



United Nations Children's Fund
UNICEF
P.O. Box 58
DHAKA
Bangladesh

Telephone
Facsimile
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INVITATION TO BID FOR SERVICES

LIBS-NHA-2014-9112372

16 October 2014

UNITED NATIONS CHILDREN'S FUND (UNICEF)

Wishes to invite you to submit a bid for

To provide Pot Plants for UNICEF Bangladesh Country Office and Gulshan Emergency Office including other related services (RE-BID).

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 Tuesday, 04 November 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 "#Provide Pot Plants for UNICEF Bangladesh Country Office and Gulshan Emergency Office including related services": LIBS-2014-9112372 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 by Tuesday, 28 October 2014.

3. Please note no Bid will be accepted after the stipulated closing date and time: Tuesday, 04 November 2014, 11:00 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). 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. 2014-9112372.

THIS INVITATION TO BID FOR SERVICES HAS BEEN:

Prepared By:

Nasreen E. Haque

Date: 16/10/2014

Nasreen Haque

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

Email : nhaque@unicef.org

Approved By:



Carlos Neira

Date: 17/10/14



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-2014-9112372** 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 provide Pot Plants for UNICEF Bangladesh Country Office and Gulshan Emergency Office including related services.

Ref: LIBS No. 2014-9112372 (Re-Bid)

1.0 BACKGROUND

UNICEF, Bangladesh Country Office has a floor space of 40,000 SFT (approx.) spread in 4 floors (3rd to 6th floor) with seating arrangement of around 200 staff. To ensure pleasant and healthy office environment UNICEF intends to use **indoor pot plants** for interior decoration as well as to maintain overall aesthetic quality of the office by placing them at various locations using artistic concept.

2.0 PURPOSE OF ASSIGNMENT:

This Invitation to Bid (ITB) is being issued to select and contract a local company to:

- ◆ Provide various indoor pot plants of different sizes to place at different locations of UNICEF-BCO and Gulshan Emergency Office on rental basis.
- ◆ Maintenance of supplied indoor plants by professional gardeners including changing the plants periodically to ensure healthy and nice looking plants are in place.

2.1 TIME- FRAME

The schedule of the contractual process is as follows:

Submission of Proposal:
Contract issued:

By 11:00 hours on **Tuesday, 04 November 2014**
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 provide Pot Plants for UNICEF Bangladesh Country Office and Gulshan Emergency Office.

Tasks	End product/deliverable	Duration
1. Beautify/ increase aesthetic quality of UNICEF office by placing plants and other materials.	More soothing office atmosphere	Maximum three (3) years
2. Design open spaces of sections for placement of plants and other decorative items of beautification.	Well designed plant placement	
3. Arrange plants and other items as per selected design to increase aesthetic quality of the office.	Provide as per requirement.	
4. Change design for arranging the plants in every 3 months or less (as instructed by the Chief of Admin.).	New design quarterly	
5. Supply plants (including decorative items) on rent basis in combination of large, medium and small sizes	Required no. of plants	
6. Supply additional plants to BCO and Gulshan Office as per requirement and specification.	Plants as and when requested	

Tasks	End product/deliverable	Duration
7. Supply on rent basis different types of foliage plants, fresh flower and bouquets as per requirement of BCO and Gulshan Office on regular basis or for special functions and ceremonies.	Provide foliage, fresh flower and bouquets as per requirement.	
8. Provide services of two expert gardeners twice a week to look after the plants. The gardeners will also water, nurse, spray pesticides (if required – must use only environment friendly/harmless/non-allergic type), apply leaf shiners, prune the plants. Services of gardeners will be provided to BCO and Gulshan Office at no extra cost than the monthly rental payments to be decided for renting plants.	Two (2) Gardeners twice a week.	
9. Change, rearrange plants at least once in every fortnight.		

3.2 DUTY STATION: UNICEF BCO Building and Emergency Office in Gulshan.

3.3 DURATION: The proposed contract shall be valid for an initial **period of 24 months**, with a right of renewal for an additional period of 12 months. Prices offered by bidders, shall constitute maximum ceiling prices and shall remain fixed for 36 month periods from the commencement of the long term contract which is subject to satisfactory performance (will be reviewed periodically and at the end of each year).

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 provide Pot Plants for UNICEF Bangladesh Country Office and Gulshan Emergency Office including related services”**: **LIBS-2014-9112372** 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 3rd 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) **within Tuesday, 28 October 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,

- have own nursery to provide wide range of pot plants suitable for indoor
- capable to arrange plants for interior decoration with neatness
- have expert gardeners in its employment (with considerable working experience with multi-national organizations)
- able to supply wide range of fresh flowers/bouquets from its own nursery; efficient/skilled gardeners and lowest acceptable prices and whose Bid is in compliance with all Instructions and General Terms and Conditions contained in the Bid, provided the Bid is reasonable and it is in the interest of UNICEF to accept it.

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 This Invitation to 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.

4.17 Contracts will be governed by UNICEF's Rules and regulations.

5.0. SPECIAL INSTRUCTION TO BIDDER

5.1 TERM: The proposed duration of the contract shall remain valid for three years subject to good performance of the contractor/firm. Prices/rates offered by bidders, shall remain fixed during this period from the commencement of the contract.

5.2 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:

5.2.1 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):

- 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

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

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

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

5.3 QUALIFICATIONS/SPECIALIZED KNOWLEDGE/EXPERIENCE:

5.3.1 The organization with following capacity and experience will be preferred:

- a. Have experience and good reputation in supplying pot plants for office or commercial places.
- b. Have professional experience of arranging pot plants as a part of interior decoration.
- c. Have expert and experienced gardeners in its employment.
- d. Able to supply wide range of pot plants suitable for indoor from own nursery
- e. Able to supply good quality fresh flowers and bouquets meeting UNICEF's standard and requirement.

5.3.2 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.

5.3.3 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.

5.4 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.

5.5 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.

ANNEX-A

BID SUBMISSION FORM: LIBS No. 2014-9112372 (Re-Bid)

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

- Please provide supporting documents as requested in point # 5.2.1
- Samples of plant arrangement plans/pictures
- CV/identity of the Gardeners to provide service at UNICEF

FINANCIAL OFFER

Sl. #	Item Details	Unit	Unit rate (in Tk.)	Tentative requirement per month	Total cost per month (in Tk.)
A	POT PLANTS				
	Large Plant (size: 3-4 feet)	1			
	Medium Plant (size: 2 feet)	1			
	Small Plant (size: 5-15 inch)	1			
	Average requirement 475 plants (approx.) mixing all sizes of plants			475	
B	FRESH FLOWERS				
	Stick of Rose	1			
	Stick of Orchid	1			
	Other fresh flower	1			
C	BOUQUET				
	Big	1			
	Medium	1			
	Small	1			
	Average requirement maximum 12 bouquet mixing all sizes (as selected)			12	
D	Any other cost for the service including Gardener				
	Total Cost per Month (in Tk.) covering A, C and D				
	Value Added Tax (VAT) in Percentage (%): (where VAT is not applicable; bidder should indicate "ZERO" percentage.				
	<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>				

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. **In this case on monthly basis based on actual.**
- 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.