

**DATE: 06 APRIL 2021**

**REQUEST FOR PROPOSAL: No. RFP/2021/010**

**FOR THE PROVISION OF  
CUSTOM CLEARANCE AND INLAND TRANSPORTATION SERVICES TO UNHCR LEBANON**

**CLOSING DATE AND TIME: 18 May 2021 – 23:59 hrs Beirut, Lebanon Local Time or Earlier**

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**INTRODUCTION TO UNHCR**

The Office of the United Nations High Commissioner for Refugees was established on December 14, 1950 by the United Nations General Assembly. The agency is mandated to lead and co-ordinate international action to protect refugees and resolve refugee problems worldwide. Its primary purpose is to safeguard the rights and well-being of refugees. It also has a mandate to help stateless people.

In more than six decades, the agency has helped tens of millions of people restart their lives. Today, a staff of some 17,324 people in more than 135 countries continues to help about 79.5 million persons. To help and protect some of the world's most vulnerable people in so many places and types of environment, UNHCR must purchase goods and services worldwide. For further information on UNHCR, its mandate and operations please see <http://www.unhcr.org>.

**1. REQUIREMENTS**

The Office of the United Nations High Commissioner for Refugees (UNHCR), in Beirut, invites well established and experienced service providers duly registered and licensed with the government of Lebanon to provide custom clearance and inland transportation service for the establishment of Frame Agreement(s) for two (2) years period with possibility of extension for another one (1) year (referred to hereinafter as "Services") for UNHCR Lebanon.

The estimated comprehensive annual expenditure on both services, customs clearance and inland transportation for UNHCR, is estimated at USD 80,000.00. Please note that this figure may change upward or downward depending upon the requirement. It does not represent a commitment that UNHCR will purchase a minimum quantity of services. Quantities may vary and will depend on the actual requirements and funds available regulated by issuance of individual Purchase Orders against the Frame Agreement(s).

Offers can be submitted for the Section (I) on **custom clearance** or Section (II) on **inland transportation services** or **both**, but incomplete offers per section will not be accepted (i.e. quoting for partial item under the quoted section is not accepted).

**IMPORTANT:**

Terms of Reference (TOR) are detailed in **Annex A** of this document.

**Successful bidder(s) will be requested to maintain their quoted price model for the duration of the Frame Agreement(s).**

Other United Nations Agencies, Fund and Programmes shall be entitled to the same prices and terms as those contained in the offers of the successful bidders and could form the basis for a Frame Agreement with other UN Agencies.

It is strongly recommended that this Request for Proposal and its annexes be read thoroughly. Failure to observe the procedures laid out therein may result in disqualification from the evaluation process.

Sub-Contracting: Please take careful note of article 5 of the attached General Terms and Conditions (**Annex D**).

Note: this document is not construed in any way as an offer to contract with your firm.

## **2. BIDDING INFORMATION:**

### **2.1. RFP DOCUMENTS**

The following annexes form integral part of this Request for Proposal:

Annex A:	Terms of Reference (TOR)
Annex B:	Financial Offer Forms
Annex C:	Vendor Registration Form (VRF)
Annex D:	UNHCR General Conditions of Contracts for the Provision of Services – <i>Rev.: July 2018</i>
Annex E:	Relevant Experience Form
Annex F:	UN Supplier Code of Conduct

### **2.2. ACKNOWLEDGMENT**

We would appreciate your informing us by return e-mail to [najjars@unhcr.org](mailto:najjars@unhcr.org) copying [atat@unhcr.org](mailto:atat@unhcr.org) as to:

- **Your confirmation of receipt of this request for proposal.**
- **Whether or not you will be submitting a proposal.**

#### **IMPORTANT:**

Failure to send the above requested information may result in disqualification of your offer from further evaluation.

### **2.3. REQUESTS FOR CLARIFICATION**

Bidders are required to submit any request for clarification or any question in respect of this RFP by e-mail to [najjars@unhcr.org](mailto:najjars@unhcr.org). **The deadline for receipt of questions is 23:59 hrs Beirut local time on Friday, 30<sup>th</sup> of April 2021.** Bidders are requested to keep all questions concise.

#### **IMPORTANT:**

Please note that Bid Submissions are **not** to be sent to the e-mail address above.

UNHCR will compile received questions and plans to respond shortly after the query closing date. UNHCR may, at its discretion, copy any reply to a particular question to all other invited bidders at once.

### **2.4. YOUR OFFER**

Your offer shall be prepared in English.

#### **IMPORTANT:**

Inclusion of copies of your offer with any correspondence sent directly to the attention of the responsible buyer or any other UNHCR staff other than the submission e-mail address will result in disqualification of the offer. Please send your bid directly to the address provided in the "Submission of Bid" section 2.6) of this RFP.

Please submit your offer using the Annexes provided. **Offers not conforming to the requested formats may be not taken into consideration.**

Your offer shall comprise the following two sets of documents in PDF format (Copies of the PDF format documents may, as an addition, be included in Excel or other formats etc.)::

- Technical offer
- Financial offer

For further instructions on submission of bids, please refer to point no. (2.6) of this RFP document.

#### **2.4.1 Content of the TECHNICAL OFFER (60 %)**

**IMPORTANT:**

No pricing information should be included in the Technical offer. Failure to comply may risk disqualification. The technical offer should contain all information required.

#### **Mandatory Requirement: Pass/Fail Criteria**

2.4.1.1 The following six (6) eligibility criteria must be met by the bidder to qualify for further consideration. Pre-conditions are not ratable components of the technical offers.

- 1) Proof that your company is registered and licensed by the Government of Lebanon (GoL) to provide such services.
- 2) Proof that, your company has at least three (3) years of experience, in continuous business of providing customs clearance and inland transportation services in Lebanon.
- 3) Proof that your company is registered with the VAT in the Lebanese Ministry of Finance.
- 4) Duly completed, signed, stamped and dated Vendor Registration Form; (VRF is attached at **Annex C** or if already registered with UNHCR provide the company's UNHCR vendor ID).
- 5) Written statement that your company accepts UNHCR terms, conditions, and standard payment terms of 30 days.
- 6) Insurance Policy: provide and submit valid insurance policy from insurance company to the vehicles and cargo contained therein against risks (fire, theft, damage and third-party liability). This is only applicable for the transportation part.

2.4.1.2 Your technical proposal should be concisely presented and structured in the following order to include, but not necessarily be limited to the following information:

**A) Description of the company, company's qualifications and the general organization capability:**

A description of your company with the following documents:

- Company profile, year founded, if multi-location company specify headquarter location, and audit reports for the past two (2) years.
- List of similar and successfully completed or underway projects in the last eight (8) years; including but not limited to the experience with the UN Agencies, other Humanitarian Organizations and the private sector. For each completed contract, please include its value. Use (**Annex E**) to complete this part.
- Value of each project in the last eight (8) years. Use (**Annex E**) to complete this part.
- List of clients contact name and phone number to be used for reference check. Use (**Annex E**) to complete this part.
- Copy of any quality certificates of ISO 9000, ISO 9001 or other relevant equivalent standards.

Any information that will facilitate our evaluation of your company's substantive reliability, financial and managerial capacity to provide the services.

**B) Fleet availability, capacity, age, on board technologies, licenses of owned equipment:**

Please provide information on the below:

- Number of the fleet intended to be used for this project.
- Types, age and capacity of trucks.
- Submit a proof of conducted annual inspection and other required licenses.

**C) Understanding of the requirements for services, proposed approach, solutions, methodology and outputs:**

- Provide a description of your firm's approach and methodology of how your firm would roll-out and implement the requested services outlined in the TOR (**Annex A**).
- Attach any existing Standard Operation Procedures (SOP) developed by the company to help its staff in fulfilling their job, including emergency situation.
- Proposed response time in line with the TOR requirements.
- Any comments or suggestions on the Term of Reference (TOR), as well as your detailed description of the way your company would respond to the (TORs).

**D) Qualifications and experience of staff directly involved in the contract such as Account Manager and Customs Brokers:**

- State the number of staff performing various activities in the company.
- Qualification of staff - PHD, Masters, BA/BSC etc.
- Experience of staff involved and evidence that staff experience and expertise are adequate to meet the requirement (years of service in the company).

**E) Customs brokerage and any other relevant licenses and certifications:**

- Submit a proof that your company has international linkage; if applicable.
- Submit any relevant international licenses e.g. International Federation of Freight Forwarders Associations (FIATA) standards or equivalent; if available.
- Submit a proof that your company has experience in the custom clearance at the Lebanese borders i.e. airport, seaport and land.

**F) UNHCR General Conditions for Provision of Services: Your technical offer should contain your acknowledgement of the UNHCR General Conditions for Provision of Services by signing (**Annex D**).**

**2.4.2 Content of the FINANCIAL OFFER (40 %)**

Your separate **Financial Offer** must contain an overall offer in a single currency, in US Dollars.

The financial offer must cover all the services to be provided (price "all inclusive"). The quoted fees shall comprise all cost, including travel communication (facsimile, telephone, etc.), reporting time.

The Financial Offer is to be submitted as per the Financial Offer Form (**Annex B**). Bids that have a different price structure may not be accepted.

**Annex B** is divided into two (2) sections:

- Section (I) for custom clearance; and
- Section (II) for inland transportation.

As mentioned in this RFP document above under point no. “(1) Requirements”, you may quote for one of the sections or both, but incomplete offers per section will not be accepted (i.e. quoting for partial item under quoted section is not accepted).

Prices must be given without VAT.

You are requested to hold your offer valid for ninety (90) days from the deadline for submission. UNHCR will make its best effort to select the company(ies) within this period. UNHCR’s standard payment terms are within thirty (30) days after satisfactory implementation and receipt of documents in order.

The cost of preparing a bid and of negotiating a contract, including any related travel, is not reimbursable nor can it be included as a direct cost of the assignment.

## **2.5. BID EVALUATION:**

### **2.5.1 Supplier Registration:**

The qualified suppliers will be added to the Vendor Database after investigation of suitability based on the submitted Vendor Registration Form and supporting documents. The investigation involves consideration of several factors such as:

- Financial standing,
- Core business,
- Track record,
- Contract capacity.

This will be followed later by performance evaluation as a supplier such as:

- Random / periodic testing of the supplier's services,
- Ability to respond quickly to Agency's needs,
- Timely delivery,
- Dependability of services.

### **2.5.2 Technical and Financial evaluation:**

For the award of this tender, UNHCR has established evaluation criteria which govern the selection of offers received. Evaluation is made on a technical and financial basis. The percentage assigned to each component is determined in advance as follows:

The technical component is comprised of two (2) Parts:

#### **a- Eligibility Criteria (Pass / Fail):**

Checking and verification of submitted tender documents by UNHCR Technical Evaluation Committee (TEC). UNHCR TEC will check the submitted six (6) pre-condition tender documents and mark 'Pass' or 'Fail' against the conditions listed at point no. 2.4.1.1. Missing documents, if any, will be requested from the bidder. Bidder(s) refusing to provide missing document, when requested within a deadline, will be considered as disqualified. Others scoring 'Pass' to all requirements will qualify for further evaluation.

#### **b- Technical evaluation criteria with a maximum score of 1000 points:**

The **Technical proposal** will be evaluated using inter alia the following criteria and percentage distribution: **(60 %)** from the total score.

**Technical Evaluation Criteria:**

Sr.	Description	Points
<b>1.</b>	<b>Description of the company, company's qualifications and the general organization capability.</b>	<b>Maximum Points Obtainable 250</b>
1.1	Company profile and year of establishment of the company	50
1.2	Number of previous and current projects in the last eight (8) years	50
1.3	Value of projects in the last eight (8) years	50
1.4	Recommendation from Clients	50
1.5	Quality Certificates such as ISO 9000, ISO 9001 or equivalent	50
<b>2.</b>	<b>Fleet availability, capacity, age, on board technologies; licenses of owned equipment</b>	<b>Maximum Points Obtainable 250</b>
2.1	Number of fleet for the intended purpose	100
2.2	Types, age and capacity of trucks	100
2.3	Annual inspection and other required licenses	50
<b>3.</b>	<b>Understanding of the requirements for services, proposed approach, solutions, methodology and outputs</b>	<b>Maximum Points Obtainable 250</b>
3.1	Company provided description of the approach and methodology of how they would roll-out and implement the requested services outlined in the TOR ( <b>Annex A</b> )	150
3.2	Company existing Standard Operation Procedures (SOP) developed to help its staff in fulfilling their job, including during emergency situation	25
3.3	Company proposed a response time is in line with the TOR requirements in ( <b>Annex A</b> ).	50
3.4	The company provided comments or suggestions on the Term of Reference (TOR), as well as your detailed description of the way the company would respond to the TOR	25
<b>4.</b>	<b>Qualifications and experience of staff directly involved in the contract such as Account Manager and Customs Brokers.</b>	<b>Maximum Points Obtainable 150</b>
4.1	Number of staff performing various activities in the company	75
4.2	Qualification of staff - PHD, Masters, BA/BSC etc....	50
4.3	Experience of staff (years of service in the company)	25
<b>5.</b>	<b>Customs brokerage and any other relevant licenses and certifications</b>	<b>Maximum Points Obtainable 100</b>
5.1	International linkage of the company	35
5.2	Proof that your company has international license	35
5.3	Proof that your company has experience in the custom clearance at the Lebanese borders airport, seaport and land	30

**NB. The minimum technical passing score is 600 points.**

Remark: The Technical offer score will be calculated according to the percentage distribution for the technical and financial components. (60% - Technical component; 40% - Financial component).

**c-** The **Financial offer** will use the following percentage distribution: **(40 %)** from the total score.

The maximum number of points will be allotted to the lowest price offer and compared among to those of invited firms. All other price offers will receive points in inverse proportion to the lowest price; e.g., [100 points] x [US\$ lowest] / [US\$ other] = points for other supplier's Price Component.

### 2.5.3 Due Diligence:

UNHCR may conduct a due diligence/vender verification exercise if the bidders are not known to UNHCR or have not already worked satisfactorily for UNHCR in the past if the bidders are found to be

technically compliant by passing technical evaluation. Should the findings of the due diligence/supplier verification indicate non-suitability of bidders, the finding of the due diligence/supplier verification report will prevail. UNHCR will not conduct such exercise for those unknown bidders whose offer do not pass the technical evaluation.

The due diligence exercise, when needed, will take place following technical evaluation by the Technical Evaluation Committee (TEC) and before commencement of financial proposal evaluation.

## **2.6. SUBMISSION OF BID:**

- 2.6.1 Bid Reference: [RFP/2021/010](#)
- 2.6.2 Deadline for submission: **18 May 2021 – 23:59 hrs Beirut, Lebanon Local Time or Earlier.**
- 2.6.3 Offers must be submitted electronically to the email address: [LEBBETENDERS@unhcr.org](mailto:LEBBETENDERS@unhcr.org)
  - a. Format PDF files (Copies of the PDF format documents may, as an addition, be included in Excel or other formats etc.
  - b. Email size must not exceed 20 MB
  - c. For big attachments over 20 MB, please split into multiple numbered emails (e.g. 1 of 3, 2 of 3 and 3 of 3).
  - d. No document downloading links are accepted. All documents must be attached with the emails.
  - e. If the supplier is uploading number of small files, please zip the files into a ZIP folder and upload the folder instead of each file individually.
  - f. The subject line of the email must clearly state the tender reference number [RFP/2021/010](#).
  - g. The subject of the email must also include the company name and type of offer (i.e technical or financial)
  - h. The Technical offers and financial offers must be submitted in separate emails.
  - i. All files must be free of viruses and not corrupted.
  - j. UNHCR reserves the right to accept or reject any offers that is not following the email submission instructions.
  - k. No other person from UNHCR to be copied on the tender emails otherwise the supplier may be disqualified for this tender.
  - l. For any technical issues with submission of emails, the suppliers must contact this email address: [najjas@unhcr.org](mailto:najjas@unhcr.org)

### **IMPORTANT:**

Any bid received after this date or sent to another UNHCR address may be rejected. UNHCR may, at its discretion, extend the deadline for the submission of bids, by notifying all prospective bidders simultaneously.

- m. UNHCR will not be responsible for locating or securing any information that is not identified in the bid. Accordingly, to ensure that enough information is available, the bidder shall furnish, as part of the bid, any descriptive material such as extracts, descriptions, and other necessary information it deems would enhance the comprehension of its offer.

## **2.7. BID ACCEPTANCE:**

UNHCR reserves the right to accept the whole or part of your bid.

UNHCR may, at its discretion, increase or decrease the proposed content when awarding the contract and would not expect a significant variation of the rate submitted. Any such increase or decrease in the contract duration would be negotiated with the successful bidder as part of the finalization of the Purchase Orders for Services.

UNHCR may, at its discretion, extend the deadline for the submission of bids, by notifying all prospective suppliers in writing. The extension of the deadline may accompany a modification of the

solicitation documents prepared by UNHCR at its own initiative or in response to a clarification requested by a prospective supplier.

Please note that UNHCR is not bound to select any of the firms submitting bids and does not bind itself in any way to select the firm offering the lowest price. Furthermore, the contract will be awarded to the bid considered most responsive to the needs, as well as conforming to UNHCR's general principles, including economy and efficiency and best value for money.

**2.8. CURRENCY AND PAYMENT TERMS FOR PURCHASE ORDERS**

Any Purchase Order (PO) issued as a result of this RFP will be made in USD. Payment will be made in accordance to the General Conditions for the Purchase of Services and in the currency in which the PO is issued. Payments shall only be initiated after confirmation of successful completion by UNHCR business owner. UNHCR will not consider any advance payment.

**2.9. UNHCR GENERAL CONDITIONS OF CONTRACTS FOR THE PROVISION OF SERVICES**

Please note that the General Conditions of Contract for Provision of Services (**Annex D**) will be strictly adhered to for the purpose of any future contract. The Bidder must confirm the acceptance of these terms and conditions by attaching a signed and stamped copies of the attached conditions of services

**2.10. ZERO TOLERANCE POLICY**

Please note that UNHCR strictly follows zero tolerance policy and as such advises its suppliers not to offer any gift, favor, hospitality, etc. to its staff.

**2.11. THE UN GLOBAL COMPACT**

The UN Global Compact is a call to companies to align strategies and operations with universal principles on human rights, labor, environment, and anti-corruption, and take actions that advance societal goals

Muntasir Siddig   
Senior Supply Officer  
UNHCR Office in Beirut, Lebanon





## ANNEX A

### TERMS OF REFERENCE (ToR) CUSTOMS CLEARANCE and INLAND TRANSPORTATION SERVICES RFP/2021/010

#### 1. **BACKGROUND:**

The Office of the United Nations High Commissioner for Refugees (UNHCR), in Beirut, wishes to enter into **F**rame **A**greement 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 Lebanon 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 Lebanon 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, 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:

- Beirut 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 Lebanon
  - 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 Lebanon
  - 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 Lebanon 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**