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United Nations High Commissioner for Refugees
Haut Commissariat des Nations Unies pour les réfugiés

ANNEX-A

Terms of Reference For the Provision of Custom Clearance Services RFP/SOADEN/004/22

1. Requirement

General

- 1.1 The Office of the United Nations High Commissioner for Refugees (UNHCR) is a United Nations Agency mandated to lead and co-ordinate international action to protect refugees and resolve refugee related issues worldwide. Primary objective of the agency is to safeguard the rights and well-being of refugees. UNHCR strives to ensure that everyone can exercise the right to seek asylum and find safe refuge in another State, with the option to return home voluntarily, integrate locally or to resettle in a third country. In this context, UNHCR operation in Yemen, in close collaboration with the Government of Yemen, works with the Somali and Ethiopian refugees.
- 1.2 In relation to this work, UNHCR operation in Yemen, has a requirement for the provision of customs clearance and related services for goods ordered from suppliers and contingent owned equipment (shipments) at the airport and seaport of entry listed below, and freight forwarding, delivery of the shipments from those ports of entry to UNHCR's designated place of final destination or place of delivery within Yemen, on as and when required basis and in accordance with the scope of work below.
- 1.3 UNHCR Sub-Office Aden has the ability to respond to humanitarian emergencies in an efficient manner, the agency has strategically located warehouses nearby Aden seaport. The stock itself – with a majority of Core Relief Items (CRIs), Medical supplies and Essential drugs is owned by UNHCR that manages the items and arranges their release in collaboration with its logistic partner. The incoming items, stored in Aden warehouses and replenished on a regular basis in order to provide continuous support to emergency distributions. In response to increased humanitarian assistance needs in Yemen, UNHCR Sub-Office Aden supply chain is replenished regularly to ensure enough stocks are available.
- 1.4 Any resulting contract (hereinafter called "the Contract") shall be non-exclusive. The proposed contract period is for thirty-six (36) months with two (2) extensions of twelve months (12) each, at the option of UNHCR, all subject to satisfactory performance of the Contractor and UNHCR's requirements for the provision of the services.
- 1.5 For information only (not contractual) in 2020, 2021 and 2022, a total of 367 x 40-foot sea containers and 24 x 20-foot sea containers of UNHCR cargo were cleared through Aden Seaport and delivered to warehouses. A total of 46 airfreight cargo was cleared through Aden airport, including airlifts for cold chain items.
- 1.6 The main commodities to be cleared and transported (but not limited to) are:
 - a) Non-Food Items, e.g. blankets, plastic sheets, buckets, family tents, sleeping mats, mosquito nets, solar lamps, kitchen sets, etc..
 - b) Sanitation supplies and equipment



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- c) Vehicles and spare parts
- d) IT equipment e.g. computers and servers
- e) Telecommunications equipment e.g. HF/VHF radios, V-SAT's, etc.
- f) Vaccines, pharmaceutical and health related products
- g) Any other item required.

Airport of entry

- 1.7 The Contractor shall be responsible for the receipt, storage, handling, and customs clearance of UNHCR shipments at Aden airport.

Seaport of entry

- 1.8 The Contractor shall be responsible for the receipt, storage, handling, and customs clearance of UNHCR shipments at Aden Seaport.

Surface transportation

- 1.9 The Contractor may be requested to provide surface transportation of shipments from the port of entry to storage locations or other locations within Yemen.
- 1.10 UNHCR does not guarantee any minimum volume of shipments to be handled by the Contractor at any of the places specified above.

2. Scope of services to be provided by the Contractor

- 2.1. The Contractor shall provide its services to UNHCR on a priority basis throughout the contractual period.
- 2.2. The Contractor shall provide the necessary equipment, facilities, qualified personnel, expertise and other means necessary to perform the customs clearance, freight forwarding and related services in accordance with the best commercial practice.
- 2.3. The Clearing Agent, once notified on the arrival of goods in Aden seaport, will conduct, depending on the Incoterms, customs clearance, by the following steps:
 - a. Notify all parties upon arrival of the shipment in the port.
 - b. Upon arrival of containers, compare the container numbers against those on the packing list and Bill of Lading/Sea waybill. In case of doubt or discrepancies, stop all actions immediately and inform UNHCR for further corrections.
 - c. Once the clearance and handling of the received shipment is completed, the cargo is ready to be transported to the warehouse.
 - d. Produce periodical report on incoming shipments and necessary customs requirements.
- 2.4. For each shipment, UNHCR shall provide the Contractor with a copy of a Purchase Order or a Request for Handling Shipment giving a description and relevant particulars of the goods, point of origin, ultimate destination, the name and address of the supplier, terms of delivery, method of transport (road, rail and air), shipping marks, special handling instructions and other pertinent details. The said Purchase Order or Request shall indicate the expected delivery date by the supplier so that the Contractor can coordinate delivery of goods. UNHCR, upon receipt of the shipping documentation (Bill of Lading/Airwaybill, Commercial Invoice/Gift Certificate, Packing list and Certificate of Origin) will handover the documentation to the Contractor to proceed with



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the clearance of the goods. Omission of any of the foregoing information shall not invalidate the Purchase Order or Request or diminish the Contractor's responsibilities under this Contract. The Contractor shall carry out its services in respect of each shipment in accordance with the information indicated in the Purchase Order or Request relating to such shipment.

- 2.5. Upon receipt of the Purchase Order or Request, the Contractor shall designate the Contractor's local office or a local freight forwarding agent at the port of entry of the shipment to provide services under the Contract, and notify the Supplier or UNHCR in writing of such designation. The word "Agent" as herein referred to shall mean an agent, representative, subsidiary or affiliate designated by the Contractor to provide services under the Contract. The word "Supplier" as hereinafter referred to shall mean the vendor or other party supplying goods to UNHCR.
- 2.6. The Contractor shall promptly prepare required documentation based on the UNHCR's standard instructions, special instructions contained in the Purchase Order or Request, applicable laws, regulations and as dictated by the nature of the goods and their packing.
- 2.7. The Contractor will promptly submit and follow-up; (I) on duty exemptions forwarded to the Ministry of Foreign Affairs and Ministry of Finance, Ministry of Planning, Ministry of Finance, Customs Authority, Tax Authority; (II) import Licenses from Supreme Drugs Authority for Prohibited Drugs and Dangerous Goods; (III) approval for Telecom/ICT consignments from relevant authorities.
- 2.8. The contractor will liaise with local authorities and facilitate vehicle registration formalities and the issuance of plate numbers from the Traffic Department.
- 2.9. The Contractor shall, perform necessary liaison and coordination in connection with customs clearance, handling and general movement of cargo and equipment between the airport or port authorities, customs, UNHCR Supply Chain Unit, airfreight or seaport terminals and operational units, and similar entities.
- 2.10. The Contractor also shall provide and maintain status reports which shall include information on all major steps related to the goods and their movement, including an updated estimated date of delivery to UNHCR SO Aden Supply Chain Unit twice a week.
- 2.11. The Contractor shall ensure that the number of pieces, dimensions of each piece, the description of items, the packing and the gross weight and markings are in accordance with the information contained in the shipping documents submitted by UNHCR, and in those cases where goods are physically received by the Contractor, check the packing and verify that it is suitable for carriage by the designated method of transport and for the particular item.
- 2.12. The Contractor shall give timely notice of any loss, damage or delay in respect of the goods as may be required under the applicable contract of carriage or other contract, or under the applicable transport document.
- 2.13. At the time of delivery to the specified recipient/destination, the contractor will issue a Delivery Note which will contain: (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 UNHCR; and (iii) the printed name and signature of an authorized UNHCR representative confirming the receipt of the goods. The Contractor must include a copy of such acknowledged Delivery Note and Goods Receiving Note issued by the recipient with all



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documentation provided in support of the invoiced claim submitted by the Contractor in connection therewith.

- 2.14. UNHCR reserves the right to request the Contractor to discontinue providing services through any agent who, in the opinion of UNHCR, is unfit or unsuitable to perform the services; such agent shall be promptly replaced by the Contractor in consultation with UNHCR, and all costs or additional expenses, if any, resulting from the withdrawal or replacement of the Contractor's agent in such cases shall be at the Contractor's expense.
- 2.15. The services to be provided by the Contractor at the airport and seaport listed above shall include freight and cargo handling, customs documentation, clearance, warehousing/storage of shipments, stuffing/un-stuffing of containers, inspection, packing or re-packing of cargo/consignments, use/lease of equipment; forklifts, cranes, trucks, and any other equipment required for loading/offloading operations.
- 2.16. The Contractor shall, upon receipt of instructions from UNHCR:
- a. Prepare all relevant documents relating to shipping, clearance, and issuance of customs documents as and when required;
 - b. Provide all necessary packaging and handling “where applicable” for shipments. The contractor will be required to make special arrangements to handle cold chain or controlled temperature consignments.
- 2.17. 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 Purchase Order 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.
- 2.18. The Contractor shall be responsible for damage to and/or loss of cargo while in transit (in the Contractor's care) prior to delivery, or while in storage under the custody of the Contractor, the liability shall be the Contractor's sole responsibility. The Contractor shall adjudicate any such claim arising out of inadequate handling of cargo prior to shipment and/or delivery after receipt of damage/claim report submitted to UNHCR. The Contractor is required to hold valid insurance during the term of contract, to facilitate payment of all claims arising out of negligence or improper handling, and any other such claims resulting in damage or loss of cargo/consignments.
- 2.19. The Contractor is to ensure that all staff employed by the Contractor to fulfill services on behalf of UNHCR are insured and no liability will be attached to UNHCR in this respect.
- 2.20. All charges quoted in the Financial Proposal Formats given will be transferred to the Contract and must be valid for the duration of the Contract.

3. Affiliates/Agents of the Contractor

- 3.1. The Contractor will be expected to provide the services through its existing offices and/or affiliates or agents at the locations of the airport and seaport of entry specified above.



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- 3.2. In the event that the Contractor provides the services through its agents or affiliates in the locations of the ports of entry specified above, all services provided by such agents or affiliates of the Contractor shall be deemed to have been provided by the Contractor, and the Contractor shall remain responsible for the actions of its agents and affiliates performing work under the Contract.
- 3.3. The Contractor shall be responsible for all matters related to the operation of its network of offices, affiliates, or agents, at the locations of the seaport and airport of entry specified above.
- 3.4. The Contractor and its agents, in line with the commercial law, are required to be registered and legal entities to provide Customs Clearance and Freight Forwarding Services. Supporting documents to be attached to the proposal.

4. Contractor's Personnel

The Contractor is required to meet the following personnel specifications:

- 4.1. Provide one or more focal points that can be contacted at all times and is proficient in English, both written and speaking who is responsible for liaising with UNHCR.
- 4.2. Assign a sufficient number of personnel with the necessary expertise and knowledge to fulfill the requirements and which will provide services to UNHCR on a priority basis.
- 4.3. Ensure enough experienced and qualified personnel are available to respond, within a reasonable extent, to emergency situations and rapid response outside of regular working hours, if necessary.
- 4.4. UNHCR reserves the right to request the assignment of additional personnel or the replacement of personnel dealing with UNHCR's shipments and the Contractor shall comply with such requests.
- 4.5. Provide the CVs of all personnel assigned to working with UNHCR.

5. Mandatory Pre-Conditions

The Contractor is required to meet the following qualifications:

- 5.1. Authorized to perform customs clearance services in Yemen by the holding of valid relevant documents e.g. business license, any relevant certificates.
- 5.2. Sufficient capacity to undertake the required services e.g. customs clearance expertise/experience, specific knowledge regarding local customs clearance regulations and how they apply to humanitarian organisations, trained personnel, access to any required equipment.
- 5.3. Proof of financial standing by providing bank statements or audit reports of the past 3 years.

6. Overall management of the service contract.

- 6.1. The Service Provider will work in close cooperation with the Supply Unit.



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- 6.2. The service contract will be managed by the Programme/Admin Unit.
- 6.3. The Service Provider is required to have fixed staff for the provision of services, demonstrated in a detailed list per **Annex F** and minimum number of 6 technically qualified personnel (e.g. Clearing agents, Accountant, Secretary).

7. Guidelines and considerations

- 7.1. The Service Provider is responsible for the overall management of the services covered under the scope of the agreement.
- 7.2. The Service Provider needs to take into account a proper preparation of the proposal and a clear breakdown of all costs should be indicated in each location.
- 7.3. Service Provider must be a recognized legal entity (registered company or firm) in Aden - Yemen and supporting documents should be attached to the proposal.
- 7.4. The Service Provider must have capacity to conduct reliable custom clearance services, for both sea and air shipments.
- 7.5. The Service Provider will need to register names of personnel with UNHCR Sub-Office Aden in advance for security check of persons before they will be granted access to the office.

8. Payments

- 8.1. UNHCR shall effect the payments by bank transfer to the bank account of the Service Provider.
- 8.2. The Service Provider is obligated to present a detailed monthly invoice for services provided.
- 8.3. All invoices submitted to UNHCR must include the corresponding UNHCR Purchase Order number, a detailed breakdown of the services rendered and their corresponding charges with any relevant supporting documents attached GRN, Waybill, customs declaration, etc. as applicable
- 8.4. All invoices will be paid within 30 days if sent in good order.
- 8.5. Payments are subject to certification by the respective units that the services have been satisfactorily performed on the days/time indicated.
- 8.6. UNHCR undertakes no liability for taxes, duty or other contribution payable by the Service Provider.
- 8.7. Inform UNHCR in a timely manner and obtain approval of any activity that may impose any additional financial obligations.
- 8.8. The Contractor will prepay, or arrange for prepayment of, all applicable custom/port charges and demurrage on behalf of UNHCR, provided that the Contractor shall ensure that such charges do not include taxes, excises or other duties imposed by governmental authorities.



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All original payment receipts will be attached as supporting documents to the invoiced claim submitted by the Contractor to UNHCR.

- 8.9. The Contractor shall promptly inform UNHCR for purpose of approval of any situation under the Contract, which might impose additional financial obligations on UNHCR.
- 8.10. Invoices shall include a breakdown of costs detailing all corresponding charges per consignment. All invoices submitted to UNHCR must indicate detailed breakdown of services and charges and all supporting documents must be attached to the invoices together with proof of expenditures. Also a copy of the shipping documents should be attached to the invoice.
- 8.11. UNHCR shall pay the Contractor, in addition to the customs clearance fees in the Contract, the other charges agreed upon in the Contract.

9. General Conditions for the Provision of Services & UN Supplier Code of Conduct

Please note that UNHCR's General Conditions for the Provision of Services - (July 2018 version) and UN Supplier Code of Conduct will be strictly adhered to for the purposes of any future contract. Please refer to the annexes D and E enclosed in this RFP for more information.