



# UNHCR

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

## ANNEX-A

### Terms of Reference (TOR)

#### REQUEST FOR PROPOSAL # RFP/YEMSA/SUP/2023/003 FOR THE ESTABLISHMENT OF FRAME AGREEMENTS FOR THE PROVISION OF CUSTOMS CLEARANCE, HANDLING, AND FORWARDING SERVICES OF IMPORT AND EXPORT CARGO FOR UNHCR YEMEN OPERATION

#### **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, supports Refugees and internationally displaced persons.
- 1.2 UNHCR representation in Yemen is responding to humanitarian needs in Yemen within its mandate and has in-Country offices and/or warehouses located in Sana'a, Hodeida, Ibb, Saadah, Aden and Marib. The goods of interest for this purpose include non-food items; medicines and medical supplies; Information and communication technology equipment; vehicles and related parts.
- 1.3 UNHCR operation in Yemen, has a requirement for the provision of customs clearance and freight forwarding for its shipments (imports and exports) flowing via the designated land, sea and airports in Yemen.
- 1.4 Any resulting contract (hereinafter called "the Contract") shall be non-exclusive. The proposed contract period is for Two (2) years with an extension up to One (1) year, at the discretion of UNHCR subject to satisfactory performance of the contracted service provider(s).

#### **Airport of entry**

- 1.5 The Clearing Agent shall be responsible for the receipt, storage, handling, customs clearance, forwarding services for UNHCR's imports and exports at Sana'a and Aden Airports.

#### **Seaport of entry**

- 1.6 The Clearing Agent shall be responsible for the receipt, storage, handling, customs clearance, forwarding services for UNHCR's imports and exports at Hodeida and Aden seaports.

#### **Land port of entry**

- 1.7 The Clearing Agent shall be responsible for the receipt, storage, handling, customs clearance, forwarding services for UNHCR's imports and exports at Afar, Jabal Raas, Dhamar, Al-Rahedah, Shahin, Alwadeea'a, Sharorah and all functional in-land entry ports.

#### **Forwarding/transporting cargo services**

- 1.8 UNHCR does not guarantee any minimum volume of shipments to be handled by the Clearing Agent at any of the places specified above.



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## 1. Scope of services to be provided by the Clearing Agent

- 1.1. The Clearing Agent shall provide its services to UNHCR on a priority basis throughout the contractual period.
- 1.2. The Clearing Agent shall provide the necessary equipment, facilities, qualified personnel, expertise, and other means necessary to perform the customs clearance, forwarding, and related services in accordance with the best commercial practice.
- 1.3. The Clearing Agent, once notified of the arrival of goods in any port, will conduct, depending on the Incoterms, customs clearance, by the following steps:
  - a. Review and clear the shipping documents prior giving the green light for shipment.
  - b. Notify all parties upon arrival of the shipment in the port.
  - c. 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.
  - d. Once the clearance and handling of the received shipment is completed, the cargo is ready to be transported to the warehouse.
  - e. Produce periodic reports on incoming shipments and necessary customs requirements.
- 1.4. For each shipment, UNHCR shall provide the Clearing Agent 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 Clearing Agent can coordinate the 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 hand over the documentation to the Clearing Agent to proceed with the clearance of the goods. Omitting any of the foregoing information shall not invalidate the Purchase Order or Request or diminish the Clearing Agent's responsibilities under this Contract. The Clearing Agent 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.
- 1.5. Upon receipt of the Purchase Order or Request, the Clearing Agent shall designate the Clearing Agent's local office or a local 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 referred herein shall mean an agent, representative, subsidiary, or affiliate designated by the Clearing Agent to provide services under the Contract. The word "Supplier" as hereinafter referred to shall mean the vendor or other party supplying goods to UNHCR, whereas the word "Clearing Agent" as hereinafter referred to shall mean the second party engaged in contract with UNHCR.
- 1.6. The Clearing Agent 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 packaging.
- 1.7. The Clearing Agent will promptly submit and follow-up; (I) on duty exemptions forwarded to the Ministry of Foreign Affairs, Ministry of Finance-Customs Authority, and relevant authorities as defined by the applicable laws or regulations.; (II) Import Authorization and necessary approvals from Supreme Drugs Authority for Prohibited Drugs and Dangerous Goods; (III) Import Authorization and necessary approvals for Telecommunication/ICT consignments from relevant authorities such as but not limited to VHF, Repeaters, Telecom working station, Laptops. (IV) Import Authorization and necessary approvals for soft skin vehicles, Armored vehicles, Personal Protective Equipment's such as but not limited to Helmets, Vest Jackets.



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- 1.8. The Clearing Agent will liaise with local authorities and facilitate vehicle registration formalities and the issuance of plate numbers from the Traffic Department.
- 1.9. The Clearing Agent shall, perform necessary coordination with relevant government and UNHCR offices in relation to customs clearance, handling and general movement of cargo through designated ports.
- 1.10. The Clearing Agent shall maintain and provide detailed status reports for UNHCR's shipments under its stewardship on a weekly basis or as may be requested by the relevant UNHCR office.
- 1.11. The Clearing Agent 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 Clearing Agent, check the packing and verify that it is suitable for carriage by the designated method of transport and for the particular item.
- 1.12. The Clearing Agent shall provide timely notice of any loss, damage, or delay with respect to consignments as may be required under the applicable contract of carriage or other contract, or under the applicable transport document.
- 1.13. The Clearing Agent will prepay, or arrange for prepayment of, all applicable custom/port charges and demurrage on behalf of UNHCR, provided that the Clearing Agent shall ensure that such charges do not include taxes, excises or other duties imposed by governmental authorities. All original payment receipts will be attached as supporting documents to the invoiced claim submitted by the Clearing Agent to UNHCR.
- 1.14. The Clearing Agent shall promptly inform UNHCR for purpose of approval of any situation under the Contract, which might impose additional financial obligations on UNHCR.
- 1.15. At the time of delivery to the specified recipient/destination, the Clearing Agent 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 Clearing Agent must include a copy of such acknowledged Delivery Note and Goods Receiving Note issued by the recipient with all documentation provided in support of the invoiced claim submitted by the Clearing Agent in connection therewith.
- 1.16. UNHCR reserves the right to request the Clearing Agent to discontinue provision of 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 Clearing Agent in consultation with UNHCR, and all costs or additional expenses, if any, resulting from the withdrawal or replacement of the Clearing Agent's agent in such cases shall be at the Clearing Agent's expense.
- 1.17. The services to be provided by the Contactor at the airport, seaport and land port listed above shall include freight and cargo handling, customs documentation, clearance, temporary 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.
- 1.18. The Clearing Agent 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.



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b. Provide all necessary packaging and handling “where applicable” for shipments. The Clearing Agent will be required to make special arrangements to handle cold chain or controlled temperature consignments.

- 1.19. Should the Clearing Agent 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 Clearing Agent, following the Clearing Agent’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 Clearing Agent shall be debited to the account of the Clearing Agent.
- 1.20. 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 besides a copy of Purchase Order issued by UNHCR and/or Request of Shipment Handling. Also a copy of the shipping documents should be attached to the invoice.
- 1.21. UNHCR shall pay the Clearing Agent, in addition to the customs clearance fees in the Contract, the other charges agreed upon in the Contract.
- 1.22. The Clearing Agent shall be responsible for damage to and/or loss of cargo while in transit (in the Clearing Agent’s care) prior to delivery, or while in storage under the custody of the Clearing Agent, the liability shall be the Clearing Agent’s sole responsibility. The Clearing Agent 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 Clearing Agent 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.
- 1.23. The Clearing Agent is to ensure that all staff employed by the Clearing Agent to fulfill services on behalf of UNHCR are insured and no liability will be attached to UNHCR in this respect.
- 1.24. 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.

## **2. Affiliates/Contractors of the Clearing Agent**

- 2.1. The Clearing Agent will be expected to provide the services through its existing offices and/or affiliates or contractors at the locations of the airport and seaport of entry specified above.
- 2.2. If the Clearing Agent provides the services through its contractors or affiliates in the locations of the ports of entry specified above, all services provided by such contractors or affiliates of the Clearing Agent shall be deemed to have been provided by the Clearing Agent. The Clearing Agent shall remain responsible for the actions of its contractors and affiliates performing work under the Contract.
- 2.3. The Clearing Agent shall be responsible for all matters related to the operation of its network of offices, affiliates, or sub-contractors, at the locations of the seaport and airport of any entry specified above.
- 2.4. The Clearing Agent and its sub-contractors, in line with commercial law, must be registered and legal entities to provide Customs Clearance and transporting/Forwarding Services. Supporting documents are to be attached to the proposal.

The Service Provider is required to perform the following duties:

- Avail means of transport (trucks and involved resources) and arrange safe transportation of relief goods to various destinations as directed by the UNHCR Supply Section.
  - Ensure the cargo is secured correctly, strapped, and covered after loading to avoid loss or damage.
  - The loading and offloading of trucks at origin and destination (Port)
  - Trucks must be ready for loading after 24 hours from the time of the Transport Request (TR)
  - Provide the following information to UNHCR in a timely manner to obtain security clearance and de-confliction.
    - Truck plates number
    - Truck photo
    - Driver full name
    - Plastic Cover sheet number
    - Plastic Cover sheet photo
  - Liaison with local authorities for transport-related formalities.
  - Provide timely statics reports of movements, locations, and deliveries.
- a) The service provider is liable for any loss, damage, or delay to a consignment until it is delivered. Any shortage or damage while items are under the transporter's custody will be charged to the Transport Service Provider. The cost of the items, including transport/handling costs, will be deducted from the Service Provider's invoice.
  - b) The Service Provider is to ensure that all trucks, transporting UNHCR commodities are in good working condition 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.
  - c) The Service Provider will provide complete transportation services, including drivers, fuel, fire extinguishers, and a fully insured fleet of trucks.
  - d) All trucks should have valid vehicle documentation such as a Vehicle ID card, Registration Certificate, and insurance policy.
  - e) The service provider must ensure that drivers are qualified, competent personnel to operate the fleet of trucks from the point of origin to the delivery point.
  - f) The service provider will avail, upon request and on a priority basis, trucks to UNHCR within the framework of the contract.
  - g) The Transport company must ensure compliance with regional/countries' laws and mandatory insurance for trucks, staff and cargo as required by each country of operation.



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- h) The service provider shall retain operational responsibility for the transportation services and should be able to arrange border customs clearance.
- i) Each transportation service provided to UNHCR is exclusively for UNHCR goods and no commercial cargo will be accepted in the trucks.
- j) Cargo may include apart from (Not limited to) Non-Food Items such as Core Relief Items, mainly Tents, blankets, plastic sheets, plastic rolls, soap bars, mosquito nets, plastic jerry cans, sanitary material, plastic water buckets, aluminum and stainless-steel kitchen sets, household and as well as shelter material and UNHCR assets. Please refer to Annex N CRI Measurements
- k) Provision of necessary materials, tools, and equipment, such as safety belts, plastic tarpaulins etc to be included in the offer, which will not be paid separately by UNHCR. The rate should be in US Dollars inclusive of fuel, driver/staff salary & benefit, insurance, vehicle-tracking fees loading, offloading charges, any other fees/taxes, etc.
- l) The service provider must ensure that the UNHCR office receives the following information in a timely manner; this is, for example, but not limited to: UNHCR will provide the required reporting templates.

Daily: Status of ongoing transport movements, i.e delivery status

Weekly: Transport tracking report

Monthly: Transport tracking report

Monthly: Statement of accounts for all pending payments due to the service provider

- m) Record Keeping – As per UNHCR rules and regulations, filling (Archiving) all electronic & physical records related to transport documentation (Waybills, Transport Orders, GRN, MSRs and etc) is mandatory. It remains the responsibility of the service provider. So, provisions need to be made for maintaining all electronic & physical records accordingly.

## 1. COORDINATION

- a) UNHCR will initiate Customs clearance and forwarding services through a Request Order (RO) sent to the Service provider via email, outlining the following:

- Bill of Lading
- Packing list
- Certificate of Original
- Performa Invoice
- Shipment collection address
- Shipment delivery address
- Contact persons and details
- Shipment details quantity, items, and weight
- Delivery time
- Number and Size of trucks needed
- Road conditions
- Any letter to customs/government authority for the purpose of customs clearance (**Drafting the letters will be the responsibility of the service provider**)



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- b) Should the Service Provider believe that it is unable to meet delivery requirements as specified in the Request Order (RO) or if the Request Order (RO) omits any relevant information, the Service Provider should notify UNHCR immediately to determine an agreeable solution. Should the Service Provider not meet the delivery requirements outlined by UNHCR and an agreed solution not be reached, UNHCR may revoke the initial request and seek services from an alternate supplier.
- c) **UNHCR reserves the right to identify another transporter to deliver its shipments from and to the ports.**

## 2. DOCUMENTATION

- a) The Service Provider is responsible for the proper handling of documentation and approvals issued by UNHCR/Partner for transportation services such as Waybills, Goods Issuing Notes, Goods Receiving Notes, and any other documents required for specific points between the point of origin to the point of destination.
- b) UNHCR will require the information below to process the security clearance for the transport movement. The service provider, upon receipt of the Transport Request (TR), is required to provide the information within 24 hours. The capacity of the service provider to furnish the information below, with the minimum lead time, would be an advantage for UNHCR in responding to emergency situations.
  - 1. Drivers' full names
  - 2. Trucks plate numbers,
  - 3. Photos of the truck,
  - 4. Photos and the number of roof marking sheets
  - 5. The transport Service Provider needs to provide the information above in the template provided.
- c) UNHCR will process invoices monthly. The invoices should be properly prepared with detailed information and should be generated electronically. Signed and stamped waybills or delivery notes are to be submitted by the Service Provider to UNHCR as evidence of satisfactory completion of services. Payment will not be made for any services unless UNHCR is satisfied with the services delivered.
- d) If during a transportation arrangement, it becomes impossible for any of the parties to perform any of their obligations for reasons of force majeure, that party shall promptly notify the other in writing of the existence of such force majeure.

## 3. OTHER TERMS & CONDITIONS:

- a) UNHCR reserves the right to accept the whole or part of your bid or allow split or partial awards on this project.
- b) The Service Providers are required to be able to avail trucks on an urgent and regular basis. Hence, the capacity of the Service Provider to obtain the custom clearance & avail trucks, at short notice, are imperative to UNHCR.
- c) The Service Provider are required to comply to the below mandatory requirements.
  - Granted License from General Authority for Land Transport in Yemen
  - Office to remain open 8.30 – 16.30 Saturday to Thursday
  - Availability of a 24-hour Hotline Phone/mobile Service
  - Dedicated email and a manager for UNHCR transport coordination.

d) All trucks shall, as a minimum, be equipped with:

- Emergency/Accident triangle
- Fire extinguishers (1Kg dry powder)
- One First Aid kit of appropriate type and capacity

### Technical Evaluation Criteria:

#### 1. Eligibility Criteria (Pass/Fail)

The technical evaluation will be performed according to below criteria:

| Eligibility Criteria (Pass/Fail)                                      |  | Pass/Fail |
|---|--|-----------|
| Company registration: valid business registration documents presented | Valid business registration certificate in the field of provision of Customs Clearance, Forwarding, and/or related services from local authorities in Yemen. |           |

#### 1. Supplier Technical Evaluation Information/Requirement Table

| 1. Core Business: The following documentation are required to evaluate the core business component. Score Weight (36%) |   | Score Weight (Breakdown) |
|--|---|--------------------------|
| 1  | Company profile: provided company profile in the area of customs clearance and freight forwarding services.<br><br>Provided the profile in custom clearance and forwarding service (6 scores); if not (Zero)  | 6                        |
| 2  | Work Experience: Past or Current similar contracts, purchase orders, and work orders in the same field with commercial, UN, NGOs, and/or any entity<br>Less than one-year Contracts/POs/WOs (zero score)<br>From 1 to under 3 years Contracts/POs/WOs (5 score)<br>From 3 to under 5 years Contracts/POs/WOs (10 scores)<br>From 5 to under 7 years Contracts/POs/WOs (15 scores)<br>7 years and more (20 scores) | 20                       |
| 3  | Duration of the registration document<br>Less than one year (zero score)<br>From 1 to under 3 years (3 scores)<br>From 3 to under 5 years (5 scores)<br>From 5 to under 7 years (7 scores)<br>From 7 years and more (10 scores)   | 10                       |
| <b>Total</b>   |   | <b>36%</b>               |

| 2. Staffing Capacity: The following documents are required to evaluate the Staffing and Capacity component. Score Weight (19%) |  | Score Weight (Breakdown) |
|--|--|--------------------------|
| 1  | experience of the management team and staff members (Please provide CVs for the proposed account manager and his/her backup demonstrating experience in the customs clearance and forwarding service).<br>Less than one year (zero score)<br>From 1 to under 3 years CVs (3 scores)<br>From 3 to under 5 CVs (5 scores)<br>5 years and more (7 scores) | 10                       |





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|              |   |            |
|--------------|---|------------|
| 2            | Organizational Chart of the establishment & Management structure<br><br>Provided (3 scores), if not (Zero)  | 3          |
| 3            | Staff Accessibility to Yemeni ports border land customs points: you must attach a copy of the access ID/Letter to any named border.<br><br>Proven an access permit to one location/port (2 scores)<br>Proven an access permit to two locations/ports (3 scores)<br>Proven access permit to three and above locations/ports (5 scores) | 6          |
| <b>Total</b> |   | <b>19%</b> |

| <b>4. General: The following documents are required to evaluate the general component. (Sign/Stamp on each page of the below documents) Score Weight (5%)</b> |   | <b>Score Weight (Breakdown)</b> |
|---|---|---------------------------------|
| 1   | Compliance with the Terms of Reference provided herein.<br>Signed and/or stamped each page of the Annex A Terms of Reference (ToR)<br>If signed/stamped (2 scores); if not (zero scores)  | 2                               |
| 2   | Acceptance, completion, and return of UNHCR Documents and Forms, i.e.<br>Annex E: Vendor Registration Form or provided registration ID (1 score)<br>Annex F: UN Supplier Code of Conduct (1 score)<br>Annex D: UNHCR General Conditions of Contract (1 score) | 3                               |
| <b>Total</b>  |   | <b>5%</b>                       |

**VI. Mark Distribution:** The technical evaluation criteria will form 60% of total marks obtainable and will be distributed in accordance with the below breakdown:

| <b>Component</b>  | <b>Percentage (60%)</b> |
|-------------------|-------------------------|
| Core Business     | 36%                     |
| Staffing Capacity | 19%                     |
| General           | 5%                      |

### Financial Evaluation:

A financial evaluation will take place if a company qualifies for technical evaluation 40 points The Financial offer will use the following percentage distribution: 40% of the total score.

The maximum number of points will be allotted to the lowest price offer that is opened and compared among those invited firms. All other price offers will receive points in inverse proportion to the lowest price, e.g.,  

$$[\text{total Price Component}] \times [\text{US\$ lowest}] \div [\text{US\$ other}] = \text{points for other supplier's Price Component.}$$

**End....**