

Terms of Reference

Provision of Customs Clearance Services and Delivery Services

I. Context of Services Requirement:

The scope of the services to be performed by the Contractor shall include but not be limited to:

1. Custom clearance at the entry point: for land and air freight consignments at the Iraqi point of entrance with neighboring borders and air freight consignments at International Airports available in the region of KR-I;
2. Cargo handling at the point of entrance to the destination;
3. Preparation and submission of detailed status report to UNHCR for each case handled on behalf of the agency;

II. Scope of Work:

Customs Clearance and cargo delivery:

The Contractor shall provide full scope of the customs clearing and delivery services as and when requested by UNHCR-KRI in its capacity as an accredited clearing company. The scope of such services shall include the following:

1. Air Imports (Emergency shelter items, office supplies, IT & Communication items, personal effects, etc.):

- Airfreight clearance on tax free basis;
- Provisional clearance pending perfection of documents;
- Arrangement of proper delivery to the destination;

2. Land import (Humanitarian Aids, office supplies, means of transportation, personal effects...etc.):

- Border points clearance;
- Customs clearance, including containerized cargo and vehicle on tax free basis;
- Provide complete relevant documents for the shipment prepared by Customs authorities.

The Contractor shall have the supplies cleared in a limited time: from the day of receipt of documents, the Contractor shall have their full attention and dedicated staff for UNHCR consignments, in order to avoid delays and demurrage. Upon receipt of the Tax-Exemption Letter, the Contractor shall be responsible and will be held accountable for any demurrage fee, storage fees if the contractor fails to clear the shipment within the demurrage-free period.

III. UNHCR Responsibilities: Documents:

For both modes of shipment (land & air), UNHCR – KRI will provide documents for the customs clearance as follow:

1. Copy of Bill of Lading or Air Waybill;
2. Copy of Commercial Invoice (both Kurdish and English version);
3. Packing List, if different from invoice (both Kurdish and English version);
4. Original copy Duty Exemption Certificate/letter from the pertinent authority in KR-I;
5. Authorization Letter / or other related documents;

Omission of any of the foregoing information shall not diminish the service provider's responsibilities.

IV. Scope of services to be provided by the Contractor:

1. The Contractor shall provide its services to UNHCR on a priority basis throughout the contractual period;
2. The Contractor shall provide the necessary equipment, facilities, qualified personnel, expertise and other means necessary to perform the customs clearance services in accordance with the best commercial practice;
3. For each shipment, UNHCR shall provide the Contractor with the Exemption Certificate 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 recipient, terms of delivery, method of transport (road and air), shipping marks, special handling instructions and other pertinent details. The said Exemption Certificate Form or Request shall indicate the expected delivery date by the supplier so that the Contractor can coordinate delivery of goods. Omission of any of the foregoing information shall not invalidate the Exemption Certificate Form or Request or diminish the Contractor's responsibilities. The Contractor shall carry out its services in respect of each shipment in accordance with the information indicated in Exemption Certificate Form or Request relating to such equipment.
4. The contractor shall nominate professional and reliable contact person(s) to manage the contractor's obligations and liaise with the UNHCR-KRI.
5. UNHCR-KRI will reserve the right to request the contractor at any time during the term of this arrangement to assign additional personnel or to replace any of the contractors' designated staff dealing with UNHCR-KRI's shipment if any and the contractor shall promptly comply with such request.
6. The Contractor shall provide the name(s) and contact details of the designated staff dealing with UNHCRs' shipment including brokers at the customs points.
7. The Contractor shall, perform necessary liaison and coordination in connection with customs clearance, handling and general movement of cargo and equipment between the ports, customs representatives, air/ land freight and operational units, and similar entities.

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

9. 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 UNHCR, and in those cases where goods are physically received by the Contractor, check the packing and verify that it is suitable for carriage by the designated method of transport and for the particular item.

10. 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.

11. The Contractor will prepare, or arrange for prepayment of, all applicable charges, from the point of delivery as indicated in the Tax Exemption Letter (TEL) or Request to point of ultimate destination named in the TEL request.

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

13. The Contractor, upon receipt of instructions from UNHCR, shall prepare all relevant documents relating to shipping, clearance, and issuance of customs documents as and when required;

14. Should the Contractor fail to provide customs clearances of the goods to the required destination(s) within a time frame agreed at the time of issuance of the TEL 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.

15. Invoices shall include a breakdown of costs detailing all corresponding charges per consignment, as detailed in the Financial Proposal Form, to avoid any misunderstanding. All invoices submitted to UNHCR 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.

16. The Contractor shall be responsible for damage to and/or loss of cargo while in transit (in the Contractor's care) prior to delivery, or while in storage under the custody of the Contractor, the liability shall be the Contractor's sole responsibility. The Contractor shall adjudicate any such claim arising out of inadequate handling of cargo prior to shipment and/or delivery after receipt of damage/claim report submitted to UNHCR. The Contractor is required to hold valid insurance during the term of contract, to facilitate payment of all claims arising out of negligence or improper handling, and any other such claims resulting in damage or loss of cargos/consignments. The Contractor shall provide to UNHCR satisfactory evidence of such insurance.

17. All charges quoted in the Financial Proposal Form, if approved, will constitute the integral part of the future Contract with UNHCR, and hence, must remain valid for the duration of the Contract.

18. UNHCR shall pay the Contractor, in addition to the customs clearance's fees in the Contract, the delivery charges agreed upon in the Contract, as well as associated administrative fees.

V. Key Performance Indicator

UNHCR – KRI shall review and evaluate the performance under the contract quarterly based on following key performance indicator:

- Arrival date of shipment (land/air).
- Reception date of all relevant shipping documents from UNHCR–KRI.
- Delivery date to customs.
- Processing date by Kurdistan regional customs.
- Payments date of 3rd party invoices.
- Delivery date of goods to the UNHCR warehouse or consignee.
- Liaison and coordination with UNHCR in connection with customs clearance and the handling and movement of the cargo.

VI. Reporting

The contractor shall submit status report for each service handled with the agreed format.

Other tasks to be performed on behalf of UNHCR-KRI.

The Contractor, in addition of its regular tasks such as customs clearance, will, on behalf of UNHCR, represent and or negotiate with the authorities for issues that don't require the presence of a UNHCR representative. This shall include but not limited to:

- Presentation and tracking signature of note of verbal with Authority.
- Processing of export permit and related licenses.
- Other freight related services as may be required.

Note: UNHCR may, at its own discretion, acquire one or all of the above services and the payment will be processed for the services rendered.

VII. Terms of payment:

Consignments s delivered to UNHCR will be paid by UNHCR by Bank transfer to contractor within net thirty (30) days from date of receipt of the original invoices in good order.