

## INVITATION TO BID FOR SERVICES

LIBS-NHA-2014-9112542

11 June 2014

## UNITED NATIONS CHILDREN'S FUND (UNICEF)

### Wishes to invite you to submit a bid for

Invitation to Bid (ITB) to Conduct Technical Assessment of Floodlighting Requirement for UNICEF Premises, Provide Cost Estimate for Installation Works and Certify Completed Works.

1. Sealed Bids are invited for the above mentioned services as per the attached ITB and Terms of Reference, Terms and Conditions, Special Terms and Conditions. The Bid must be securely sealed and submitted on or before 11:00 hours on Thursday, 26 June 2014. Mailed Bids or hand-delivered Bids will be placed in the Bid Box located in the Reception Area (3rd Floor) of UNICEF Office building.

The bidders must submit two (2) copies of bid and the envelope shall be marked with #To Conduct Technical Assessment of Floodlighting Requirement for UNICEF Premises, Provide Cost Estimate for Installation Works and Certify Completed Works": LIBS-2014-9112542 and addressed to the Chief, Supply & Procurement Section, UNICEF-BCO, BSL Office Complex, 1 Minto Road, Dhaka-1000.

NOTE: Bids will not be considered unless submitted in a sealed envelope with proper/clear markings.

2. No Pre-Bid briefing will be arranged for this Bid. Therefore, if required, Bidders are requested to forward their request for additional information or clarification in writing to the email address: [nhaque@unicef.org](mailto:nhaque@unicef.org) by Thursday, 19 June 2014.

3. Please note no Bid will be accepted after the stipulated closing date and time: Thursday, 26 June 2014, 11 hours. In the event the bid submission cannot take place due to reasons beyond control of UNICEF e.g. general strike/ hartal or any other; it would be postponed till next working day at the same time 11:00 hrs.

4. Please acknowledge receipt of this ITB and indicate whether or not you intend to submit an offer, maximum within seven working days from the issuance date of the ITB (emailing to [nhaque@unicef.org](mailto:nhaque@unicef.org)). Continuously not responding in 3 cases will automatically terminate the Bidder from UNICEF's bidders list.

5. All bid responses will be evaluated based on the information as requested in the LIBS and bid submission form (Annex-A). Bidders are advised to devote chapters of their submissions to demonstrate each of the criteria and be consistent with the tasks detailed in the TOR under Section 3. Bidders are advised to avoid submitting brochures and pamphlets that have no direct bearing on the requirements under this Bid.

6. Any Contract resulting from this ITBS shall be governed by UNICEF's General Terms and Conditions and any other Specific Terms and Conditions detailed in this bid document.

7. In all correspondence the bidder must refer to: LIBS No. 2014-9112542.

THIS INVITATION TO BID FOR SERVICES HAS BEEN:

Prepared By:

*Nasreen E. Haque*

Date: 11/6/2014

Nasreen Haque

(To be contacted for additional information, NOT FOR SENDING BIDS)

Email : [nhaque@unicef.org](mailto:nhaque@unicef.org)

Approved By:



Date: 12/6/14

Carlos Neira

**INVITATION TO BID FOR SERVICES FORM**

This FORM must be completed, signed and returned to UNICEF. The Bid must be made in accordance with the instructions contained in this Invitation to Bid for Services (ITBS).

**TERMS AND CONDITIONS OF CONTRACT**

Any Contract resulting from this ITBS shall contain UNICEF General Terms and Conditions for Institutional and Corporate Contracts and any other Specific Terms and Conditions detailed in this ITBS.

**INFORMATION**

Any request for information regarding this ITBS must be forwarded by email to the person who prepared this document, with specific reference to the ITBS number.

The Undersigned, having read the Terms and Conditions of ITBS No. **LIBS-NHA-2014-9112542** set out in the attached document, hereby offers to execute the services specified in this document.

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

Name & Title: \_\_\_\_\_

Company: \_\_\_\_\_

Postal Address: \_\_\_\_\_

Tel No: \_\_\_\_\_

Fax No: \_\_\_\_\_

E-mail Address: \_\_\_\_\_

Currency of Proposal: \_\_\_\_\_

Validity of Proposal: \_\_\_\_\_

Please indicate which of the following Payment Terms are offered by you:

10 Days 3.0% \_\_\_\_\_ 15 Days 2.5% \_\_\_\_\_ 20 Days 2.0% \_\_\_\_\_ 30 Days Net \_\_\_\_\_ Other \_\_\_\_\_

Other Trade Discounts: \_\_\_\_\_

**INVITATION TO BID (ITB): TO CONDUCT TECHNICAL ASSESSMENT OF FLOODLIGHTING REQUIREMENT FOR UNICEF PREMISES, PROVIDE COST ESTIMATE FOR INSTALLATION WORKS AND CERTIFY COMPLETED WORKS.**

**Ref: LIBS No. 2014-9112542**

## **1.0 BACKGROUND**

UNICEF-Bangladesh has two offices in Dhaka and another seven offices in the field. Most of those offices, particularly six zone offices have been set up newly under the Country Programme of 2012-2016. As per the provision of MOSS-Bangladesh, 07 January 2013, all UNICEF premises need to have adequate exterior lighting for security purpose. This floodlighting should illuminate building exterior wall, doorways, windows and open areas inside and outside the perimeter walls; eliminate shadows; and permit clear open eye observation and CCTV surveillance of the premises during dark hours.

In view of this, it is essential to conduct a technical assessment of the floodlighting requirement for UNICEF premises, including determining level of illumination, type and number of lamps; developing technical specification; preparing designs and drawings to show location of lamps; providing cost estimates for procurement and installation of lamps; and certifying completed installation works.

## **2.0 PURPOSE OF ASSIGNMENT:**

This Invitation to Bid (ITB) is being issued to select and contract a local company to conduct aforesaid technical assessment. This requires professional local firms/companies to conduct technical assessment, define the requirements and deliverables to guide installation of floodlights properly including certification of works.

## **2.1 TIME- FRAME**

The schedule of the contractual process is as follows:

Submission of Proposal:	By 11:00 hours on <b>Thursday, 26 June 2014</b>
Contract issued:	2-3 weeks from submission of proposal

PLEASE NOTE NO BIDS WILL BE ACCEPTED AFTER THE STIPULATED CLOSING TIME AND DATE.

## **3.0 TERMS OF REFERENCE:**

**3.1 Description of Assignment:** To Conduct Technical Assessment of Floodlighting Requirement for UNICEF Premises, Provide Cost Estimate for Installation Works and Certify Completed Works.

## **3.2 List of Requirements:**

The technical assessment will include the following tasks to be completed in two phases:

a. Phase-1:

(1) Estimate the total area to be illuminated in each of the above-mentioned premises;

(2) Determine the degree of illuminance and luminance required for clear open eye observation and CCTV surveillance of the premises during dark hours;

(3) Suggest type and number of suitable lamps for floodlighting of each of those premises, given the total area to be illuminated, degree of illuminance and luminance, lamp durability and reliability, etc.;

(4) Develop detailed technical specification of the lamps;

(5) Provide designs and drawings to show location/placement of lamps in each of those premises; and

(6) Provide cost estimates for procurement and installation of lamps including all accessories.

b. Phase-2: After the procurement and installation of lamps in all premises, certify that installation works have been completed as per the requirements mentioned above.

### 3.3 Deliverables:

A detailed technical report covering the above-mentioned requirements of Phase-1 is to be submitted. Certification of installation works is to be provided in phase-2.

### 3.4 LOCATIONS TO ASSESS AND INSTALL FLOODLIGHTS:

The technical assessment is to be conducted at the following locations:

Name of UNICEF Office	Address	Contact Name and Number
Gulshan Emergency Office	House No. 2, Road No. 96, Gulshan-2, Dhaka	Ms. Sabina Yeasmin, Tel: +8809604107000, Ext.7210, Mobile: 01713000992,  Mr. A K M Shamim Faisal, Tel: +8809604107000, Ext.7222, Mobile: 01713190664
Chittagong Zone Office	House-87/C, Road-6, Khulshi R/A, Chittagong	Mr. Md. Mohebbullah, Tel: +8809604107000, Ext.7566, Mobile: 01712542967
Sylhet Zone Office	House No. 57, Road No. 3, Block: G, Shahlalal Upashahar, Sylhet	Mr. Md Kamal Hossain, Tel: +8809604107000, Ext. 7445 Mobile: 01917897924
Mymensingh Zone Office	Bashat Vita, House # 7, Amirabad R/A, Maskanda, Mymensingh	Ms. Florence Rozario, Tel: +8809604107000, Ext.7540, Mobile: 01719338537
Bogra Zone Office	379, Maloti Nagar, Bagicha Mahol, Bogra	Ms. Irene Parveen, Tel: +8809604107000, Ext.7460, Mobile: 01730327524,  Ms. Amita Rani Ghosh, Tel: +8809604107000, Ext.7470, Mobile: 01716194084
Barisal Zone Office	UN Office Complex, Hakim Mension, South Alekanada, Barisal-8200	Ms. Salma Yasmin, Tel: +8809604107000, Ext.7411, Mobile: 01712542967
Khulna Zone Office	House No. 335, Road No. 5, Sonadanga R/A (2nd Phase), Khulna	Mr. Mohammad Aatur Rahman, Tel: +8809604107000, Ext. 7510, Mobile: 01819159548
Rangamati Sub-office	Rajbari Road, Rangamati- 4500	Mr. Khye Mong U Marma, Tel: +8809604107000, Ext. 7494, Mobile: 01828912925

**NOTE: Agencies interested to participate in this bid may visit the locations. To make the visit plan in advance should coordinating with the contact persons mentioned in the above table.**

**3.5 DURATION OF ASSIGNMENT:** The proposed duration of the assignment is **60 days** (from the start date of the contract) which will be divided into two phases as indicated below:

- a. Phase-1: 45 days from the date of awarding the contract.
- b. Phase-2: 15 days from the notification of completion of installation works (which will be done by another agency).

**3.5 PROPOSED PAYMENT SCHEDULE:** Please see the details below:

- **For Phase-1:** It is proposed to pay 70% of the total contract amount upon submission and acceptance of the deliverables of Phase-1.
- **For Phase-2:** The remaining 30% will be paid after completion of the assignment of Phase-2. **Please note that the work of Phase-2 should be done when the floodlight installation work will be completed by another agency.** Hence, there could be a gap of around six (6) months between Phase-1 and Phase-2.

#### **4.0. GENERAL INSTRUCTION TO BIDDER**

This Bid and responses thereto, does not bind UNICEF to enter into any agreements or contracts with organizations submitting the bid. UNICEF reserves the right to cancel the bid without assigning any reason whatsoever.

In submitting to this bid the company agrees that it will accept the decision of UNICEF as to whether its bid meets the requirements stated in this ITB.

#### **4.1 FORM OF BID**

**To enable the interested bidder to submit a bid on the subject assignment, a Bid Submission Form (Annex-A) is attached, which to be completed and return with the bid.** The bidders must submit two (2) copies of bid and the sealed envelopes shall be marked with **“To Conduct Technical Assessment of Floodlighting Requirement for UNICEF Premises, Provide Cost Estimate for Installation Works and Certify Completed Works”**: LIBS-2014-9112542 and addressed to the Chief, Supply & Procurement Section, UNICEF Bangladesh Country Office, BSL Office Complex, 1 Minto Road, Dhaka-1000.

a) The submission must be forwarded by a duly signed covering letter on the agency’s headed paper, with initial on each page of the agency’s response to this ITB. A duplicate copy of the bid document and offer should be kept by the Company for record.

b) The sealed envelope with all necessary markings should be dropped in the Bid Box located at UNICEF Reception area on the 3<sup>rd</sup> Floor, Right wing, BSL Office Complex, 1 Minto Road, Dhaka-1000.

#### **4.2 BID CHANGE POLICY**

UNICEF reserves the right to make minor revisions to this Invitation to Bid.

All formal changes/alterations to, or requests for, clarification of this ITB must be submitted in writing by fax/e-mail to the Contracts Officer, Supply & Procurement Section ([nhaque@unicef.org](mailto:nhaque@unicef.org)) **within Thursday, 19 June 2014**. Information provided verbally will not be considered a fundamental change and will not alter this ITB. Erasures and other changes in the bid must be explained or noted over the authorized signature of the agency.

### **4.3 ERRORS IN BID**

Company must examine all information and all other instructions pertaining to the Bid and failure to do so will be at the company's own risk, and cannot secure relief on the plea of error in any bid offer.

### **4.4 WITHDRAWAL OF BIDS**

Bids may be withdrawn on written request received from the Company (by hand delivery, post, fax or e-mail) prior to the time fixed for opening. Negligence on the part of the Company in preparing the bid confers no right for the withdrawal of the bid after it has been opened.

### **4.5 MARKING AND MAILING OF BIDS**

Bids must be securely sealed in an envelope with clear marking on the outside indicating the ITB number and assignment title, and returned on or before the closing time to the UNICEF, as indicated.

### **4.6 TIME FOR RECEIVING BIDS**

4.6.1 Sealed Bids received prior to the stated closing time and date will be kept unopened. The Officer of the Bid Unit will open Bids when the specified time has arrived and no Bid received thereafter will be considered.

4.6.2 UNICEF will accept no responsibility for the premature opening of a Bid which is not properly addressed or identified.

4.6.3 Modification by fax of sealed Bids already submitted in a sealed envelope will be considered if received prior to the closing time and date.

### **4.7 PUBLIC OPENING OF BID**

Due to the nature of this bid NO public bid opening will be arranged.

### **4.8 REJECTION OF BIDS**

- a) UNICEF reserves the right to reject any or all bids, to waive any informality in the bid and unless otherwise specified by UNICEF or by the company, to accept any item in the bid if it is in the interest of UNICEF to do so.
- b) UNICEF reserves the right to reject any bid from a company, (a) who has previously failed to provide quality and timely output/service in contracts of similar nature, or a bid of a company (b) who in the opinion of UNICEF is not in a position to perform the contract on the basis of the information becomes available during the review process.

### **4.9 BID PREPARATION COST**

UNICEF shall not be held responsible for any costs incurred by the company for the preparation of their bid in response to this ITB.

### **4.10 AWARD/ADJUDICATION OF BIDS**

The contract will be awarded to the Bidder:

- whose Implementation Plan will be considered as more comprehensive and realistic

- has past experience and good reputation in the market for providing similar service
- offered competitive financial offer and
- submit Bid in compliance with all Instructions and General Terms and Conditions of this Bid

#### **4.11 VALIDITY OF PROPOSAL**

Bid must be valid for a minimum of 120 days from the date of opening of the Bid and must be signed by an authorised representative of the company. Bidders are requested to indicate the validity period of their offer in the Bid Form. UNICEF may also request for an extension of the validity of the Bid.

#### **4.12 EVIDENCE OF COMPLIANCE**

Payment to the Company or acceptance of output shall not be construed as evidence that the services, goods or materials received are complete, satisfactory or in accordance with the Company obligation, and the Company shall not thereby be relieved or discharged from performing any obligation under this Arrangement.

#### **4.13 INDEMNIFICATION**

The Company shall indemnify, hold and save harmless and defend at its own expense UNICEF and its personnel from and against all suits, demands and liability of any nature or kind, including cost and expenses arising out of acts or omissions of the individual/agency, its personnel or others responsible to the Company for the performance of any of the terms and conditions of this Arrangement.

#### **4.14 ADDITIONAL INFORMATION**

Any information which the bidder may consider necessary to the guarantee or to clarify service methods hereby may be included provided it is referral to in the Bid and clearly identified.

#### **4.15 RIGHTS OF UNICEF**

In case the Company fails to provide the service or perform under the terms and condition of the contract by the agreed arrangements, UNICEF may, after giving the Company reasonable notice to perform and without prejudice to any other rights or remedies, exercise one or more of the following right:

- a) Visit and inspect company premises.
- b) Contact any or all references supplied by the company.
- c) Request additional supporting or supplementary information
- d) Contact any or all references supplied by the organisation.
- e) Request additional supporting or supplementary data (from the organisation)
- f) Accept any proposals in whole or in part
- g) Negotiate with the most favorable organization(s).
- h) Award contracts to more than one agency, in which event each Company responsible for part awarded to them.
- i) Obtain all or part of the service or output from other sources or agency, in which event UNICEF may hold the Company responsible for any excess cost occasioned thereby.
- j) Refuse to accept all or part of the service or output.
- k) Terminate the contract.

#### **4.16 Contracts will be governed by UNICEF's Rules and regulations.**



## 5.0. SPECIAL INSTRUCTION TO BIDDER

**5.1 BID RESPONSE FORMAT:** Bidders are advised to submit the filled in **Annex-A**. In addition to the information requested the bidders must provide the following background information:

5.1.1 Company Profile with following details (may request UNICEF to provide soft or hard copy of the template which is also available on the [http://www.unicef.org/bangladesh/supply\\_4912.htm](http://www.unicef.org/bangladesh/supply_4912.htm)):

- Name of president/Directors (Governance structure)
- Date and state of incorporation
- Company structure
- Company line of business
- Number and type of employees
- Trade License (copy of the original attested)
- Trade License- (English Translated)
- Certificate of incorporation (if applicable)
- TIN Certificate
- VAT Registration Certificate
- Description of quality control systems applied
- Copy of ISO certification if available.
- Any other licenses or authorizations issued by the appropriate government authority to operate a business in Bangladesh
- At least three references of major recent customers/clients
- Bidders must accept UNICEF's General Terms and Conditions
- Bidders must have sufficient financial resources to maintain its business in Bangladesh
- Bidders must not have prior record of inappropriate conduct in ethical, social or environmental issues (corporate responsibility).

5.1.2 The agency must provide latest CVs for the proposed team (if applicable).

5.1.3 Certified statement indicating Bank Account number in the organization's name which is operated by two persons (preferably).

5.1.4 Summary of audited financial statement of last two years (in one page).

## 5.2 QUALIFICATIONS/SPECIALIZED KNOWLEDGE/EXPERIENCE:

**5.2.1** The organization with following capacity and experience will be preferred:

- a) The Consultancy Firm should have minimum three (3) years experiences of providing similar service described in the TOR of this Bid.
- b) The Consultancy Firm should have experienced and professional team members with following background:
  - i) Electrical Engineer and/or Civil Engineer (or a technical team) to:
    - conduct the technical assessment
    - provide technical design and drawing for each location/site
    - provide technical details of the lamps
    - provide cost estimate for procurement of lamps including all accessories and installation & certifying that installation works have been completed as per the requirements approved by UNICEF
  - ii) Security Specialist to provide overall necessary advice and guidance on requested improvement of security measures by installation of floodlights.
- c) The Team leader must have excellent communication and report writing skills.
- d) Adequate and appropriate logistical facilities and personnel.
- e) The agency is familiar with Bangladesh National Building Code.
- f) Able to implement its proposed implementation plan within the proposed schedule and budget.
- g) Working experience with international and UN Organizations will be considered as an advantage.

**5.2.2** The contracted Company will work closely with selected UNICEF staff members in Bangladesh Country Office to ensure that there is clarity and clear understanding of the expectations.

**5.2.3** The Company will confirm the availability of the team members (professional gardener/supervisor etc.) as proposed in the bid offer. Change of team composition will not be acceptable. In case, replacement is required, the Company shall notify UNICEF in writing, for prior approval, stating: the reason for replacing the person(s) originally assigned.

Such written notice shall be forwarded to UNICEF at least fourteen (14) days in advance of the date of replacement. UNICEF may also request replacement with valid reason.

### **5.3 LIQUIDATED DAMAGES FOR LATE DELIVERY/POOR QUALITY**

UNICEF shall be entitled to liquidated damages from the Contractor for failure in performance (delivery and quality), under the conditions and in the amounts specified below is included in the Contract.

Such damages shall be payable by the sole fact of such failure in performance without the need for any previous notice, except as otherwise provided in the Contract, or any legal proceedings, or proof of damage, which shall in all cases be considered as ascertained. UNICEF may, without prejudice to any other method of recovery, deduct any amount of liquidated damages from the Contractor's invoices or from any sums due or which may become due to the contractor. The payment or deduction of such damages shall not relieve the Contractor of any of its other obligations or liabilities under the contract.

Listed below are the "Liquidated Damages Clauses":

#### **A. LIQUIDATED DAMAGES FOR LATE DELIVERY**

If the Contractor fails to make deliveries within the delivery date(s) stipulated in the UNICEF Contract, UNICEF shall be entitled to liquidated damages in the amount of five-tenths percent (0.5%) of the value of such deliveries per additional day of delay, up to a maximum of ten percent (10%) of the value thereof.

#### **B. LIQUIDATED DAMAGES FOR QUALITY CONTROL FAILURE**

If the Contractor fails to meet quality control requirements or if the Contractor fails to rectify inadequacy in a delivery which has not met quality control requirements within two (2) weeks of having received notice from UNICEF by email/registered mail (return receipt requested), UNICEF shall be entitled to liquidated damages in the amount of one tenth percent (0.1%) of the value of such delivery or deliveries per day from the date of such failure until it is cured, up to a maximum of twenty-five percent (25%) of the value thereof.

**5.4 INVOICING INSTRUCTIONS:** Submit invoices in duplicate promptly after completion of services. All supporting documents, including an original copy of bill of Entry, and two (2) copies of delivery receipts, will be provided with each invoice.

## **6.0 GENERAL TERMS AND CONDITIONS**

The General Terms and Conditions mentioned as under will form part of the contract resulting from this Invitation to Bid.

### **ACKNOWLEDGMENT COPY**

Signing and returning the acknowledgment copy of a contract/work order issued by UNICEF or beginning work under that contract shall constitute acceptance of a binding agreement between UNICEF and the Contractor.

### **DELIVERY DATE**

Delivery Date to be understood as the time the contract time is completed at the location indicted under delivery terms.

### **Payment Terms**

(a) UNICEF shall, unless otherwise specified in the contract, make payment within 30 days of receipt of the

- contractor's invoice which is issued only upon UNICEF's acceptance of the work specified in the contract
- (b) Payment against the invoice referred to above will reflect any discount shown under the payment terms, provided payment is made within the period shown in the payment terms of the contract.
  - (c) The prices shown in the contract cannot be increased except by express written agreement by UNICEF.

#### LIMITATION OF EXPENDITURE

No increase in the total liability to UNICEF or in the price of the work resulting from design changes, modifications, or interpretation of the statement of work will be authorized or paid to the contractor unless such changes have been approved by the contracting authority through an amendment to this contract prior to incorporation in the work.

#### TAX EXEMPTION

Section 7 of the Convention on the Privileges and Immunities of the United Nation provides, inter alia, that the UN, including its subsidiary organs, is exempt from all direct taxes and is exempt from customs duties in respect of articles imported or exported for its official use. Accordingly, the Vendor authorizes UNICEF to deduct from the Vendor's invoice any amount representing such taxes or duties charged by the Vendor to UNICEF. Payment of such corrected invoice amount shall constitute full payment by UNICEF. In the event any taxing authority refuses to recognize the UN exemption from such taxes, the Vendor shall immediately consult with UNICEF to determine a mutually acceptable procedure. Accordingly, the contractor authorizes UNICEF to deduct from the Contractor's invoice any amount representing such taxes, duties, or charges, unless the Contractor has consulted with UNICEF before the payment thereof and UNICEF has, in each instance, specifically authorized the Contractor to pay such taxes, duties or charges under protest. In the event, the Contractor shall provide UNICEF with written evidence that payment of such taxes, duties or charges has been made and appropriately authorized.

#### LEGAL STATUS

The Contractor shall be considered as having the legal status of an independent contractor vis-a-vis UNICEF. The Contractor's personnel and sub-contractors shall not be considered in any respect as being the employees or agents of UNICEF.

#### CONTRACTOR'S RESPONSIBILITY FOR EMPLOYEES

The Contractor shall be responsible for the professional and technical competence of its employees and will select, for work under this contract, reliable individuals who will perform effectively in the implementation of the contract, respect the local customs and conform to a high standard of moral and ethical conduct.

#### INDEMNIFICATION

The Contractor shall indemnify, hold and save harmless and defend, at its own expense, UNICEF, its officials, agents, servants and employees, from and against all suits, claims, demands and liability of any nature or kind, including their costs and expenses arising out of the acts or omissions of the Contractor or its employees or sub-contractors in the performance of this contract. This provision shall extend, inter alia, to claim and liability in the nature of workman's compensation, product liability and liability arising out of the use of patented inventions or devices, copyrighted materials or other intellectual property by the Contractors, its employees, officers, agents, servants, or sub-contractor. The obligation under this Article does not lapse upon termination of the Contract.

#### INSURANCE AND LIABILITIES TO THIRD PARTIES

- (a) The Contractor shall provide and thereafter maintain insurance against all risks in respect of its property and any equipment used for the execution of this Contract.
- (b) The Contractor shall provide and thereafter maintain all appropriate workmen's compensation and liability insurance, or its equivalent, with respect to its employees to cover claims for death, bodily injury or damage to property arising from the execution of this Contract. The Contractor represents that the liability insurance includes sub-Contractors.
- (c) The Contractor shall also provide and thereafter maintain liability insurance in an adequate amount to cover third party claims for death or bodily injury, or loss of or damage to property, arising from or in connection with the provision of work under this Contract or the operation of any vehicles, boats, airplanes, or other equipment owned or

leased by the Contractor or its agents, servants, employees or sub-contractors performing work or services in connection with this Contract.

(d) Except for the workmen's compensation insurance, the insurance policies under this Article shall:

- (i) Name UNICEF as additional insured;
- (ii) Include a waiver of subrogation of the Contractor's right to the insurance carrier against UNICEF;
- (iii) Provide that UNICEF shall receive thirty (30) days written notice from the insurers prior to any cancellation or change in coverage.

(e) The Contractor shall, upon request, provide UNICEF with satisfactory evidence of the insurance required under this Article.

#### ENCUMBRANCES/LIENS

The contractor shall not cause or permit any lien, attachment or other encumbrance by any person by any person to be placed on file or to remain on file in any public office or on file with UNICEF against any monies due or to become due for any work done or materials furnished under this Contract, or by reason of any other claim or demand against the Contractor.

#### TITLE TO EQUIPMENT

Title to any equipment and supplies which may be furnished by the UNICEF shall rest with UNICEF and any such equipment shall be returned to UNICEF at the conclusion of this Contract or when no longer needed by the Contractor. Such equipment when returned to UNICEF shall be in the same condition as when delivered to the Contractor, subject to normal wear and tear.

#### COPYRIGHT, PATENTS AND OTHER PROPRIETARY RIGHTS

UNICEF shall be entitled to all intellectual property and other proprietary rights including but not limited to patents, copyrights and trademarks, with regards to documents and other materials which bear a direct relation to, or are prepared or collected in consequence or in the course of the execution of this contract. At UNICEF's request, the Contractor shall take all necessary steps, execute all necessary documents and generally assist in securing such proprietary rights and transferring them to the UNICEF, in compliance with the requirements of the applicable law.

#### CONFIDENTIAL NATURE OF DOCUMENTS

(a) All maps, drawings, photographs, mosaics, plans, reports, recommendations, Estimates, documents and all other data compiled by or received by the Contractor under this Contract shall be the property of UNICEF, shall be treated as confidential and shall be delivered only to the UN authorized officials on completion of work under this Contract.

(b) The Contractor may not communicate any time to any other person, Government or authority external to UNICEF, any information known to it by reason of its association with UNICEF which has not been made public except with the authorization of the UNICEF; nor shall the Contractor at any time use such information to private advantage. These obligations do not lapse upon termination of this Contract with UNICEF.

#### FORCE MAJEURE; OTHER CHANGES IN CONDITIONS

(a) In the event of and as soon as possible after the occurrence of any cause constituting force majeure the contractor shall give notice and full particulars in writing to UNICEF of such occurrence or change if the contractor is thereby rendered unable, wholly or in part, to perform its obligations and meet its responsibilities under this contract. The Contractor shall also notify UNICEF of any other changes in conditions or the occurrence of any event which interferes or threatens to interfere with its performance of the Contract. On receipt of the notice required under this Article, UNICEF shall take such action as, in its sole discretion, it considers to be appropriate or necessary in the circumstances, including the granting to the Contractor of a reasonable extension of time in which to perform its obligations under the Contract.

(b) If the Contractor is rendered permanently unable, wholly, or in part, by reason of force majeure to perform its obligations and meet its responsibilities under this Contract, UNICEF shall have the right to suspend or terminate this contract in the same terms and conditions as are provided for in Article 14 "Termination", except

that the period of notice shall be seven (7) days instead of (30) days.

( c) Force majeure are used in this Article means acts of God, war (whether declared or not), invasion, revolution, insurrection or other acts of a similar nature or force.

#### TERMINATION

If the Contractor fails to deliver any or all of the deliverables within the time period(s) specified in the Contract, or fails to perform any of the terms, conditions, or obligations of the Contract or should the Contractor be adjudged bankrupt, or be liquidated, or become insolvent, or should the contractor make an assignment for the benefit of its creditors, or should a Receiver be appointed on account of the insolvency of the contractor, UNICEF may, without prejudice to any other right or remedy, it may have under the terms of these conditions, terminate the contract, forthwith, in whole or in part, upon Thirty (30) days notice to the Contractor.

UNICEF reserves the right to terminate without cause this Contract at any time upon thirty (30) days prior written notice to the Contractor, in which case UNICEF shall reimburse the Contractor for an reasonable costs incurred by the contractor prior to receipt of the notice of termination.

In the event of any termination no payment shall be due from UNICEF to the Contractor except for work and services satisfactorily performed in conformity with the express terms of this contract. Upon the giving of such notice, the Contractor shall have no claim for any further payment, but shall remain liable to UNICEF for reasonable loss or damage which may be suffered by UNICEF for reason of the default. The Contractor shall not be liable for any loss or damage if the failure to perform the contract arises out of force majeure.

Upon termination of the contract, UNICEF may require the Contractor to deliver any finished work which has not been delivered and accepted, prior to such termination and any materials or work-in-process related specifically to this contract. Subject to the deduction of any claim UNICEF may have arriving out of this contract or termination, UNICEF will pay the value of all such finished work delivered and accepted by UNICEF.

The initiation of arbitral procedure in accordance with Article 16  Settlement of Disputes below shall not be deemed a termination of this Contract.

#### SUB-CONTRACTING

In the event the Contractor requires the services of subcontractors, the Contractor shall obtain the prior approval and clearance of UNICEF for all sub-contractors. The approval of UNICEF for all subcontractors shall not relieve the Contractor of any of its obligations under this contract. The terms of any sub-contract shall be subject to and in conformity with the provisions of this Contract.

#### ASSIGNMENT AND INSOLVENCY

(a)The Contractor shall not, except after obtaining the written consent of UNICEF, assign, transfer, pledge or make other dispositions of the Contract or any part thereof, of the Contractor's rights or obligations under the Contract.

(b) Should the Contractor become insolvent or should control of the Contractor change by virtue of insolvency, UNICEF may, without prejudice to any other rights and remedies, terminate the contract by giving the Contractor written notice of termination.

#### USE OF UNITED NATIONS AND UNICEF NAME AND EMBLEM

The Contractor shall not use the name, emblem or official seal of the United Nation or UNICEF or any abbreviation of these names for any purpose.

#### OFFICIALS NOT TO BENEFIT

The Contractor warrants that no officials of UNICEF or the United Nations has received or will be offered by the contractor any direct or indirect benefit arising from this Contract or the award thereof. The contractor agrees that breach of this provision is a breach of an essential term of the Contract.

#### PROHIBITION ON ADVERTISING

The Contractor shall not advertise or otherwise make public that the Vendor is furnishing goods or services to UNICEF without special permission of UNICEF.

#### SETTLEMENT OF DISPUTES

##### Amicable Settlement

The Parties shall use their best efforts to settle amicably any dispute, controversy or claim arising out of, or relating to this Contract or the breach, termination or invalidity thereof. Where the parties wish to seek such an amicable settlement through conciliation, the conciliation shall take place in accordance with the UNCITRAL Conciliation Rules then obtaining, or according to such other procedure as may be agreed between the parties.

##### Arbitration

Unless any such dispute, controversy or claim between the Parties arising out of or relating to this Contract or the breach, termination or invalidity thereof is settled amicably under the preceding paragraph of this Article within sixty (60) days after receipt by one Party or the other Party's request for such amicable settlement, such dispute, controversy or claim shall be referred by either Party to arbitration in accordance with the UNCITRAL Arbitration Rules then obtaining. The arbitral tribunal shall have no authority to award punitive damages. The Parties shall be bound by any arbitration award rendered as a result of such arbitration as the final adjudication of any such controversy, claim or dispute.

#### PRIVILEGES AND IMMUNITIES

The privileges and immunities of the UN, including the subsidiary organs are not waived.

#### CHILD LABOR

UNICEF fully subscribes to the Convention on the rights of the Child and draws the attention of the potential suppliers to Article 32 of the Convention which inter alia requires that a child shall be protected from performing any work that is likely to be hazardous or to interfere with the child's education, or to be harmful to the child's health or physical, mental, spiritual, moral or social development.

#### ANTI-PERSONNEL MINES

UNICEF supports an international ban on the manufacture of anti-personnel mines. Anti-personnel mines have killed and maimed thousands of people, of whom a large proportion is children and women. Anti-personnel mines present a serious obstacle to the return of populations displaced from their residences by fighting around their villages and homes. UNICEF has, therefore decided not to purchase products from countries or companies/agencies that sell or manufacture anti-personnel mines or their components.

##### Authority to modify

No modification or change in this contract, no waiver of any of its provisions or any additional contractual relationship of any kind with the Contractor shall be valid and enforceable against UNICEF unless provided by an amendment to this Contract signed by the authorized official of UNICEF.

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**ANNEX-A**

**BID SUBMISSION FORM: LIBS No. 2014-9112542**

**1. Details of the Company:**

**Name of the Company:** \_\_\_\_\_

**Postal Address:** \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

**Telephone No.:** \_\_\_\_\_

**Fax No.:** \_\_\_\_\_

**Email Address:** \_\_\_\_\_

**2. Other relevant information – please attach as Annexes**

**2.1** Please provide supporting documents as requested in point # 5.2.1 (under **Section 5**)

**2.2** Implementation plan to undertake the assignment meeting all requirements (a separate Gantt chart may be provided indicating activities-deliverables-dates/required days).

**2.3** CV of the proposed key team members indicating their experience.

**2.4** Minimum three (3) contract/job order information for similar service with contact details (name, email address, mobile phone number etc.) of the customers/clients for verification.

**FINANCIAL OFFER**

Sl. #	Item Details	Rate	# of days	Persons	Total
<b>A</b>	Personnel Cost for: i) Technical Assessment of Sites ii) Full set of technical drawings showing location/placement of lamps with clear guiding note to execute the installation work (by 3 <sup>rd</sup> party) iii) Provide technical specification of the lamps and accessories including all relevant factors i.e., type, expected durability etc. iv) Provide cost estimate for lamps and accessories for required quantity and installation v) Certifying of completed works (to ensure compliance of works as per drawings, specifications and approved quantity, quality/standard)				
<b>B</b>	Travel Cost of individual team member, if required				
<b>C</b>	DSA of team member during travel, if required				
<b>D</b>	<b>Other Costs:</b> Please specify any other costs than above				
	<b>TOTAL COST</b>				

Sl. #	Item Details	Rate	# of days	Persons	Total
	<p>Value Added Tax (VAT) in Percentage (%): where VAT is not applicable; bidder should indicate "ZERO" percentage.</p> <p><b><u>NB: Bidders MUST provide prove from the Government Authority that the items are "ZERO" rated or they are exempted from paying VAT otherwise bids will be invalidated.</u></b></p>				

Please provide cost breakdown for each item (A – D, if required) in separate sheet.

**NOTE(s):**

- All amounts will be quoted in Taka.
- UNICEF does not pay any agency commission.
- All prices/rates quoted must be **exclusive of all taxes** as UNICEF is a tax-exempt organization. VAT will be added to the invoice for payment by UNICEF to the supplier before being refunded by the taxes authorities.
- UNICEF will assume that the bidders will have factored in its offer all causes that may have an influence on the prices.
- The Contractor shall be paid only upon UNICEF acceptance of the work or deliverable. **The Penalty Clause mentioned under Section 5.3 will be applied for delays in completing the tasks and submitting report as mentioned in the TOR.**
- Payment will be made within 30 days of UNICEF's acceptance of deliverables.
- Inform the Bank, branch and account information. Indicate names of persons operating the Agency account. All payment will be done through bank transfer.
- In case, an **advance payment** (kindly indicate the amount with detail breakdown with justification) is requested, the Contractor should provide an unconditional guarantee issued by a bank on behalf of the contractor and in favor of UNICEF to guarantee either submission of deliverables according to the contract, or to refund the advance to UNICEF in case of default by the Contractor. Any charges for such guarantee must be borne by the Contractor.
- **Reimbursement of VAT:** The applicable VAT rate for the contracted services will be settled as per applicable/prevaling government VAT rates law. In order for UNICEF to make payment of the applicable VAT and thereafter submit claim for refund of the same from the relevant government VAT authorities, the service provider will be required to submit Tax invoice with proof of valid VAT payment with mandatory particulars/contents of legal VAT requirements and acceptable to government VAT authority, please note the details below:
  - (a) Original VAT Challan(s) issued in favor of UNICEF-BCO mentioning relevant Purchase Order Number duly countersigned and sealed by the VAT authorities of the Government of Bangladesh.
  - (b) VAT amount must be mentioned in the original VAT Challan (Mushok-11) and the same amount should be deposited to the Government account by Treasury Challan(s) mentioning UNICEF Purchase Order Number.
  - (c) Copy(ies) of the Treasury Challan(s) duly countersigned and sealed by the respective VAT Authority in support and proof of VAT payment must be submitted with the Invoice.
  - (d) VAT charged to UNICEF must not be mixed with Service Provider's other business transactions so that UNICEF may duly receive the reimbursement from Government according to set procedures.
  - (e) The VAT percentage rate must be stated in the space provided in the Bid Response Form. Where VAT is not applicable, bidder should indicate "ZERO" percentage and MUST provide prove from the Government Authority that the items are "ZERO" rated or the bidder is exempted from paying VAT otherwise bid will be invalidated.