. Bidders who do not meet these basic requirements or fail the paperwork check will not be evaluated further.
- The quotation about quoted items, including specifications as indicated in the RFQ. The quotation has to be signed, dated and stamped.
- **Updated Trade Licence for the supply of food items.**
(Those who don't have valid trade license of food supply, and don't have food making and delivery center/shop in Teknaf/Ukhiya upazila under Cox's Bazar district, they are requested not to submit the quotation.)
- TIN, certificates of organization and VAT registration (If you have)
- The attenderers self-declaration "**Certification - Declaration of Conformity**" to be filled out, with signed, stamped, and submitted together with your quote.
- Annex "**Federation General Terms & Conditions on Purchasing**" to be signed, stamped, dated and submitted together with your quote.
- **At least 1 Proof of previous food/ similar Framework Agreement in the last 5 years (only the last 5 years will be considered as experience with Framework Agreement). The bidder who hasn't had any experience with food /similar Framework Agreement in the last 5 years will be automatically disqualified.**
- Proof of maximum 5 previous similar experience/credentials for equivalent food supply (work orders, or completion report or experience certificate).
- Delivery time expressed in maximum 2 working days in the RFQ (in case of urgency it may require foods within 24 hrs) and to complete delivery of all require items to be at the said delivery any location of Ukhiya and Teknaf Upazila.

- **Food Sample:** A food sample of some selected items may be requested from recommended bidders after technical evaluation of the quotation.
 - **After the completion of food sample evaluation,** the restaurants or food production facility of the recommended bidders will be visited by the GRC procurement committee. During the physical assessment of the restaurant or food production facility by GRC, if the facility was not found, or it does not exist, or it is not operative, and/or the cleaning and hygienic conditions of the facility/kitchen are not satisfactory and not properly maintained, the bidders will not be recommended for further processing and will be disqualified. Any disqualification here will be based on a standard checklist signed by the committee to ensure the transparency.
- 2) Alternative offers are not allowed.
 - 3) **Only the original BoQ shall be used for quotation which will be provided by GRC with the tender document.**

5. Financial offer

- 1) Tenderer must be quoted by items and quantity.
- 2) In case of a calculation mistake, the quoted unit price will be corrected by the GRC Authority.
- 3) No additional transport cost will be applicable to supply the foods in mentioned location.
- 4) Quoted price should be **exclusive of VAT**.
- 5) All prices are in BDT.

6. Submission of quote and further communication

- 1) All quotes, including annexes and supporting documents must be submitted in a sealed and stapled envelope.
Tender Documents – Please do not open!
Ref.CXB-20260622-01 REQ, Framework agreement for supply of food (Tentative, from September 2026 to June 2027, 10 Months).

Address: German Red Cross, room # 119, Population Movement Operation (PMO) Office: Motel Labonee, Bangladesh Parjatan Corporation, Motel Road, Cox's Bazar-4700, Bangladesh.

- 2) 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.
- 3) GRC reserves all the right to continue further communication after submission of quotes via post, e-mail, and phone.
- 4) The submission of your quotation, should be confirmed of above-mentioned terms and conditions.

7. Evaluation & Award of Contract

a) Procedure:

The total quantity of food (Snacks and lunch/dinner) will be awarded among two selected bidders who will be ranked as 1st and 2nd in GRC tender system. GRC primary choice for issuing purchase order will be always the 1st ranked supplier. The 2nd ranked supplier will be awarded in the following conditions:

- 1) In case of, after issuing the purchase order, the 1st ranked supplier informs immediately (**within a maximum notice of two days before the expected delivery**) that they cannot deliver the purchase order within the expected timeframe, then the purchase order will be automatically submitted to the 2nd ranked supplier. In that case, the contract with the 1st ranked supplier will remain in place. If the 1st ranked supplier fails to deliver the food twice during the contract period, the entire contract will be cancelled and will permanently pass to the 2nd ranked supplier. The entire process will be documented.
- 2) In case the 1st ranked supplier delivers food with quality or quantity below acceptable standards and does not correspond to the specifications of the quotation and samples provided during the tender procedure, the supplier will be noticed through a warning letter/email and primarily suspended the contract for a certain period and pass to the 2nd ranked supplier until receiving

as proper justification of the variance from the 1st rank supplier. The entire process will be documented.

- 3) Finally, the 1st ranked supplier is always our primary choice. However, in unusual or exceptional situations not covered by clauses 7.a.1 and 7.a.2, GRC can issue partial orders or split the order with the 2nd ranked supplier to make sure our humanitarian field work does not stop. These exceptional cases are strictly limited to:
- **Sudden large orders:** The project needs a massive amount of food all at once, and the 1st supplier simply cannot deliver that much in time.
 - **Supply shortages:** There is a temporary shortage of specific food items or ingredients in the local market that the 1st supplier cannot control.
 - **Extreme emergencies:** The program urgently needs food delivered within a very short window (like 24 hours) and the 1st supplier cannot meet the deadline.

Whenever we have to do this, the GRC Procurement Committee must write down the exact reasons and sign a formal decision layout. This keeps the process completely transparent.

- b) The decision for the award of contract will be determined via standard value method (Credit points divided by total price; ratio 40/60%). Credit points will be added up through the following criteria:
- **Financial Offer (40%)**
 - **Technical Offer (60%)**

Evaluation of offers and marking system explained in the annexure - I “Quotation Evaluation Guideline”.

- c) In case of competitive procedure GRC reserves the right to award a contract by items based on the first non-negotiated offer. GRC will not enter into any negotiation.
- d) 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 tenderer has to bear possible additional costs for a sample delivery.
- e) Terms of the contract - **The award will lead to a Framework Agreement by GRC, and service will be for the duration of ten Months (Tentative from September 2026 to June 2027).** It is a rough estimate of the quantity that might be expected and to indicate the total volume until June 2027. 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.
- f) GRC reserves the right to conduct reference check of shortlisted vendors any time during the process.

8. Terms of delivery and payment

- 1) Payments shall be made basis upon completion of delivery of food as delivery challan.
- 2) Payment on invoice only, following receipt of goods and documents in order.
- 3) The invoice must contain GRC order number.
- 4) Quoted price should be including delivery charge of food (loading, unloading with packaging etc.) at the mentioned delivery location under Ukhiya and Teknaf Upazila (Both host & camp).
- 5) **GRC will deduct TDS (Tax Deduction at Source) as per Government policies and rules (if applicable).**
- 6) Payment will be done by AC payee cheque in favor of the organization/ company/ farm.
- 7) **The foods may be delivered multiple times in different locations for several activities in all camps and host community of all unions/ward/pouroshava under the Teknaf and Ukhiya Upazila in Cox’s bazar district.**
- 8) **Quantity of the Snacks and Lunch/Dinner in the RFQ are an approximate amount, GRC will issue purchase order as per project need.**

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.

10. Snacks and Lunch/Dinner:

- 1) This tender is split in Snacks, Lunch and dinner, based on the requirement, German Red Cross would raise order any number of quantities in anytime throughout the year (Tentative, from September 2026 to June 2027).

Read and fully understood:

Acknowledgement of the bidder

Annexure -I

Quotation Evaluation Guideline/ Criteria - Food (Lunch and Snacks)

OVERALL SELECTION CRITERIA AND POINTS ALLOCATION:

- Price Evaluation : 40%
- Technical Evaluation : 60%

We will use a two-step process to choose the winning supplier. First step, we will check your paper documents to see if you have correct Bangladesh Government approvals (like a Trade License) as per stated in the tender instruction, prices, and past work experience. Based on that Only the short-listed suppliers with will move to the next step. If you pass this first step, we will ask you to bring food samples for a taste test and we will visit your kitchen to check Hygiene Maintenance and Restaurant Functionality. Suppliers who do not pass the first step will not be checked further.

TECHNICAL CRITERIA AND POINTS:

1. Equivalent work experience (Purchase order): 20 Points

Requesting to provide valid similar work experience, example: work orders, or completion report or experience certificate:

Allocated Points:

- **20 Points:** 5 experiences for supply of similar types of items/food.
- **15 Points:** 4 experiences for supply of similar types of items/food.
- **10 Points:** 3 experiences for supply of similar types of items/ food.
- **0 Points:** < 2 experiences for supply of similar types of items/foods.

2. Quality of foods and Packaging: 20 Points

A sample of selected items will be requested from bidders after preliminary selection based on technical evaluation. **Each item** will be evaluated separately based on the following criteria and the total score for the evaluation of the quality of the food and packaging will be calculated as an average.

In case even if just one of the items is scored with 0 point (bad quality), the supplier will be not considered/disqualified, and the total score will be 0 (zero). Any score of 0 points must be backed by a signed committee report detailing the exact defects found.

Allocated Points:

- **20 Points: Excellent quality. The food is very fresh and delightful,** and the packaging is excellent.
- **15 Points: Good quality. The food and packaging meet our** standard expectations.
- **10 Points:** Acceptable quality. The food and packaging is okay and acceptable to eat.
- **0 Point:** Bad quality. The food & packaging is bad, dirty, or unacceptable

3. Hygiene Maintenance and Restaurant Functionality: 20 Points

After the technical and sample evaluation, the Evaluation Committee will visit your restaurant or cooking space. We will check for basic cleanliness, running water, proper food storage, and if your kitchen can handle making large orders. If the kitchen is found completely dirty or unsafe, the supplier will be disqualified immediately and receive 0 points for this section. Any score of 0 points must be backed by a signed committee report detailing the exact defects found.

Allocated Points:

- **20 Points:** Excellent cleanliness. The kitchen is well-organized, food is covered safely, uses safe water and the space can easily handle large orders.
- **15 Points:** Good cleanliness. The kitchen is clean, uses safe water, and has good space for cooking.
- **10 Points:** Acceptable cleanliness. The kitchen meets basic local health standards and is okay for cooking.
- **0 Point:** Unacceptable cleanliness. The kitchen is very dirty, unhygienic, or too small to handle the orders safely.

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 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. **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.

Service Contract

Contract ID:	CXB-20260622-01
---------------------	-----------------

Contract number:	GRC-CXB-00.....
-------------------------	-----------------

<p>Contract entered into between</p> <p>International Federation of Red Cross and Red Crescent Societies/ German Red Cross (IFRC/GRC)</p> <p>And</p> <p>.....</p> <p>(the food supplier)</p>	
IFRC address and contact details:	<p>Physical Address: International Federation of Red Cross and Red Crescent Society (IFRC), Bangladesh Country Office/ German Red Cross (GRC) 684-686, Red Crescent Sarak, Bara Maghbazar, Dhaka 1217, Bangladesh.</p> <p>Postal address: Same as above</p> <p>Telephone: Telephone:</p>
Service Provider address and contact details:	<p>Physical Address:</p> <p>.....</p> <p>.....</p>

1. Services	<i>Supply of Snacks and Lunch/Dinner (Food) as per annexure- 1</i>
2. Duration	This contract shall commence on and shall expire 30/06/2027 on satisfactory completion of the services described above unless sooner terminated under the terms of this contract.
3. Service and Fees	<p>As full consideration for the supply of food performed by the supplier under the terms of this contract, upon the supply has been satisfactorily performed, the GRC shall pay the supplier on at actual basis/per order. Supply of food details described are below:</p> <ul style="list-style-type: none"> • <i>Supplier shall provide Snacks and Lunch/Dinner based on prices and specification detailed out in Annex 1.</i> • <i>GRC will issue purchase order to supplier for Snacks and Lunch/Dinner within the items outlined in Anex1. Each order will have minimum amount is BDT 3,000.00</i> • <i>GRC will issue Purchase order to supplier for snacks and Lunch/Dinner as per actual requirements and supplier shall ensure satisfactory supply of snack and lunch/Dinner within 2 (Two) working days to ensure satisfactory supply as per training and meeting schedule to delivered in all camp & host Community of all unions/ ward/ pouroshava under the Teknaf and Ukhiya Upazila, where the cost of the food transportation (loading & unloading) will bear by the</i> • <i>Below quality or quantity (rotten or stale) food will be not accepted by GRC.</i> • <i>Supplier shall raise invoice depend on each GRC purchase orders after successful delivery of Snacks and Lunch/Dinner (food) in the name of German Red Cross Bangladesh with relevant documents.</i>

	<ul style="list-style-type: none"> GRC will pay based on issued Purchase order and as per actual receiving snacks and lunch/Dinner by A/C payee cheque in favor of “.....”. GRC will deduct VAT and TAX as per government rules. The supplier should submit their updated trade license before expiry of current trade license. If the supplier fails to submit updated trade license the contract will be automatically terminated. The total quantity of food (Snacks and lunch/ dinner) will be awarded among two selected bidders who will be ranked as 1st and 2nd in GRC tender system. In that case you (.....) have been awarded as ranked bidder. GRC primary choice for issuing purchase order is the 1st ranked supplier, that is your organization (.....). The 2nd ranked supplier will be awarded in the following conditions: ✓ In case of 1st rank bidder fails to deliver the foods/ within the expected timeframe of work order. In that case, the full purchase order (100%) will be awarded to the 2nd ranked supplier. For this kind of situation, the current order will be cancelled for this particular occasion. If the 1st rank supplier fails to deliver food twice throughout the agreement period, full contract will be void with them and will go to the 2nd rank supplier permanently. All the process will be documented. ✓ In case of 1st rank bidder delivers the Lower or below standard quality or quantity food which are not acceptable and if not match with the specification of the quotation and the samples provided during tender process. In this regard the full purchase order (100%) will be awarded to the 2nd ranked bidder and the contract will be cancelled with 1st rank supplier permanently and shifted to the 2nd rank supplier.
4. Terms and Conditions	<i>This contract is subject to the below General Terms and Conditions for all Service Contracts.</i>

For the International Federation of Red Cross and Red Crescent Societies:		
Name and title:	Date	Signature
On the behalf of IFRC Senior Representative German Red Cross Bangladesh		
.....: I acknowledge that I have read and accept all terms and conditions of this contract, including the attached General Terms and Conditions for all Service Contracts.		
Name and Title:	Date	Signature
.....		

IFRC/GRC GENERAL TERMS AND CONDITIONS FOR ALL SERVICE CONTRACTS

1. LEGAL STATUS

The Service Provider shall be considered as having the legal status of an independent Service Provider. Agents or employees of the Service Provider shall not be considered in any respect as being employed or in any manner officials or staff members of the IFRC/GRC.

2. ASSIGNMENT OF PERSONNEL

The Service Provider shall not assign any persons other than those accepted in writing by the IFRC/GRC for work performed under this contract.

3. OBLIGATIONS

The Service Provider and all individuals assigned by it to perform Services under this contract:

- (a) Shall neither seek nor accept instructions from any authority external to the IFRC in connection with the performance of its/their Services under this contract.
- (b) Shall refrain from any action which may adversely affect the IFRC and shall fulfil its/their commitments with the fullest regard for the interests of the IFRC.
- (c) Shall assure compliance with all applicable laws of the country where the Service Provider is registered as well as those in which the activities are performed.
- (d) Ensure that all duties are conducted with integrity, free from any taint of dishonesty, corruption or fraud and that all persons are respected equally without any distinction or discrimination based on nationality, race, gender, religious beliefs, class or political opinions.
- (e) Shall not advertise or otherwise utilize to its/their advantage the fact that it is or has been a Service Provider with the IFRC.
- (f) Shall not, in any manner whatsoever use the name, emblem, logo or official seal of the IFRC or any abbreviation of the name of the IFRC in connection with its business or otherwise, except as required for the fulfilment of its contractual duties hereunder and then only with the express prior written approval of the IFRC Secretary General or his/her designate.
- (g) Shall not communicate at any time to any other person (legal or natural), Government, National Society or authority external to the IFRC any information known to it/them by reason of its/their association with the IFRC which has not been made public, except in the course of their duties or by authorisation of the IFRC Secretary General or his/her designate; nor shall Service Providers or assigned individuals at any time use such information to its/their private advantage.
- (i) When performing the Services on IFRC premises or at any location when representing the IFRC, shall act in a manner consistent with the values of the International Red Cross and Red Crescent Movement and shall abide by the rules of conduct set out in the IFRC's Code of Conduct (a copy of which has been provided by the IFRC). The Service Provider acknowledges and accepts that any violation of these rules of conduct by it or any individual assigned by it to perform Services on its behalf shall be considered breach of an essential term of this contract.
- (j) The obligations set out in sub-clauses (e), (f) and (g) above shall continue upon expiration or termination of this contract with the IFRC.

4. REPRESENTATIONS AND WARRANTIES

The Service Provider represents and warrants:

- (a) It is not engaged in the sale or manufacture, either directly or indirectly, of anti-personnel mines or any components produced primarily for the operation thereof.
- (b) To ensure the respect of 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 exploitative child labour.

- (c) It is not engaged in any practice inconsistent with the rights set forth in the Convention on the Rights of the Child, including the requirement that children be protected from performing any work that is likely to be hazardous, to interfere with their education, or to be harmful to their health and development.
- (d) It respects the basic social rights and working conditions of its employees, servants, agents and sub-Service Providers.
- (e) There are no material claims or allegations outstanding against the Service Provider that might adversely affect the IFRC or its reputation.
- (f) The Company is not a terrorist organisation, nor does it finance or otherwise assist in the commission of terrorist acts by any individual or entity designated by the UN Security Council, pursuant to Security Council Resolution 1267 (1999) and 1989 (2011) or any other terrorism-related resolutions.

5. TITLE RIGHTS

- (a) During the term of this contract, the Service Provider shall disclose to the IFRC all ideas, inventions, business plans or any other materials developed by it during the term of this contract as a consequence of the Services provided to the IFRC by the Service Provider.
- (b) The IFRC shall be entitled to all property rights including but not limited to patents, copyrights and trademarks, with regard to material which bears a direct relation to, or is made in consequence of, the Services provided to the IFRC by the Service Provider. At the request of the IFRC, the Service Provider shall take all necessary steps, execute all necessary documents and generally assist in securing such property rights and transferring them to the IFRC in compliance with the requirements of applicable law.
- (c) All materials prepared as well as all data collected and processed in the course of the Service Provider's work for the IFRC is the property of the IFRC. Such information cannot be used by the Service Provider for any purpose, other than that agreed under the terms of this contract, without the prior written approval of the IFRC Secretary General or his/her designate.
- (d) Title to any equipment and supplies which may be furnished by the IFRC shall rest with the IFRC and any such equipment shall be returned to the IFRC as soon as possible, when no longer needed by the Service Provider. In any event, all equipment and supplies must be returned to the IFRC upon the termination or expiration of this contract. Such equipment, when returned to the IFRC, shall be in the same condition as when delivered to the Service Provider, subject to normal wear and tear. The Service Provider bears all responsibility for lost or damaged equipment and supplies.

6. TAX EXEMPTION

The Service Provider's fee shall reflect any tax exemption to which the IFRC is entitled by reason of any immunities which it enjoys. If it is subsequently determined that any taxes which have been included invoiced are not required to be paid, the IFRC shall deduct the amount from the service fee or, if it has paid any such taxes, it shall be refunded by the Service Provider.

7. DELAY

Without prejudice to clause 10 below, if the Services have not been completed during the agreed time period, any additional costs or damages incurred by the IFRC due to such delay may be withheld from any amounts owed to the Service Provider.

8. USE OF NAME AND LOGO

- (a) The Parties maintain sole authority over their respective names and logos (the "Signs"). The Service Provider is not authorized under this Agreement to make use of the IFRC's Signs, other than as explicitly agreed in writing by the IFRC.
- (b) Notwithstanding any other provision of this Agreement, it is clearly understood that any violation of this Article is grounds for immediate termination of this Agreement.

9. CONFLICTS OF INTEREST, FRAUD, CORRUPTION, MISUSE OF FUNDS

- (a) The Service Provider shall maintain appropriate standards of conduct and control mechanisms to minimise the risk of conflicts of interest, fraudulent or corrupt conduct or other misuse of funds.

The standards of conduct shall govern the performance of Service Provider personnel, consultants, and others engaged by the Service Provider to provide the Services. The Service Provider shall ensure that its contractors, suppliers and any other third parties involved with providing the Services are bound by the same standards of conduct.

- (b) The Service Provider shall investigate and take rapid action, including preventative measures, in response to any substantiated allegation of conflict of interest, fraud, corruption or misuse of resources in accordance with applicable rules, regulations, policies and laws.
- (c) The Service Provider shall immediately inform the IFRC of any substantiated allegations and any actions or measures taken, including the findings of investigations and related sanctions.
- (d) In the event that the Service Provider fails to investigate, or the IFRC is not satisfied with the investigation, the Service Provider consents in advance to the IFRC commissioning an investigation and will provide the IFRC with access to all relevant documents and other records.
- (e) The Service Provider shall repay to the IFRC any funds which are found to have been misused, without prejudice to any other remedies available to the IFRC.

10. TERMINATION OF CONTRACT

- (a) **The Contract shall have an option to renew for a further period as per the discussion and agreement of both parties, reckoned from the Termination date provided that notice to the supplier of the intention to exercise this option is given in writing, at least one month before the Termination date.**
- (b) **This contract may be terminated at any time by either party before the expiry date of the contract by giving written notice to the other party. The period of notice shall be 30 days.**
- (c) This contract may be terminated by the IFRC with immediate effect at any time if the Service Provider has breached any of its contractual obligations with the IFRC or if in the reasonable opinion of the IFRC the Service Provider has brought or is reasonably likely to bring the International Red Cross and Red Crescent Movement's reputation into disrepute.
- (d) In the event of the contract being terminated prior to its due expiry date in this way, the Service Provider shall be compensated on a *pro rata* basis for no more than the actual amount of work performed to the satisfaction of the IFRC up to the effective date of termination. Where all or part of the service fee has been paid in advance to the Service Provider, the Service Provider shall reimburse the IFRC *pro rata* for any advance service fee covering the remainder of the term of the contract, as from the effective date of termination. Additional costs or damages incurred by the IFRC resulting from the termination of the contract by the Service Provider or by the IFRC in accordance with para (b) above, may be withheld from any amount otherwise due to the Service Provider by the IFRC.

11. BANKRUPTCY

Should the Service Provider file any petition for bankruptcy, or should the Service Provider make a general assignment for the benefit of its creditors, or should a receiver be appointed on account of the Service Provider's insolvency, the IFRC may under the terms of this contract, terminate the same forthwith by giving the Service Provider written notice of such termination

12. 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, or within the control of either party, and which neither party is able to overcome. As soon as possible after the occurrence of the force majeure

and within not more than 15 days, the Service Provider shall give notice and full particulars in writing to the IFRC of such force majeure if the Service Provider is thereby rendered unable, wholly or in part, to perform his obligations and meet his responsibilities under this Contract. The IFRC shall then have the right to terminate the Contract by giving in writing seven days' notice of termination to the Service Provider, and the Service Provider shall return any deposit paid by the IFRC.

13. INDEMNIFICATION AND INSURANCE

- (a) The Service Provider shall indemnify, hold harmless and defend at its own expense the IFRC, its officers, agents, employees and volunteers from and against all suits, claims, demands and liability of any nature or kind, including costs and expenses, arising out of acts or omissions of the Service Provider or its employees in the performance of this contract.
- (b) The Service Provider shall provide and thereafter maintain for the duration of this contract and any extension thereof all appropriate insurance and furnish proof to the satisfaction of the IFRC of adequate liability insurance (including, as relevant, employer's liability insurance, comprehensive general liability insurance, automobile liability insurance and professional liability insurance). The Service Provider shall further provide such health and medical insurance for its agents or employees as the Service Provider may consider advisable.

14. LIABILITY

The Service Provider is expected to fulfil its obligations under this contract in a professional and competent manner. The Service Provider shall be liable for any loss or damage suffered by the IFRC as a result of the Service Provider breaching its obligations under this contract including the obligation to provide Services in a professional and competent manner. This liability is not restricted to cases where negligence can be proved and covers both direct and indirect losses.

15. OFFICIALS NOT TO BENEFIT

The Service Provider represents and warrants that no official of the IFRC has been, or shall be, admitted by the Service Provider to any direct or indirect benefit arising from this contract or the award thereof. The Service Provider agrees that breach of this provision is a breach of an essential term of this contract.

16. AMENDMENTS AND ASSIGNMENTS

No change in or modification of this contract shall be made except by prior written agreement between the Service Provider and the IFRC's authorised representative. The Service Provider shall not assign, transfer, pledge, sub-contract or make other disposition of this contract or any part thereof, or of any the Service Provider's rights, claims or obligations under this contract except with the prior written consent of the IFRC.

17. DISPUTE RESOLUTION

Any dispute, controversy or claim arising out of or relating to this contract, or the breach, termination or invalidity thereof, that is not amicably settled by the Parties within one (1) month shall be settled by arbitration to the exclusion of the jurisdiction of local courts.

The arbitration shall be held in accordance with the United Nations Commission on International Trade Law (UNCITRAL) arbitration rules at present in force of which the Parties have taken due notice. The language of arbitration shall be English and the place of arbitration Geneva, Switzerland. The arbitral tribunal shall have no authority to award punitive damages. The arbitral award shall be binding and final.

18. GOVERNING LAW

This contract shall be governed by Swiss law.

19. IFRC PRIVILEGES AND IMMUNITIES

Nothing in or relating to this contract shall constitute or be deemed a waiver, express or implied, of any of the privileges and immunities of the International Federation of Red Cross and Red Crescent Societies.