

TERMS OF REFERENCE FOR LONG TERM AGREEMENT (LTA)

1. JUSTIFICATION/BACKGROUND

The United Nations in Iran invites qualified Service Providers to make an offer for the establishment of a Long-Term Agreement for the provision of customs clearance services, in Islamic Republic of Iran under the terms and conditions contained herein.

A Long-Term Agreement (LTA) will be awarded to the most responsive technical and financial proposal(s), based on highest weighted score, upon signing the agreement, initially for one year, with the option to extend under the same terms and conditions for an additional 12 months, upon satisfactory performance evaluation with a Company.

Attached as annexes to this Terms of Reference is a price proposal that must be completed and submitted.

2. OBJECTIVE AND TARGETS

2.1 The selected Agent(s) will enter into Long-Term Arrangement (LTA) with UNICEF/UN Agencies for provision of customs clearance services. The LTA may be awarded to more than one agent. It should be noted that the same LTA will be used by UNICEF as well as for contracting with other UN agencies in Iran.

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

2.2.1. Customs clearance of imported and exported cargo of UN agencies in Iran through air, sea and road.

2.2.2. Road transportation of cargo from warehouses in Iran to border points and other locations requested by UN in Iran.

2.2.3. Manage the land transport of goods to/from point of loading to the consignor as annotated on the waybill by the requesting UN-agency.

2.2.4. Customs clearance and transportation (if necessary) of personal effects of UN International staff, for the purpose of relocation or other purposes.

2.2.5 The main commodities to be cleared are, but will not be limited to UNICEF Programme supplies contributing to the implementation of UNICEF and other UN agencies in IRAN in partnership with the Islamic Republic of Iran Government:

- IT equipment e.g. computers and printers
- Health items including medicine and Lab test kits with temperature conditions, cold chain equipment's; vaccine refrigerators,
- Telecommunications equipment e.g. HF/VHF radios, etc.
- Generators
- Hygiene Kits
- Emergency shelter items, e.g. blankets, plastic sheeting, buckets, Family tents, etc.
- Water and sanitation supplies and equipment
- Clothes and shoes for persons of concern
- Assembled housing units, tents
- Orthopedics, such as wheelchairs, crutches, etc.
- Dry food

- Animals (pets, drug detecting dogs, etc.)
- Personal Effects
- Agricultural equipment and goods
- Vehicles (Light vehicle under or equal to 4 ton, most vehicles are 4WD/Station Wagon, e.g., Toyota Land cruiser, Heavy Vehicle: over 4 ton, including heavy machinery / equipment).

3. SCOPE OF THE WORK (WORK ASSIGNMENT)

3.1 Customs Clearance formalities and transportation to warehouses/offices

- To provide customs clearance formalities for UN cargo that is imported through air, land and sea with on carriage deliveries to pointed warehouses. To provide customs clearance for exported cargo through the same gateways.

3.1.1 Customs clearance of imported shipments

- UN agency will provide pre-alert shipment documents detailing all required cargo details, arrival dates, copy of invoice and packing list to ensure customs clearance can be conducted in a timely manner upon cargo arriving.
- Customs clearance will be done on tax-exempt basis of UN imported and exported cargo. The necessary Tax exemption certification will be provided by the related UN agency upon receiving the original shipping documents and the Customs Delivery Order (Ghabze Anbar) from the contractor.
- To track the shipment upon arrival for safe receipt and storage of health products (vaccines, medicines, etc) and other goods requiring the cold chain and / or special storage conditions (such as hazardous goods) in the designated customs.
- Imam Khomeini International customs / Tehran West customs are the main customs for the clearance. Bazargan boarder and Bandar Abass ports are the frequent entry points for sea and land cargos.
- Ensure return of container in a safe manner to the forwarder, if the container is released from the customs based on a deposit/check issuance. The service provider will be in charge of paying all possible demurrages for land and sea shipments which will be settled to the service provider once the consignment is released form customs. Though, the United Nations agencies are exempted from tax and customs duties. It is requested from the service provider to settle all invoices related to warehouse charges and any other invoices related to customs clearance. All these paid charges will be settled to service provider once the consignment is released from customs.
- Receiving Customs Delivery Order (Ghabze Anbar) within 4 working days after cargo arrival.
- Clearing the consignment within 5 working days after receiving exemption form UN agencies, except for cases which may require special authorizations.
- The service provider should be able to give customs clearance services in all border of the country within 36 hours of the given notice.

3.1.2 Customs clearance of exported shipments

- Undertake export customs clearance formalities for cargo in timely manner.
- Communicate with UN agency named Freight Forwarder to arrange collection of the cargo.

- To have the facilities to provide a warehouse for export cargo.
- Provide all export documents to UN agency named Freight Forwarder prior to collection of cargo from the warehouse/offices.
- UN agency will provide the necessary documentation for export of cargo out of Iran in a timely manner.

3.1 Road Transport

Service Provider to provide suitable commercial road vehicles to transport cargo from indicated Customs to destinations decided by UN agency.

- Provide refrigerated vehicles to transport vaccines and other temperature sensitive cargo as required.
- Ensure vehicles are road worthy, certified for usage and have valid road insurance as per Government rules and regulations.
- The Service Provider shall issue one waybill per truck for supplies loaded and must ensure it is duly signed by the consignee as proof of delivery.
- The cargo should be insured by transporter based on the real value of the goods .
- Loading and unloading of the cargo is the responsibility of the LTA holder.

3.2 General requirements

- The point of entries for UN cargo are Bandar Abbas, Bazargan boarder and IKIA airport for which the service provider should have ability to facilitate the custom clearance smoothly and on timely manner.
- The clearance of the imported goods coming via sea shall be done either in the Tehran West Customs or Bandar Abbas, based on the UN Agency's decision.
- The clearance of the imported goods coming via road shall be done in the Tehran West Customs.
- The contractor is requested to be responsive to the urgent matters in order to take soonest actions related to this contract.
- The service provider shall perform the mentioned services under the contract as and when requested by UN on a priority basis throughout the contractual period.
- The Service provider shall provide the necessary equipment, facilities, qualified personnel, expertise, and other means necessary to perform the customs clearance, and transportation services in accordance with the best commercial practice.
- Service provider shall advise on better conditions or options available to UN agency, such information may regard tariffs, carriers, etc.
- Service provider shall be aware of international conventions and local laws with regards to
 - a) Carriage of goods by sea
 - b) Carriage of goods by air
 - c) Carriage of goods by land (within Iran and the region)

4 REALISTIC DELIVERY DATES AND DETAILS ON HOW THE WORK MUST BE DELIVERED

- Long-Term Agreement to be valid initially for one year with the possibility of 12 months extension.
- Actual work will depend on the frequency of receipts and dispatches and will be requested in writing by UN agency.

5 PERFORMANCE INDICATORS FOR EVALUATION OF RESULTS

- Timely and safely clearance, and delivery of goods
- Timely submission of invoices and related supporting documents.

6 UN RECOURSE IN CASE OF UNSATISFACTORY PERFORMANCE

- Standard liquidated damages and/or termination to apply as per UN terms and conditions.

7. CONDITIONS

- The contractor will work on its own computer(s) and use its own office resources and materials in the execution of this assignment. The contractor's fee shall be inclusive of all office administrative costs

8. RATES & FEES

1. The Contractor shall charge UNICEF only the rates and fees as agreed between the Contractor and UNICEF.
2. Rates and Fees shall remain fixed for 12-month periods from the effective date of this LTA provided however that:
 - (a) The Contract may review its prices/rates every 12 months from the effective date of the Contract and shall notify UNICEF in writing 90 days prior to the 12 months expiry, of price maintenance or a proposed price decrease or increase. UNICEF shall be entitled to either accept the price decrease/increase or to cancel the Contract and shall notify the Contractor in writing of its decision.

9. Organizational Requirements

9.1 Management and Liaison with UNITED NATIONS

- The Contractor shall nominate a professional key Account Manager, reliable contact persons who will be responsible for the performance of the obligations and to liaise with UNICEF. These persons shall be based and operational in each of the sites where the service is offered.
- UNICEF reserves 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 Contractor's designated staff dealing with UNICEF's shipment and the Contractor shall promptly comply with such request.
- The Contractor shall provide an organizational chart and the names and CV of the designated staff dealing with UNICEF's shipment.

10. Invoicing

Invoices must be submitted to the Supply Section, UNICEF Office, Tehran, to the attention of the Supply officer.

The Contractor will submit separate original invoice for each transaction together with the following supporting and relevant documents:

- a) Customs Clearance: copy of transport document (B/L or AWB), copy of supplier invoice and packing List, customs entry, all third party payments supported by invoice(s), statement of applicable cargo handling charges
- b) Inland transport: copy of way bill/delivery note, vehicle log sheet.
- c) Freight Forwarding: copy of transport document (B/L or AWB), delivery note from supplier, copy of packing list, copy of export documents signed by appropriate authorities, statement of applicable cargo handling charges

The Contractor shall, unless otherwise agreed, invoice UNICEF separately for each shipment and clearly indicate the UNICEF / other UN Agencies Purchase Order , including a detailed breakdown of services and charges, and ensure that all invoices are accompanied by supporting documents.

Valid invoices that are submitted in the format described above will be paid by bank transfer or cheque within 30 days from date of receipt of the documents in UNICEF/UN Agencies.

All invoices must be in IRR-Iranian Rials and no combined invoice will be accepted for processing.

10.1 Pre-payment

The Contractor shall pre-pay or arrange pre-payment of all applicable charges to the point of ultimate destination specified by UNICEF, provided that the Contractor shall ensure that such charges do not include taxes, excises or other duties imposed by government authorities.

10.2 No Additional Charges

The Contractor shall not add any charges for administrative costs and out-of-pocket expenses, e.g. cost of telefax, telegrams, telephone calls, postage and other minor charges, nor for the cost of supply, installation, services and maintenance of the information technology system, the order tracing system or for preparing documentation.

10.3 Open Book Principle

An open book principle shall apply to support the operation between UNICEF, the Contractor and carriers or other third party service providers. The Contractor shall upon request, substantiate all quotations by providing copies of original quotations from third parties.

The Contractor shall maintain a separate and complete set of books and records, which shall include vouchers, import documents and other documentation relating to the services performed. The Contractor shall establish and maintain individual files for each issue notice received with all relevant shipping information and Government Receipts.

At the request and expense of UNICEF, the Contractor shall permit UNICEF/UN Agencies and its authorized representatives to have access to, examine and copy during ordinary business hours such books, records and accounts as may be necessary or advisable to enable UNICEF/UN Agencies to verify that the Contractor has complied with the terms of any resulting contract.