

UNITED NATIONS CHILDREN'S FUND

ANNEX A

Terms of Reference (TOR)

Customs Clearance and Inland transportation

Programme information: UNICEF Lebanon Terms of reference (TOR) for LTA for customs clearance and in land transportation

Programme Component: Supply and Logistics

Intermediate Result: Customs clearance and Inland transportation

- **Purpose of assignment**

Long-Term Agreement (LTA) with a company to provide customs clearance and freight forwarding services for UNICEF supplies with an anticipated validity of three years renewable for up to two additional years based on market rate, office need and satisfactory performance.

- **1. Background:**

Since 1948, UNICEF has been operating in Lebanon to fulfill its mandate to protect children and providing support and services to both refugees and Lebanese vulnerable communities. All sections of the organization work with the Lebanese government to mobilize material resources to meet the needs of children and their families. The materials used for this assistance are sourced from local and international suppliers.

In order to effectively distribute these materials to beneficiaries, UNICEF establishes working relationships with commercial companies that have the capability to perform essential functions. These relationships are formalized through Long Term Agreements. This TOR constitutes the basis for the service provisions to UNICEF Lebanon Country Office for customs clearance and freight forwarding

- **2. Objectives:**

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

- **3. Scope of services:**

- **3.1 General Scope:**

The contractor shall provide full clearance services for UNICEF shipments, and efficient inland transportation across Lebanon as per below scope.

The contractor may provide proposal for both clearance and inland transportation requested in ANNEX A, ANNEX B (section I & II), but may also provide proposal for either clearance or inland transportation.

The main commodities to be cleared and transported (but not limited to) are:

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- 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
- Any other item required.

3.2 Customs Clearance & Freight Forwarding:

Based on the receipt of required documentation from UNICEF, the contractor will perform all necessary activities for pre-clearance, and clearance from customs for air, sea and overland shipments arriving at the different entry points to Lebanon and transport/ deliver the consignment within the agreed timeframe to the specified location requested by UNICEF (a UNICEF warehouse, supplier premises, customs facility or other location).

The contractor is expected to clear UNICEF supplies from customs in a timeframe which avoids any demurrage charges. Customs clearance fees specified by the Lebanese Authority apply.

The contractor will be required to have trained and expert staff and be available to perform customs clearance, and freight forwarding and as needed.

The contractor will be responsible for the vehicle(s), drivers and transported supplies insurance used to transport the shipment from port to the designated unloading point. The fees for the completion of the service will be agreed upon and incorporated into the LTA.

The Contractor shall provide full clearing services as and when requested by UNICEF in its capacity as an accredited clearing and forwarding company. The scope of such services shall include: The import service for air, sea, and land shipments.

The rates for the required services (customs clearance and freight forwarding) to be provided in template allocated as Annex B SECTION I. The rates should be volume based; infrastructure situation and distances are to be calculated in the rates.

The proposed rates are to be quoted exclusive of:

- Shipping line fees such as FIO / Delivery order charges (If paid official receipt from shipping line need to be presented).
- Demurrage charges (if any) as per official receipt from shipping line.
- Port fees as per official receipt from port authority.

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- Any official documentation received from any legal entity.
- Any documentation received from Lebanese Customs.
- Any customs/taxes fees for vehicles registered as IM4 (Local consumption) in the Lebanese Registrare.

Major Duties and Responsibilities:

- The contractor is responsible in following up on the necessary documents for the full customs clearance process of all incoming shipments and coordinate the prompt submission of the necessary documents to the relevant Government Departments/Ministries including the Revenue Authority and Customs/Border Authorities. (shipments include commodities mentioned above).
- Clear all UNICEF supplies as per the shipping documents sent by UNICEF, and in accordance with the instructions provided in writing.
- Provide UNICEF with the appropriate documents for customs clearance validation, materials pickup, and delivery.
- Re-arrange and reload of UNICEF supplies if necessary.
- Invoice UNICEF for duties performed in accordance with the LTA.
- Load and delivery the shipment from any port in Lebanon to the designated locations provided by UNICEF. (Beirut region, and/or zouk Mosbeh)
- Provide UNICEF twice a week or whenever requested, a performance/delivery reports based on UNICEF tools and formats, and online uploads of signed and stamped delivery note for delivered materials within 24 hours of the completed delivery.
- In emergency situations, provide transport services within 6 hours after request, regardless of the location within Lebanon.
- Perform transshipment clearance, when required.
- 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.
- It is the obligation of the Contractor to monitor and follow up on all shipments once notified by UNICEF, 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 UNICEF of any deviation and provide information or suggestions on further plan of action.
- 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.
- 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 and payment will be settled by UNICEF as per official receipt.
- In the event of any known discrepancy on in/outbound shipments, the Contractor shall notify UNICEF immediately and shall protect its interest by placing an appropriate notation on the delivering carrier's shipping documents.
- The contractor must have the expertise to clear vaccines shipment within 48 hours from arrival date. The clearing procedure should start immediately

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upon receiving the pre-alert shipping documents.

- The contractor must have the expertise to clear supplies that require special permit, diplomatic declaration, and are tax exempted.

3.2 Inland Transportation:

- Transportation services (loading/unloading) include door to door delivery and all transfers from truck to truck to/from all regions across Lebanon as per ANNEX B SECTION II.
- Load and dispatch UNICEF supplies from locations specified by UNICEF Lebanon Country Office (a UNICEF warehouse, supplier premises, customs facility, or other location) and deliver the goods within an agreed upon timeframe to a specified location.
- Provide advice on suitable route and transport vehicle requirements.
- The contractor shall be able to provide the needed vehicles requested by UNICEF to transport supplies within 24 hours. This is not limited to the number of vehicles requested.
- The contractor MUST have the capacity to handle big project of transportation across Lebanon with a volume that could go up to 500 cubic meters per day to more than 50 locations across Lebanon. The vehicles required could be pick-ups, cars, or containers, including Labor.
- The contractor MUST be able to respond within 24 hours, with the needed transport to UNICEF emergency needed at any time, regardless of the circumstance.
- The contractor should remain available and reachable whenever needed and should have a team dedicated to managing only and support UNICEF operations.
- On completion of loading and unloading, the contractor shall provide the signed and stamped waybill from the receiver/ consignor confirming the waybill accurately reflects stocks physically loaded. The Contractor should provide a copy of the waybill to the consignor, a hard copy provided with the invoice, and a soft copy uploaded on UNICEF tool.
- In the event that goods are loaded with damage, this is to be annotated on the waybill and UNICEF is to be notified immediately. Upon delivery of consignments, the authorized recipient is to acknowledge:
 - (i) quantity, type, and date of receipt.
 - (ii) condition of the goods received, including details as to whether the goods packaging was damaged prior to receipt by recipient or UN agency; and

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(iii) name and signature of authorized 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.

- The Contractor shall immediately notify UNICEF of any loss or damage howsoever caused to goods stored or handled. The transportation services include the reconditioning of damaged packaging incurred during the transportation service and by its laborers provided by the contractor. In the event of loss or damage the contractor is to reimburse UNICEF for replacement cost, and refurbishment costs for any goods that are damaged during the transportation service.
- The contractor must ensure a tidy and well-organized loading and packing of the supplies into the vehicles and the supplies should remain in a good condition from the time of loading to the unloading/delivery to the consignor.
- The contractor shall ensure to provide closed vehicles during rainy season or during bad weather conditions.
- It is the responsibility of the contractor to ensure that the supplies loaded from any destination is matching the supplies and quantity on the waybill. In case the contractor loads supplies and signs on the waybill, and a discrepancy is found upon offloading, the contractor will be held responsible for this discrepancy, and will be held accountable to reimburse for the missing commodities.
- Should a discrepancy arise between the transported goods and the waybill, the Contractor will be held financially liable to reimburse the cost of goods including shipment cost for internationally procured goods and will be deducted from the invoice.

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4. Deliverables and performance:

At the end of each given assignment, the incumbent is expected to have delivered:

- Complete clearance process without any unnecessary delay, in order to deliver the supplies efficiently and to avoid incurring any demurrage charges.
- Share updated pipeline report on weekly basis, and or when requested by UNICEF.
- Provide a systematically signed and stamped delivery note of shipments, when handed over to the final destination as instructed by UNICEF.
- Provide signed copies of the waybills and supply delivery notes at the end of each month along with the invoices for payment.
- Pickup and dispatch supplies from one location to another based on the request.
- Upload online electronic copies for the delivered waybills and delivery notes within 24 hours of the completed delivery.
- Ability to respond quickly to UNICEF needs.
- Service in conformity with Terms of Reference (ToR)
- Project Kept within the contracted budget
- Quality of Service: contractor to provide the required level of effort and have the ability to adapt to the changes in scope/time schedule.
- The contractor confirms that they have read UNICEF's Policy on Conduct Promoting the Protection and Safeguarding of Children. The contractor will ensure that its Personnel understand the notification requirements expected of them and will establish and maintain appropriate measures to promote compliance with such requirements. The contractor will further cooperate with UNICEF's implementation of this policy.

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5. Reporting Requirements:

- Any feedback and performance/reports to be provided to UNICEF Lebanon Country Office, Supply & Logistics Unit.
- The contractor is expected to submit reports on goods cleared two times a week to UNICEF Supply and logistic unit,

6. Insurance:

- 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 the UN agency in this respect and is to provide proof (a certificate from the insurance company) of the insurance coverage.
- Additionally, the Contractor is to ensure that all staff employed by the Contractor to fulfill services on behalf of UNICEF are insured in accordance with laws of Lebanon and no liability will be attached to the UN agency in this respect.
- Liability - the level of liability of the Contractor shall be greater of: International Federation of Freight Forwarders Associations (FIATA) standards; and the National standards.
- Claims - the Contractor shall offer every assistance to UNICEF and/or the agency's 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 the UN agency at all times and ensure settlement is affected without delay, in accordance with relevant regulations, subject to inherent delays of the relevant legal systems.

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7. Duration:

Three years renewable for up to two additional years based on market rate, UNICEF need and satisfactory performance.

8. Mandatory Qualification/Special Knowledge/experience: Desired background and experience:

- Minimum eligibility criteria: Registered member of the Lebanese Forwarders Syndicate and registered with the Ministry of Transport.
- Minimum 5 years' experience in customs clearance and freight forwarding.
- Having expert and available staff for quick action upon arrival of goods at customs location.
- Ability to provide different sized trucks at any time on short notice, including any holidays, weekends, and off-working hours.
- Awareness of and/or experience with UNICEF's activities in Lebanon with at least 2 years related experience with a large humanitarian organization in Lebanon.
- Experience working in a conflict/ post-conflict environment desirable.
- Documents and Communication in writing in English, oral communication in Arabic and English.

9. Technical Evaluation of the proposals:

- The company should have expert staff in the service provided and agents in all possible entry points (seaport and air clearance) and access to overland entry points. Evidence and CVs to be provided, **(10 points, 2 pts per staff)**
- The company to provide a detailed list with the owned fleet composition including the age of the trucks as well as copies of sub-contracts with trucking companies and proof of cold chain capacity. **(20 points) (depending on completeness of list and composition)** as follows:
 - (Per Pickup Truck 0.5 points (max points 12)
 - Per Container Truck 0.5 point (max points 6)
 - per cold chain vehicle 0.5 point (max points 2)
- Minimum 5 years' experience in customs clearance, freight forwarding, and inland transportation. **(5 points) (below 5 years is Zero Points).**
- Minimum 5 years' experience in the clearance, transportation, and delivery of vaccines. Providing history data. **(5 points) (below 5 years is Zero Points).**
- Past experience in the similar work with a large humanitarian organization in Lebanon **(5 points ,1 point per contract).**
- Submitting experience on big scale distribution projects across Lebanon. **(5 points, at least 2 projects).**
- Emergency response capacity within 6 hrs. from the request time. The capacity evaluation will consider but not be limited to:

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- a) number and type of vehicles available in North, Tyr, Bekaa and Beirut
 - b) number of casual workers available in North, Tyr, Bekaa and Beirut,
 - c) time needed to deploy additional vehicles in the different locations and casual workers
 - d) availability of 24/7 hotline number
 - e) vehicles and workers' insurance for working in hostile environment.
- (10 Points)**

Total 60 points. Minimum successful score for the technical evaluation is 49 points.

10. Financial evaluation: Only bidders obtaining the minimum pass mark in the technical evaluation (49 points) will be considered for the financial evaluation. Financial evaluation is composed of 40 points. The lowest (technically qualified) financial offer will obtain 40 points.

- Transport rates should be per volume per KM as shown in the attached excel sheet ANNEX B SECTION II.
- Customs clearance rate is to be submitted as shown in the attached excel sheet ANNEX B SECTION I.

Bidders are requested to submit their rates in the attached Annex B SECTION I. and II.

The 11% VAT should be reflected on all issued invoices in LBP according to the BDL official rate.