RDRS Bangladesh

TENDER DOCUMENTS

TO:

Name and address:

Date of issue:	17 September 2026
Tender no.:	RDRS/SELA-RHC/PROJECT-TAB/2026/01
Package Details:	Supply of 1,000 (One Thousand) Units of Tablet with Charger (original manufacturer/OEM charger), Protector & Flip Cover
Closing date:	18-October-2026 by 11.00 AM
Tender opening:	18-October-2026 by 12.00 PM
Contracting Authority:	RDRS Bangladesh **Contact person:** Name: Md. Ashraful Azim Mahbub Mor Designation: Sr. Officer Procurement and Store Tel/Mob. No.: 02-58951802, 58957071 Email: ashraful@rdrsbangladesh.org

RDRS BANGLADESH INVITES YOU TO TENDER FOR SUPPLY AND DELIVERY OF GOODS

Please find enclosed the following documents, which constitute the tender document:

A – Instructions to tenderers

B – Draft Contract including Annexes:

- Annex 1: Technical data form (to be completed by the tenderer)
- Annex 2: Tender Submission form (to be completed by the tenderer)
- Annex 3: General Terms and Conditions for Supply Contracts
- Annex 4: Code of Conduct for Contractor

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A. Instructions to tenderer

A.1 Scope of supply and related services

The subject of the contract is the supply & related services by the tenderer of the following supplies

Item/ Package	Description	Quantity	Required delivery date
1	Tablet with Charger (original manufacturer/ OEM charger), Protector & Flip Covers	1,000 pcs	22-Nov-2026

The supplies to be purchased are for use by the Contracting Authority in its SELA-RHC Project in Cox's Bazar of RDRS Bangladesh.

The supplies are described in more details in the Technical Data form, Annex 1.

a) Delivery

The above supplies shall be delivered to Cox's Bazar, Bangladesh as per above required delivery time. Detailed address will be shared with awarded tenderer.

b) Specifications

The supplies must comply fully with the technical specifications set out in the tender documents (technical data form, Annex 1) and conform in all respects with the quantities, models, samples, measurements and other instructions.

c) After sales service

The tenderer shall ensure availability of local after sales service and warranty service in Dhaka/Cox's Bazar (which is applicable) and must provide contact details and a description of the local representative responsible for providing after sales service.

A.2 Cost of Tender

The tenderer shall bear all costs associated with the preparation and submission of his tender and the Contracting Authority will in no case be responsible or liable for these costs, regardless of the conduct or outcome of the tender process.

A.3 Clarification of tender documents and additional information

Tenderers may submit questions in email no later than the date specified in the timetable in clause A.4, specifying the tender no. and the contract title. Information regarding interpretation of this Invitation to tender must be requested in via email to the Contracting Authority's contact person(ashraful@rdrsbangladesh.org).

Tenderers are not allowed to approach the Contracting Authority for verbal clarification.

Any clarification of the tender document given by the Contracting Authority will be clarified during the pre-bid meeting as specified in the timetable and will be available in the online tender document folder two working days after the pre-bid meeting.

Any prospective tenderer seeking to arrange individual meetings during the tender period with either the Contracting Authority and/or any other organization with which the Contracting Authority is associated or linked may be excluded from the tender procedure.

A.4 Planned timetable

The Contracting Authority reserves the right to alter the dates and time in the following timetable, in which case all tenderers will be informed in writing, and a new timetable will be provided.

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Particulars	Date	Time
Deadline for request for any clarifications from the Contracting Authority.	<01-Oct-2026>	<02:30 PM>
Online Pre-Bid meeting	<08-Oct-2026>	<02:30 PM>
Last date on which clarifications are issued by contracting authority (if any) through additional prescribed documents.	<013-Oct-2026>	<04:00 PM>
Deadline for submission of tenders (closing date)	<18-Oct-2026>	<11:00 AM>
Tender opening session	<18-Oct-2026>	<12:00 PM>
Contract award	<29-Oct-2026>	<04:00 PM>
Contract start	<05-Nov-2026>	<09:00 AM>

A.5 Eligibility and qualification requirements

- Tenderers shall possess the necessary professional and technical qualifications and competence, financial resources, equipment and other physical facilities, managerial capability, specific experience, reputation, and the personnel, to perform the contract,
- Tenderers shall have the legal capacity to enter into the Contract under the Applicable Law.
- Tenderers shall be enrolled in the relevant professional or trade organisations registered in Bangladesh.
- Tenderers shall have fulfilled its obligations to pay taxes under the provisions of laws and regulations of Bangladesh.
- Tenderers shall have the following minimum level of supply experience to qualify for supplying the Goods and related Services under the contract:
  - At least three (3) years of experience in the supply of tablets, computers, IT equipment or similar electronic equipment.
  - The Tenderer shall submit evidence of at least two (2) recent purchase orders, contracts or completion certificates demonstrating relevant supply experience.

Tenderers are not eligible if they are in one of the situations listed in clause 15 of the General Terms and Conditions for Supply Contracts.

Tenderers shall in the Tender Submission Form attest that they meet the above eligibility criteria. If required by the Contracting Authority, the tenderer, which tender is accepted shall further provide evidence satisfactory to the Contracting Authority of its eligibility through certificates issued by competent authorities in its country of establishment or operation, or, if such certificates are not available, through a sworn statement.

Tenderers are also requested to certify that they comply with the Code of Conduct.

To give evidence of their capability and adequate resources tenderers shall provide the information and the documents requested in the tender documents.

A.6 Exclusion from award of contracts

Contracts may not be awarded to tenderers who, during the procurement procedure:

(a) are subject to conflict of interest; and/or
(b) are guilty of misrepresentation in supplying the information required as a condition of participation and eligibility in the tender procedure or fail to supply this information.

A.7 Language of Tenders

The tenders, all correspondence and documents related to the tender exchanged by the tenderer and the Contracting Authority must be written in English. Supporting documents and printed literature furnished by the tenderer must be in English. If any of the document is in Bangla in such that/those should be translated in English and notarized.

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A.8 Documents comprising the Tender

The tenderer shall complete and submit the following documents with his tender:

a) Tender submission form (Annex 2) with supporting documents
b) Technical data form (Annex 1) with supporting documents

The following documents shall in addition be submitted with the tender

c) Manufacturer's authorization of dealership/distributorship/partnership
d) Copies of tenderer's audited financial statement for the last three years.
e) Certificate of origin
f) Tenderer's company registration certificate
g) Tender guarantee (01% of the tender value)
h) Offer for after-sales services
i) Valid & updated Trade License, VAT registration certificate, TIN certificate, Tax clearance certificate, NID of the proprietor/Managing Director/ Bank solvency certificate with latest Bank statement at least for 6 (six) months.
j) and other relevant information that should be made known to the Contracting Authority.

A.9 Tender Guarantee

The Tenderer shall submit a Tender Guarantee equivalent to 01% (one percent) of the total Tender Price, to be transferred online to the below mentioned RDRS Bangladesh Bank account and must attach proof of transfer on the tender submission documents.

Account Name: RDRS Bangladesh
Bank: Southeast Bank Limited
Branch: Rangpur Branch
Account No.: 003713100000275
Routing No.: 205851454

The Tender Security may be forfeited if a Tenderer:

(a) modifies, substitutes or withdraws its Tender after submission.
(b) refuses to accept a Notification of Award.
(c) fails to furnish Performance Security, as stated in the tender document.
(d) refuses to sign the Contract.
(e) does not accept the correction of the Tender price following the correction of arithmetic errors.

A.10 Price

The price quoted by the supplier shall not be subject to adjustments except as otherwise provided in the conditions of the Contract.

Price shall be quoted in BDT including applicable tax, transport, loading/unloading, toll and all other cost.

The Contracting Authority shall pay the successful Supplier for the supplies ordered and delivered under the Purchase Contract, duly signed by both Parties, in accordance with the terms and conditions of this Tender Document and the Contract. The amount payable shall be calculated based on the actual quantity of supplies ordered by the Contracting Authority and duly delivered and accepted by the Contracting Authority, at the unit prices and/or rates specified in the Contract.

The Contractor guarantees that the price specified in this Tender Document, is the maximum price that shall remain firm and shall not be increased during the entire term of the Contract, provided however, that in the event that the successful supplier is able to offer the Contracting Authority a discounted price on placement of bulk contracts, the unit price shall be reduced for specific contracts.

Applicable VAT and Withholding Tax shall be deducted at source from payments in accordance with the prevailing Government rules. The Tenderer shall separately state the applicable VAT rate in its Financial Offer.

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A.11 Validity

Tenders shall remain valid and open for acceptance for 90 days after the closing date for the submission of tenders.

Prior to the expiry of the original tender validity period, the Contracting Authority may ask tenderers in writing to extend this period.

Tenderers that agree to do so will not be permitted to modify their tenders. If they refuse, their participation in the tender procedure will be terminated.

A.12 Submission of tenders and closing date

Tenders must be received at the designated RDRS Bangladesh procurement email address, **procurement.sela.rhc@rdrsbangladesh.org** no later than the **closing date and time specified in the Tender Timetable under Article A.4**.

The date and time of receipt recorded by the designated email system shall be considered the official time of submission, subject to the provisions of the Tender Document.

Any Tender received after the specified closing date and time shall be considered late and shall not be considered for evaluation. RDRS Bangladesh shall not be responsible for delays arising from email transmission, internet connectivity, file-upload issues, or other circumstances beyond its control.

Electronic Submission: File Size and Cloud Storage

Tenderers may submit the Tender Documents and required supporting documents as email attachments, subject to a **maximum total attachment size of 20 MB per email**.

Where the complete Tender Documents and/or supporting documents exceed the **20 MB** email attachment limit, the Tenderer shall upload the complete set of documents to a secure **Google Drive, Microsoft OneDrive, or equivalent cloud storage facility** and provide a direct, accessible share link in the tender submission email.

The Tenderer shall ensure that:

1. **All required documents** specified in the Tender Document are uploaded and included in the submission;
2. The shared link remains **valid and accessible without requiring additional permission or approval** from the Tenderer during the tender evaluation period;
3. The documents available through the link are **identical to the documents intended to form part of the Tender submission**;
4. The link and all submitted documents are provided **before the specified tender submission deadline**; and
5. The Tenderer is solely responsible for the **accuracy, completeness, accessibility and security** of documents submitted through the cloud link.

RDRS Bangladesh shall not be responsible for any delay, inability to access, corrupted file, expired link, restricted permission, or missing document arising from the Tenderer's use of a cloud-storage link. **Documents that cannot be accessed or verified by RDRS Bangladesh by the tender submission deadline may be treated as not having been submitted**, subject to the applicable provisions of the Tender Document and procurement rules.

A.13 Tender opening and evaluation

Tenders shall be opened **immediately after the deadline for submission** at the time specified in the Tender Document.

For bidders wishing to participate online or in person the **online tender opening meeting link** & **office address** will be provided in the tenderer email address & also available in designated tender Document folder at **9:30 AM on the tender opening date**. Interested bidders may join the online meeting using the provided link or in person to the provided address.

The tender opening shall proceed at the scheduled time regardless of whether individual bidders or their representatives are present or able to join the online meeting.

Tender Evaluation

Tender shall be evaluated based on terms and conditions laid down in this Document.

A Tender that fails to meet any of the mandatory requirements specified in the Tender Document shall be considered non-responsive and shall not subsequently be made responsive by correction or modification of the Tender.

The Procuring Entity may request clarification of a Tender, including a breakdown of unit rates, to facilitate its evaluation. Failure to provide the requested clarification within the specified time shall render the Tender non-responsive.

The Procuring Entity shall correct any arithmetic errors identified during the examination of Tenders and notify the concerned Tenderer accordingly. If the Tenderer does not accept the corrected Tender amount, the Tender shall be considered non-responsive.

A.14 Award of Contract

The Procuring Entity shall award the Contract to the Tenderer whose Tender is responsive to all the requirements of the Tender Document and that has been determined to be the successful lowest evaluated Tender, provided further that the Tenderer is determined to be post-qualified.

Prior to the expiry of the Tender Validity period and within one (1) week of receipt of the approval of the award by the Approving Authority, the Procuring Entity shall issue the Notification of Award (NOA) to the successful Tenderer attaching the contract as per the sample. The NOA shall be accepted in writing by the successful Tenderer within seven (7) working days from the date of its issuance. Until a formal contract is signed, the NOA shall constitute a Contract, which shall become binding upon the furnishing of a Performance Security and the signing of the Contract by both parties.

Performance Security shall be furnished by the successful Tenderer in BDT currency, of the amount as specified in the Tender Document, in the form of a Bank Draft, Pay Order in favor of RDRS Bangladesh, issued by any scheduled Bank of Bangladesh within seven (07) days from the date of acceptance of the NOA but not later than the date specified therein, for due performance of the Contract. Performance Security shall be required to be valid until a date sixty (60) days beyond the date of completion of the Supplier's performance obligations under the Contract, including any warranty obligations.

The Procuring Entity shall verify the authenticity of the Performance Security submitted by the successful Tenderer by sending a written request to the branch of the bank issuing the Pay Order, Bank Draft.

A.15 Signature and entry into force of the Contract

Prior to the expiration of the period of the tender validity, the Contracting Authority will inform the successful tenderer in writing that its tender has been accepted and inform the non-successful tenderers in writing about the result of the evaluation process.

Within seven (7) days of receipt of the contract, not yet signed by the Contracting Authority, the successful tenderer must sign and date the contract and return it, With the performance guarantee, to the Contracting Authority. On signing the contract, and subject to the provision of a valid performance guarantee, the successful tenderer will become the Contractor, and the contract will enter into force once signed by the Contracting Authority.

If the successful tenderer fails to sign and return the contract and the performance guarantee within the days stipulated, the Contracting Authority may consider the acceptance of the tender to be cancelled without prejudice to the Contracting Authority's right to Seize the tender guarantee, claim compensation or pursue any other remedy in respect of such failure, and the successful tenderer will have no claim whatsoever on the Contracting Authority.

A.16 Performance guarantee

Within 7 days of receipt of the Contract from the Contracting Authority, the successful Tenderer shall, furnish a performance guarantee in accordance with Article B.11 of the Draft Contract.

A.17 Cancellation for convenience

The Contracting Authority may for its own convenience and without charge or liability cancel the tender process at any stage.

B. DRAFT CONTRACT

CONTRACT TITLE: Supply of Tablet with Charger (original manufacturer/OEM charger), Protector and Flip Cover

Instructions to candidates: at this stage of the Tender this document is for your information and intended to make you aware of the contractual provisions. The information missing in this document will be filled in when a Contractor has been selected, and the "draft" Contract will then become the "final" Contract" between the Contracting Authority and the successful Contractor.

- Contract no.: <Number>
- <Insert name and address> ("The Contracting Authority"), of the one part, and
- <Insert name and address of supplier>
- ("the Contractor")
- of the other part,
- have agreed as stipulated in the attached document.
- The Contract is done in English in <two> originals, <one> originals being for the Contracting Authority and one original being for the Contractor.

A.	B.
For the Contractor	For the Contracting Authority
Name:	Name:
Title:	Title:
Signature:	Signature:
Date:	Date:

Special Conditions

B.1 Scope of Supply (Option: And related services)

The subject of the Contract is the supply and delivery of **1,000 (one thousand) tablets with original manufacturer/OEM chargers, protectors and flip covers**, together with the applicable after-sales service and warranty support, as described in the Technical Data Form (Annex 1).

The Contractor shall supply and deliver the Goods in accordance with the quantities, specifications, delivery schedule, destination and other requirements specified in this Tender Document and the Contract.

The Contractor shall ensure that all Goods supplied are **new, unused, genuine and original**, and conform fully to the approved technical specifications and the manufacturer's applicable warranty conditions.

The Contractor shall provide all necessary manuals, warranty documentation, accessories and supporting documents required under the Contract.

Manuals

The Contractor shall provide a maintenance manual and an instruction/user manual in English with the supplies, either inside each product box or through an official digital download facility.

B.2 Commencement Date

The Contract shall enter into force upon signature by both Parties and submission of the Performance Guarantee by the Contractor, and shall commence on **05 November 2026**, unless otherwise agreed in writing by the Contracting Authority.

B.3 Expiry Date

The Contract shall expire upon completion and acceptance of the supply and delivery obligations, including fulfillment of the applicable warranty and after-sales service obligations, unless terminated earlier in accordance with the provisions of the Contract.

B.4 Delivery

The Contractor shall bear all risks relating to the goods until provisional acceptance at destination. The supplies shall be packaged so as to prevent their damage or deterioration in transit until arrival at their destination.

B.5 Packing Instructions

The supplies shall be contained or packed in a manner adequate to protect the supplies while in transit to the consignee. The Contractor shall be responsible for any damage or loss, which has resulted from faulty or inadequate packing. The Contractor warrants that the cost of packing is included in the cost offered for the items.

Extra freight costs to destination due to excess weight/volume compared to the weight/volume stated in the contract shall be borne by the Contractor.

B.6 Price

The Contracting Authority shall pay the Contractor for each purchase order issued and supplies delivered in accordance with the terms of this contract, a sum which shall be based on the supplies ordered by the Contracting Authority and delivered by the Contractor, at the price

specified in this contract.

By signing this contract, the Contractor certifies that the Contracting Authority, for transactions resulting from this contract is not being charged more than other clients for similar supplies and similar bulk orders and within similar circumstances.

B.7 (Option: Insurance)

It is the responsibility of the Contractor to issue a transport insurance covering transport to point of delivery at the designated delivery point.

B.8 Payment

Payment shall be made in BDT by Account payee cheque or Bank transfer to the following Account:

Account Number:

Name of Bank:

Address of Bank:

Account Name:

100% payment will be made by the Contracting Authority within 30 days after delivery, inspection/acceptance and receipt of complete documents and upon receipt of the following documents:

- Invoice
- Challan
- Warranty Certificate
- After sales service certificate
- Supply completion Report

B.9 Warranty

The Contractor will meet without limitation the warranty obligations as stated in the General Terms and Conditions for Supply contract.

B.10 Order of precedence of contract documents

The contract is made up of the following documents, in order of precedence:

1. This contract
2. Technical Data Form (Annex 1) including clarifications before the deadline for submission of tenders, and
3. The Contractors technical offer, including clarification from the Contractor provided during the evaluation
4. Tender Submission Form (Annex 2)
5. The General Terms and Conditions for Supply Contracts
6. The Code of Conduct for Suppliers (Annex 4)
7. Performance Guarantee (Bank Draft or Pay Order)

The various documents making up the contract shall be deemed to be mutually explanatory; in cases of ambiguity or divergence, they should be read in the order in which they appear above.

B.11 Performance guarantee

The Contractor shall, together with the return of the countersigned Contract, furnish the Contracting Authority with a Performance Guarantee for the full and proper execution of the Contract.

The amount of the Performance Guarantee shall be **3% (three percent) of the total Contract value**. The Performance Guarantee shall be in the form of a **Bank Draft or Pay Order issued by a scheduled bank in Bangladesh in favor of RDRS Bangladesh**.

The Performance Guarantee shall remain valid until the Contractor has fully and properly performed its contractual obligations, including delivery, inspection and acceptance of the Goods and any obligations specifically required to be completed before release of the guarantee.

Subject to satisfactory completion and acceptance of the Contractor's contractual obligations, the Performance Guarantee shall be released by RDRS Bangladesh **within 60 days after the date of final acceptance of the Goods**, provided that there are no outstanding contractual claims, defects or liabilities attributable to the Contractor.

RDRS Bangladesh reserves the right to call upon the Performance Guarantee in accordance with the Contract where the Contractor fails to perform its contractual obligations.

B.12 Language

The language of the Contract (Option: The Purchase Order) and of all written communications between the Contractor and the Contracting Authority shall be English.

Notices

Any written communication relating to this contract between the Contracting Authority and the Contractor must state the contract title and contract number, and must be sent by post, fax, e-mail or by hand to the addresses identified in this contract.

ANNEX 1: TECHNICAL DATA FORM

Tenderers are requested to complete the following template for Tablet with Charger (original manufacturer/ OEM charger), Protector and Flip Cover.

The following technical specifications are provided in the format of a checklist. They are compulsory as a minimum standard and will be the only basis for the evaluators to assess the technical compliance of the equipment presented in the tenders. Deviations from the specifications may be considered only if deemed to be in the best interest of the Contracting Authority.

Manufacturers' names, catalogue numbers and model designations appearing in the list are for reference only. Tenders for other equipment that is equal in function, quality and performance to that listed will be given full consideration.

To ensure no specification is inadvertently omitted, use the checklist as a guiding framework when preparing your tender.

Item no.:	Parameter	Characteristics (Contracting Authorities minimum requirement)	Comply (Yes / No)	Deviation, if any, to be described in this column
	Network Technology	GSM/HSPA/LTE		
	Display	TFT or better; Size: minimum 11-inch; Resolution: minimum 1920 × 1200 pixels; Aspect ratio: 16:10; Refresh rate: minimum 90 Hz.		
	Processor	Octa-core processor with minimum clock speed of 2.0 GHz, or equivalent/better performance.		
	Storage	RAM: minimum 6 GB; Internal Storage: minimum 128 GB; External Storage: microSD support.		
	Camera	Rear- 8MP wide AF (F2.0), Front- 5 MP wide AF (F2.2)		
	Video	Playing Format- MP4, M4V, 3GP, 3G2, AVI, FLV, MKV, WEBM etc. Playing Resolution- UHD 4K (3840x2160) @30fps		
	Audio	Playing Format- MP3, M4A, 3GA, AAC, OGG, OGA, WAV, AMR, AWB, FLAC, MID, MIDI, XMF, MXMF, IMY, RTTTL, RTX, OTA, etc Speaker- YES, MIC-2, Ear jack-3.5		
	Connectivity	Wi-Fi- Wi-Fi 5, Bluetooth- Bluetooth 5.3, Location Technology- GPS, GLONASS, BeiDou, Galileo and QZSS. USB Type-C,		
	Battery	Li-Po battery, minimum 7,000 mAh		
	Software	Android 16 or higher, with official manufacturer-supported software/security updates and official free upgrade capability where provided by the manufacturer. Google Play Store pre-installed.		
	Warranty	Minimum 24 months comprehensive manufacturer/supplier warranty from the date of final acceptance. Tenderer shall state the warranty coverage, exclusions and claim procedure.		
	Additional Items	Charger (original manufacturer/OEM charger), Flip Cover, Protector.		
	After-Sales Services	After-Sales Service: Minimum 24 months		

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Annex 2: Tender submission form

Submitted by (name of company):	
Contact Person:	

PRICE SCHEDULE (Price and currency in BDT to be inserted by tenderer)

Item	Description of supplies	Qty	Currency: [BDT]	
			Unit Price incl. Tax	Total Price incl. Tax
1	Tablet with Charger (original manufacturer/OEM charger), Protector & Flip Cover	1000 pcs		
2	VAT			
Including Vat & Tax				
In words (Total)				

Information required by the Contracting Authority:	Information to be entered by tenderer in the below columns:

(Option: After-sales service and warranty service)	
Full contact details of the local after-sales service.	
Country of Origin	
Delivery date	

Company information	
Parent company (legal name)	
Street name and no.	
City	
Postal code	
Country	
Phone Number	
Email	
Website	
Sales Manager (name)	
Director (Name)	
Other contact (Title and Name)	
Does your company have a Code of Conduct?	

(General company information)	
(Nature of business – please enclose complete product information in English.)	
(Year of Establishment)	
(Licensing Authority)	

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References				
Name and country of customer	Type of contract	Value	Contact name	Phone and email

After having read your Invitation to Tender -01 for supply of 1000 pcs Tablet with Charger (original manufacturer/OEM charger), Protector and Flip Cover (>dated<17-Sep-2026>, and after having examined the Tender Document, I/we hereby offer to execute and complete the Contract in conformity with all conditions in the Tender dossier for the sum indicated in our financial proposal. On behalf of the company, we hereby;

- Accept, without restrictions, all the provisions in the Invitation to Tender, including General terms and Conditions for Supply contracts.
- Provided that a contract is issued by the Contracting Authority we hereby commit to furnish any or all items at the price offered and deliver the same to the designated points within the delivery time stated above.
- Certify and attest that we meet the eligibility criteria of the article stated in the Instructions to Tenderers.
- Certify and attest compliance with the Code of Conduct for Contractors.

The above declarations will become an integrated part of the contract, and misrepresentation will be regarded as grounds for termination.

- We certify that the goods have the origin stated above.
- Our tender is valid for a period of 90 days after the closing date in accordance with instructions to tenders.

Signed by:

The Tenderer	Contracting Authority
Name of the Company	Name of the Organization
Address	Address
Mobile/Telephone No	Mobile/Telephone No
Email	Email
Name of Contact person	Name of Contact person
Date	Date

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ANNEX 3: GENERAL TERMS AND CONDITIONS FOR SUPPLY CONTRACTS

DEFINITIONS

In these general terms and conditions, the terms:

a) "Purchase Order" and "Contract" are used interchangeably and also cover "purchase contract" and/or "supply contract" or any other contract, whatever its denomination, to which these general terms and conditions are made applicable,

b) "Seller" and "Contractor" are used interchangeably and shall also cover the term "Supplier" used in any contract as defined above.

c) "Buyer" and "Contracting Authority" are used interchangeably.

d) "Goods" and "supplies" are used interchangeably, to designate the supplies object of the Contract as defined above.

e) The Contracting Authority's "partners" are the organizations to which the Contracting Authority is associated or linked.

1. DELIVERY TERMS

Notwithstanding anything used in a purchase order or similar document, it is the responsibility of the Seller to obtain any export license or other governmental authorization for export.

2. PAYMENT

Payment will be as indicated in the purchase order.

Payment made by the Contracting Authority does not imply any acceptance of Goods or related services. Unless otherwise stated in the purchase order, prices are fixed.

3. INSPECTION AND ACCEPTANCE OF THE GOODS

3.1. All Goods shall be subject to inspection and testing by the Contracting Authority or its designated representatives, to the extent practicable, at all times and places, including the period of manufacture and, in any event, prior to formal acceptance by the Contracting Authority.

3.2. Neither the carrying out of any inspections of the Goods nor any failure to undertake any such inspections shall release the Seller of any of its warranties or the performance of any obligations under the Contract.

3.3. The Goods shall be taken over by the Contracting Authority when they have been delivered to final destination in accordance with the Contract, have satisfactorily passed the required tests, or have been successfully installed and commissioned as the case may be, and a certificate of acceptance has been issued.

3.4. Under no circumstances shall the Contracting Authority be required, or deemed to, accept any Goods that do not conform to the specifications or requirements of the Contract. The Contracting Authority may condition acceptance of the Goods to the successful completion of acceptance tests. In no case shall the Contracting Authority be obligated to accept any Goods unless and until the Contracting Authority has had a reasonable opportunity to (i) inspect the Goods following their delivery at final destination, (ii) proceed with and complete satisfactory tests, or (iii) be satisfied of installation and commissioning of the equipment, as the case may be, and whichever is the latest. Payment by the Contracting Authority does not imply acceptance of the Goods.

3.5. If the Contracting Authority fails to issue an acceptance certificate within a period of 30 days from actual delivery of the Goods at final destination, successful completion of the tests, successful installation and commissioning, whichever is the latest, the Contracting Authority shall be deemed to have issued the acceptance certificate on the last day of that 30-day period. The issue of the acceptance certificate shall not release the Seller of any of its warranties under the Contract,

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including those of article 4.

3.6. Notwithstanding any other rights of, or remedies available to, the Contracting Authority under the Contract, in case any of the Goods are defective or otherwise do not conform to the Contract, the Contracting Authority may, at its sole option, reject or refuse to accept the Goods, and the Seller shall promptly proceed in accordance with article 4.3.

4. WARRANTY OBLIGATIONS

4.1. Without limitation of any other warranties stated in or arising under the Contract, or resulting from statutory rights under applicable product liability law, the Seller warrants and represents that:

a) the Goods, including all packaging and packing thereof, conform to the specifications of the Contract, are fit for the purposes for which such Goods are ordinarily used and for the purposes expressly made known to the Seller, and shall be of even quality, free from faults and defects in design, material, manufacture and workmanship under normal use in the conditions prevailing in the country of final destination;

b) that the Goods are securely contained, packaged and marked, taking into consideration the mode(s) of shipment in a manner so as to protect the Goods during delivery to their ultimate destination;

c) if the Seller is not the original manufacturer of the Goods, the Seller shall provide the Contracting Authority with the benefit of all manufacturers' warranties in addition to the present warranties;

d) the Goods are of the quality, quantity and description required by the Contract;

e) the Goods are new and unused; and

f) the Goods are free from any right of claim by any third-party and unencumbered by any title or other rights, including any liens or security interests and claims of infringement of any intellectual property rights, including, but not limited to, patents, trademarks, copyright and trade secrets.

4.2. Unless provided otherwise in the Contract, all warranties shall remain fully valid for the period mentioned on the specification after acceptance of the Goods by the Contracting Authority.

4.3. During any period in which the Seller's warranties are effective, upon notice by the Contracting Authority that the Goods do not conform to the requirements of the Contract, the Seller shall promptly and at its own expense correct such non-conformities or, in case of its inability to do so, replace the defective Goods with goods of the same or better quality or fully reimburse the Contracting Authority for the purchase price paid for the defective goods including freight costs to the final destination. The Seller shall pay all costs relating to the repair or return of the Goods as well as the costs relating to the delivery to final site of any replacement goods to the Contracting Authority. If having been notified by any means, the Seller fails to remedy the defect within 30 days, the Contracting Authority may proceed to take such remedial action as may be necessary, at the seller's risk and expense and without prejudice to any other rights which the Contracting Authority may have against the Seller under the Contract.

4.4. The Seller shall indemnify and hold harmless the Contracting Authority from and against any and all suits, actions or administrative proceedings, claims and demands from third-parties, losses, damages, costs, and expenses of any nature, including legal fees and expenses, which the Contracting Authority may suffer as a result of any infringement by the Seller of the warranties specified in article 4.1.

5. AFTER SALES SERVICE

The Seller shall be able to handle requests from the Contracting Authority for technical assistance, maintenance, service and repairs of the Goods supplied as agreed on the submitted specification.

6. LIQUIDATED DAMAGES FOR DELAY

Subject to force majeure, if the Seller fails to deliver any of the Goods or to perform any of the services within the time period specified in the Contract, the Contracting Authority may, without prejudice to any other rights and remedies, deduct from the total price stipulated in the Contract an amount of 2.5% of the price of such goods for each commenced week of delay.

However, the ceiling of these penalties is 10% of the total Contract price.

7. FORCE MAJEURE

Neither Party shall be considered to be in default nor in breach of its obligations under the Contract if the performance of such obligations is prevented by any event of force majeure arising after the date of the Contract becomes effective.

For this Article, the term "force majeure" means acts of God, strikes, lock-outs or other industrial disturbances, acts of the public enemy, wars whether declared or not, blockades, insurrection, riots, epidemics, landslides, earthquakes, storms, lightning, floods, washouts, civil disturbances, explosions and any other similar unforeseeable events which are beyond the Parties' control and cannot be overcome by due diligence.

If either Party considers that any circumstances of force majeure have occurred which may affect performance of its obligations, it shall promptly notify the other Party and the Contracting Authority, giving details of the nature, the probable duration and the likely effect of the circumstances. Unless otherwise directed by the Contracting Authority in writing, the Seller shall continue to perform its obligations under the Contract as far as is reasonably practicable, and shall employ every reasonable alternative means to perform any obligations that the event of force majeure does not prevent it from performing. The Seller shall not employ such alternative means unless directed to do so by the Contracting Authority.

8. TERMINATION FOR CONVENIENCE

The Contracting Authority may, for its own convenience and without charge, cancel all or any part of the Contract. If the Contracting Authority terminates this Contract in whole or in part upon written notice to the Seller. The Contracting Authority shall be responsible for the actual costs incurred by the Seller as a direct result of such termination which are not recoverable by either (i) the sale of the goods affected to other parties within a reasonable time, or (ii) the exercise by the Seller, in a commercially reasonable manner, of other mitigation measures. Any claim by the Seller for such actual costs shall be deemed waived by the Seller unless submitted in writing to the Contracting Authority within thirty (30) calendar days after the Contracting Authority notified the Seller of the termination.

9. VARIATIONS

The Contracting Authority may at any time by written instruction vary the quantities of the Goods by 25 percent above or below the original Contract price. The Contracting Authority may also order variations including additions, omissions, substitutions, changes in quality, form, character, and kind of the Goods, related services to be provided by the Seller, as well as method of shipment, packing, place of delivery and sequence and timing of delivery. No order for a variation may result in the invalidation of the Contract, but if any such variation causes an increase or decrease in the price of or the time required for performance under this Contract, and except where a variation is necessitated by a default of the Seller, an equitable adjustment shall be made in the Contract price, or delivery schedule, or both, and the Contract shall be amended by way of an addendum. The unit prices used in the Seller's tender or quotation shall be applicable to the quantities procured under the variation.

10. APPLICABLE LAW AND DISPUTES

The Contract is governed by, and shall be construed in accordance with the laws of the country of establishment of the Contracting Authority.

Any dispute or breach of contract arising under this Contract shall be solved amicably if at all possible. If not possible and unless provided otherwise in the Contract, it shall be submitted to, and settled by, the competent court in the country of establishment of the Contracting Authority, in accordance with the national law of that country

11. REMEDIES FOR DEFAULT

11.1. The Seller shall be considered in default under the Contract if:

- he fails to deliver any or all of the Goods within the period specified in the Contract;
- he fails to perform any other obligations under the Contract;
- his declarations in respect of his eligibility (article 15) and/or in respect of article 13 (Child labour and forced labour), appear to have been untrue, or cease to be true;
- he engages in the practices described in article 16 (corrupt practices).

11.2. Upon occurrence of an event of Seller's default, and without prejudice to any other rights or remedies of the Contracting Authority under the Contract, the Contracting Authority shall be entitled to one or several of the following remedies:

- liquidated damages for delay under article 6;
- any of the remedies specified in article 4.3;
- refuse to accept all or part of the Goods;
- general damages;
- termination of the Contract.

11.3. Upon termination of the Contract by the Contracting Authority under this article, the Seller shall follow the Contracting Authority's instructions for immediate steps to bring to a close in a prompt and orderly manner the performance of any obligations under the Contract, in such a way as to reduce expenses to a minimum. The Contracting Authority shall have no other liability than paying the Seller the goods which have already been accepted in accordance with article 3, and shall be entitled to deduct from any such sums:

- any liquidated or general damages due by the Seller;
- and/or any sums due by the Seller under article 4.3;
- and/or any excess cost occasioned by a replacement procurement from other sources.

The Contracting Authority shall also be entitled to call any pre-financing or performance guarantee provided by the Seller under the Contract.

12. OFFICIALS

The Seller warrants that no official of the Contracting Authority and/or its partner has received or will be offered by the Seller any direct or indirect benefit arising from this Contract.

13. CHILD LABOUR AND FORCED LABOUR

The Seller warrants that it and its affiliates comply with the UN Convention on the Rights of the Child - UNGA Doc A/RES/44/25 (12 December 1989) with Annex – and that it or its affiliates has not made or will not make use of forced or compulsory labour as described in the Forced labour Convention and in the Abolition of Forced Labour Convention 105 of the International Labour Organization. Furthermore, the Seller warrants that it, and its affiliates, respect and uphold basic social rights and working conditions for their employees.

14. INELIGIBILITY

By signing the purchase order, the Seller certifies that he is NOT in one of the situations listed below:

- He is bankrupt or being wound up, is having his affairs administered by the courts, has entered into an arrangement with creditors, has suspended business activities, is the subject of proceedings concerning those matters, or is in any analogous situation arising from a similar procedure provided for in national legislation or regulations;
- He has been convicted of an offence concerning his professional conduct by a judgement that has the force of res judicata;

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- He has been guilty of grave professional misconduct proven by any means that the Contracting Authority can justify;
- He has not fulfilled 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 or with those of the country of the Contracting Authority or those of the country where the Contract is to be performed;
- He has been the subject of a judgement that has the force of res judicata for fraud, corruption, involvement in a criminal organization or any other illegal activity- a declaration from the awardee is required saying that it is not ever debarred by UN, BFIU or regulators on the ground of AML/CFT issues.
- Following another procurement procedure or grant award procedure financed by the European Community budget or other donor or following another procurement procedure carried out by the Contracting Authority or one of their partners, he has been declared to be in serious breach of contract for failure to comply with his contractual obligations.

15. CORRUPT PRACTICES

The Seller and his personnel shall refrain from performing, condoning or tolerating any corrupt, fraudulent, collusive or coercive practices, whether such practices are in relation with the performance of the Contract or not. "Corrupt practice" means the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value as an inducement or reward for doing or forbearing to do any act in relation to the Contract or any other contract with the Contracting Authority, or for showing favour or disfavour to any person in relation to the Contract or any other contract with the Contracting Authority.

The payments to the Contractor under the Contract shall constitute the only income or benefit the Seller may derive in connection with the Contract and neither he nor his personnel shall accept any commission, discount, allowance, indirect payment or other consideration in connection with, or in relation to, or in discharge of, his obligations under the Contract.

The execution of the Contract shall not give rise to unusual commercial expenses. Unusual commercial expenses are commissions not mentioned in the Contract or not stemming from a properly concluded contract referring to the Contract, commissions not paid in return for any actual and legitimate service, commissions remitted to a tax haven, commissions paid to a recipient who is not clearly identified or commission paid to a company which has every appearance of being a front company.

16. DISCRETION AND CONFIDENTIALITY

The Seller shall treat all documents and information received in connection with the contract as private and confidential, and shall not, save in so far as may be necessary for the purposes of the performance thereof, publish or disclose any particulars of the contract or the project without the prior consent in writing of the Contracting Authority. It shall, in particular, refrain from making any public statements concerning the project or the delivery without the prior approval of the Contracting Authority.

17. CHECKS AND AUDITS

The Seller shall permit the Contracting Authority or its representative to inspect, at any time, records including financial and accounting documents and to make copies thereof and shall permit the Contracting Authority or any person authorized by it, including the European Commission, the European Anti-Fraud Office and the Court of Auditors in case the Contract is financed by the European Community budget, at any time, to have access to its financial accounting documents and to audit such records and accounts both during and after the implementation of the Contract. In particular, the Contracting Authority may carry out whatever documentary or on-the-spot checks it deems necessary to find evidence in case of suspected unusual commercial expenses.

Annex 4: Code of Conduct for Contractors

- Ethical Principles and Standards

By this Code of Conduct, the Contracting Authority applies ethics to procurement. We expect our contractors to act socially and environmentally responsible and actively work for the implementation of the standards and principles in this Code of Conduct. The code is applicable for all our contractors who supply goods, services and works to our operations and projects.

General Conditions

The Code of Conduct defines the ethical requirements and standards for our contractors, whom we expect to sign and respect the code, and work actively towards the implementation hereof. By signing the Code of Conduct contractors agree to place ethics central to their business activities.

The provision of the ethical standards constitutes minimum rather than maximum standards. National laws shall be complied with, and where the provisions of law and the Contracting Authority's standards address the same subject, the highest standard shall apply.

It is the responsibility of the Contractor to assure that their contractors comply with the ethical requirements and standards set forth in this Code of Conduct.

The Contracting Authority acknowledge that implementing ethical standards and ensuring ethical behaviour in our supply chain is a continuous process and a long term commitment for which we also have a responsibility. In order to achieve high ethical standards for procurement we are willing to engage in dialogue and collaboration with our contractors. In addition, we expect our contractors to be open and willing to engage in dialogue with us to implement ethical standards for their businesses. Unwillingness to co-operate or serious violations of the Code of Conduct will lead to termination of contracts.

Human Rights and Labour Rights

Contractors must at all times protect and promote human- and labour rights and work actively to address issues of concern. As a minimum they are obliged to comply with the following ethical standards:

Respect for Human Rights

The basic principles of the Universal Human Rights are that all human beings are born free and equal in dignity and in rights, and everyone has the right to life, liberty and security of the person. Contractors must not flaunt their responsibility to uphold and promote the Human Rights toward employees and the community in which they operate.

- Non exploitation of Child Labour
  Contractors must not engage in the exploitation of child labour and contractors must take the necessary steps to prevent the employment of child labour. A child is defined as a person under the age of 18 and children shall not be engaged in labour that compromise their health, safety, mental and social development, and schooling. Children under the age of 15 may not be engaged in regular work, but children above the age in light work if it does not interfere with compulsory schooling and is not harmful to their health and development.

m. moreshede

- Employment is freely chosen
  Contractors must not make use of forced or bonded labour and must respect worker's freedom to leave their employer.

- Freedom of association and the right to collective bargaining
  Contractors must recognise workers right to join or form trade unions and bargain collectively, and should adopt an open attitude towards the activities of trade unions (even if this is restricted under national law).

- Living wages are paid
  As a minimum, national minimum wage standards must be met by contractors. Additionally, a living wage must be provided. A living wage is contextual, but must always meet basic needs such as food, shelter, clothing, health care and schooling and provide a discretionary income - which is not always the case with a formal minimum wage.

- No discrimination in employment
  Contractors must not practice discrimination in hiring, salaries, job termination, retiring, and access to training or promotion - based on race, national origin, caste, gender, sexual orientation, political affiliation, disability, marital status, or HIV/AIDS status.

- No harsh or inhumane treatment of employees
  The use of physical abuse, disciplinary punishment, sexual abuse, the threat of sexual and physical abuse, and other forms of intimidation may never be practiced by contractors

SEA and Safeguarding The contractor/supplier and its employees, staff and/or subcontractors shall not be involved in any sexual exploitation or abuse. The contractor/supplier shall take all appropriate measures to (1) prevent sexual exploitation or abuse of anyone by its employees or any other persons engaged and controlled by the Contractor to perform any services under the Contract, and (2) take corrective action when an SEA incident occurs. The contractor/supplier hereby commits to report to RDRS Complaint Box or Email to helpline@rdrsbangladesh.org or call the Helpline number: +880-1730328328 for any incident of SEA. Any breach of the provision by the Contractor shall entitle RDRS Bangladesh to terminate the contract with immediate effect."

For the purposes hereof, the following definitions shall be used.

Sexual exploitation means any actual or attempted abuse of a position of vulnerability, differential power, or trust, for sexual purposes, including, but not limited to, profiting monetarily, socially or politically from the sexual exploitation of another.

Sexual abuse means the actual or threatened physical intrusion of a sexual nature, whether by force or under unequal or coercive conditions.

- Working conditions are safe and hygienic
  Contractors must take adequate steps to provide a safe and hygienic working environment. Additionally, worker's safety must be a priority and adequate steps must be taken to prevent accidents and injury to health associated with or occurring in the course of work.

- Working hours are not excessive
  Contractors must ensure that working hours comply with national law and international standards. A working week of 7 days should not exceed 48 hours and employees must have one day off per week. Overtime shall be compensated, limited and voluntary.

- Regular employment is provided
  All Work performed must be on the basis of a recognised employment relationship established through national law. Contractors must protect vulnerable group's regular employment under these laws and conventions and must provide workers with a written contract.

Transport and Cargo

Transport and cargo providers must comply with the abovementioned ethical standards and additionally not be engaged in transport activities which initiate, sustain, and/or exacerbate conflict or other illegal activities. If a contractor is arranging transport, the contractor should ensure that the transport provider has ethical standards in place and is not engaged in transport of illicit or illegal goods.

Protection of the Environment

The Contracting Authority wishes to minimise the environmental damages applied to nature via our procurement activities and we expect our suppliers and contractors to act in an environmentally responsible manner. This involves respecting applicable national and international environmental legislation.

As a minimum, contractors should address issues related to proper waste management, insuring recycling, conservation of scarce resources, and efficient energy use.

RDRS Code of Conduct for Contractors/Suppliers- Declaration signature by every Contractors/Suppliers I have read, understood, and agree with the contents of the RDRS Code of Conduct for Contractors/Suppliers, which shall be subject to periodic revision and review. I also accept the consequences of any violation of any of the above provisions under this CoC.