

REQUEST FOR PROPOSAL

LRFP-2017-9130762

17 March 2017

UNITED NATIONS CHILDREN'S FUND (UNICEF)

Wishes to purchase

LONG TERM AGREEMENT for Customs Clearance & Forwarding Services for UNICEF/UN Agencies

SEALED offers should be sent to:

SUPPLY UNIT

UNICEF NCO, OPERATIONS WING

Man Bhawan, British Gorkha Marga

(Opposite Crystal Banquet take the motorable road and the NCO Wing is approximately 100 meters on your left)

Lalitpur

Offers can be submitted by email to NepalSupply@unicef.org

Offers MUST be submitted by latest 17:00 Nepal local time on 30 March 2017.

RFPs received after the stipulated date and time will be INVALIDATED.

IMPORTANT - ESSENTIAL INFORMATION

• Offers can be sent in batches to exceed the UNICEF email quota of (10) megabytes per email.

• All email communication in relation to this RFP must be clearly marked with the Bid Reference Number followed by the Vendor name in the subject line

• All documents must be duly stamped and signed submitted as PDF file attachments to the email.

• Technical and Financial Offers should be sent in separate emails

• No price information should be included in the Technical Proposal.

• BID FORM must be completed when responding to this RFP. You are welcome to enclose your own additional details etc., if necessary. However failure to complete the attached form or failure to complete the details as requested will result in invalidation.

• RFPs WILL ONLY BE ACCEPTED IN THE LOCAL CURRENCY (NEPALESE RUPEES). ANY OFFER RECEIVED IN ANY OTHER CURRENCY OTHER THAN THE LOCAL CURRENCY WILL BE INVALIDATED.

Any queries or request for information related to this RFP should be sent to NepalSupply@unicef.org



THIS REQUEST FOR PROPOSAL HAS BEEN:

Prepared By:

A handwritten signature in black ink, appearing to be "D. Thapa Magar", written over a horizontal line.

Durga Thapa Magar

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

Email : dtmagar@unicef.org

Verified By:

A handwritten signature in blue ink, appearing to be "E. Wright", written over a horizontal line.

BID FORM

BID FORM must be completed, signed and returned to UNICEF.
Bid must be made in accordance with the instructions contained in this INVITATION.

TERMS AND CONDITIONS OF CONTRACT

Any Purchase Order resulting from this INVITATION shall contain UNICEF General Terms and Conditions and any other Specific Terms and Conditions detailed in this INVITATION.

INFORMATION

Any request for information regarding this INVITATION must be forwarded by fax to the attention of the person who prepared this document, with specific reference to the Invitation number.

The Undersigned, having read the Terms and Conditions of INVITATION No. **LRFP-2017-9130762** set out in the attached document, hereby offers to execute the services specified in the Terms and Conditions set out in the document.

Signature: _____

Date: _____

Name & Title: _____

Company: _____

Postal Address: _____

Tel No: _____

Fax No: _____

E-mail Address: _____

Validity of Offer: _____

Currency of Offer: _____

Please indicate after having read UNICEF Price & Discount stated in the Specific Terms and Conditions, 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 Trade Discounts _____

Item No	Item Description	Quantity/Unit	Unit Price	Amount
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SCHEDULE NO: 1 LTA_004

00010		1 each		
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Terms of References

(Detailed TOR and related document are attached herewith)

Incoterms & Delivery Requested

Lead Time & Related Charges

Packing

Unit : Dimension.....x.....x.....cm

Weight.....kg

Volume.....cbm

Total: Dimension.....x.....x.....cm

Weight.....kg

Volume.....cbm

SPECIFIC TERMS AND CONDITIONS

INSTRUCTIONS TO THE BIDDERS

1. MARKING AND RETURNING PROPOSALS

1.1 All offers must be submitted as stated in the cover page

NO LATER THAN 17:00 Nepal local time on 30 March 2017.

1.2 Proposals shall be submitted in English

1.3 The Bid Form should be signed, and submitted together with the Offer. The Bid Form should be signed by the duly authorized representative of the submitting company.

1.4 Proposers should note that offers received in the following manners will be invalidated:

- a) To incorrect email or physical
- b) Received after the stipulated closing date and time
- c) Do not follow the required confidentiality

1.4 Technical and Financial Proposals should be submitted separately. The Technical Proposal and Financial Proposals shall contain all documentation as specified in the TOR. No price information should be included in the Technical Proposal.

2. E-MAIL PROPOSALS

2.1 All e-mailed offers should be sent to NepalSupply@unicef.org. This is the ONLY ACCEPTABLE email address for receipt of offers. No other recipient should be cc or bcc on the email.

2.2 Offers can be sent in batches to exceed the UNICEF email quota of (10) megabytes per email.

2.3 All email communication in relation to this RFP must be clearly marked with the Bid Reference Number followed by the Vendor name in the subject line.

2.4 All documents must be duly stamped and signed submitted as PDF file attachments to the email.

2.5 Technical and Financial Offers should be sent in separate emails

2.6 No price information should be included in the Technical Proposal.

3. OPENING OF OFFERS

3.1 There is no public bid opening for this Bid.

4. REQUEST FOR INFORMATION

4.1 Any queries or request for information related to this RFP should be sent to NepalSupply@unicef.org.

5. ERRORS IN OFFERS

5.1 Proposers are expected to examine all requirements and instructions pertaining to the Bid. Failure to do so will be at the Proposers own risk.

6. CORRECTIONS

6.1 Erasures or other corrections in the Proposal must be explained and the signature of the Bidder shown alongside.

7. MODIFICATION AND WITHDRAWAL

7.1 All changes to a Proposal must be received prior to the closing time and date. It must be clearly indicated that it is a modification and supersedes the earlier Proposal, or state the changes from the original Proposal.

7.2 Proposals may be withdrawn on written or faxed request received from Bidders prior to the opening time and date. Negligence on the part of the Bidder confers no right for the withdrawal of the Proposal after it has been opened.

8. VALIDITY OF PROPOSALS

8.1 Proposals should be valid for a period of not less than 180 days after the RFP closing date. Bidders are requested to indicate the validity period of their Proposal, as UNICEF may award additional contracts against the lowest acceptable proposal if requests for identical services are received during the Proposal validity period. UNICEF may also request the validity period to be extended.

9. RIGHTS OF UNICEF

9.1 UNICEF reserves the right to INVALIDATE any Proposal for reasons mentioned above, and, unless otherwise specified by UNICEF or by the Bidder, to accept any item in the Proposal.

9.2 UNICEF reserves the right to INVALIDATE any Proposal received from a Bidder who, in the opinion of UNICEF, is not in a position to perform the contract.

10. EVALUATION OF PROPOSALS

10.1 Following closure of the RFP, proposals will be evaluated by a UNICEF evaluation team to assess their merits. The evaluation will be restricted to the contents of the technical and financial proposals.

10.2 A 2 stage procedure will be utilized in evaluating proposals. First the Technical Proposals will be evaluated using the technical criteria and scoring as shown in the TOR. A proposal must meet the predefined minimum score for it to be considered further. The financial proposals will only be opened for the proposals that score above the predefined minimum score as shown in the TOR.

11. AWARD/ADJUDICATION OF PROPOSALS

11.1 The final selection of the most responsive proposals will be based on the best proposal overall, in terms of technical score and price. UNICEF reserves the right to make multiple arrangements for any goods/services where, in the opinion of UNICEF, the lowest acceptable Bidder cannot fully meet the delivery requirements or if it is deemed to be in UNICEF's best interest to do so.

12. RFP TERMS AND CONDITIONS

12.1 This RFP and any responses thereto, shall be the property of UNICEF. In submitting a proposal, the bidder acknowledges that UNICEF reserves the right to:

- (a) Visit and inspect the bidder's premises;

- (b) Contact any/all referees provided;
- (c) Request additional supporting or supplementary information;
- (d) Arrange interviews with the proposed project team/consultants;
- (e) Reject any/all of the proposals submitted;
- (f) Accept any proposals in whole or in part;
- (g) Negotiate with the most favorable bidder;
- (h) Award contracts to more than 1 bidder, as UNICEF considers being in its best interests.

12.2 Bidders shall bear all costs associated with the preparation and submission of proposals, and UNICEF shall not be responsible for these costs, irrespective of the outcome of the bidding process.

GENERAL TERMS AND CONDITIONS

A. ACCEPTANCE OF PURCHASE ORDER

The Purchase Order may only be accepted by the Supplier's signing and returning an acknowledgement copy of it or by timely delivery of the goods in accordance with the terms of this Purchase Order, as herein specified. Acceptance of this Purchase Order shall effect a contract between the Parties under which the rights and obligations of the Parties shall be governed solely by the terms and conditions of the Purchase Order, including these General Conditions. No additional or inconsistent provisions proposed by the Supplier shall bind UNICEF unless agreed to in writing by a duly authorized official of UNICEF.

B. PAYMENT

1. UNICEF shall, on fulfillment of the Delivery Terms, unless otherwise provided in this Purchase Order, make payment within 30 days of receipt of the Supplier's invoice for the goods and copies of the shipping documents specified in this Purchase Order.

2. Payment against the invoice referred to above will reflect any discount shown under the payment terms of this Purchase Order, provided payment is made within the period required by such payment terms.

3. Unless authorized by UNICEF, the Supplier shall submit one invoice in respect of this Purchase Order, and such invoice must indicate the Purchase Order's identification number.

The prices shown in this Purchase Order may not be increased except by express written agreement of UNICEF.

C. TAX EXEMPTION

1. Section 7 of the Convention of the Privileges and Immunities of the United Nations provides, inter-alia, that the UN, including its subsidiary organs, is exempt from all direct taxes, except charges for utilities 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 UNICEF's exemption from such taxes, duties or charges, the Supplier shall immediately consult with UNICEF to determine a mutually acceptable procedure.

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

D. EXPORT LICENCES

Notwithstanding any INCOTERM used in the Purchase Order, the Supplier shall obtain any export licences required for the goods.

E. RISK OF LOSS Notwithstanding any INCOTERM used in this Purchase Order, risk of loss, damage to or destruction of the goods shall be borne by the Supplier until physical delivery of the goods to the consignee has been completed in accordance with the terms of this Purchase Order.

F. FITNESS OF GOODS/PACKAGING

The Supplier warrants that the goods, including packaging, conform to the specifications for the goods ordered under the Purchase Order and are fit for the purposes for which such goods are ordinarily used and for purposes expressly made known to the Supplier by UNICEF, and are free from defects in workmanship and materials. The Supplier also warrants that the goods are contained or packaged adequately to protect the goods.

G. INSPECTION

1. UNICEF shall have a reasonable time after delivery of the goods to inspect them and to reject and refuse acceptance not conforming to the Purchase Order; payment for goods pursuant to the Purchase Order shall not be deemed an acceptance of the goods.

2. Inspection prior to shipment does not relieve the Supplier from any of its contractual obligations.

H. INTELLECTUAL PROPERTY INFRINGEMENT

The Supplier warrants that the use or supply by UNICEF of the goods sold under the Purchase Order does not infringe any patent, design, trade-name or trade-mark. In addition, the Supplier shall, pursuant to this warranty, indemnify, defend and hold UNICEF and the United Nations harmless from any actions or claims brought against UNICEF or the United Nations pertaining to the alleged infringement of a patent, design, trade-name or trade-mark arising in connection with the goods sold under this Purchase Order.

I. RIGHTS OF UNICEF

In case of failure by the Supplier to fulfil its obligations under the terms and conditions of the Purchase Order, including but not limited to failure to obtain necessary export licences, or to make delivery of all or part of the goods by the agreed delivery date or dates, UNICEF may, after giving the Supplier reasonable notice to perform and without prejudice to any other rights or remedies, exercise one or more of the following rights:

1. Procure all or part of the goods from other sources, in which event UNICEF may hold the Supplier responsible for any excess cost occasioned thereby.
2. Refuse to accept delivery of all or part of the goods.
3. Terminate this Purchase Order without any liability for termination charges or any other liability of any kind of UNICEF.

J. LATE DELIVERY

Without limiting any other rights or obligations of the parties hereunder, if the Supplier will be unable to deliver the goods by the delivery date(s) stipulated in this Purchase Order, the Supplier shall (i) immediately consult with UNICEF to determine the most expeditious means for delivering the goods and (ii) use and expedited means of delivery, at the Supplier's cost (unless the delay is due to Force Majeure), if reasonably so requested by UNICEF.

K. ASSIGNMENT AND INSOLVENCY

1. The Supplier shall not, except after obtaining the written consent of UNICEF assign, transfer, pledge or make other disposition of the Purchase Order, or any part thereof, or any of the Supplier's rights or obligations under this Purchase Order.

2. Should the Supplier become insolvent or should control of the Supplier change by virtue of insolvency, UNICEF may, without prejudice to any other rights or remedies, immediately terminate this Purchase Order by giving the Supplier written notice of termination.

L. USE OF UNICEF OR UN NAME OR EMBLEM

The Supplier shall not use the name, emblem or official seal of UNICEF or the United Nations for any purpose.

M. PROHIBITION ON ADVERTISING

The Supplier shall not advertise or otherwise make public that it is furnishing goods or services to UNICEF without specific permission of UNICEF in each instance.

N. 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 Purchase Order 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 Purchase Order or the breach, termination or invalidity thereof is settled amicably under the preceding paragraph of this Section within sixty (60) days after receipt by one Party of 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.

O. PRIVILEGES AND IMMUNITIES

Nothing in or related to these General Conditions or this Purchase Order shall be deemed a waiver of any of the privileges and immunities of the United Nations, including its subsidiary organs.

P. CHILD LABOUR

The Supplier represents and warrants that neither it nor any of its affiliates 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.

Any breach of this representation and warranty shall entitle UNICEF to terminate the Purchase Order immediately upon notice to the Supplier, without any liability for termination charges or any other liability of any kind of UNICEF.

Q. MINES

The Supplier guarantees that neither the Supplier's company, nor any of its affiliates, nor any subsidiaries controlled by its company, is engaged in the sale or manufacture of antipersonnel mines or of components utilized in the manufacture of anti-personnel mines. The Supplier recognizes that a breach of this provision will entitle UNICEF to terminate its supply contract with the Supplier.

Rev.1 - 1 February 1997