

## ANNEX A – Terms of Reference (TOR) to UKRKI/ITB/2023-05

### Provision of cargo transportation service within government-controlled areas (GCA) of Ukraine

#### 1. Background

The United Nations High Commissioner for Refugees (UNHCR), Representation in Ukraine wants to enter into a Frame Agreement with one or more suppliers for the provision of cargo transportation services within Ukraine. Any resulting Frame Agreement(s) shall be non-exclusive. The Frame Agreement (FA) is for an initial duration of one (1) year, potentially extendable for the period of one (1) additional year, at the discretion of UNHCR, subject to satisfactory performance of the Contractor and UNHCR requirement for the provision of the Services.

Road transportation services play a crucial role in the successful implementation of multiple UNHCR projects aimed at providing essential humanitarian assistance to people in need in Ukraine.

The services are required but are not limited to the transportation of the following:

- Core Relief and Non-Food Items (i.e. blankets/quilts, mattresses, bed linen sets, plastic sheets/rolls, jerry cans, sanitary materials, hygiene kits, water buckets, kitchen sets, sleeping bags, etc.)
- Construction materials (i.e. timber, roofing sheets, oriented standard boards (OSB), transparent film, nails, screws, mounting foam, plastic pipes, etc.)
- Equipment (i.e. , generators, solid fuel stoves, electric cables, etc.)
- Furniture
- Electric appliances (i.e., refrigerators, electric boilers and heaters, stoves, ovens, etc.)
- IT equipment (i.e., laptops, printers, routers, etc.)

#### 2. Objective

The service provider(s) will be responsible for timely, efficient, and safe cargo delivery from or to designated locations in Ukraine, adhering to UNHCR's guidelines and standards.

In the context of the ongoing military conflict in Ukraine, the transportation of humanitarian aid implies cargo delivery to locations in the immediate vicinity of the contact line. As the delivery to such locations could be fraught with increased risk, two transportation zones with respective separate tariffication will be enabled under a Frame Agreement:

- **Zone 1 is the government-controlled area of Ukraine**
- **Zone 2 - the government-controlled area of Ukraine within a distance of 80 kms from the front line.**

Respectively cargo insurance for Zone 1 and Zone 2 should be included in the cost of transportation services on an all-inclusive basis and conditions of such.

**Two (2) types of deliveries (services) are requested:**

1. **Transportation of UNHCR cargo with 1.5; 5; 10; 20-tonne trucks only within Zone 1; and**
2. **Transportation of UNHCR cargo with 1.5; 5; 10; 20-tonne trucks from Zone 1 to Zone 2.**

UNHCR will award only one (1) primary service provider per type of service (above points 1 and 2) for all 4 truck sizes (1.5 – 20 tons); however, UNHCR reserves the right to award one or several backup suppliers, where, if the primary supplier is unable to fulfill the requirement of a purchase order resulting from the Frame Agreement, such order will be canceled with a new purchase order issued to the back-up supplier for the provision of the required goods;

Or, to engage concurrently with the awarded primary and backup supplier(s) if so required to meet UNHCR's delivery requirements.

### **3. Scope of Work**

The selected service provider will be responsible for the following:

3.1. The service provider will provide road transport for palletized and un-palletized cargo within Ukraine in government-controlled areas (GCA), ensuring cargo safety from a loading site to the delivery point.

3.2. The transport company will have to provide insured, technically roadworthy and in good working order and condition, trucks with the capacity of either 1.5 Mt, 5 Mt, 10 Mt and 20 Mt, which should be 24/7 ready, on standby and in a good mechanical manner.

3.3. Truck(s) should be sent to a loading point on a priority basis within 24 hours upon UNHCR request. In case the request from UNHCR is submitted in the afternoon, the requested trucks should be sent to the loading point in the morning of following day.

3.4. For emergency shipments, the company provides trucks on a 24/7 basis to ensure immediate dispatch upon the readiness of goods. By nature of the humanitarian cargo to be moved for UNHCR, time is often of the essence.

3.5. The Contractor shall deliver the consignments at the respective destinations in good condition and take all necessary precautions of care to the consignment (s) under his responsibility. The Contractor shall assume full responsibility for the consignment (quantity, condition and integrity) in his custody.

3.6. Tracking and Reporting: The service provider shall provide regular tracking and reporting of cargo transportation activities, including status updates, delivery confirmations, and any incidents or delays that may occur during transportation.

### **4. Requirements**

4.1. The selected company must ensure compliance with the transportation laws of Ukraine, registration and insurance requirements for cargo transportation. Drivers operating the trucks are qualified and comply with all Rules and Regulations, including but not limited to insurance and permits, required to drive trucks in accordance with Ukrainian legislation.

4.2. The provider must constantly be familiar with Ukraine's security situation in the context of the ongoing conflict.

4.3. Considering the nature of UNHCR's activities in Ukraine, the services provider shall be capable of providing minimum 30 units of 20 metric tons trucks simultaneously.

4.4. Company assigns a focal point to serve as the overall contact person for UNHCR, who will be responsible for but not limited to the following:

- Provide and maintain the tracking of shipment documents and shipment progress
- Provide the status of the processing of UNHCR delivery orders
- Available 24/7 via email and cell phone for any queries regarding mentioned above
- Timely submit payment documents for the fulfilled delivery orders

- If needed, provide assistance with determining the optimal truck capacity or the number of trucks required to fulfill a delivery order cost-efficiently.

4.5. Request for a truck will be done through the designated email of the company, which will be followed by a cell phone call by the UNHCR-designated staff. The request should outline but not be limited by the following:

- Shipment collection address and time
- Shipment delivery address
- Consignee contacts and details
- Shipment quantity, item description, weight and dimensions
- Number and types of trucks needed

4.6. Upon the successful completion of cargo transportation and its safe arrival at the designated consignee, the services provider diligently ensures that the consignee signs both the UNHCR waybill and the Ukrainian waybill (TTN). These signed waybills serve as incontrovertible proof of delivery, affirming that the cargo has been received by the consignee in good condition and in accordance with the agreed-upon terms. The UNHCR waybill is a critical document in humanitarian logistics, it serves as an official record of the cargo movement, capturing essential details such as the description of the goods, quantities, packaging, and handling instructions. Similarly, the Ukrainian waybill (TTN), a legally mandated document for domestic cargo transportation in Ukraine, serves as an official record of the cargo's journey within the country. The consignee's signature on the Ukrainian waybill (TTN) serves as concrete evidence of the cargo's receipt by the designated party and attests to its successful delivery in accordance with local regulations.

4.7. Provider ensures that all consignments are delivered without delay to their destination within the normal time period acceptable for the particular route and security situation.

4.8. In the event that goods are loaded with damage, this is to be annotated on the waybill and UNHCR is to be notified immediately.

4.9. In case of any breakdown and un-serviceability or any other event on the truck provided, responsibility should be owned by the contractor and make necessary alternative arrangements immediately within a maximum of 6 hours. UNHCR will not be liable for any incidents/accidents to the vehicle or noncompliance by the driver.

4.10. Under no circumstances shall UNHCR cargo be combined with other cargo which does not belong to UNHCR during the assigned delivery.

4.11. The transportation company must be able to maintain sufficient capacity, which may vary during the different times of the year.

4.12. The transportation company must demonstrate sound financial stability

4.13. The transport company must provide evidence of managing comparable size contracts evidencing the company's experience providing cargo road transportation services over the last three years (minimum three contracts, recommendation letters, etc.)

## **5. Damaged / missing cargo**

5.1. All missing or damaged items and any spillage or leakage during the period of delivery are under the Contractor's responsibility, the provider is held liable for any damage and should reimburse the cost.

5.2. Damaged/Missing items shall be identified by UNHCR and/or its Supply Officer or/and designated consignee and recorded on the transport waybill, which must be signed by both, the Contractor and consignee/receiving party. The Contractor shall not be obliged to load damaged goods unless expressly requested by UNHCR, in writing, and agreed to by the Contractor

## 6. Tariffication, Invoicing and Payment

6.1. All invoices must provide evidence of services rendered by the means of Waybills and Ukrainian TTN signed by the respective consignee. Failing to do so may result in delays in payment or rejection of the payment.

6.2. The route cost is rated on the basis of distance (per km) for each type of truck and transportation zone. The length of the route in km is determined by using Google Maps data or a GPS printout

6.3. The awarded service provider will submit a detailed report on the cost structure per each invoice.

6.4. The awarded service provider shall submit invoices on a monthly basis, including all deliveries made during the previous months. UNHCR will verify and reconcile the invoices before approval thereof. UNHCR does not pay in advance for the transportation service.

6.5. The rate quoted shall be **ALL inclusive**. Provision of necessary materials, tools, breakdown recovery services, fuel, labor force and equipment, etc. related to the transport services shall be included in the offer, **which will not be paid separately by UNHCR.**

6.6. Discount. The two-layer discount system is applied upon determination of the cost of the delivery as follows:

- the first layer discount is applied for routes longer than 500 km
- the second for the routes longer than 1000 km

depending on the route distance, the respective discount in percentage is to be deducted from the total cost of the route.

### TRANSPORTATION ZONES:

Zone #	Territory	Vehicle capacity, tones
1	The government-controlled area of Ukraine, except areas closer than 80 kilometers (by road) to the front lone.	20 t.
		10 t.
		5 t.
		1,5 t.
2	The government-controlled area of Ukraine within a distance of 80 km kilometers (by road) to the front lone.	20 t.
		10 t.
		5 t.
		1,5 t.

If transportation implies delivery from Zone 1 to Zone 2, the total cost of the delivery will be calculated as follow:

the total cost = (distance in km \* cost per km for Zone 1) + (distance in km \* cost per km for Zone 2).

If a route is longer than 500 km, the discount is applied, as well as for routes longer than 1000 km.

6.7. Detention fee is applied after 24 hours of standby and accrued per every 6 hours of additional standby.\

6.8. The service provider will promptly inform UNHCR for the purpose of approval of any situation under the Contract, which may impose additional financial obligations on UNHCR.

## 7. Estimated annual needs

Truck capacity	Estimated total annual needs (number of deliveries)
20t	2300
10t	200
5t	300
1.5t	250

### Breakdown per regions (Loading Location):

Kyiv	
Cargo transportation from UNHCR Kyiv warehouses to multiple locations in Kyiv oblasts and in other oblasts of Ukraine.	
Truck capacity	Estimated annual needs
20t	1400
10t	100
5t	200
1.5t	100

Dnipro	
Cargo transportation from UNHCR Dnipro warehouse to multiple locations in Dnipropetrovska oblasts and in surrounding oblasts: Kharkivska, Donetsk, Luhanska, Poltavska, Mykalayvska, Khersonska, Zaporizhzhya	
Truck capacity	Estimated annual needs
20t	300
10t	25
5t	25
1.5t	50

Lviv	
Cargo transportation from UNHCR Lviv and Yavoriv warehouses to multiple locations in Lvivska oblasts and in other oblasts of Ukraine.	
Truck capacity	Estimated annual needs
20t	350
10t	25

5t	25
1.5t	25

<b>Vinnitsa</b>	
Cargo transportation from UNHCR Vinnitsa (Voronovitsa) warehouse to multiple locations in Vinnitska oblasts and in oblasts: Cherkaska, Kirovohradska, Zhytomyrska, Khmel'nitska, Mykalayvska, Odeska, Khersonska.	
Truck capacity	Estimated annual needs
20t	150
10t	25
5t	50
1.5t	25

<b>Zakarpattia</b>	
Cargo transportation of NFIs from UNHCR Uzhhorod (Solomonove) warehouse to multiple locations in Zakarpattska oblasts and in oblasts: Lvivska, Vinnitska, Chernivetska, Kyivska, Dnipropetrovska oblasts.	
Truck capacity	Estimated annual needs
20t	50
10t	12
5t	12
1.5t	12

<b>Chernivtsi</b>	
Transportation of NFIs from UNHCR Chernivtsi warehouse to multiple locations in Chernivetska oblasts and in Lvivska, Vinnitska, Zakarpattska, Kyivska, Dnipropetrovska oblasts.	
Truck capacity	Estimated annual needs
20t	50
10t	15
5t	12
1.5t	12

## **8. Management, Performance and Reporting of the Contract**

The Service Provider is expected to abide and deliver according to the requirements stated in this document, and in the event of non-performance, the following apply:

8.1. Failure to commence transportation of goods to the required destination(s) within an agreed time frame, UNHCR, without prejudice, reserves the right to seek the appropriate services elsewhere.

8.2. UNHCR reserves the right to require the Service Provider to discontinue providing services through any subcontractor who, in the opinion of UNHCR, is unfit or unsuitable to perform the services. Such subcontractor shall be promptly replaced in consultation with UNHCR, and all costs or additional expenses, if any, resulting from the withdrawal or replacement of the subcontractor cases shall be at the Service provider's expense.

8.3. The Service provider shall be responsible for damage to and/or loss of cargo while in transit (in the

Service provider's care) prior to delivery, or while in storage under the custody of the Service provider, the liability shall be the Service provider's sole responsibility.

8.4. UNHCR will designate personnel responsible for requesting the services and supervising the Service provider, including certification of invoices and final evaluation of work.

8.5. Key Performance Indicators (KPIs) - UNHCR and the Service Provider shall establish, review and evaluate the performance under the contract every 6 months. The KPIs are to be established within three (3) months from the effective date of the contract.

8.6. The KPIs will be established in the following areas:

1	Ability to respond quickly to Agency's needs
2	Timely order processing
3	Quality of order processing, goods losses