



Expression of interest for Shipping & Receiving of the UN Diplomatic Pouch

The United Nations Volunteers (UNV) programme is the United Nations (UN) organization that contributes to peace and development through volunteerism worldwide. Volunteerism is a powerful means of engaging people in tackling development challenges, and it can transform the pace and nature of development. Volunteerism benefits both society at large and the individual volunteer by strengthening trust, solidarity and reciprocity among citizens, and by purposefully creating opportunities for participation. UNV contributes to peace and development by advocating for recognition of volunteers, working with partners to integrate volunteerism into development programming, and mobilizing an increasing number and diversity of volunteers, including experienced UNV volunteers, throughout the world. UNV embraces volunteerism as universal and inclusive, and recognizes volunteerism in its diversity as well as the values that sustain it: free will, commitment, engagement and solidarity.

UNV engaged 7,303 UN volunteers in 2011, on a total of 7,708 assignments. With an average age of 38 years and the requisite professional skills and qualifications of some 5 to 10 years relevant experience, UN volunteers served in 132 countries in 2011 and came themselves from 162. The majority – 81 per cent – come from developing countries themselves. One third of UN volunteers served in their own countries, with the others carrying out international assignments. In addition, there are more than 16,000 online volunteering assignments offered annually by development organizations through the UNV Online Volunteering service. The financial equivalent of programme activities exceeds US\$235 million annually.

The UNV organization

UNV is headquartered in Bonn, Germany and has approximately 150 staff positions – with the majority in Bonn and some positions with different UN peacekeeping and political missions, and in other Headquarters locations (e.g. New York and Tokyo). The major organizational groups within UNV are:

- Office of the Executive Coordinator (OEC);
- Evaluation Unit (EU);
- Corporate Planning and Performance Unit (CPPU);
- Volunteer Programming and Management Group (VPMG) comprising the Peace Division (PD) and the Development Division (DD), Volunteer Recruitment Resources Section (VRRS), Quality Assurance Unit (QAU), Volunteer Knowledge and Innovation Section (VKIS);
- Partnerships and Communications Division (PCD) comprising the Partnerships Section (PS) and the Communications Unit (CU);
- Management Services Division (MSD) comprising the Information and Communication Technology Section (ICTS), Finance Section (FS), Human Resources Section (HRS), and the Administration Unit (AU). Additionally the Common Services Unit (CSU) provides support to the UN presence in Bonn.

Background

UNV Administration unit is responsible for handling all of the United Nations diplomatic mail for all of the UN agencies in Bonn, Germany. Shipments are sent and received weekly mainly from/to New York and Geneva, although other countries are also requested from time to time. The pouch is sent in sealed bags of typically 20-25 kg bags. This can range from one bag to up to fifty bags at a time, depending on demand. Statistics will be provided to the qualified bidders.

Freight Forwarding Services

UNV invites qualified organizations to express their interest in providing freight forwarding services, including:

- Arrange Air Cargo for the United Nations (UN) Diplomatic Pouch from Koeln/Bonn to New York and Geneva and occasionally other world destinations.
- clearing and collecting through customs
- pick up and delivery to our office in Bonn
- completion of airway bills

Exact task specifications will be supplied to the companies who are invited to bid.

Only companies who have the relative knowledge and experience in freight forwarding services will be considered (courier companies with relevant experience are also encouraged to apply). Interested potential suppliers should forward their expressions of interest, including the following documentation:

- A brief presentation of your company, including company profile. If your company has a local office in the Koeln/Bonn area, please provide details. If your company uses a partner office, please include the name of the local partner and address.
- Documentation of relevant experience in this field.
- A customer reference list including contact addresses, email and telephone (at least three that we may contact).
- Any Quality Management Certificates or Environmental Management certificates your company holds. Company policy on environmental issues.

Tender documents and any subsequent purchase order will be issued in accordance with the rules and procedures of UNDP.

Sealed proposals for the provision of the above products will be solicited from short-listed organizations. The purpose of this exercise will be to enter into Long Term Agreements with the successful bidder.

The Expression of Interest and accompanying documents must be received no later than **COB 24 September 2012**, and be forwarded to the following e-mail address: procurement@unv.org

Or in sealed envelopes to:
United Nations Volunteers (UNV)
Attention: Marc Wharton
Hermann-Ehlers-Str.10

D-53113 Bonn, Germany

By submitting an EOI, UNV expects that the bidder has read and agrees with the Terms and Conditions [Annex I]. Any queries related to this EOI, should be sent to procurement@unv.org with EOI Pouch in the title.

UNV reserves the right to accept or reject any Expression of Interest. Only qualified companies will be invited to participate in the possible subsequent tender exercise. Nothing in this EOI shall be taken to form a binding legal Contract. The potential subsequent procurement will be governed by the rules and regulations of the United Nations Development Programme (UNDP).

UNV expects to sign a Long Term Agreement (LTA) for 24 months, extendable to 36 months, upon satisfactory service with the winning bidder. The contract will commence in December 2012.

UNV GENERAL CONDITIONS OF CONTRACT

FOR PROFESSIONAL SERVICES

1. LEGAL STATUS

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

2. SOURCE OF INSTRUCTIONS

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

3. 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. 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 UNV.

5. SUB-CONTRACTING

In the event the Contractor requires the services of sub-contractors, the Contractor shall obtain the prior written approval and clearance of UNV for all sub-contractors. The approval of UNV 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 with the provisions of this Contract.

6. OFFICIALS NOT TO BENEFIT

The Contractor warrants that no official of UNV 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. INDEMNIFICATION

The Contractor shall indemnify, hold and save harmless, and defend, at its own expense, UNV, 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. 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 its 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:
- (i) Name UNV as additional insured;
 - (ii) Include a waiver of subrogation of the Contractor's rights to the insurance carrier against UNV;
 - (iii) Provide that UNV 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 UNV with satisfactory evidence of the insurance required under this Article.

9. 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 UNV 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. TITLE TO EQUIPMENT

Title to any equipment and supplies that may be furnished by UNV shall rest with UNV and any such equipment shall be returned to UNV at the conclusion of this Contract or when no longer needed by the Contractor. Such equipment, when returned to UNV, 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 UNV for equipment determined to be damaged or degraded beyond normal wear and tear.

11. COPYRIGHT, PATENTS AND OTHER PROPRIETARY RIGHTS

UNV shall be entitled to all intellectual property and other proprietary rights including but not limited to patents, copyrights, and trademarks, with regard to products, or documents and other

materials which bear a direct relation to or are produced or prepared or collected in consequence of or in the course of the execution of this Contract. At UNV'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 UNV in compliance with the requirements of the applicable law.

12. USE OF NAME, EMBLEM OR OFFICIAL SEAL OF UNV OR THE UNITED NATIONS

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

13. CONFIDENTIAL NATURE OF DOCUMENTS AND INFORMATION

- 13.1 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 UNV, shall be treated as confidential and shall be delivered only to UNV authorized officials on completion of work under this Contract.
- 13.2 The Contractor may not communicate at any time to any other person, Government or authority external to UNV, any information known to it by reason of its association with UNV which has not been made public except with the authorization of UNV; nor shall the Contractor at any time use such information to private advantage. These obligations do not lapse upon termination of this Contract.

14. FORCE MAJEURE; OTHER CHANGES IN CONDITIONS

- 14.1 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 which are beyond the control of the Parties.
- 14.2 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 UNV, 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 UNV of any other changes in conditions or the occurrence of any event which interferes or threatens to interfere with its performance of this Contract. The notice shall include steps proposed by the Contractor to be taken including any reasonable alternative means for performance that is not prevented by force majeure. On receipt of the notice required under this Article, UNV 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.
- 14.3 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, UNV 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.

15. TERMINATION

- 15.1 Either party may terminate this Contract for cause, in whole or in part, upon thirty days notice, in writing, to the other party. The initiation of arbitral proceedings in accordance with Article 16 "Settlement of Disputes" below shall not be deemed a termination of this Contract.

- 15.2 UNV reserves the right to terminate without cause this Contract at any time upon 15 days prior written notice to the Contractor, in which case UNV 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 UNV under this Article, no payment shall be due from UNV to the Contractor except for work and services satisfactorily performed in conformity with the express terms of this Contract. The Contractor shall take immediate steps to terminate the work and services in a prompt and orderly manner and to minimize losses and further expenditures.
- 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, UNV may, without prejudice to any other right or remedy it may have, terminate this Contract forthwith. The Contractor shall immediately inform UNV of the occurrence of any of the above events.

16. 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, 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.

16.2. 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 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, including its provisions on applicable law. 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.

17 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 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 UNV to determine a mutually acceptable procedure.
- 18.2 Accordingly, the Contractor authorizes UNV to deduct from the Contractor's invoice any amount representing such taxes, duties or charges, unless the Contractor has consulted with UNV before the payment thereof and UNV has, in each instance, specifically authorized the Contractor to pay such taxes, duties or charges under protest. In that event, the Contractor shall provide UNV

with written evidence that payment of such taxes, duties or charges has been made and appropriately authorized.

19 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 UNV to terminate this Contract immediately upon notice to the Contractor, at no cost to UNV.

20 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 UNV to terminate this Contract immediately upon notice to the Contractor, without any liability for termination charges or any other liability of any kind of UNV.

21 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 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 UNV unless provided by an amendment to this Contract signed by the authorized official of UNV.