

ANNEX A

TERMS OF REFERENCE (ToR) CUSTOMS CLEARANCE and INLAND TRANSPORTATION SERVICES RFQ/TUN/2021/003

1. BACKGROUND:

The Office of the United Nations High Commissioner for Refugees (UNHCR), in Tunis, wishes to enter into Frame Agreement for two (2) years period with possibility of extension for another one (1) year with one or more service provider(s) to serve its custom clearance and inland transportation services.

The contractor shall provide the necessary equipment (Trucks, Cranes, Forklift, including drivers/operators), facilities, qualified personnel, expertise and other means necessary to perform the custom clearance and inland transportation services and related services in accordance with the best commercial practice.

2. OBJECTIVES:

To provide comprehensive, high quality, efficient and well managed custom clearance and inland transportation services.

3. SCOPE OF SERVICES:

3.1 General Scope:

3.1.1 The main commodities to be cleared and transported are, but will not be limited to:

- Emergency shelter items, e.g. blankets, plastic sheeting, buckets, family tents, etc
- Sanitation supplies and equipment
- Education kits
- Vehicles
- IT equipment e.g. computers and printers
- Telecommunications equipment e.g. HF/VHF radios, V-SAT's, etc.
- Vaccines, pharmaceutical and health related products
- Hygiene Kits
- Cloths
- Any other item required by UNHCR

The Contractor shall provide on a priority basis the following under the Contract:

3.1.2 As and when requested by UNHCR, perform expediting, transport and related services from the point of entry in Tunisia to the point of destination as specified in the forwarding information or in writing by UNHCR.

3.1.3 Manage the entire transport chain and logistical functions from the port of entry of Tunisia to the point of final destination. This will include all necessary equipment, facilities, qualified personnel, expertise and other means necessary to perform the transport and related services in accordance with best commercial practice.

3.1.4 Manage the inland transport of goods to/from point of loading to the consignor as annotated on the waybill by UNHCR.

3.1.5 The Contractor acknowledges that it holds official authority permits and relevant documents for Customs Clearance and inland Transport Services necessary for performing the services under this Contract.

3.1.6 The Contractor shall remain on call at any time required and provide a point of contact with which to initiate urgent requests.

3.1.7 Should the Contractor fail to provide customs clearances and/or commence transportation of the goods to the required destination(s) within a time frame agreed at the time of issuance of the Shipping Documents, Waybill or equivalent document to the Contractor, following the Contractor's receipt of all necessary documents from UNHCR, UNHCR without prejudice, reserves the right to seek the appropriate services elsewhere. In relation to this, all costs incurred in excess to those normally charged by the Contractor shall be debited to the account of the Contractor.

3.1.8 All written communication shall be performed in English or French, by email, letter or fax.

3.2 Customs & Freight Forwarding:

3.2.1 The Contractor shall provide full clearing services as and when requested by UNHCR in its capacity as an accredited clearing and forwarding company. The scope of such services shall include the following:

- Tunisia Air imports (programme and office supplies)
 - airfreight clearance on tax free basis
 - bond clearance
 - provisional clearance pending perfection of documents
 - vaccines, medicines and medical supplies clearance on prior release
 - transit clearance for supplies to destinations outside Tunisia
 - transshipment clearance
 - personal effects clearance
- Sea & Land imports
 - Sea and land imports clearance, mostly containerized cargo and vehicle on tax free basis
 - bond clearance pending tax exemption approvals
 - transit clearance for supplies to destinations outside Tunisia
 - personal effects clearance
 - border points clearance

3.2.2 For each shipment, UNHCR shall provide the Contractor with a copy of the original shipping documents, such as letter of origin, bill of lading and supplier invoice to initiate customs clearance of goods. Upon receipt of the shipping documents the Contractor shall be fully responsible for clearing all formalities, including but not limited to; obtaining all necessary **approvals from relevant, authorities, departments, agencies and institutions until shipments are effectively received.**

3.2.3 The Contractor shall carry out its services in respect of each shipment in accordance with the instructions provided in writing.

3.2.4 The Contractor is to inform all relevant parties of any discrepancy observed between the goods collected and the terms and conditions of the shipping documentation.

3.2.5 It is the obligation of the Contractor to monitor and follow up on all shipments once notified by UNHCR, until release/final delivery in accordance with the delivery instructions. If any shipment deviates e.g. delays, short shipments and damages during transit, the Contractor is to promptly notify UNHCR of any deviation, and provide information or suggestions on further plan of action.

3.2.6 The Contractor shall pre-pay or arrange pre-payment of all applicable charges from point of delivery to the point of ultimate destination as specified in the delivery instructions.

3.2.7 The Contractor shall accomplish Customs Brokerage Services within two working days for Air freight and Sea freight shipments including (LCL) and vehicle shipments counting from date of receiving the shipping documents, delivery order and forwarding document handed over to the contractor by UNHCR.

3.2.8 In the event of any known discrepancy on in/outbound shipments, the Contractor shall notify UNHCR immediately and shall protect UNHCR's interest by placing an appropriate notation on the delivering carrier's shipping documents.

3.2.9 In the event that a shipment incurs any additional penalties such as port or demurrage fees, which could have been avoided if the Contractor exercised its duties within the parameters of this agreement, the Contractor will be liable for payment of such penalties.

3.3 TRANSPORTATION

3.3.1 Transportation services include door to door delivery and all transfers from truck to truck.

3.3.2 On completion of loading, UNHCR or its loading agent is to obtain a signature from the driver confirming the waybill accurately reflects stocks physically loaded. The Contractor will be provided with 3 copies of the waybill and the driver is responsible for seeking a signature from the consignor and distributing copies as follows:

- White copy (original) to be returned to UNHCR offices at a minimum on a weekly basis
- Blue copy to be retained by the transporter
- Pink copy to be handed over to the receiving warehouse
- Yellow to be retained by the issuing warehouse

3.3.3 In the event that goods are loaded with damage, this is to be annotated on the waybill and UNHCR is to be notified immediately. Upon delivery of consignments, the authorised recipient is to acknowledge:

- (i) the quantity and type of goods received and the date received;
- (ii) the condition of the goods received, including details as to whether the goods packaging were damaged prior to receipt by recipient or UNHCR; and

- (iii) the name and signature of authorised representative. The Contractor must include a copy of such acknowledgment receipt with all documentation provided in support of the invoiced claim submitted by the Contractor in connection therewith.

3.3.4 The Contractor shall notify UNHCR of any loss or damage immediately, howsoever caused, to goods stored or handled. The transportation services include the reconditioning of damaged packaging incurred during the transportation service and its laborers provided by the contractor. In the event of loss or damage the contractor is to reimburse UNHCR for

- a. replacement costs or
- b. cleaning, repackaging or refurbishment costs for any goods that are damaged during the transportation service.

3.3.5 The contractor is to ensure that all trucks (including tarpaulins), transporting UNHCR commodities are in good working order and clean. UNHCR reserves the right to refuse loading of trucks that are not roadworthy, that have perforated tarpaulins or that are soiled with dust, dirt or other debris. The Contractor is to ensure all loads are properly covered with good and strong tarpaulins and to ensure tarpaulins are secured properly using strong ropes.

3.3.6 The contractor is to notify UNHCR immediately if the quality or condition of goods being transported proceeds to cause hazard to other property, the driver or other persons within or if any shipment due to infestation, contamination or damage, might cause infestation, contamination or damage to any other goods transported therein. UNHCR will liaise with the contractor to determine the most appropriate remediation for the issue.

3.3.7 In the event that a vehicle remains idle for more than four hours after the time directed for loading/unloading as per the waybill or other authorization, demurrage charges shall be applied. In the event that demurrage charges are to be incurred for a particular shipment, the contractor is to provide one hour advance notice to provide UNHCR with the opportunity to remedy the issue.

3.3.8 Should a discrepancy arise between the transported goods and the waybill, the Contractor will be held financially liable with reimbursement of the purchase price (including shipment for internationally procured goods) will be deducted from the invoice immediately preceding the discrepancy.

4. ORGANISATIONAL REQUIREMENTS

- 4.1 Management and Liaison with UNHCR - the Contractor shall nominate a **professional key Account Manager, reliable contact person or persons** who will be responsible for the performance of the obligations and to liaise with UNHCR.
- 4.2 UNHCR reserves the right to request the Contractor during the term of this arrangement to assign additional personnel or to replace any of the Contractor's designated staff dealing with UNHCR or its agencies shipment and the Contractor shall promptly comply with such request.

5. REPORTING

- 5.1 The contractor is expected to submit reports on goods cleared on a monthly basis to the Head of Supply Unit of UNHCR.

6. INSURANCE

- 6.1 The Contractor will ensure that the trucks are fully insured (All Risk Insurance) to the value of the Vehicle and cargo contained therein against normal risks (fire, theft, damage and third party liability) at his own expense and no liability will attach to UNHCR in this respect and is to provide proof (a certificate from the insurance company) of the insurance coverage.
- 6.2 Additionally, the Contractor is to ensure that all staff employed by the Contractor to fulfill services on behalf of UNHCR is to be insured in accordance with laws of Tunisia and no liability will be attached to UNHCR in this respect.
- 6.3 Liability - the level of liability of the Contractor shall be greater of:
- International Federation of Freight Forwarders Associations (FIATA) standards; and the National standards.
- 6.4 Claims - the Contractor shall offer every assistance to UNHCR and/or the UNHCR designated Insurance Company in lodging and pursuing claims for loss or damage in transit with the relevant parties. The Contractor shall protect the interests of UNHCR at all times and ensure settlement is effected without delay, in accordance with relevant regulations, subject to inherent delays of the relevant legal systems.

7. ANTICIPATED RESULT OF THE SERVICES

- Dependability – strict adherence to contracted obligations;
- Job Knowledge – professional and technical expertise;
- Quality of Work – High quality of work;
- Cooperation – integration with all levels of staff;
- Inter-personal – responsiveness and recognition of cultural diversity;
- Judgement – highest form of integrity.

8. Key Performance Indicators

Key Performance Indicators – UNHCR and the Contractor shall review and evaluate the performance under the Contract by the end of each and every purchase order on agreed Key Performance Indicators.

- Ability to respond quickly to Agency's needs;
- Timely delivery of cargo in full, on time and in accordance with UNHCR requirement;
- Timely completion of custom clearance requests in full, on time and in accordance with UNHCR requirement;
- Contract/Purchase Order completed within the schedule;
- Delivery time fully respected;
- Service in conformity with Terms of Reference (ToR);
- Project Kept within the contracted budget;
- Quality of Service:
 - contractor provided the required level of effort;
 - changes in scope/time schedule.

END