

Terms of Reference (TOR).

eSourcing reference: RFQ/2022/42870 RFQ- Clearing and Forwarding Services (Air and Sea) in Kenya For UNMAS Somalia Programme

1. Requirement**General:**

1.1 The United Nations office for the project service (UNOPS) Mine Action Somalia Programme with a support office in Nairobi Kenya has a requirement for the provision of customs clearance and related services on small service contract basis for goods ordered from suppliers and contingent owned equipment (shipments) at the airport / sea port of entry listed below, and transport, delivery of the shipments from this port of entry to UNOPS's designated place of final destination or place of delivery within Kenya on as and when required basis and in accordance with the scope of work below.

Contract Duration

1.2 Any resulting contract (hereinafter called "the Contract") shall be non-exclusive. The Contractor is expected to provide the services for a period of one year with possible extension for additional years. The provision of services past one year is subject to funding outside the control of UNOPS, and as such, UNOPS reserves the right to terminate this contract due to lack of donor funds. In such cases, UNOPS shall provide written notice to the Contractor of any termination due to lack of funds. The Contractor's financial proposal shall be evaluated on the basis of its 1 year price proposal.

Port of entry

1.3 The Contractor shall be responsible for the receipt, handling, and customs clearance of UNOPS shipments at Jomo Kenyatta International Airport , Nairobi and in Mombasa Port, Mombasa Kenya and transport to UNOPS office in Gigiri ,Nairobi.

1.4 UNOPS does not guarantee any minimum volume of shipments to be handled by the Contractor at any of the places specified above.

Contractor Requirements

1.5 UNOPS is looking for a contractor with minimum 03 years of experience in providing Customs clearance and transport services in Kenya to UN agencies and International NGOs. Bidder shall provide documentary evidence of such experiences. *Failure to provide will result in disqualification of the bid.*

1.6 The Contractor shall be duly registered with Government of Kenya to provide Customs clearance and freight forwarding services in Kenya. Documentary evidence should be attached with the bid; *failure to attach the registration will result in disqualification of the bid.*

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2. Scope of services to be provided by the Contractor

2.1 The Contractor shall provide its services to UNOPS on ad-hoc and a priority basis throughout the contractual period and ensure that UNOPS don't end up paying demurrage charges for the shipment due to the delay by the contractor service.

2.2 The Contractor shall provide the necessary equipment, facilities, qualified personnel, expertise and other means necessary to perform the customs clearance, transport and related services in accordance with the best commercial practice.

2.3 For each shipment, UNOPS shall provide the Contractor with a Tax Exemption/PRO1B and 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 recipient, terms of delivery, method of transport (road, rail, sea and air), shipping marks, special handling instructions and other pertinent details. The said tax exemption letters or Request shall indicate the expected delivery date by the supplier so that the Contractor can coordinate delivery of goods.

2.4 Upon receipt of the relevant documents, the Contractor shall designate the Contractor's local office or agent at the port of entry of the shipment to provide services under the Contract, and notify the recipient or UNOPS 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 "recipient" as hereinafter referred to shall mean any other party designated by UNOPS to receive the goods.

2.5 The Contractor shall promptly prepare required documentation based on the UNOPS standard instructions, special instructions contained in the relevant documents, applicable laws, regulations and as dictated by the nature of the goods and their packing; and follow up with the recipient to furnish his agent with documentation necessary to accomplish the required services (e. g. Ministry of Air and transport approval, Ministry of finance approval, Ministry of interior approval, Ministry of health approval, Dangerous goods certificate and pharmaceutical certificate etc.).

2.6 The Contractor shall, in accordance with UNOPS Procurement directions, perform necessary liaison and coordination in connection with customs clearance, handling and general movement of cargo and equipment between the port, customs representatives, UNOPS representative, air/ sea freight and operational units, and similar entities.

2.7 The Contractor also shall provide and maintain status reports which shall include information on all major steps relative to the goods and their movement, including an updated estimated date of delivery to UNOPS destination.

2.8 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 documents submitted by UNOPS, 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.

2.9 The Contractor shall give such 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.

2.10 The Contractor shall, as soon as it has received the goods on behalf of UNOPS, issue a signed Goods Receipt Note (GRN) indicating the date, Request number, the delivery number, the date goods were received, the number of pieces, goods volume and weight, a description of the goods, the name of the recipient, the Supplier's invoice number, currency and amount, point of origin (delivery point) and the port of discharge, and submit the arrival notice to recipient with copy to UNOPS as soon as the shipping arrangement has been made.

2.11 The Contractor will prepay, or arrange for prepayment of, all applicable charges.

2.12 The Contractor shall promptly inform UNOPS for the purpose of approval of any situation under the Contract, which might impose additional financial obligations on UNOPS.

2.13 Upon delivery of consignments to Recipient or UNOPS, acknowledgment receipt shall 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 either the goods packaging were damaged prior to receipt by recipient or

UNOPS; and (iii) the name and signature of authorized UNOPS 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.

2.14 UNOPS reserves the right to require the Contractor to discontinue providing services through any agent who, in the opinion of UNOPS, is unfit or unsuitable to perform the services; such agent shall be promptly replaced by the Contractor in consultation with UNOPS, 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 ports listed above shall include transport and cargo handling, customs clearance, stuffing/un-stuffing of containers, 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 UNOPS:

- a) Prepare all relevant documents relating to clearance, and issuance of customs documents as and when required;
- b) Provide all necessary packaging "where applicable" and other materials for shipments;

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 relevant documents to the Contractor, following the Contractor's receipt of all necessary documents from UNOPS, UNOPS 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 Invoices shall include a breakdown of costs detailing all corresponding charges per consignment. All invoices submitted to UNOPS must show detailed breakdown of services and charges and a copy of Master Airway Bill or Truck Waybill or other pertinent transport document must be attached to the invoices together with proof of expenditures.

2.19 UNOPS shall pay the Contractor, in addition to the customs clearances fees in the Contract, the transport charges agreed upon in the Contract.

2.20 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 UNOPS.

2.21 Omission of any of the foregoing information shall not invalidate the tax exemption letter 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 relevant document or request relating to such equipment.

2.22 UNOPS shall pay the contractor within 30 days from the date of receipt invoice approved by authorized UNOPS personnel along with supporting documents mentioned under section 2.18. The contractor must provide invoices for services in a timely manner within the month the services are rendered. Invoices must not be submitted in late manner. Invoice reconciliation and statement must be conducted and provided monthly.

Note to suppliers on VAT:

All taxable supplies (goods and services) to the United Nations Funds, Programmes and Specialized Agencies based in or operating from Kenya are exempt from Value Added Tax (see the VAT Act, 2013, 2nd Schedule, Part B 'Zero Rated Supplies to Public Bodies, Privileged Persons & Institutions', Paras (3) and (5)). Vendors are therefore required to present invoices without a tax element, i.e. indicate 0% VAT on all invoices. The purchase orders or contracts issued by the United Nations Funds, Programmes and Specialized Agencies will serve as the basis for the zero rating when vendors are accounting for VAT with the Kenya Revenue Authority.

In addition, United Nations Funds, Programmes and Specialized Agencies based in or operating from Kenya are exempt from excise duty (see The Excise Duty Act, 2015, Second Schedule, Part B paragraph 1 (a) and (b)).

2.23 The Contractor shall be liable for maintenance and insurance of any/ all equipment, vehicles and personnel providing services to UNOPS under this contract. This is in relation to the vehicles and equipment used by the Contractor and owned by the Contractor.

2.24 UNOPS shall not provide any compensation in terms of loss or damage of Contractor's property while providing services listed below;

2.25 The Contractor shall provide services to UNOPS from Monday to Friday and other working days during the contract period.

2.26 The Contractor's performance shall be evaluated on or before the end of contract date in order to extend the contract.

2.27 The prices offered by Contractor shall be re-assessed on yearly basis, based on local market conditions and situations.

2.28 The prices offered shall be fixed for a minimum period of 12 months without any room for negotiation during the 12 months period.

2.29 When required, collect goods from the UNOPS Office in Gigiri for further shipping as instructed.

2.30 Storage at the Seaport and Airport

A. Summary of requirements

Description of service	Place where services will be performed
Provision of Clearing and Forwarding Services-Air and Sea As per Terms or reference provided	Kenya
Customs clearance and forwarding service	Customs clearance at Jomo Kenyatta International Airport and delivery to UNOPS Office in Gigiri Nairobi Kenya.
Customs clearance and forwarding services	Customs clearance at Port of Mombasa and delivery to UNOPS Office in Gigiri, Nairobi Kenya
Transportations services	Transportation services from the UNOPS Office in Gigiri Nairobi Kenya to the airport,
Transportations services	Transportation services from the UNOPS Office in Gigiri Nairobi Kenya the to the Mombasa port
Transportations services	Transportation services within Nairobi and Mombasa range.

Storage Services	Storage services for ; -JKIA, within Nairobi -Mombasa Port
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2. List of related goods and delivery schedule

Line item /lot N°	Description of goods	Quantity	Unit	Delivery Schedule from date of Contract
This information will be given on case by case				