



**REQUEST FOR QUOTATION (RFQ)
For Messenger Services for UN House**

NAME & ADDRESS OF FIRM	DATE: July 19, 2017
	REFERENCE: UNDP/RFQ/26/2017

Dear Sir / Madam:

We kindly request you to submit your quotation for a **Long Term Agreement for Messenger Services for UN House**, as detailed in Annex 1 of this RFQ. The long term agreement (LTA) will be initially for a period of two years and may be extended for one additional year, based on satisfactory performance. When preparing your quotation, please be guided by the form attached hereto as Annex 2.

Quotations may be submitted on or before **5:00PM, July 31, 2017** in sealed envelope by
courier mail or hand delivery to the address below:

**United Nations Development Programme
Ref: UNDP/RFQ/26/2017
The Registry, Reception, UN House
Pulchowk, Lalitpur, Nepal**

It shall remain your responsibility to ensure that your quotation will reach the address above on or before the deadline. Quotations that are received by UNDP after the deadline indicated above, for whatever reason, shall not be considered for evaluation.

Please take note of the following requirements and conditions pertaining to the above mentioned services:

Delivery Terms [INCOTERMS 2010] (Pls. link this to price schedule)	<input checked="" type="checkbox"/> Other: Service fee inclusive of taxes, duties and VAT	
Customs clearance ¹ , if needed, shall be done by:	<input checked="" type="checkbox"/> Not Applicable	
Exact Address/es of Delivery Location/s (identify all, if multiple)	UN House Pulchowk, Lalitpur Nepal	
UNDP Preferred Freight Forwarder, if any ²	Not applicable	
Distribution of shipping documents (if using freight forwarder)	Not applicable	
Latest Expected Delivery Date and Time (if delivery time exceeds this, quote may be rejected by UNDP)	<input checked="" type="checkbox"/> UNDP will sign a Long Term Agreement with the selected service provider for an initial period of two years with the provision of extension for one additional year, based on satisfactory performance. <div style="text-align: center;">[pls. indicate] [pls. indicate]</div>	
Delivery Schedule		
Packing Requirements		
Mode of Transport		[pls. specify]
Preferred Currency of Quotation ³	<input checked="" type="checkbox"/> Local Currency: Nepalese Rupees (NPR.) inclusive of VAT	
Value Added Tax on Price Quotation ⁴	<input checked="" type="checkbox"/> Must be inclusive of VAT and all other applicable indirect taxes	

¹ Must be linked to INCO Terms chosen.

² Depends on INCO Terms. The suggestion to use a UNDP preferred courier is only for purposes of familiarity with procedures and documentary requirements applicable to the UNDP when clearing with customs.

³ Local vendors must comply with any applicable laws regarding doing business in other currencies. Conversion of currency into the UNDP preferred currency, if the offer is quoted differently from what is required, shall be based only on UN Operational Exchange Rate prevailing at the time of UNDP's issuance of Purchase Order.

⁴ This must be reconciled with the INCO Terms required by the RFQ. Furthermore, VAT exemption status varies from one country to another. Pls. tick whatever is applicable to the UNDP CO/BU requiring the goods.

After-sales services required	<input type="checkbox"/> Others <i>[pls. specify]</i>
Deadline for the Submission of Quotation	5:00PM, Monday July 31, 2017
All documentations, including catalogs, instructions and operating manuals, shall be in this language	<input checked="" type="checkbox"/> English <i>[pls. specify, including dialects, if needed]</i>
Documents to be submitted ⁵	<input checked="" type="checkbox"/> Duly Accomplished Form as provided in Annex 2, and in accordance with the list of requirements in Annex 1; <input checked="" type="checkbox"/> Latest Business Registration Certificate; <input checked="" type="checkbox"/> Latest VAT/PAN Registration Certificate; <input checked="" type="checkbox"/> Latest Tax Clearance Certificate; <input checked="" type="checkbox"/> CV's of the proposed messengers <input checked="" type="checkbox"/> Track records to evidence at least 2 years of experience in providing similar messenger services <input checked="" type="checkbox"/> Latest Audited Financial Statement (Income Statement and Balance Sheet) including Auditor's Report for the past 2 years.

⁵ First 2 items in this list are mandatory for the supply of imported goods

	<p style="text-align: center;">“Dangerous Goods</p> <p><input checked="" type="checkbox"/> Written Self-Declaration of not being included in the UN Security Council 1267/1989 list, UN Procurement Division List or other UN Ineligibility List; <input type="checkbox"/> Others <i>[pls. specify as many as required]</i></p>
Period of Validity of Quotes starting the Submission Date	<p><input checked="" type="checkbox"/> 90 days</p> <p>In exceptional circumstances, UNDP may request the Vendor to extend the validity of the Quotation beyond what has been initially indicated in this RFQ. The Proposal shall then confirm the extension in writing, without any modification whatsoever on the Quotation.</p>
Partial Quotes	<input checked="" type="checkbox"/> Not permitted
Payment Terms ⁶	<input checked="" type="checkbox"/> Payment will be made on monthly basis.
Liquidated Damages	
Evaluation Criteria <i>[check as many as applicable]</i>	<p><input checked="" type="checkbox"/> Technical responsiveness/Full compliance to requirements and lowest price⁷ <input checked="" type="checkbox"/> Verification and acceptance of the samples. <input checked="" type="checkbox"/> Full acceptance of the PO/Contract General Terms and Conditions <i>[this is a mandatory criteria and cannot be deleted regardless of the nature of services required]</i> <input checked="" type="checkbox"/> Earliest Delivery / Shortest Lead Time⁸ <input type="checkbox"/> Others </p>

⁶ UNDP preference is not to pay advanced amount upon signing of contract. If vendor strictly requires advanced payment, it will be limited only up to 20% of the total price quoted. For any higher percentage, or advanced payment of \$30,000 or higher, UNDP shall require the vendor to submit a bank guarantee or bank cheque payable to UNDP, in the same amount as the advanced payment made by UNDP to the vendor.

⁷ UNDP reserves the right not to award the contract to the lowest priced offer, if the second lowest price among the responsive offer is found to be significantly more superior, and the price is higher than the lowest priced compliant offer by not more than 10%, and the budget can sufficiently cover the price difference. The term “more superior” as used in this provision shall refer to offers that have exceeded the pre-determined requirements established in the specifications.

⁸ This shall be used for time-critical and/or exigent requirements (e.g., post-crisis emergencies, elections, etc.).

UNDP will award to:	<input checked="" type="checkbox"/> One and only one supplier
Type of Contract to be Signed	<input checked="" type="checkbox"/> UNDP's institutional service contract <input checked="" type="checkbox"/> Long-Term Agreement ⁹ <input type="checkbox"/> Other Type/s of Contract:
Special conditions of Contract	[pls. specify]
Conditions for Release of Payment	[specify method, if possible] [specify standard, if possible] [specify no. of trainees, and location of training, if possible] <input checked="" type="checkbox"/> Written Acceptance of completion of the services, based on full compliance with RFQ requirements [pls. specify]
Annexes to this RFQ ¹⁰	<input checked="" type="checkbox"/> Schedule of Requirement for Messenger Services for UN House (Annex 1) <input checked="" type="checkbox"/> Form for Submission of Quotation (Annex 2) <input checked="" type="checkbox"/> General Terms and Conditions / Special Conditions (Annex 3). <input checked="" type="checkbox"/> Terms of Reference for Internal Messengers (Annex 4) <input checked="" type="checkbox"/> Terms of Reference for External Messengers (Annex 5) [pls. specify, if any] Non-acceptance of the terms of the General Terms and Conditions (GTC) shall be grounds for disqualification from this procurement process.

⁹ Minimum of one (1) year period and may be extended up to a maximum of three (3) years subject to satisfactory performance evaluation

¹⁰ Where the information is available in the web, a URL for the information may simply be provided.

Contact address for Inquiries (Written inquiries only) ¹¹	<p><i>Procurement Unit</i> <i>UNDP Nepal</i> <i>Email: query.procurement.np@undp.org</i></p> <p>Written inquiries must be submitted mentioning RFQ Ref: UNDP/RFQ/26/2017(UG), on or before 12:00 Noon, 25 July 2017. UNDP shall respond to the inquiries through a bulletin posted in UNDP Website: http://www.np.undp.org/content/nepal/en/home/operations/procurement.html. Inquiries received after the above date and time shall not be entertained.</p> <p>Any delay in UNDP's response shall be not used as a reason for extending the deadline for submission, unless UNDP determines that such an extension is necessary and communicates a new deadline to the Proposers</p>
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Goods offered shall be reviewed based on completeness and compliance of the quotation with the minimum specifications described above and any other annexes providing details of UNDP requirements.

The quotation that complies with all of the specifications, requirements and offers the lowest price, as well as all other evaluation criteria indicated, shall be selected. Any offer that does not meet the requirements shall be rejected.

Any discrepancy between the unit price and the total price (obtained by multiplying the unit price and quantity) shall be re-computed by UNDP. The unit price shall prevail and the total price shall be corrected. If the supplier does not accept the final price based on UNDP's re-computation and correction of errors, its quotation will be rejected.

After UNDP has identified the lowest price offer, UNDP reserves the right to award the contract based only on the prices of the goods in the event that the transportation cost (freight and insurance) is found to be higher than UNDP's own estimated cost if sourced from its own freight forwarder and insurance provider.

At any time during the validity of the quotation, no price variation due to escalation, inflation, fluctuation in exchange rates, or any other market factors shall be accepted by UNDP after it has received the quotation. At the time of award of Contract or Purchase Order, UNDP reserves the right to vary (increase or decrease) the quantity of services and/or goods, by up to a maximum twenty five per cent (25%) of the total offer, without any change in the unit price or other terms and conditions.

Any Purchase Order that will be issued as a result of this RFQ shall be subject to the General Terms and Conditions attached hereto. The mere act of submission of a quotation implies that the vendor accepts without question the General Terms and Conditions of UNDP herein attached as Annex 3.

¹¹ This contact person and address is officially designated by UNDP. If inquiries are sent to other person/s or address/es, even if they are UNDP staff, UNDP shall have no obligation to respond nor can UNDP confirm that the query was received.

UNDP is not bound to accept any quotation, nor award a contract/Purchase Order, nor be responsible for any costs associated with a Supplier's preparation and submission of a quotation, regardless of the outcome or the manner of conducting the selection process.

Please be advised that UNDP's vendor protest procedure is intended to afford an opportunity to appeal for persons or firms not awarded a purchase order or contract in a competitive procurement process. **In the event that** you believe you have not been fairly treated, you can find detailed information about vendor protest procedures in the following link:

<http://www.undp.org/content/undp/en/home/operations/procurement/protestandsanctions/>

UNDP encourages every prospective Vendor to avoid and prevent conflicts of interest, by disclosing to UNDP if you, or any of your affiliates or personnel, were involved in the preparation of the requirements, design, specifications, cost estimates, and other information used in this RFQ.

UNDP implements a zero tolerance on fraud and other proscribed practices, and is committed to identifying and addressing all such acts and practices against UNDP, as well as third parties involved in UNDP activities. UNDP expects its suppliers to adhere to the UN Supplier Code of Conduct found in this link : http://www.un.org/depts/ptd/pdf/conduct_english.pdf

Thank you and we look forward to receiving your quotation.

Sincerely yours,



Krishna Raj Adhikari

Assistant Country Director (O), UNDP Nepal

July 19, 2017

Annex 1

Schedule of Requirements for Messenger Services for UN House

Schedule of Requirement			
S.no.	Description	Qty	Requirement
1	Messenger Services for UN House as per the attached Terms of Reference (ToR) – Annex 4 and 5.	4 messengers (2 internal and 2 external messengers)	UNDP will enter into a Long Term Agreement with the selected service provider for an initial period of 2 years with the provision of extension for one additional year, based on satisfactory performance.



Krishna Raj Adhikari
Assistant Country Director (O)
July 19, 2017

FORM FOR SUBMITTING SUPPLIER'S QUOTATION¹²*(This Form must be submitted only using the Supplier's Official Letterhead/Stationery¹³)*

We, the undersigned, hereby accept in full the UNDP General Terms and Conditions, and hereby offer bid for Messenger Services for UN House in conformity with the requirements of UNDP as per RFQ Reference No. UNDP/RFQ/26/2017:

TABLE 1 : Offer for Messenger Services for UN House

Item No	Description	Quantity	Rate per month in NPR.	Amount in NPR.
1	Cost of Internal Messenger per month	2		
2	Cost of External Messenger per month	2		
	Total cost per month			
	13% VAT			
	Total cost with VAT			

Note: The price can be offered per contract year and shall be valid for the entire period of the Long Term Agreement

TABLE 2 : Estimated Operating Costs (if applicable)

List of Consumable Item/s (Include fast moving parts, if any)	Estimated Average Consumption	Unit of Measure	Unit Price	Total Price per Item
NOT APPLICABLE				

¹² This serves as a guide to the Supplier in preparing the quotation and price schedule.

¹³ Official Letterhead/Stationery must indicate contact details – addresses, email, phone and fax numbers – for verification purposes

TABLE 3 : Offer to Comply with Other Conditions and Related Requirements

Other Information pertaining to our Quotation are as follows :	Your Responses		
	<i>Yes, we will comply</i>	<i>No, we cannot comply</i>	<i>If you cannot comply, pls. indicate counter proposal</i>
Delivery Lead Time			
Estimated weight/volume/dimension of the Consignment:	NA	NA	
Country/ies Of Origin ¹⁴ :	NA	NA	
Warranty and After-Sales Requirements			
a) Training on Operations and Maintenance	NA	NA	
b) Defects Liability Period of 1 year as per Schedule of Requirement (Annex 1)	NA	NA	
c) Service Unit to be Provided when the Purchased Unit is Under Repair	NA	NA	
d) Brand new replacement if Purchased item is not working	NA	NA	
e) Others			
Validity of Quotation			
All Provisions of the UNDP General Terms and Conditions			
Other requirements <i>[pls. specify]</i>	NA	NA	

All other information that we have not provided automatically implies our full compliance with the requirements, terms and conditions of the RFQ.

[Name and Signature of the Supplier's Authorized Person]
[Designation]
[Date]

¹⁴ *If the country of origin requires Export License for the goods being procured, or other relevant documents that the country of destination may require, the supplier must submit them to UNDP if awarded the PO/contract.*

Annex 3

General Terms and Conditions for Services

1.0 LEGAL STATUS:

The Contractor shall be considered as having the legal status of an independent contractor vis-à-vis the United Nations Development Programme (UNDP). The Contractor's personnel and sub-contractors shall not be considered in any respect as being the employees or agents of UNDP or the United Nations.

2.0 SOURCE OF INSTRUCTIONS:

The Contractor shall neither seek nor accept instructions from any authority external to UNDP in connection with the performance of its services under this Contract. The Contractor shall refrain from any action that may adversely affect UNDP or the United Nations and shall fulfill its commitments with the fullest regard to the interests of UNDP.

3.0 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 this Contract, respect the local customs, and conform to a high standard of moral and ethical conduct.

4.0 ASSIGNMENT:

The Contractor shall not assign, transfer, pledge or make other disposition of this Contract or any part thereof, or any of the Contractor's rights, claims or obligations under this Contract except with the prior written consent of UNDP.

5.0 SUB-CONTRACTING:

In the event the Contractor requires the services of sub-contractors, the Contractor shall obtain the prior written approval and clearance of UNDP for all sub-contractors. The approval of UNDP of a sub-contractor shall not relieve the Contractor of any of its obligations under this Contract. The terms of any sub-contract shall be subject to and conform to the provisions of this Contract.

6.0 OFFICIALS NOT TO BENEFIT:

The Contractor warrants that no official of UNDP 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 this Contract.

7.0 INDEMNIFICATION:

The Contractor shall indemnify, hold and save harmless, and defend, at its own expense, UNDP, 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 acts or omissions of the Contractor, or the Contractor's employees, officers, agents or sub-contractors, in the performance of this Contract. This provision shall extend, inter alia, to claims and liability in the nature of workmen's compensation, products

liability and liability arising out of the use of patented inventions or devices, copyrighted material or other intellectual property by the Contractor, its employees, officers, agents, servants or sub-contractors. The obligations under this Article do not lapse upon termination of this Contract.

8.0 INSURANCE AND LIABILITIES TO THIRD PARTIES:

- 8.1** 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.
- 8.2** The Contractor shall provide and thereafter maintain all appropriate workmen's compensation insurance, or the equivalent, with respect to its employees to cover claims for personal injury or death in connection with this Contract.
- 8.3** 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 services 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.
- 8.4** Except for the workmen's compensation insurance, the insurance policies under this Article shall:
 - 8.4.1** Name UNDP as additional insured;
 - 8.4.2** Include a waiver of subrogation of the Contractor's rights to the insurance carrier against the UNDP;
 - 8.4.3** Provide that the UNDP shall receive thirty (30) days written notice from the insurers prior to any cancellation or change of coverage.
- 8.5** The Contractor shall, upon request, provide the UNDP with satisfactory evidence of the insurance required under this Article.

9.0 ENCUMBRANCES/LIENS:

The Contractor shall not cause or permit any lien, attachment or other encumbrance by any person to be placed on file or to remain on file in any public office or on file with the UNDP 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.

10.0 TITLE TO EQUIPMENT:

Title to any equipment and supplies that may be furnished by UNDP shall rest with UNDP and any such equipment shall be returned to UNDP at the conclusion of this Contract or when no longer needed by the Contractor. Such equipment, when returned to UNDP, shall be in the same condition as when delivered to the Contractor, subject to normal wear and tear. The Contractor shall be liable to compensate UNDP for equipment determined to be damaged or degraded beyond normal wear and tear.

11.0 COPYRIGHT, PATENTS AND OTHER PROPRIETARY RIGHTS:

- 11.1** Except as is otherwise expressly provided in writing in the Contract, the UNDP shall be entitled to all intellectual property and other proprietary rights including, but not limited to, patents, copyrights, and trademarks, with regard to products, processes, inventions, ideas, know-how, or documents and other materials which the Contractor has developed for the UNDP under the Contract and which bear a direct relation to or are produced or prepared or collected in consequence of, or during the course of, the performance of the Contract, and the Contractor

acknowledges and agrees that such products, documents and other materials constitute works made for hire for the UNDP.

- 11.2 To the extent that any such intellectual property or other proprietary rights consist of any intellectual property or other proprietary rights of the Contractor: (i) that pre-existed the performance by the Contractor of its obligations under the Contract, or (ii) that the Contractor may develop or acquire, or may have developed or acquired, independently of the performance of its obligations under the Contract, the UNDP does not and shall not claim any ownership interest thereto, and the Contractor grants to the UNDP a perpetual license to use such intellectual property or other proprietary right solely for the purposes of and in accordance with the requirements of the Contract.
- 11.3 At the request of the UNDP; the Contractor shall take all necessary steps, execute all necessary documents and generally assist in securing such proprietary rights and transferring or licensing them to the UNDP in compliance with the requirements of the applicable law and of the Contract.
- 11.4 Subject to the foregoing provisions, all maps, drawings, photographs, mosaics, plans, reports, estimates, recommendations, documents, and all other data compiled by or received by the Contractor under the Contract shall be the property of the UNDP, shall be made available for use or inspection by the UNDP at reasonable times and in reasonable places, shall be treated as confidential, and shall be delivered only to UNDP authorized officials on completion of work under the Contract.

12.0 USE OF NAME, EMBLEM OR OFFICIAL SEAL OF UNDP OR THE UNITED NATIONS:

The Contractor shall not advertise or otherwise make public the fact that it is a Contractor with UNDP, nor shall the Contractor, in any manner whatsoever use the name, emblem or official seal of UNDP or THE United Nations, or any abbreviation of the name of UNDP or United Nations in connection with its business or otherwise.

13.0 CONFIDENTIAL NATURE OF DOCUMENTS AND INFORMATION:

Information and data that is considered proprietary by either Party and that is delivered or disclosed by one Party ("Discloser") to the other Party ("Recipient") during the course of performance of the Contract, and that is designated as confidential ("Information"), shall be held in confidence by that Party and shall be handled as follows:

- 13.1 The recipient ("Recipient") of such information shall:
 - 13.1.1 use the same care and discretion to avoid disclosure, publication or dissemination of the Discloser's Information as it uses with its own similar information that it does not wish to disclose, publish or disseminate; and,
 - 13.1.2 use the Discloser's Information solely for the purpose for which it was disclosed.
- 13.2 Provided that the Recipient has a written agreement with the following persons or entities requiring them to treat the Information confidential in accordance with the Contract and this Article 13, the Recipient may disclose Information to:
 - 13.2.1 any other party with the Discloser's prior written consent; and,
 - 13.2.2 the Recipient's employees, officials, representatives and agents who have a need to know such Information for purposes of performing obligations under the Contract, and employees officials, representatives and agents of any legal entity that it controls controls it, or with which it is under common control, who have a need to know such Information

for purposes of performing obligations under the Contract, provided that, for these purposes a controlled legal entity means:

13.2.2.1 a corporate entity in which the Party owns or otherwise controls, whether directly or indirectly, over fifty percent (50%) of voting shares thereof; or,

13.2.2.2 any entity over which the Party exercises effective managerial control; or,

13.2.2.3 for the UNDP, an affiliated Fund such as UNCDF, UNIFEM and UNV.

13.3 The Contractor may disclose Information to the extent required by law, provided that, subject to and without any waiver of the privileges and immunities of the United Nations, the Contractor will give the UNDP sufficient prior notice of a request for the disclosure of Information in order to allow the UNDP to have a reasonable opportunity to take protective measures or such other action as may be appropriate before any such disclosure is made.

13.4 The UNDP may disclose Information to the extent as required pursuant to the Charter of the UN, resolutions or regulations of the General Assembly, or rules promulgated by the Secretary-General.

13.5 The Recipient shall not be precluded from disclosing Information that is obtained by the Recipient from a third party without restriction, is disclosed by the Discloser to a third party without any obligation of confidentiality, is previously known by the Recipient, or at any time is developed by the Recipient completely independently of any disclosures hereunder.

13.6 These obligations and restrictions of confidentiality shall be effective during the term of the Contract, including any extension thereof, and, unless otherwise provided in the Contract, shall remain effective following any termination of the Contract.

14.0 FORCE MAJEURE; OTHER CHANGES IN CONDITIONS

14.1 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 the UNDP, 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 the UNDP of any other changes in conditions or the occurrence of any event that interferes or threatens to interfere with its performance of this Contract. On receipt of the notice required under this Article, the UNDP 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 this Contract.

14.2 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, the UNDP shall have the right to suspend or terminate this Contract on the same terms and conditions as are provided for in Article 15, "Termination", except that the period of notice shall be seven (7) days instead of thirty (30) days.

14.3 Force majeure as 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.

14.4 The Contractor acknowledges and agrees that, with respect to any obligations under the Contract that the Contractor must perform in or for any areas in which the UNDP is engaged in, preparing to engage in, or disengaging from any peacekeeping, humanitarian or similar operations, any delays or failure to perform such obligations arising from or relating to harsh conditions within such areas or to any incidents of civil unrest occurring in such areas shall not, in and of itself, constitute force majeure under the Contract..

15.0 TERMINATION

- 15.1 Either party may terminate this Contract for cause, in whole or in part, upon thirty (30) days notice, in writing, to the other party. The initiation of arbitral proceedings in accordance with Article 16.2 ("Arbitration"), below, shall not be deemed a termination of this Contract.
- 15.2 UNDP reserves the right to terminate without cause this Contract at any time upon 15 days prior written notice to the Contractor, in which case UNDP shall reimburse the Contractor for all reasonable costs incurred by the Contractor prior to receipt of the notice of termination.
- 15.3 In the event of any termination by UNDP under this Article, no payment shall be due from UNDP to the Contractor except for work and services satisfactorily performed in conformity with the express terms of this Contract.
- 15.4 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, the UNDP may, without prejudice to any other right or remedy it may have under the terms of these conditions, terminate this Contract forthwith. The Contractor shall immediately inform the UNDP of the occurrence of any of the above events.

16.0 SETTLEMENT OF DISPUTES

- 16.1 **Amicable Settlement:** The Parties shall use their best efforts to settle amicably any dispute, controversy or claim arising out of 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.
- 16.2 **Arbitration:** Any dispute, controversy, or claim between the Parties arising out of the Contract or the breach, termination, or invalidity thereof, unless settled amicably under Article 16.1, above, within sixty (60) days after receipt by one Party of the other Party's written request for such amicable settlement, shall be referred by either Party to arbitration in accordance with the UNCITRAL Arbitration Rules then obtaining. The decisions of the arbitral tribunal shall be based on general principles of international commercial law. For all evidentiary questions, the arbitral tribunal shall be guided by the Supplementary Rules Governing the Presentation and Reception of Evidence in International Commercial Arbitration of the International Bar Association, 28 May 1983 edition. The arbitral tribunal shall be empowered to order the return or destruction of goods or any property, whether tangible or intangible, or of any confidential information provided under the Contract, order the termination of the Contract, or order that any other protective measures be taken with respect to the goods, services or any other property, whether tangible or intangible, or of any confidential information provided under the Contract, as appropriate, all in accordance with the authority of the arbitral tribunal pursuant to Article 26 ("Interim Measures of Protection") and Article 32 ("Form and Effect of the Award") of the UNCITRAL Arbitration Rules. The arbitral tribunal shall have no authority to award punitive damages. In addition, unless otherwise expressly provided in the Contract, the arbitral tribunal shall have no authority to award interest in excess of the London Inter-Bank Offered Rate ("LIBOR") then prevailing, and any such interest shall be simple interest only. The Parties shall be bound by any arbitration award rendered as a result of such arbitration as the final adjudication of any such dispute, controversy, or claim.

17.0 PRIVILEGES AND IMMUNITIES:

Nothing in or relating to this Contract shall be deemed a waiver, express or implied, of any of the privileges and immunities of the United Nations, including its subsidiary organs.

18.0 TAX EXEMPTION

18.1 Section 7 of the Convention on the Privileges and Immunities of the United Nations provides, inter alia that the United Nations, including its subsidiary organs, is exempt from all direct taxes, except charges for public utility services, and is exempt from customs duties and charges of a similar nature in respect of articles imported or exported for its official use. In the event any governmental authority refuses to recognize the United Nations exemption from such taxes, duties or charges, the Contractor shall immediately consult with the UNDP to determine a mutually acceptable procedure.

18.2 Accordingly, the Contractor authorizes UNDP to deduct from the Contractor's invoice any amount representing such taxes, duties or charges, unless the Contractor has consulted with the UNDP before the payment thereof and the UNDP has, in each instance, specifically authorized the Contractor to pay such taxes, duties or charges under protest. In that event, the Contractor shall provide the UNDP with written evidence that payment of such taxes, duties or charges has been made and appropriately authorized.

19.0 CHILD LABOUR

19.1 The Contractor represents and warrants that neither it, nor any of its suppliers is engaged in any practice inconsistent with the rights set forth in the Convention on the Rights of the Child, including Article 32 thereof, 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.

19.2 Any breach of this representation and warranty shall entitle UNDP to terminate this Contract immediately upon notice to the Contractor, at no cost to UNDP.

20.0 MINES:

20.1 The Contractor represents and warrants that neither it nor any of its suppliers is actively and directly engaged in patent activities, development, assembly, production, trade or manufacture of mines or in such activities in respect of components primarily utilized in the manufacture of Mines. The term "Mines" means those devices defined in Article 2, Paragraphs 1, 4 and 5 of Protocol II annexed to the Convention on Prohibitions and Restrictions on the Use of Certain Conventional Weapons Which May Be Deemed to Be Excessively Injurious or to Have Indiscriminate Effects of 1980.

20.2 Any breach of this representation and warranty shall entitle UNDP to terminate this Contract immediately upon notice to the Contractor, without any liability for termination charges or any other liability of any kind of UNDP.

21.0 OBSERVANCE OF THE LAW:

The Contractor shall comply with all laws, ordinances, rules, and regulations bearing upon the performance of its obligations under the terms of this Contract.

22.0 SEXUAL EXPLOITATION:

- 22.1** The Contractor shall take all appropriate measures to prevent sexual exploitation or abuse of anyone by it or by any of its employees or any other persons who may be engaged by the Contractor to perform any services under the Contract. For these purposes, sexual activity with any person less than eighteen years of age, regardless of any laws relating to consent, shall constitute the sexual exploitation and abuse of such person. In addition, the Contractor shall refrain from, and shall take all appropriate measures to prohibit its employees or other persons engaged by it from, exchanging any money, goods, services, offers of employment or other things of value, for sexual favors or activities, or from engaging in any sexual activities that are exploitive or degrading to any person. The Contractor acknowledges and agrees that the provisions hereof constitute an essential term of the Contract and that any breach of this representation and warranty shall entitle UNDP to terminate the Contract immediately upon notice to the Contractor, without any liability for termination charges or any other liability of any kind.
- 22.2** The UNDP shall not apply the foregoing standard relating to age in any case in which the Contractor's personnel or any other person who may be engaged by the Contractor to perform any services under the Contract is married to the person less than the age of eighteen years with whom sexual activity has occurred and in which such marriage is recognized as valid under the laws of the country of citizenship of such Contractor's personnel or such other person who may be engaged by the Contractor to perform any services under the Contract.

23.0 AUTHORITY TO MODIFY:

Pursuant to the Financial Regulations and Rules of UNDP, only the UNDP Authorized Official possesses the authority to agree on behalf of UNDP to any modification of or change in this Contract, to a waiver of any of its provisions or to any additional contractual relationship of any kind with the Contractor. Accordingly, no modification or change in this Contract shall be valid and enforceable against UNDP unless provided by an amendment to this Contract signed by the Contractor and jointly by the UNDP Authorized Official.

**TERMS OF REFERENCE FOR LONG TERM
AGREEMENT FOR MESSENGER SERVICES
(INTERNAL)**

1. BACKGROUND

UNDP on behalf of participating UN agencies in the UN House is seeking for a company registered with the government of Nepal to provide the professional internal messenger services for the offices under the terms and conditions set below.

2. OBJECTIVE

Through the mechanism of outsourcing, UNDP wishes to obtain services of an internal Messenger who has previous experience of providing day to day messenger services. The function is primarily responsible to circulate the mail and other relevant document from the central mail room to the various UN Agencies within the UN House in accordance with approved dispatch schedule. The Messenger shall assist and work under the direct monitoring of Mail Room In-charge and occasionally needs to report to UN Common Services Unit.

- 2.1 Collect and Deliver internal document to appropriate staff or offices within UN House
- 2.2 Ensure that the document deliveries are on time and are done with the highest level of confidentiality
- 2.3 Maintain appropriate records of the document delivered
- 2.4 Assist in smooth functioning of the distribution of internal mails within UN House
- 2.5 Provide support to the UNDP administration unit in distribution of stationaries within UN House
- 2.6 The Mail Focal person can assign any other tasks to the messenger when he/she is free.

3. OPERATING PROCEDURES

- 3.1 To assist the UN Mail In-charge to segregate incoming and outgoing mails of the UN Agencies and compile them separately
- 3.2 To distribute internal mails within the UN agencies in accordance in with approved mail distribution schedule
- 3.3 Compiles and segregates the internal document/mail on the basis of recipients and distributes it to the concerned staff within the UN House
- 3.4 Collects documents from UN Agency offices from the out tray, pigeon holes and separates them into internal and external

- 3.5 Outgoing mails are handed over to the UN Mail Room to send them out for distribution.
- 3.6 Given rounds of Agency offices are taken during the weekdays to collect mails from the out tray or pigeon holes
- 3.7 Rounds of UN Agency offices for delivery and collection of documents/mails as per the delivery schedule.
- 3.8 Segregation of external and internal documents deposited in the out-tray or pigeon hole. External to be handed over to external messengers and internal document to be circulated to the designated offices or staff.
- 3.9 All the above functions are to be carried out in very close cooperation and coordination with the UN Messenger on day to day basis. Timely delivery of mails of UN Agencies is of a paramount importance and that the consistency in delivery method and adherence to the approved delivery schedule are the keys in determining the timely delivery. Bearing this in mind following schedule shall apply:

Sundays: Occasionally (time as assigned by the Mail In-charge)

Monday to Friday: 8:45 hours to 17:45 hours (with 1 hour lunch break)

Saturday: Holiday (If required to report to the duty in emergency occasions, overtime will be paid)

- 3.10 The messengers are expected to maintain the highest level of confidentiality of the facts known to him/her and should not disclose any facts or information to any outsiders unless s/he is asked to do so in writing by the authorized official of the concerned agency.
- 3.11 When the messengers are on leave the replacement has to be arranged accordingly by the contractor for smooth operation of the duties.
- 3.12 The contractor needs to hold regular meetings with the messengers to keep themselves updated on the work being carried out and to address the key ongoing issues.
- 3.13 The company should provide a cell phone, bag, raincoat and a replacement when the messenger is on leave or sick ensuring smooth operation.
- 3.14. In case of support to UNDP Administration Unit, the messenger should report to the Admin Assistants twice in a day (9:30 am and 2:30 pm). In the morning at 9:30, the messenger should ensure that the machines are switched to "ON" position and replenish paper into all the trays of photocopy machines. The messenger should be capable of replacing consumable items such as

drum cartridge, fuser module, toner for color and B/W toners, printer cartridge etc of photocopy machine whenever needed. An orientation will be provided to them by UNDP initially. In the afternoon at 2:30, the messenger should report to UNDP admin to distributed stationaries to the staffs as per the request.

4. Contractor's Personnel

The UN as international organization looks for highest industrial standard competency coupled with respect and adaptability for cultural, religious, gender, race and nationality differences of people working for the United Nations.

- 4.1 The company shall provide qualified and experienced messenger having the basic skills in English speaking and understanding. The messenger must possess the knowledge of mail collection, compilation and delivery to the appropriate destinations.
- 4.2 The messenger must be mentally and physically fit to carry out the given work to him/her and should have no criminal record or any ongoing court cases.
- 4.3 A copy of attested citizenship certificate of the messenger to be provided to the UNDP for the internal record.
- 4.4 The messenger should be able to prioritize work and client oriented services based on the urgency and the importance work.
- 4.5 Should be able to communicate well with good written and spoken skills in Nepali language. Must be able to read, speak and understand English Language.
- 4.6 Should possess a certificate of class ten with at least two years of experience in the relevant field.
- 4.7 Should be able to respond positively to critical feedback and take it in a constructive manner.

5. ENTITLEMENT AND BENEFIT

The company will be paid with the remuneration as agreed and stated in the contract document for the messenger services provided to the UN agencies. It is the responsibility of the company to provide remuneration and any other perks in accordance with its established rules and regulations for staff benefit, but by no means less than the labor rate determined by the Government of Nepal. The person working for UNDP shall remain staff of the company recruiting him/her and should not be confused as or construed to be staff of UNDP.

It is the responsibility of the company, not UNDP, to provide all such benefits applicable as insurance, leave, gratuity, and workmen's compensation etc. The company shall further assume such full responsibility of its staffs deployed to UNDP at all times as injury, bodily dismemberment or death during the course of performance of the duties and shall keep the UNDP free or harmless of any such occurrence.

It should further be understood that it is the responsibility of the hiring company to pay taxes or any other kind of liabilities that may be incurred in connection with these services and that the company is accountable to the government of Nepal. UNDP does not take any responsibility for payment of any kind of tax or other liabilities that are likely to result in due to this service provision.

6. TERMINATION

The contract can be terminated by giving a three months advance notice by one party (UN Agencies or the company of its intension to do so to other party (UN Agencies Company) in writing and acceptance of the same by the other party. However, the contract will render the automatic premature termination in case of breach of terms and conditions mentioned in the Terms of Reference (TOR), and the contract document.

**TERMS OF REFERENCE FOR LONG TERM
AGREEMENT FOR MESSENGER SERVICES
(EXTERNAL)**

1. Background:

United Nations Agencies housed within the UN House in Nepal viz, UNDP, UNICEF, FAO and are seeking a registered company with the government of Nepal to provide the professional messenger services for their offices under the terms and conditions set out below:

2. Objective

The primary objective of this contract is to provide the professional messenger services to the concerned UN Agencies to deliver their letters, parcels, or any other official documents to their addressees efficiently and effectively on time. The detailed objectives, but not necessarily limited to, are as follows:

- 2.1 deliver the outgoing document to the proper offices/addressees within the Kathmandu valley;
- 2.2 ensure that the document deliveries are on time and with the highest level of confidentiality;
- 2.3 assist in the smooth functioning of the incoming and outgoing mails in the respective agencies;
- 2.4 collect the letters and pouches from the post offices belonging to the concerned UN Agencies from the post office;
- 2.5 Drop the letters, parcels or any other kind of official documents to the post office with proper stamp and postage on.

3. Operating Procedures

The mail focal points of each agency delegate the task and supervise the work of the messenger on a day-to-day basis. The messengers shall report to the mail focal points for any matter related to the outgoing mail delivery within the Kathmandu valley. The mail delivery will be governed by the following procedures:

- 3.1 First thing in the morning (between 9:00 A.M to 10:00 A.M), the messenger contacts the mail focal points *in* the respective agencies and collects the letters to be delivered and compiles them in a systematic manner on daily basis during the weekdays:
- 3.2 The outgoing mails shall be delivered twice a day: first at 10:30 A.M. When the first lot of mail delivery is over, the messenger should report back to the UN Mail Room and contact the mail focal points *in* the agencies for the second lot delivery. The second lot of the mail delivery shall start at 2:30 P.M. on daily basis:
- 3.3 The mail focal points contact the messenger over the cell phone in case if they require delivering the urgent mail in addition to the regular schedule deliveries. The messenger should come back to the focal point making the call, collect the urgent mail and start the mail delivery again;

occasionally in big events like UN Day, UNICEF DAY, FOOD DAY, Agencies' Report launching and other big events the said messengers must to deliver the mails and invitations on Sunday as well, as when assigned by the Mail In-charge according to the needs of Office. Sometimes even on Sundays (given urgent letters must be delivered) with out any delay.

- 3.4 The messenger must maintain and carry the log book of the mail delivery at all times when he is out of the office for the mail delivery. He should record and get the signature of the concerned addressee or his representative as soon as s/he distributes the mails
- 3.5 The messenger should provide the mail focal points with the copies of the mail delivery record at the end of each weekday before s/he departs from the office;
- 3.6 It is highly required that mails are carried in a proper bag, which is water proof and strong enough to hold the mail documents;
- 3.7 The company must provide cell phone, motorcycle and mail carrying bag/Raincoat to the messenger at its own cost; when the messengers are on leave the replacement has to be arranged accordingly by the contractor for smooth operation of the duties.
- 3.8 The company shall also provide the messenger with the Identity Card. The UN Agencies may also issue an identity card or similar kind for the messenger in order for him/her to access the restricted offices like Singha Durbar, Ministry of Foreign Affair and Ministry of Finance etc. **"However the contractor/messenger need to ensure that the Identity Card is not misused and is strictly used for relevant official purpose only"**
- 3.9 The messengers are expected to maintain the highest level of confidentiality of the facts known to him/her and should not disclose any facts or information to any outsiders unless s/he is asked to do so in writing by the authorized official of the concerned agency.
- 3.10 The company should provide trained messenger, who has the required knowledge in the delivery of mail delivery and who knows how to behave with the clients. The politeness and courtesy is expected from the messenger at all times, whether it is while dealing with the mail focal points or with the addressees or his/her representatives at various offices.
- 3.11 The messenger should take self initiative at times when there is high volume of mails to deliver and s/he is expected to assist the mail focal points in prioritizing the mails in order to ensure the efficient and timely distribution of the mail. The mail focal person can assign any other task related to Mail Room to the external messengers when they are free.
- 3.12 The company should provide one motorcycle with petrol, a cell phone, bag, raincoat and a replacement when he/she is on leave or sick.

4. Contractor's Personnel

- 4.1 The company shall provide qualified and experienced messenger having the basic skills in English speaking and understanding. The messenger must posses the knowledge of mail collection,

compilation and delivery to the appropriate destinations

- 4.2 The messenger should be capable of handling the cell phone and should have valid driving Licence for the motorcycle;
- 4.3 The messenger must be fit to carry out the work given to him/her both mentally and physically and should have no criminal record or any pending court cases
- 4.4 A copy of attested citizenship certificate of the messenger must be provided to the UNDP for the record purpose;
- 4.5 The messenger must possess the knowledge on the city map of Kathmandu, Lalitpur and Bhaktapur in order for him/her to be able to locate the addresses of the offices at reasonable time.
- 4.6 The company and the messenger provided will have the independent, legal status as contractor and in no respect shall they be considered as the staff member of the UNDP or any UN Agencies;
- 4.7 The proposed messenger should have at least 2 years of proven experience in the relevant field with certificate of class ten.

5. **Entitlement and Benefit**

The company will be paid with the remuneration as agreed and stated in the Contract document for the messenger services provided to the UN Agencies. The company and the messenger are not entitled to any other benefit unless otherwise expressly written in the document. The company shall assume the full responsibility for the settlement of any kind tax/es that he may be liable to pay to the Government of Nepal in connection with the service provided to the UN agencies under the scope of this contract.

6. **Termination**

The contract can be terminated by giving a three months advance notice by one party (UN Agencies or the company) of its intention to do so to other party (UN Agencies Company) in writing and acceptance of the same by the other party. However, the contract will render the automatic premature termination in case of breach of terms and conditions mentioned in the Terms of Reference (TOR), and the contract document.

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