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INVITATION TO BID

LITB-2024-9189888

30 April 2024

UNITED NATIONS CHILDREN'S FUND (UNICEF)

Wishes to purchase

Logistics Services



THIS INVITATION TO BID HAS BEEN:

Prepared By:

Greta Hovhannisyan

Verified By:

Sona Babayants

BID FORM

This form must be completed, signed and returned to UNICEF.
 Bid must be made in accordance with the instructions contained in this INVITATION.

TERMS AND CONDITIONS OF CONTRACT

Any Purchase Order resulting from this INVITATION shall contain UNICEF General Terms and Conditions and any other Specific Terms and Conditions detailed in this INVITATION.

INFORMATION

Any request for information regarding this INVITATION must be forwarded by email to the attention of the person who prepared this document, with specific reference to the Invitation number.

The Undersigned, having read the Terms and Conditions of INVITATION No. **LITB-2024- 9189888** set out in the attached document, hereby offers to execute the services specified in the Terms and Conditions set out in the document.

Currency of Proposal: _____

Validity of Proposal: _____

Please indicate which of the following Early Payment Discount Terms are offered by you:
 10 Days 3.0% _____ 15 Days 2.5% _____ 20 Days 2.0% _____ 30 Days Net _____
 Other _____

Declaration

The undersigned, being a duly authorized representative of the Company, represents and declares that

1.	The Company and its Management ¹ have not been found guilty pursuant to a final judgment or a final administrative decision of any of the following:	YES	NO
	a. fraud	<input type="checkbox"/>	<input type="checkbox"/>
	b. corruption	<input type="checkbox"/>	<input type="checkbox"/>
	c. conduct related to a criminal organisation	<input type="checkbox"/>	<input type="checkbox"/>
	d. money laundering or terrorist financing	<input type="checkbox"/>	<input type="checkbox"/>
	e. terrorist offences or offences linked to terrorist activities	<input type="checkbox"/>	<input type="checkbox"/>
	f. sexual exploitation and abuse:	<input type="checkbox"/>	<input type="checkbox"/>
	g. child labour, forced labour, human trafficking	<input type="checkbox"/>	<input type="checkbox"/>
	h. irregularity (non-compliance with any legal or regulatory requirement applicable to the Company or its Management).	<input type="checkbox"/>	<input type="checkbox"/>

¹ #Management# means any person having powers of representation, decision-making or control over the Organization. This may include, for example, executive management and other persons holding downstream managerial authority, anyone on the board of directors, and controlling shareholders.

2.	The Company and its Management have not been found guilty pursuant to a final judgment or a final administrative decision of grave professional misconduct.	<input type="checkbox"/>	<input type="checkbox"/>
3.	The Company and its Management are not: bankrupt, subject to insolvency or winding-up procedures, subject to the administration of assets by a liquidator or a court, in an arrangement with creditors, subject to a legal suspension of business activities, or in any analogous situation arising from a similar procedure provided for under applicable national law.	<input type="checkbox"/>	<input type="checkbox"/>
4.	The Company and its Management have not been the subject of a final judgment or a final administrative decision finding them in breach of their obligations relating to the payment of taxes or social security contributions.	<input type="checkbox"/>	<input type="checkbox"/>
5.	The Company and its Management have not been the subject of a final judgment or a final administrative decision which found they created an entity in a different jurisdiction with the intent to circumvent fiscal, social or any other legal obligations in the jurisdiction of its registered office, central administration, or principal place of business (<i>creating a shell company</i>).	<input type="checkbox"/>	<input type="checkbox"/>
6.	The Company and its Management have not been the subject of a final judgment or a final administrative decision which found the Company was created with the intent referred to in point (5) (<i>being a shell company</i>).	<input type="checkbox"/>	<input type="checkbox"/>



The UNICEF reserves the right to disqualify the Company suspend or terminate any contract or other arrangement between the UNICEF and the Company, with immediate effect and without liability, in the event of any misrepresentation made by the Company in this Declaration.

It is the responsibility of the Company to immediately inform the UNICEF of any changes in the situations declared.

This Declaration is in addition to, and does not replace or cancel, or operate as a waiver of, any terms of contractual arrangements between the UNICEF and the Company.

Signature: _____

Date: _____

Name and Title: _____

Name of the Company: _____

UNGM #: _____

Postal Address: _____

Email: _____

Special Notes

UNICEF Armenia announces LITB 2024-9189888 to establish non-exclusive Long-Term Arrangements (LTAs) for the provision of Logistics services. The LTAs shall be awarded for the period of 24 months from the date of signing. Subject to satisfactory performance, the LTA may be extended for a further period of 12 months.

More detailed information, such as scope of work, qualifications required, application procedure and other special terms and conditions are presented in the TOR, which is an integral part of this LITB document.

Interested organizations are requested to submit their applications to UNICEF in Armenia no later than **22 May 2024, 18:00**. Offers received after the mentioned date and time will be invalidated. The public bid opening will be held on **24 May 2024, 11:00** at UNICEF Conference Hall (14 Petros Adamyan Str.).

The application, including completed signed Annex 1, 2 and 3 must be submitted to procurementarmenia@unicef.org e-mail address, by mentioning the LITB tender number and company name submitting the proposal in the subject line. It should be noted that the completion of the Declaration on page 3-5 is mandatory. In case of incomplete Declaration, the application will be disqualified.

It should be noted that UNICEF is an international organization, with a status equal to a diplomatic representation, thus 0 rate of VAT must be applied, according to Section 5, Article 16 of the Law of Republic of Armenia on the Value of the Added Tax. UNICEF will not provide any supporting documents stating business operation with 0 VAT.

Potential bidders are invited to a bidders conference that will be held in on **07 May 2024 at 11:00** at UNICEF Conference Hall (14 Petros Adamyan Str.). The purpose of the conference is to provide details about the submission and provide answers all questions related to the project.

INSTRUCTION TO BIDDERS

1. MARKING AND RETURNING BIDS

1.1 Bids shall be submitted in the manner specified earlier in this solicitation document. Detailed submission guidance at paragraphs 1.5, 1.6 and/or 1.7 should then be followed accordingly.

1.2 The Bid Form/Invitation to Bid for Services Form must be signed, and submitted together with the Bid. The Bid Form/ Invitation to Bid for Services Form should be signed by the duly authorized representative of the submitting company.

1.3 Bids must be clearly marked with the ITB(S) number and the name of the company submitting the bid.

1.4 Bidders should note that Bids received in the following manner will be invalidated:

- a) with incorrect (as applicable) postal address, email address or fax number;
- b) received after the stipulated closing time and date;
- c) failure to quote in the currency(ies) stated in the ITB(S);
- d) in a different form than prescribed in the ITB(S).

1.5 Sealed bids (as applicable)

1.5.1 See paragraph 1.1 above concerning applicability of this paragraph.

1.5.2 The Bid must be sent for the attention of the unit and address as specified in this solicitation document. Bids not sent in this manner will be disqualified.

1.5.3 Sealed bids (1 original and 2 copies) must be securely closed in a suitable envelope (marked with the ITB(S) number and the name of the company submitting the bid) and dispatched to arrive at the UNICEF office indicated no later than the closing time and date. Bids received in any other manner will be invalidated.

1.5.4 Any delays encountered in the mail delivery will be at the risk of the Bidder.

1.5.5 In case of any discrepancies between the original bid and a copy, the original will prevail.

1.6 Faxed bids (as applicable)

1.6.1 See paragraph 1.1 above concerning applicability of this paragraph.

1.6.2 Faxed bids must be returned to the ONLY ACCEPTABLE FAX NUMBER for Bids as specified in this solicitation document. Bidders should note that Bids received at any other fax number will be invalidated.

1.7 E-mailed bids (as applicable)

1.7.1 See paragraph 1.1 above concerning applicability of this paragraph.

1.7.2 All e-mailed Bids must be submitted to the ONLY ACCEPTABLE E-MAIL ADDRESS as specified in this solicitation document. No other recipient should be "Cc" or "Bcc" in the e-mail submission. Bids received in any other manner will be invalidated.

1.7.3 All Bids submitted by e-mail must be submitted as email attachments. Email links (e.g. to documents to be downloaded from cloud based folders) are not acceptable

unless otherwise specifically requested. Bids submitted as a link or through a link will be invalidated.

2. OPENING OF BIDS

2.1 Bids received prior to the stated closing time and date will be kept unopened. UNICEF will open Bids when the specified time has arrived and no Bid received thereafter will be considered.

2.2 UNICEF will accept no responsibility for the premature opening of a Bid which is not properly addressed or identified.

2.3 Bidders, or their authorized representative, may attend the public opening of the Bid at the time, date and location specified. Bidders should note that the Bid Opening is the only time and place where information related to pricing from competitors is available.

3. UNGM REGISTRATION

3.1 UNICEF is part of the United Nations Global Marketplace(UNGM). Accordingly, all bidders are encouraged to become a UNICEF vendor by creating a vendor profile in the UNGM website: www.ungm.org

4. AWARD NOTIFICATION

4.1 UNICEF reserves the right to make a public notification of the outcome of an ITB(S) advising product/service, awarded supplier and total value of award.

ANNEX A GENERAL TERMS AND CONDITIONS

GENERAL TERMS AND CONDITIONS OF CONTRACT (Goods)

Definitions and UNICEF Supply Website

1.1 In these General Terms and Conditions (Goods), the following terms have the following meaning:

"Affiliates" means, with respect to the Supplier, any of its corporate affiliates or associates, including parent entities, subsidiaries, and other entities in which it owns a substantial interest.

"Confidential Information" means information or data that is designated as confidential at the time of exchange between the Parties or promptly identified as confidential in writing when furnished in intangible form or disclosed orally, and includes information, the confidential or proprietary nature of which is or should be reasonably apparent from the inherent nature, quality or characteristics of such information.

"Consignee" means the consignee designated in the Contract.

"Contract" means the purchase contract that incorporates these General Terms and Conditions (Goods). It includes purchase orders issued by UNICEF, whether or not they are issued under a long-term arrangement or similar contract.

"Goods" means the goods specified in the relevant section of the Contract.

"Host Government" means a Government with which UNICEF has a programme of development cooperation, and includes a Government of a country in which UNICEF provides humanitarian assistance.

"INCOTERMS" means the international commercial terms known as the INCOTERMS rules, issued by the International Chamber of Commerce, most recently issued at the effective date of the Contract. References in the Contract to trade terms (such as "FCA", "DAP" and "CIP") are references to those terms as defined by the INCOTERMS.

"Parties" means the Contractor and UNICEF together and a "Party" means each of the Contractor and UNICEF.

Supplier's "Personnel" means the Supplier's officials, employees, agents, individual sub-contractors and other representatives.

"Price" is defined in Article 3.1.

"Supplier" is the supplier named in the Contract.

"UNICEF Supply Website" means UNICEF's public access webpage available at http://www.unicef.org/supply/index_procurement_policies.html, as may be updated from time to time.

1.2 These General Terms and Conditions of Contract, UNICEF's Policy Prohibiting and Combating Fraud and Corruption, the UNICEF's Policy on Conduct Promoting the Protection and Safeguarding of Children, the UN Supplier Code of Conduct, and UNICEF's Information Disclosure Policy referred to in the Contract, as well as other policies applicable to the Supplier, are publicly available on the UNICEF Supply Website. The Supplier represents that it has reviewed all such policies as of the effective date of the Contract.

2 Delivery: Inspection; Risk of Loss

2.1 The Supplier will deliver the Goods to the Consignee at the place and within the time period for delivery stated in the Contract. The Supplier will comply with the INCOTERM or similar trade term expressly stated in the Contract as applying to the Goods to be supplied under the Contract and all other delivery terms and instructions stated in the Contract. Notwithstanding any INCOTERM, the Supplier will obtain any export licences required for the Goods. The Supplier will ensure that UNICEF receives all necessary transport documents in a timely manner so as to enable UNICEF to take delivery of the Goods in accordance with the requirements of the Contract. The Supplier will neither seek nor accept instructions from any entity other than UNICEF (or entities authorized by UNICEF to give instructions to the Supplier) in connection with the supply and delivery of the Goods.

2.2 The Supplier will use its best efforts to accommodate reasonable requests for changes (if any) to the requirements for the Goods (such as packaging, packing and labeling requirements), shipping instructions or delivery date of the Goods set out in the Contract. If UNICEF requests any material change to the requirements for the Goods, shipping instructions or delivery date, UNICEF and the Supplier will negotiate any necessary changes to the Contract, including as to

Price and the time schedule. Any such agreed changes will become effective only when they are set out in a written amendment to the Contract signed by both UNICEF and the Supplier. Should the Parties fail to agree on any such changes within thirty (30) days, UNICEF will have the option to terminate the Contract without penalty notwithstanding any other provision of the Contract.

2.3 The Supplier acknowledges that UNICEF may monitor the Supplier's performance under the Contract. The Supplier agrees to provide its full cooperation with such performance monitoring, at no additional cost or expense to UNICEF, and provide relevant information as reasonably requested by UNICEF, including, but not limited to, the date of receipt of the Contract, detailed delivery status, costs to be charged and payments made by UNICEF or pending.

Inspection

2.4 UNICEF or the Consignee (if different from UNICEF) will have a reasonable time to inspect the Goods after delivery. At UNICEF's request, the Supplier will provide its reasonable cooperation to UNICEF or the Consignee with regard to such inspection, including but not limited to access to production data, at no charge. The Supplier acknowledges that any inspection of the Goods by or on behalf of UNICEF or the Consignee does not constitute a determination that the specifications for the Goods set out in the Contract (including the mandatory technical requirements) have or have not been met. The Supplier will be required to comply with its warranty and other contractual obligations whether or not UNICEF or the Consignee carries out an inspection of the Goods.

Delivery not Acceptance: Consequences of Delayed Delivery and Non-conforming Goods

2.5 If the Supplier determines it will be unable to deliver all or some of the Goods to the Consignee by the delivery date(s) stipulated in the Contract, the Supplier will (a) immediately consult with UNICEF to determine the most expeditious means for delivering the Goods; and (b) use an expedited means of delivery, at the Supplier's cost (unless the delay is due to force majeure as defined in Article 6.7 below), if reasonably requested by UNICEF to do so. Partial deliveries of Goods will not be accepted unless prior written approval for such partial delivery has been given by UNICEF to the Supplier.

2.6 Delivery of the Goods will not constitute acceptance of the Goods. If some or all of the Goods do not conform to the requirements of the Contract or if the Supplier delivers the Goods late or fails to deliver the Goods (or any part of the Goods) in accordance with the agreed delivery dates and delivery terms and instructions, UNICEF may, without prejudice to any of its other rights and remedies, exercise one or more of the following rights under the Contract at UNICEF's option:

(a) UNICEF can reject and refuse to accept any or all of the Goods (including those that do conform to the Contract). If UNICEF rejects the Goods, the Supplier will, at its own cost, arrange for the prompt return of the rejected Goods and, at UNICEF's option, the Supplier will promptly replace the rejected Goods with Goods of equal or better quality (and will be responsible for all costs related to such replacement) or UNICEF may exercise its other rights set out below;

(b) UNICEF may procure all or part of the Goods from other sources, in which case the Supplier will be responsible for any additional costs beyond the balance of the Price for such Goods;

(c) Upon UNICEF's demand, the Supplier will refund all payments (if any) made by UNICEF in respect of the rejected Goods or the Goods that have not been delivered in accordance with the delivery dates and delivery terms;

(d) UNICEF can give written notice of breach and, if the Supplier fails to remedy the breach, can terminate the Contract in accordance with Article 6.1 below;

(e) UNICEF can require the Supplier to pay liquidated damages as set out in the Contract.

2.7 Further to Article 11.6 below, the Supplier expressly acknowledges that if, in respect of any consignment, UNICEF takes delivery of all or some of the Goods that have been delivered late or otherwise not in full compliance with the delivery terms and instructions or that are not in full conformity with the requirements of the Contract, this does not constitute a waiver of UNICEF's rights in respect of such late delivery or non-compliant Goods.

Risk of Loss; Title to Goods

2.8 Risk of loss, damage to or destruction of Goods supplied under the Contract, and responsibility for arranging and paying for freight and insurance, will be governed by the

ANNEX A GENERAL TERMS AND CONDITIONS

INCOTERM or similar trade term expressly stated in the Contract as applying to the Goods supplied under the Contract and any other express terms of the Contract. In the absence of any such INCOTERM or similar trade term or other express terms, the following provisions will apply: (a) the entire risk of loss, damage to or destruction of the Goods will be borne exclusively by the Supplier until physical delivery of the Goods to the Consignee has been completed in accordance with the Contract; and (b) the Supplier will be solely liable for making all transport arrangements and for payment of freight and insurance costs for the shipment and delivery of the Goods in accordance with the requirements of the Contract.

3.9 Unless otherwise expressly provided in the Contract, title in and to the Goods will pass from the Supplier to the Consignee upon delivery of the Goods in accordance with the applicable delivery terms and acceptance of the Goods in accordance with the Contract.

3. Price; Invoicing; Tax Exemption; Payment Terms

3.1 The price for the Goods is the amount specified in the price section of the Contract (the "Price"), it being understood that such amount is specified in United States dollars unless otherwise expressly provided for in the price section of the Contract. The Price includes the cost of packaging and packing the Goods in accordance with the requirements of the Contract and delivery in accordance with the applicable delivery terms. The Price is inclusive of all costs, expenses, charges or fees that the Supplier may incur in connection with the performance of its obligations under the Contract; provided that, without prejudice to or limiting the provisions of Article 3.3 below, all duties and other taxes imposed by any authority or entity must be separately identified. It is understood and agreed that the Supplier will not request any change to the Price after delivery of the Goods by the Supplier and that the Price cannot be changed except by written agreement between the Parties before the Goods are delivered.

3.2 The Supplier will issue invoices to UNICEF only after the Supplier has fulfilled the delivery terms of the Contract. The Supplier will issue (a) one (1) invoice in respect of the payment being sought, in the currency specified in the Contract and in English, indicating the Contract identification number listed on the front page of the Contract; and (b) copies of the shipping documents and other supporting documents as specified in the Contract.

3.3 The Supplier authorizes UNICEF to deduct from the Supplier's invoices any amount representing direct taxes (except charges for utilities services) and customs restrictions, duties and charges of a similar nature in respect of articles imported or exported for UNICEF's official use, in accordance with the exemption from tax in Article II, Section 7 of the Convention of the Privileges and Immunities of the United Nations, 1946. In the event any governmental authority refuses to recognize this exemption from taxes, restrictions, duties or charges, the Supplier will immediately consult with UNICEF to determine a mutually acceptable procedure. The Supplier will provide full cooperation to UNICEF with regard to securing UNICEF's exemption from, or refund of amounts paid as, value-added taxes or taxes of a similar nature.

3.4 UNICEF will notify the Supplier of any dispute or discrepancy in the content or form of any invoice. With respect to disputes regarding only a portion of such invoice, UNICEF will pay the Supplier the amount of the undisputed portion in accordance with Article 3.5 below. UNICEF and the Supplier will consult in good faith to promptly resolve any dispute with respect to any invoice. Upon resolution of such dispute, any amounts that have not been charged in accordance with the Contract will be deducted from the invoice(s) in which they appear and UNICEF will pay any agreed remaining items in the invoice(s) in accordance with Article 3.5 within thirty (30) days after the final resolution of such dispute.

3.5 UNICEF will pay the uncontested amount of the Supplier's invoice within thirty (30) days of receiving both the invoice and the shipping documents and other supporting documents, as referred to in Article 3.2 above. The amount paid will reflect any discount(s) shown under the payment terms of the Contract. The Supplier will not be entitled to interest on any late payment or any sums payable under the Contract nor any accrued interest on payments withheld by UNICEF in connection with a dispute. Payment will not relieve the Supplier of its obligations under the Contract. Payment will not be deemed acceptance of the Goods or waiver of any rights with regard to the Goods.

3.6 Each invoice will confirm the Supplier's bank account details provided to UNICEF as part of the Supplier's registration process with UNICEF. All payments due to the Supplier under the Contract will be made by electronic funds transfer to that bank account. It is the Supplier's responsibility to ensure that the bank details supplied by it to UNICEF are up-to-date and accurate and notify UNICEF in writing by an authorized representative of the Supplier of any changes in bank details together with supporting documentation satisfactory to UNICEF.

3.7 The Supplier acknowledges and agrees that UNICEF may withhold payment in respect of any invoice if, in UNICEF's opinion, the Supplier has not performed in accordance with the terms and conditions of the Contract, or if the Supplier has not provided sufficient documentation in support of the invoice.

3.8 UNICEF will have the right to set off against any amount or amounts due and payable by UNICEF to the Supplier under the Contract, any payment, indebtedness or other claim (including, without limitation, any overpayment made by UNICEF to the Supplier) owing by the Supplier to UNICEF under the Contract or under any other contract or agreement between the Parties. UNICEF will not be required to give the Supplier prior notice before exercising this right of set-off (such notice being waived by the Supplier). UNICEF will promptly notify the Supplier after it has exercised such right of set off, explaining the reasons for such set off, provided however that the failure to give such notification will not affect the validity of such set-off.

3.9 Each of the invoices paid by UNICEF may be subject to a post-payment audit by UNICEF's external and internal auditors or by other authorized agents of UNICEF. At any time during the term of the Contract and for three (3) years after the Contract terminates, UNICEF will be entitled to a refund from the Supplier of amounts such audit or audits determine were not in accordance with the Contract regardless of the reasons for such payments (including but not limited to the actions or inactions of UNICEF staff and other personnel).

4. Representations and Warranties; Indemnification; Insurance

Representations and Warranties

4.1 The Supplier represents and warrants that as of the effective date and throughout the term of the Contract: (a) it has the full authority and power to enter into the Contract and to perform its obligations under the Contract and the Contract is a legal, valid and binding obligation, enforceable against it in accordance with its terms; (b) it has, and will maintain throughout the term of the Contract, all rights, licenses, authority and resources necessary, as applicable, to develop, source, manufacture and supply the Goods and to perform its other obligations under the Contract; (c) all of the information concerning the Goods and the Supplier that it has previously provided to UNICEF, or that it provides to UNICEF during the term of the Contract, is true, correct, accurate and not misleading; (d) it is financially solvent and is able to supply the Goods to UNICEF in accordance with the terms and conditions of the Contract; (e) the use or supply of the Goods does not and will not infringe any patent, design, trade-name or trade-mark; (f) it has not and will not enter into any agreement or arrangement that restrains or restricts any person's rights to use, sell, dispose of or otherwise deal with the Goods; and (g) the development, manufacture and supply of the Goods is, and will continue to be, in compliance with all applicable laws, rules and regulations. The Supplier will fulfill its commitments with the fullest regard to the interests of UNICEF and will refrain from any action which may adversely affect UNICEF or the United Nations.

4.2 The Supplier further represents and warrants that the Goods (including packaging): (a) conform to the quality, quantity and specifications for the Goods stated in the Contract (including, in the case of perishable or pharmaceutical products, the shelf life specified in the Contract); (b) conform in all respects to the technical documentation provided by the Supplier in respect of such Goods and, if samples were provided to UNICEF prior to entering into the Contract, are equal and comparable in all respects to such samples; (c) are new and factory-packed; (d) are fit for the purposes for which such goods are ordinarily used and for purposes expressly made known to the Supplier by UNICEF in the Contract; (e) are of consistent quality and free from faults and defects in design, manufacture, workmanship and materials; (f) are free from all liens, encumbrances or other third party claims; and (g) are contained or packaged in accordance with the standards of export packaging for the type and quantities of the Goods specified in the Contract, and for the modes of transport of the Goods specified in the Contract (including but not limited to, in a manner adequate to protect them in such modes of transport), and marked in a proper manner in accordance with the conditions stipulated in the Contract and applicable law.

4.3 The warranties provided in Article 4.2 will remain valid for the warranty period specified in the Contract; provided that (a) the warranty period for pharmaceutical goods or other perishable products will be no less than the shelf-life of those Goods specified in the Contract; and (b) if no warranty period or shelf-life is specified in the Contract, the warranties will remain valid from the date the Supplier signs the Contract until the day twelve (12) months after fulfillment of the delivery terms or such later date as may be prescribed by law.

4.4 If the Supplier is not the original manufacturer of the Goods or any part of the Goods, the Supplier assigns to UNICEF (or, at UNICEF's instructions, the Government or other entity that receives the Goods) all manufacturers' warranties in addition to any other warranties under the Contract.

4.5 The representations and warranties made by the Supplier in Articles 4.1 and 4.2 and the Supplier's obligations in Articles 4.3 and 4.4 above are made to and are for the benefit of (a) each entity that makes a direct financial contribution to the purchase of Goods and (b) each Government or other entity that receives the Goods.

ANNEX A
GENERAL TERMS AND CONDITIONS

Indemnification

4.6 The Supplier will indemnify, hold and save harmless and defend, at its own expense, UNICEF, its officials, employees, consultants and agents, each entity that makes a direct financial contribution to the purchase of the Goods and each Government or other entity that receives the Goods, from and against all suits, claims, demands, losses and liability of any nature or kind, including their costs and expenses, by a third party and arising out of the acts or omissions of the Supplier or its Personnel or sub-contractors in the performance of the Contract. This provision will extend to but not be limited to (a) claims and liability in the nature of workers' compensation; (b) product liability; and (c) any actions or claims pertaining to the alleged infringement of a patent, design, trade-name or trade-mark arising in connection with the Goods or other liability arising out of the use of patented inventions or devices, copyrighted material or other intellectual property provided or licensed to UNICEF under the Contract or used by the Supplier, its Personnel or sub-contractors in the performance of the Contract.

4.7 UNICEF will report any such suits, proceedings, claims, demands, losses or liability to the Supplier within a reasonable period of time after having received actual notice. The Supplier will have sole control of the defence, settlement and compromise of any such suit, proceeding, claim or demand except with respect to the assertion or defence of the privileges and immunities of UNICEF or any matter relating to UNICEF's privileges and immunities (including matters relating to UNICEF's relations with Host Governments), which as between the Supplier and UNICEF, only UNICEF itself (or relevant governmental entities) will assert and maintain. UNICEF will have the right, at its own expense, to be represented in any such suit, proceeding, claim or demand by independent counsel of its own choosing.

Insurance

4.8 The Supplier will comply with the following insurance requirements:

(a) The Supplier will have and maintain in effect with reputable insurers and in sufficient amounts, insurance against all of the Supplier's risks under the Contract (including, but not limited to, the risk of claims arising out of or related to the Supplier's performance of the Contract), including the following:

(i) Insurance against all risks in respect of its property and any equipment used for the performance of the Contract;

(ii) General liability insurance against all risks in respect of the Contract and claims arising out of the Contract including, but not limited to, product liability insurance, in an adequate amount to cover all claims arising from or in connection with the Supplier's performance under the Contract. The Supplier's product liability insurance will cover the direct and indirect financial consequences of liability (including all costs, including replacement costs, related to recall campaigns) sustained by UNICEF or third parties as a result of or relating to the Goods;

(iii) All appropriate workers' compensation and employer's liability insurance, or its equivalent, with respect to its Personnel and sub-contractors to cover claims for death, bodily injury or damage to property arising from the performance of the Contract; and

(iv) Such other insurance as may be agreed upon in writing between UNICEF and the Supplier;

(v) The Supplier will maintain the insurance coverage referred to in Article 4.8(a) above during the term of the Contract and for a period after the Contract terminates extending to the end of any applicable limitations period with regard to claims against which the insurance is obtained.

(vi) The Supplier will be responsible to fund all amounts within any policy deductible or retention.

(vii) Except with regard to the insurance referred to in paragraph (a)(iii) above, the insurance policies for the Supplier's insurance required under this Article 4.8 will (i) name UNICEF as an additional insured; (ii) include a waiver by the insurer of any subrogation rights against UNICEF; and (iii) provide that UNICEF will receive thirty (30) days' written notice from the insurer prior to any cancellation or change of coverage.

(viii) The Supplier will, upon request, provide UNICEF with satisfactory evidence of the insurance required under this Article 4.8.

(ix) Compliance with the insurance requirements of the Contract will not limit the Supplier's liability either under the Contract or otherwise.

Liability

4.9 The Supplier will pay UNICEF promptly for all loss, destruction or damage to UNICEF's property caused by the Supplier's Personnel or sub-contractors in the performance of the Contract.

5. Intellectual Property and Other Proprietary Rights; Confidentiality

Intellectual Property and Other Proprietary Rights

5.1 Unless otherwise expressly provided for in the Contract:

(a) Subject to paragraph (b) of this Article 5.1, UNICEF will be entitled to all intellectual property and other proprietary rights with regard to products, processes, inventions, ideas, know-how, data or documents and other materials ("Contract Materials") that (i) the Supplier develops for UNICEF under the Contract and which bear a direct relation to the Contract or (ii) are produced, prepared or collected in consequence of, or during the course of, the performance of the Contract. The term "Contract Materials" includes, but is not limited to, all maps, drawings, photographs, plans, reports, recommendations, estimates, documents developed or received by, and all other data compiled by or received by, the Supplier under the Contract. The Supplier acknowledges and agrees that Contract Materials constitute works made for hire for UNICEF. Contract Materials will be treated as UNICEF's Confidential Information and will be delivered only to authorized UNICEF officials on expiry or termination of the Contract.

(b) UNICEF will not be entitled to, and will not claim any ownership interest in, any intellectual property or other proprietary rights of the Supplier that pre-existed the performance by the Supplier of its obligations under the Contract, or that the Supplier may develop or acquire, or may have developed or acquired, independently of the performance of its obligations under the Contract. The Supplier grants to UNICEF a perpetual license to use such intellectual property or other proprietary rights solely for the purposes of and in accordance with the requirements of the Contract.

(c) At UNICEF's request, the Supplier will take all necessary steps, execute all necessary documents and generally assist in securing such proprietary rights and transferring (or, in the case, intellectual property referred to in paragraph (b) above, licensing) them to UNICEF in compliance with the requirements of the applicable law and of the Contract.

Confidentiality

5.2 Confidential Information that is considered proprietary by either Party or that is delivered or disclosed by one Party ("Discloser") to the other Party ("Recipient") during the course of performance of the Contract will be held in confidence by the Recipient. The Recipient will use the same care and discretion to avoid disclosure of the Discloser's Confidential Information as the Recipient uses for its own Confidential Information and will use the Discloser's Confidential Information solely for the purpose for which it was disclosed to the Recipient. The Recipient will not disclose the Discloser's Confidential Information to any other party:

(a) except to those of its Affiliates, employees, officials, representatives, agents and sub-contractors who have a need to know such Confidential Information for purposes of performing obligations under the Contract; or

(b) unless the Confidential Information (i) is obtained by the Recipient from a third party without restriction; (ii) is disclosed by the Discloser to a third party without any obligation of confidentiality; (iii) is known by the Recipient prior to disclosure by the Discloser; or (iv) at any time is developed by the Recipient completely independently of any disclosures under the Contract.

5.3 If the Supplier receives a request for disclosure of UNICEF's Confidential Information pursuant to any judicial or law enforcement process, before any such disclosure is made the Supplier (a) will give UNICEF sufficient notice of such request in order to allow UNICEF to have a reasonable opportunity to secure the intervention of the relevant national Government to establish protective measures or take such other action as may be appropriate; and (b) will so advise the relevant authority that requested disclosure. UNICEF may disclose the Supplier's Confidential Information to the extent required pursuant to resolutions or regulations of its governing bodies.

5.4 The Supplier may not communicate at any time to any other person, Government or authority external to UNICEF, any information known to it by reason of its association with UNICEF that has not been made public, except with the prior authorization of UNICEF; nor will the Supplier at any time use such information to private advantage.

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GENERAL TERMS AND CONDITIONS

e) Without limiting any other provisions of the Contract, the Supplier will be fully responsible and liable for, and UNICEF will not be liable for (i) all payments due to its Personnel and sub-contractors for their services in relation to the performance of the Contract; (ii) any action, omission, negligence or misconduct of the Contractor, its Personnel and sub-contractors; (iii) any insurance coverage which may be necessary or desirable for the purpose of the Contract; (iv) the safety and security of the Contractor's Personnel and sub-contractors' personnel; or (v) any costs, expenses, or claims associated with any illness, injury, death or disability of the Contractor's Personnel and sub-contractors' personnel, it being understood that UNICEF will have no liability or responsibility with regard to any of the events referred to in this Article 11.4(d).

11.5 The Supplier will not, without the prior written consent of UNICEF, assign, transfer, pledge or make other disposition of the Contract, or of any part of the Contract, or of any of the Supplier's rights or obligations under the Contract.

11.6 No grant of time to by a Party to cure a default under the Contract, nor any delay or failure by a Party to exercise any other right or remedy available to it under the Contract, will be deemed to prejudice any rights or remedies available to it under the Contract or constitute a waiver of any rights or remedies available to it under the Contract.

11.7 The Supplier will not seek or file any lien, attachment or other encumbrance against any monies due or to become due under the Contract, and will not permit any other person to do so. It will immediately remove or obtain the removal of any lien, attachment or other encumbrance that is secured against any monies due or to become due under the Contract.

11.8 The Supplier will not advertise or otherwise make public for purposes of commercial advantage or goodwill that it has a contractual relationship with UNICEF or the United Nations. Except as regards references to the name of UNICEF for the purposes of annual reports or communication between the Parties and between the Supplier and its Personnel and sub-contractors, the Supplier will not, in any manner whatsoever use the name, emblem or official seal of UNICEF or the United Nations, or any abbreviation of the name of the United Nations, in connection with its business or otherwise without the written permission of UNICEF.

11.9 The Contract may be translated into languages other than English. The translated version of the Contract is for convenience only, and the English language version will govern in all circumstances.

11.10 No modification or change in the Contract, and no waiver of any of its provisions, nor any additional contractual relationship of any kind with the Supplier will be valid and enforceable against UNICEF unless set out in a written amendment to the Contract signed by an authorised official of UNICEF.

11.11 The provisions of Articles 2.8, 2.9, 3.8, 3.9, 4, 5, 7, 8, 9, 11.1, 11.2, 11.4(e), 11.6 and 11.8 will survive delivery of the Goods and the expiry or earlier termination of the Contract.

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End of Contract

5.5 Upon the expiry or earlier termination of the Contract, the Supplier will:

(a) return to UNICEF all of UNICEF's Confidential Information or, at UNICEF's option, destroy all copies of such information held by the Supplier or its sub-contractors and confirm such destruction to UNICEF in writing; and

(b) will transfer to UNICEF all intellectual and other proprietary information in accordance with Article 5.1(a).

6. Termination; Force Majeure

Termination by Either Party for Material Breach

6.1 If one Party is in material breach of any of its obligations under the Contract, the other Party can give it written notice that within thirty (30) days of receiving such notice the breach must be remedied (if such breach is capable of remedy). If the breaching Party does not remedy the breach within the thirty (30) days' period or if the breach is not capable of remedy, the non-breaching Party can terminate the Contract. The termination will be effective thirty (30) days after the non-breaching Party gives the breaching Party written notice of termination. The initiation of conciliation or arbitral proceedings in accordance with Article 9 (Privileges and Immunities; Settlement of Disputes) below will not be grounds for termination of the Contract.

Additional Termination Rights of UNICEF

6.2 In addition to the termination rights under Article 6.1 above, UNICEF can terminate the Contract with immediate effect upon delivery of a written notice of termination, without any liability for termination charges or any other liability of any kind:

(a) in the circumstances described in, and in accordance with, Article 7 (Ethical Standards); or

(b) if the Supplier breaches any of the provisions of Articles 5.2-5.4 (Confidentiality); or

(c) if the Supplier (i) is adjudged bankrupt, or is liquidated, or becomes insolvent, or applies for a moratorium or stay on any payment or repayment obligations, or applies to be declared insolvent; (ii) is granted a moratorium or a stay, or is declared insolvent; (iii) makes an assignment for the benefit of one or more of its creditors; (iv) has a receiver appointed on account of the insolvency of the Supplier; (v) offers a settlement in lieu of bankruptcy or receivership; or (vi) has become, in UNICEF's reasonable judgment, subject to a materially adverse change in its financial condition that threatens to substantially affect the ability of the Supplier to perform any of its obligations under the Contract.

6.3 In addition to the termination rights under Articles 6.1 and 6.2 above, UNICEF can terminate the Contract at any time by providing written notice to the Supplier in any case in which UNICEF's mandate applicable to the performance of the Contract or UNICEF's funding applicable to the Contract is curtailed or terminated, whether in whole or in part. UNICEF can also terminate the Contract upon sixty (60) days' written notice to the Supplier without having to provide any justification.

6.4 As soon as it receives a notice of termination from UNICEF, the Supplier will immediately take steps to cease provision of the Goods in a prompt and orderly manner and to minimize costs and will seek instructions from UNICEF regarding Goods in transit (if any) and will not undertake any further or additional commitments as of and following the date it receives the termination notice. In addition, the Supplier will take any other action that may be necessary, or that UNICEF may direct in writing, for the minimization of losses and for the protection and preservation of any property (whether tangible or intangible) related to the Contract that is in the possession of the Supplier and in which UNICEF has or may be reasonably expected to acquire an interest.

6.5 If the Contract is terminated, no payment will be due from UNICEF to the Supplier except for Goods delivered in accordance with the requirements of the Contract and only if such Goods were ordered, requested or otherwise provided prior to the Supplier's receipt of notice of termination from UNICEF or, in the case of termination by the Supplier, the effective date of such termination. The Supplier will have no claim for any further payment beyond payments in accordance with this Article 6.5, but will remain liable to UNICEF for all loss or damages which may be suffered by UNICEF by reason of the Supplier's default (including but not limited to cost of the purchase and delivery of replacement or substitute goods).

6.6 The termination rights in this Article 6 are in addition to all other rights and remedies of UNICEF under the Contract.

Force Majeure

6.7 If one Party is rendered permanently unable, wholly or in part, by reason of force majeure to perform its obligations under the Contract, the other Party may terminate the Contract on the same terms and conditions as are provided for in Article 6.1 above, except that the period of notice will be seven (7) days instead of thirty (30) days. "Force majeure" means any unforeseeable and irresistible events arising from causes beyond the control of the Parties, including acts of nature, any act of war (whether declared or not), invasion, revolution, insurrection, terrorism or other acts of a similar nature or force. "Force majeure" does not include (a) any event which is caused by the negligence or intentional action of a Party; (b) any event which a diligent party could reasonably have been expected to take into account and plan for at the time the Contract was entered into; (c) the insufficiency of funds, inability to make any payment required under the Contract, or any economic conditions, including but not limited to inflation, price escalations, or labour availability; or (d) any event resulting from force majeure conditions or logistical challenges for the Supplier (including civil unrest) associated with locations at which UNICEF is operating or is about to operate or is withdrawing from, or any event resulting from UNICEF's humanitarian, emergency, or similar response operations.

7. Ethical Standards

7.1 The Supplier will be responsible for the professional and technical competence of its Personnel including its employees and will select, for work under the Contract, reliable individuals who will perform effectively in the implementation of the Contract, respect the local laws and customs, and conform to a high standard of moral and ethical conduct.

7.2 (a) The Supplier represents and warrants that no official of UNICEF or of any United Nations System organisation has received from or on behalf of the Supplier, or will be offered by or on behalf of the Supplier, any direct or indirect benefit in connection with the Contract including the award of the Contract to the Supplier. Such direct or indirect benefit includes, but is not limited to, any gifts, favours or hospitality.

(b) The Supplier represents and warrants that the following requirements which former UNICEF officials have been complied with and will be complied with:

(i) During the one (1) year period after an official has separated from UNICEF, the Supplier may not make a direct or indirect offer of employment to that former UNICEF official if that former UNICEF official was, during the three years prior to separating from UNICEF, involved in any aspect of a UNICEF procurement process in which the Supplier has participated.

(ii) During the two (2) year period after an official has separated from UNICEF, that former official may not, directly or indirectly on behalf of the Supplier, communicate with UNICEF, or present to UNICEF, about any matters that were within such former official's responsibilities while at UNICEF.

(c) The Supplier represents that, in respect of all aspects of the Contract (including the award of the Contract by UNICEF to the Supplier and the selection and awarding of sub-contracts by the Supplier), it has disclosed to UNICEF any situation that may constitute an actual or potential conflict of interest or could reasonably be perceived as a conflict of interest.

7.3 The Supplier further represents and warrants that neither it nor any of its Affiliates, or Personnel or directors, is subject to any sanction or temporary suspension imposed by any United Nations System organisation or other international inter-governmental organisation. The Supplier will immediately disclose to UNICEF if it or any of its Affiliates, or Personnel or directors, becomes subject to any such sanction or temporary suspension during the term of the Contract.

7.4 The Supplier will (a) observe the highest standard of ethics; (b) use its best efforts to protect UNICEF against fraud, in the performance of the Contract; and (c) comply with the applicable provisions of UNICEF's Policy Prohibiting and Combatting Fraud and Corruption. In particular, the Supplier will not engage, and will ensure that its Personnel, agents and sub-contractors do not engage, in any corrupt, fraudulent, coercive, collusive or obstructive conduct as such terms are defined in UNICEF's Policy Prohibiting and Combatting Fraud and Corruption.

7.5 The Supplier will, during the term of the Contract, comply with (a) all laws, ordinances, rules and regulations bearing upon the performance of its obligations under the Contract and (b) the standards of conduct required under the UN Supplier Code of Conduct available at the United Nations Global Marketplace website - www.ungm.org.

7.6 The Supplier further represents and warrants that neither it nor any of its Affiliates is engaged, directly or indirectly, (a) in any practice inconsistent with the rights set out in the

ANNEX A GENERAL TERMS AND CONDITIONS

Convention on the Rights of the Child, including Article 32, or the International Labour Organisation's Convention Concerning the Prohibition and Immediate Action for the Elimination of the Worst Forms of Child Labour, No. 182 (1999); or (b) in the manufacture, sale, distribution or use of anti-personnel mines or components utilised in the manufacture of anti-personnel mines.

7.7 The Supplier represents and warrants that it has taken and will take all appropriate measures to prevent sexual exploitation or abuse of anyone by its Personnel including its employees or any persons engaged by the Supplier to perform any services under the Contract. For these purposes, sexual activity with any person less than eighteen years of age, regardless of any laws relating to consent, will constitute the sexual exploitation and abuse of such person. In addition, the Supplier represents and warrants that it has taken and will take all appropriate measures to prohibit its Personnel including its employees or other persons engaged by the Supplier, from exchanging any money, goods, services, or other things of value, for sexual favours or activities or from engaging in any sexual activities that are exploitive or degrading to any person. This provision constitutes an essential term of the Contract and any breach of this representation and warranty will entitle UNICEF to terminate the Contract immediately upon notice to the Supplier, without any liability for termination charges or any other liability of any kind.

7.8 The Supplier will inform UNICEF as soon as it becomes aware of any incident or report that is inconsistent with the undertakings and confirmations provided in this Article 7.

7.9 The Supplier acknowledges and agrees that each of the provisions in this Article 7 constitutes an essential term of the Contract.

(a) UNICEF will be entitled, in its sole discretion and at its sole choice, to suspend or terminate the Contract and any other contract between UNICEF and the Supplier with immediate effect upon written notice to the Supplier if: (i) UNICEF becomes aware of any incident or report that is inconsistent with, or the Supplier breaches any of, the undertakings and confirmations provided in this Article 7 or the equivalent provisions of any contract between UNICEF and the Supplier or any of the Supplier's Affiliates, or (ii) the Supplier or any of its Affiliates, or Personnel or directors becomes subject to any sanction or temporary suspension described in Article 7.3 during the term of the Contract.

(b) In the case of suspension, if the Supplier takes appropriate action to address the relevant incident or breach to UNICEF's satisfaction within the period stipulated in the notice of suspension, UNICEF may lift the suspension by written notice to the Supplier and the Contract and all other affected contracts will resume in accordance with their terms. If, however, UNICEF is not satisfied that the matters are being adequately addressed by the Supplier, UNICEF may at any time, exercise its right to terminate the Contract and any other contract between UNICEF and the Supplier.

(c) Any suspension or termination under this Article 7 will be without any liability for termination or other charges or any other liability of any kind.

8 Full Cooperation with Audits And Investigations

8.1 From time to time, UNICEF may conduct investigations relating to any aspect of the Contract including but not limited to the award of the Contract, the way in which the Contract operates or operated, and the Parties' performance of the Contract generally and including but not limited to the Supplier's compliance with the provisions of Article 7 above. The Supplier will provide its full and timely cooperation with any such inspections, post-payment audits or investigations, including (but not limited to) making its Personnel and any relevant data and documentation available for the purposes of such inspections, post-payment audits or investigations, at reasonable times and on reasonable conditions, and granting UNICEF and those conducting such inspections, post-payment audits or investigations access to the Supplier's premises at reasonable times and on reasonable conditions in connection with making its Personnel and any relevant data and documentation available. The Supplier will require its sub-contractors and its agents, including, but not limited to, the Supplier's attorneys, accountants or other advisers, to provide reasonable cooperation with any inspections, post-payment audits or investigations carried out by UNICEF.

9 Privileges and Immunities; Settlement of Disputes

9.1 Nothing in or related to the Contract will be deemed a waiver, express or implied, deliberate or inadvertent, of any of the privileges and immunities of the United Nations, including UNICEF and its subsidiary organs, under the Convention on the Privileges and Immunities of the United Nations, 1946, or otherwise.

9.2 The terms of the Contract will be interpreted and applied without application of any system of national or sub-national law.

9.3 The Parties will use their best efforts to settle amicably any dispute, controversy or claim arising out of, or relating to the Contract. Where the Parties wish to seek such an amicable settlement through conciliation, the conciliation will take place in accordance with the UNCITRAL Conciliation Rules then in force, or according to such other procedure as may be agreed between the Parties. Any dispute, controversy or claim between the Parties arising out of the Contract which is not resolved within ninety (90) days after one Party receives a request from the other Party for amicable settlement can be referred by either Party to arbitration. The arbitration will take place in accordance with the UNCITRAL Arbitration Rules then in force. The venue of the arbitration will be New York, NY, USA. The decisions of the arbitral tribunal will be based on general principles of international commercial law. The arbitral tribunal will have no authority to award punitive damages. In addition, the arbitral tribunal will have no authority to award interest in excess of the London Inter-Bank Offered Rate (LIBOR) then prevailing and any such interest will be simple interest only. The Parties will be bound by any arbitration award rendered as a result of such arbitration as the final adjudication of any such controversy, claim or dispute.

10 Notices

10.1 Any notice, request or consent required or permitted to be given or made pursuant to the Contract will be in writing, and addressed to the persons listed in the Contract for the delivery of notices, requests or consents. Notices, requests or consents will be delivered in person, by registered mail, or by confirmed email transmission. Notices, requests or consents will be deemed received upon delivery (if delivered in person), upon signature of receipt (if delivered by registered mail), or twenty-four (24) hours after confirmation of receipt is sent from the addressee's email address (if delivered by confirmed email transmission).

10.2 Any notice, document or receipt issued in connection with the Contract must be consistent with the terms and conditions of the Contract and, in case of any ambiguity, discrepancy or inconsistency, the terms and conditions of the Contract will prevail.

10.3 All documents that comprise the Contract, and all documents, notices and receipts issued or provided pursuant to or in connection with the Contract, will be deemed to include, and will be interpreted and applied consistently with, the provisions of Article 9 (Privileges and Immunities; Settlement of Disputes).

11 Other Provisions

11.1 The Supplier acknowledges UNICEF's commitment to transparency as outlined in UNICEF's Information Disclosure Policy and confirms that it consents to UNICEF's public disclosure of the terms of the Contract should UNICEF so determine and by whatever means UNICEF determines.

11.2 The failure of one Party to object to or take affirmative action with respect to any conduct of the other Party which is in violation of the terms of the Contract will not constitute and will not be construed to be a waiver of the violation or breach, or of any future violation, breach or wrongful conduct.

11.3 The Supplier will be considered as having the legal status of an independent contractor as regards UNICEF. Nothing contained in the Contract will be construed as making the Parties principal and agent or joint venturers.

11.4 (a) Except as expressly provided in the Contract, the Supplier will be responsible at its sole cost for providing all the necessary personnel, equipment, material and supplies and for making all arrangements necessary for the performance of its obligations under the Contract.

(b) In the event that the Supplier requires the services of sub-contractors to perform any obligations under the Contract, the Supplier will notify UNICEF of this. The terms of any sub-contract will be subject to, and will be construed in a manner that is fully in accordance with, all of the terms and conditions of the Contract.

(c) The Supplier confirms that it has read UNICEF's Policy on Conduct Promoting the Protection and Safeguarding of Children. The Supplier will ensure that its Personnel understand the notification requirements expected of them and will establish and maintain appropriate measures to promote compliance with such requirements. The Supplier will further cooperate with UNICEF's implementation of this policy.

(d) The Supplier will be fully responsible and liable for all services performed by its Personnel and sub-contractors and for their compliance with the terms and conditions of the Contract. The Supplier's Personnel, including individual sub-contractors, will not be considered in any respect as being the employees or agents of UNICEF.

TERMS OF REFERENCE
for
Long term agreement (LTA) for the provision of logistics services

1. OBJECTIVE

UNICEF Armenia wishes to enter a non-exclusive long-term arrangement with qualified in-country logistics services providers.

The LTA shall be awarded for the period of 2 years from the date of signing. Subject to satisfactory performance and need for the services by the office the LTA may be extended for a further period of one (1) year.

Purchase of services will be made via issuance of a Purchase Order by UNICEF in accordance with the terms and conditions stated in the LTA.

2. SCOPE OF WORK

- Manage the entire transportation chain functions from the point of dispatch to the point of destination in the most effective and efficient way. This will include all necessary equipment, facilities, qualified personnel, expertise and other means necessary to perform the transportation and related services.
- Ensure all trucks are properly and fully registered in accordance with local laws and are always in good operational condition. UNICEF reserves the right to request immediate replacement of any truck or driver not found to be acceptable or to suspend the transport order.
- The vehicle assigned to transport UNICEF supplies should have at least safety and security measures in place, such as fire extinguisher(s) and a first aid kit. The transportation must be carried out safely and expeditiously and cargo must be protected from the natural elements and any risks of theft to the extent possible.
- The vehicle assigned to transport UNICEF supplies should meet hygiene standards and be clean.
- Upon receipt of UNICEF requests to transport UNICEF cargo to the point of destination, the Contractor should provide such services with the main objectives of achieving cost effective delivery and avoiding transportations delays.
- UNICEF will issue waybills for each delivery. Waybills must be signed by all parties involved (UNICEF, the forwarder, and the consignee) with relevant remarks noted and will serve as proof of delivery. Non-readable waybills may not be considered for payment. In case of the lost waybill, no payment can be claimed by the Contractor.
- The Contractor must deliver goods transported on behalf of UNICEF in the same condition as loaded.
- The successful bidder shall be responsible for providing drivers for the execution of the services, that:

- a) hold valid driving license: keep Original & Copy of the documents with them at all times;
- b) must not have a criminal record;
- c) shall not possess firearms.

- The successful bidder shall bear responsibility for any physical harm caused to its drivers or others in the execution of this Contract.
- The Contractor's assigned driver should be contactable throughout the journey, carry a cellular phone during the trip to establish regular communication with the Contractor. The Contractor should update UNICEF on location and movement of truck(s). If any deviation from the planned transportation such as delays, damages, i.e., delays, short shipment, and damages during transit, etc. the agent shall promptly notify UNICEF, the consignee and the parties of such deviation and provide information or suggestions on further plan of action and estimated time of arrival of transport.
- The Contractor shall arrange if required a crane/ hydraulic lift /other equipment and personnel to load and offload goods.
- UNICEF will not be liable for covering any costs that exceed the rates specified in the LTA.
- The Contractor is responsible for providing driver(s), fuel, lubricating oil and performing any mechanical maintenance of vehicle(s). In case of a vehicle defect or failure by a driver to perform the transportation duties, the Contractor should ensure the replacement of the vehicle and driver without delay. Any truck/driver replacement should be communicated to UNICEF in writing and should be approved by UNICEF before execution.
- The Contractor shall be responsible for all works and services performed by its employees, agents, and subcontractors. The Contractor shall take all reasonable measures to ensure that employees, agents, and subcontractors comply with the UN Supplier Code of Conduct (please see and sign Annex 3).
- The Contractor shall nominate a professional key Account Manager(s), who will be responsible for the performance of the obligations and to liaise with UNICEF or other UNICEF stakeholders, including during out of office hours, weekends, public holidays. UNICEF reserves the right to request the Contractor to replace the assigned personnel if they are not performing to a level that UNICEF considers satisfactory. Acceptance of a replacement person by UNICEF shall not relieve the Contractor from responsibility for failure to meet the requirements of the Contract.

3. DELAYS AND DEMURRAGES

- The Contractor should ensure the supplies are delivered within the quoted time of each order. In case of unjustified delay in the delivery, the UNICEF reserves the right to deduct 0.5% of the total invoice value for the shipment per 3 hours of delay, up to a maximum of 10% of the total invoice amount.
- The Contractor must inform UNICEF of any delays regarding the transportation of UNICEF supplies in writing immediately.

- UNICEF expects to receive an original or scan copy of duly signed waybill within 7 days as a confirmation of accomplished delivery. In case of delays in late waybills submission, UNICEF reserves the right to deduct 0.5% of the total invoice value for the shipment per day, up to a maximum of 10% of the total invoice amount.

4. MISSING/ DAMAGED COMMODITIES

The Contractor is responsible for the consignment from the point the item is ready for loading up to the point of the final destination, including offloading whenever required. The Contractor is required to report immediately to UNICEF, about the items that are received for dispatch which are damaged, missing or where the quantity is not in compliance with the waybill. The Contractor shall not be obliged to load damaged cargo at the point of origin, unless specifically requested by UNICEF in writing.

The Contractor should accept any liability and claim for the theft, damage or loss of goods as per the Purchasing Price of the goods and number of items missing. The Contractor must deliver goods transported on behalf of UNICEF in the same condition as loaded. In the event of shortages or damages at the delivery point, the Contractor shall be charged according to replacement 100 % of invoice value of the commodity.

The Contractor shall be responsible to cover any claims regarding any accidents, injuries, death, damages or losses resulting from the transportation of UNICEF supplies.

✓ MINIMUM QUALIFICATIONS REQUIRED

The company, the vehicles and the assigned key personnel of the applicant company must meet the below minimum requirements, otherwise the bid will not be considered further for evaluation:

- ✓ The company must be registered with the Government of Armenia;
- ✓ The below mentioned documentary evidence shall be provided:
 - Valid Company Registration Certificate to operate as a Transporter in Armenia.
 - Tax Code Certificate from State Revenue Committee of the Republic of Armenia (SRC)
 - Approved statement from SRC evidencing nil overdue tax liabilities as of application date.
 - Financial statements for past 2 years.
 - Company profile highlighting the company's background, experience, strengths, and achievements in the logistics industry. Minimum two years' experience in providing similar services to other UN agencies, international organisations, INGOs working in the humanitarian sector and private companies dealing with similar requirements proven by the Recommendation Letters will be considered as an asset.
- ✓ Capacity to provide ranges and types of trucks, special equipment, and manpower essentially suitable for carrying UNICEF supplies as per the requirements mentioned in the Annex 2.

The above stipulated will be covered in Annex 1 – Minimum Qualifications Checklist, which will be required by the applicant company to complete sign and stamp. Applications with incomplete or missing Annex 1 will be considered as incomplete and will be automatically invalidated.

5. TERMS OF PAYMENT

Payment shall be made within 30 days upon acceptance of an invoice in AMD with 0 VAT. Invoices shall be submitted upon completion of the activities.

The following documents will be required for payment processing:

- Invoice, which must be submitted to the requesting person from UNICEF Armenia placing the respective order;
- Original waybills duly signed and stamped by the consignee together with any other supporting and relevant documents.

UNICEF will not be liable to pay any cost other than stipulated in the LTA document and relevant Purchase Orders. The Contractor shall not add any charges for administrative costs and other expenses.

It should be noted that UNICEF is an international organization, with a status equal to a diplomatic representation, thus 0 rate of VAT must be applied, according to Section 5, Article 16 of the Law of Republic of Armenia on the Value of the Added Tax. UNICEF will not provide any supporting documents stating business operation with 0 VAT.

All UNICEF contractors are not exempted from tax and are expected to comply fully with relevant national legislations.

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 hinder the delivery of UNICEF supplies.

All expenditures to return transport to the locations of its origin (return legs) shall be paid by a Contractor.

The price is not subject to any adjustment or revision because of price or currency fluctuations.

6. TERMS OF APPLICATION

Interested institutions are requested to express their interest to UNICEF in Armenia by applying to the LITB and submitting the following documents properly signed and sealed:

- Bid Form
- Declaration Form
- Annex 1 - Minimum Qualifications Checklist, including relevant attachments
- Annex 2 - Financial Proposal

In case of incomplete provision of documents, the application will not be considered further for evaluation.

The application must be submitted to procurementarmenia@unicef.org e-mail address, by mentioning the LITB serial number and company name submitting the proposal in the subject line.

The deadline for submitting proposals to UNICEF in Armenia is **22 May 2024, 18:00**. Offers received after the mentioned date and time will be considered as invalid.

Interested bidders are invited to a Bidders Conference, at UN House (14 Petros Adamyan Street), UNICEF conference hall on **07 May 2024, 11:00**, where all details of the LITB will be provided, and questions addressed.

It should be noted that a public opening of all bids received will be held on **24 May 2024, 11:00** at UN House.

7. TERMS OF CONTRACTING

As part of UNICEF standard internal procedure, the selected company, prior to contracting, will be requested to provide the following documents:

A complete copy of latest audited financial statements for years 2021-2023 signed by the accounting firm. The financial statements are to include, but not limited to, the following:

- 1) The report from the auditor
- 2) The balance sheet
- 3) The income statements (including the turnover)
- 4) Cash Flow Statement
- 5) Reconciliation of equity, and
- 6) Notes to the financial statements

In addition, the company will be required to register at the UN Global Market Place www.ungm.org.

Annex 1

Minimum Qualification Criteria Checklist

Interested bidders are required to complete, sign and stamp the checklist and share along their proposal. Proposals with incomplete or missing qualifications checklist will be considered as incomplete and will be automatically invalidated.

The Company:	Status		
	Yes	No	Please add remark in case the status is no.
Valid Company Registration Certificate to operate as a Transporter in Armenia			
Tax Code Certificate from State Revenue Committee of the Republic of Armenia (SRC)			
Approved statement from SRC evidencing nil overdue tax liabilities as of application date.			
Financial statements for past 2 years.			
Company profile highlighting the company's background, experience, strengths, and achievements in the logistics industry. Minimum two years' experience in providing similar services to other UN agencies, international organisations, INGOs working in the humanitarian sector and private companies dealing with similar requirements proven by the Recommendation Letters will be considered as an asset.			
Capability to provide trucks, special equipment and manpower with ranging capacities as stipulated in Annex 2.			

Free of charge truck detention period

Please acknowledge by signing here _____ that you accept the below mentioned free of charge time to be provided for the loading and offloading of supplies.

#	Description	3M truck/up to 2T load hours	4.2M truck/up to 2.5T load hours	5Mtruck/up to 3T load hours	6M truck/up to 3T load hours	6M truck/up to 6T load hours	8M truck/up to 10T load hours	13,6M truck/up to 22T load hours
1	Hours Free of Charge for onloading/offloading	2	2.5	3	3.5	4	4.5	5

Company Name:

Signature:

Date:

ANNEX 2

Financial Proposal

INSTRUCTIONS: Please complete the tables below by inserting prices in AMD with 0 VAT. However, it is expected the service provider is compliant with national legislation and will pay relevant taxes as required for its operation.
 Provided prices shall be all inclusive and shall remain fixed from the commencement of the LTA.

Part A: From Yerevan to Regions in Armenia

Prices need to be mentioned for the delivery from Yerevan per each type of truck with the respective Payload Capacity. The exact loading address, which can be in any area of Yerevan will be communicated prior to each order.

#	Loading Place	Marz	Offloading Place/Major Cities	3M truck/up to 2T load AMD 0 VAT	4.2M truck/up to 2.5T load AMD 0 VAT	5Mtruck/up to 3T load AMD 0 VAT	6M truck/up to 3T load AMD 0 VAT	6M truck/up to 6T load AMD 0 VAT	8M truck/up to 10T load AMD 0 VAT	13,6M truck/up to 22T load AMD 0 VAT
1	Yerevan	Aragatsotn	Ashtarak							
2	Yerevan		Oshakan							
3	Yerevan		Aparan							
4	Yerevan		Talin							
5	Yerevan		Ohanavan							
7	Yerevan	Ararat	Artashat							
8	Yerevan		Masis							
9	Yerevan		Ararat							
10	Yerevan		Vedi							

11	Yerevan	Armavir	Vagharshapat (Etchmiadzin)							
12	Yerevan		Armavir							
13	Yerevan		Metsamor							
14	Yerevan	Gegharkunik	Gavar							
15	Yerevan		Sevan							
16	Yerevan		Vardenis							
17	Yerevan		Martuni							
18	Yerevan	Chambarak								
19	Yerevan	Kotayk	Abovyan							
20	Yerevan		Hrazdan							
21	Yerevan		Charentsavan							
22	Yerevan		Yeghvard							
23	Yerevan		Nor Hachn							
24	Yerevan		Byureghavan							
25	Yerevan		Tsaghkadzor							
26	Yerevan		Geghard							
27	Yerevan	Lori	Vanadzor							
28	Yerevan		Alaverdi							
29	Yerevan		Spitak							
30	Yerevan		Stepanavan							
31	Yerevan		Tashir							
32	Yerevan		Akhtala							
33	Yerevan	Tumanyan								
35	Yerevan	Shirak	Gyumri							
36	Yerevan		Artik							
37	Yerevan		Maralik							
38	Yerevan		Ashotsk							
39	Yerevan	Syunik	Kapan							
40	Yerevan		Goris							
41	Yerevan		Sisian							
43	Yerevan		Meghri							

45	Yerevan	Tavush	Ijevan						
46	Yerevan		Dilijan						
47	Yerevan		Berd						
48	Yerevan		Noyemberyan						
50	Yerevan	Vayots Dzor	Yeghegnadzor						
51	Yerevan		Vayk						
52	Yerevan		Jermuk						
53	Yerevan		Martakert						

IMPORTANT NOTE:

In case the delivery destination is different from the above mentioned, then the price of the closest major city of the respective marz destination covered in the LTA shall be considered.

Part B: Prices per 1 KM will be applied from the first drop point onwards

In case the delivery is required for multiple destinations within the same or different marzes, please quote below prices per 1 km in AMD with 0 VAT.

#	Service	3M truck/up to 2T load AMD 0 VAT	4.2M truck/up to 2.5T load AMD 0 VAT	5M truck/up to 3T load AMD 0 VAT	6M truck/up to 3T load AMD 0 VAT	6M truck/up to 6T load AMD 0 VAT	8M truck/up to 10T load AMD 0 VAT	13,6M truck/up to 22T load AMD 0 VAT
1	Prices per km from the first delivery destination							

IMPORTANT NOTE:

In case of multiple destinations, the mileage as per Google maps between main cities of delivery points mentioned in the Part A table will apply.

Part C: Prices for additional services

Please quote for services described below in AMD with 0 VAT

#	Service	Price per 1 Worker for 1 hr service AMD 0 VAT	Price per 1 Worker for full day (8 hrs) service AMD 0 VAT
1	Manpower for loading/offloading, relocation etc.		
2	Assemble/Disassemble furniture		
3	Packing Services		
4	Loading and offloading with car crane, including equipment rent (Yerevan)		
5	Loading and offloading with hydraulic lift, including equipment rent (Yerevan)		
6	Loading and offloading with car crane, including equipment rent (marzes)		
7	Loading and unloading with hydraulic lift, including equipment rent (marzes)		

Part D: Demurrage

Please provide prices where the time for loading/offloading the truck exceeds the free of charge time stated in Annex 1

#	Description	3M truck/up to 2T load AMD 0 VAT	4.2M truck/up to 2.5T load AMD 0 VAT	5Mtruck/up to 3T load AMD 0 VAT	6M truck/up to 3T load AMD 0 VAT	6M truck/up to 6T load AMD 0 VAT	8M truck/up to 10T load AMD 0 VAT	13,6M truck/up to 22T load AMD 0 VAT
1	Price per 1 hour beyond the free of charge period stated in Annex 1							
2	Price for overnight detention of the truck							
3	Price per 24 hours of truck detention beyond the free of charge period stated in Annex 1							

Company Name:

Signature:

Date:

Dear valued vendors,

We greatly value our partnership with our vendors/suppliers in delivering supplies for children. As part of our commitment to ethical practices, we would like to share the important considerations below.

“The UN expects all vendors to operate with respect for fundamental human rights, social justice and human dignity, and respect for the equal rights of men and women” [UN Supplier Code of Conduct](#)

In addition to the above, UNICEF vendors, their employees, affiliates and sub-contractors are expected to support UNICEF’s core values in the prevention of ***fraud and corruption, child labour and any form of sexual exploitation or abuse.***

Child Safeguarding Policy

- Vendors are expected to conduct business in a way that protects and safeguards children.
- Child labour and any physical, mental or emotional abuse of children is forbidden.
- Sexual exploitation or abuse of anyone or sexual activity with anyone under the age of 18 is prohibited
- UNICEF vendors are expected to have in place policies for the protection and safeguarding of children

Employment and working conditions

- Vendors should be familiar with the [UN Supplier Code of Conduct](#) which also details employment conditions such as ensuring fair payment of workers, provision of safe working conditions and prevention of any discrimination.
- Vendors should be in compliance with all national laws including taxation. UNICEF’s tax-exempt status is not transferrable to any vendor.
- Employees should be informed of their rights including with respect to equal opportunities.
- The UN expects its vendors to ensure fair payment of wages to their employees. Vendors should keep appropriate records of employment contracts and wage payments. Deductions from wages should only be made in accordance with the employment contract and according to national laws.

UNICEF Anti-fraud Policy

- UNICEF has a **zero-tolerance policy** for all forms of fraud and corruption.
- Vendors, their employees and subcontractors are expected to maintain high standards of conduct in connection with their engagement with UNICEF:
- No gifts may be given to UNICEF staff or their families
- No bribes or requests for favours are allowed by either UNICEF staff or the vendors
- No price fixing/collusion is allowed (it is not allowed to work with other suppliers to set unreasonable prices to UNICEF)
- No documents may be altered or falsified
- All services and supplies should be delivered to the agreed quality and timeline
- Fraud against UNICEF will constitute grounds for termination of a contract; claim to recover any losses sustained by UNICEF; and referral to law enforcement authorities. It may also result in exclusion from any future contracts with UNICEF or other UN Agencies.

Vendor can report any fraud, abuse or exploitation through contacting UNICEF Armenia Representative or UNICEF Office of Internal Audit and Investigations (OIAI) through email to integrity1@unicef.org.

All reports should be made as soon as possible and be as specific as possible to enable investigation. False reports are viewed seriously and may result in termination of a contract.
All reports are treated with confidentiality. UNICEF encourages its vendors to have their own fraud or abuse reporting mechanisms in place.
Anonymous reports must be supported by sufficient information.

We are also encouraging you to visit UNICEF's procurement policies webpage [Procurement policies | UNICEF Supply Division](#).

Before proceeding, please read the following paragraph carefully and signify your agreement by signing below:

I hereby confirm that I have read and understood the contents of this agreement, including the commitments outlined in relation to the [UN Code of Conduct](#) and UNICEF's core values. I agree to comply with these provisions and ensure that all employees, agents, and subcontractors associated with our operations also adhere to these standards. By signing this document, I acknowledge my commitment to upholding fundamental human rights, social justice, gender equality, and the prevention of fraud, corruption, child labor, and sexual exploitation or abuse as detailed herein.

<i>Name, Last Name:</i>	
<i>Position:</i>	
<i>Company Name:</i>	
<i>Signature:</i>	