

REQUEST FOR PROPOSALS

(PROCUREMENT OF SERVICES)

*Total Logistics Services - Cargo Transportation and
Customs Clearance Services*

Prepared by



IOM International Organization for Migration
OIM Organisation Internationale pour les Migrations
OIM Organización Internacional para las Migraciones

MAC Procurement & Logistic Unit
May 2023

REQUEST FOR PROPOSALS
RFP No.: 2023 - 0001

Manila (Global) Administrative Center



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Request for Proposals

The International Organization for Migration (hereinafter called **IOM**) intends to hire Service Provider for the ***Total Logistics Services - Cargo Transportation and Customs Clearance Services*** for which this Request for Proposals (RFP) is issued.

IOM now invites Service Providers/ Consulting Firms to provide Technical and Financial Proposal for the following Services: ***Total Logistics Services - Cargo Transportation and Customs Clearance Services*** More details on the services are provided in the attached Terms of Reference (TOR).


The Service Provider will be selected under a Quality –Cost Based Selection procedures described in this RFP.

The RFP includes the following documents:

- Section I. Instructions to Service Providers/ Consulting Firms
- Section II. Technical Proposal – Standard Forms
- Section III. Financial Proposal – Standard Forms
- Section IV. Terms of Reference
- Section V. Standard Form of Contract
- Section VI. Medical SOPs

The Proposals must be delivered by e-mail to MAC-Procurement&LogisticsUnit@iom.int on or *before July 14, 2023*. No late proposal shall be accepted.

IOM reserves the right to accept or reject any proposal and to annul the selection process and reject all Proposals at any time prior to contract award, without thereby incurring any liability to affected Service Providers.


May 16, 2023
Ali Govori
Senior Resources Management Officer

IOM is encouraging companies to use recycled materials or materials coming from sustainable resources or produced using a technology that has lower ecological footprints.

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Section I - Instructions to Service Providers/ Consulting Firms

1. Introduction

- 1.1 Only eligible Service Providers may submit a Technical Proposal and Financial Proposal for the services required. The proposal shall be the basis for contract negotiations and ultimately for a signed contract with the selected Service Provider.
- 1.2 Service Providers should familiarize themselves with local conditions and take them into account in preparing the proposal. Service Providers are encouraged to visit IOM before submitting a proposal and to attend a pre-proposal conference if is specified in Item 2.3. of this Instruction.
- 1.3 The Service Providers costs of preparing the proposal and of negotiating the contract, including visit/s to the IOM, are not reimbursable as a direct cost of the assignment.
- 1.4 Service Providers shall not be hired for any assignment that would be in conflict with their prior or current obligations to other procuring entities, or that may place them in a position of not being able to carry out the assignment in the best interest of the IOM.
- 1.5 IOM is not bound to accept any proposal and reserves the right to annul the selection process at any time prior to contract award, without thereby incurring any liability to the Service Providers.
- 1.6 IOM shall provide at no cost to the Service Provider the necessary inputs and facilities and assist the Firm in obtaining licenses and permits needed to carry out the services and make available relevant project data and report (see Section V. terms of reference).

2. Corrupt, Fraudulent, and Coercive Practices

- 2.1 IOM Policy requires that all IOM Staff, bidders, manufacturers, suppliers or distributors, observe the highest standard of ethics during the procurement and execution of all contracts. IOM shall reject any proposal put forward by bidders, or where applicable, terminate their contract, if it is determined that they have engaged in corrupt, fraudulent, collusive or coercive practices. In pursuance of this policy, IOM defines for purposes of this paragraph the terms set forth below as follows:
 - Corrupt practice means the offering, giving, receiving or soliciting, directly or indirectly, of anything of value to influence the action of the Procuring/Contracting Entity in the procurement process or in contract execution;
 - Fraudulent practice is any act or omission, including a misrepresentation, that knowingly or recklessly misleads, or attempts to mislead, the Procuring/Contracting Entity in the procurement process or the execution of a contract, to obtain a financial gain or other benefit to avoid an obligation.

- Collusive practice is an undisclosed arrangement between two or more bidders designed to artificially alter the results of the tender procedure to obtain a financial gain or other benefit;
- Coercive practice is impairing or harming, or threatening to impair or harm, directly or indirectly, any participant in the tender process to influence improperly its activities in a procurement process, or affect the execution of a contract

3. Conflict of Interest

3.1 All bidders found to have conflicting interests shall be disqualified to participate in the procurement at hand. A bidder may be considered to have conflicting interest under any of the circumstances set forth below:

- A Bidder has controlling shareholders in common with another Bidder;
- A Bidder receives or has received any direct or indirect subsidy from another Bidder;
- A Bidder has the same representative as that of another Bidder for purposes of this bid;
- A Bidder has a relationship, directly or through third parties, that puts them in a position to have access to information about or influence on the Bid of another or influence the decisions of the Mission/procuring Entity regarding this bidding process;
- A Bidder submits more than one bid in this bidding process;
- A Bidder who participated as a consultant in the preparation of the design or technical specifications of the Goods and related services that are subject of the bid.

4. Clarifications and Amendments to RFP Documents

- 4.1 At any time before the submission of the proposals, IOM may, for any reason, whether at its own initiative or in response to a clarification amend the RFP. Any amendment made will be made available to all short-listed Service Providers who have acknowledged the Letter of Invitation.
- 4.2 Service Providers may request for clarification(s) on any part of the RFP. The request must be sent in writing or by standard electronic means and submitted to IOM at the address indicated in the invitation at least *Three (3) calendar days* before the set deadline for the submission and receipt of Proposals. IOM will respond in writing or by standard electronic means to the said request and this will be made available to all those who acknowledged the Letter of Invitation without identifying the source of the inquiry.

- 4.3 For this purpose, a pre-proposal conference will be held on *June 6, 2023, 1pm at 29th floor 6789 Tower, Ayala Ave. Makati City*. Attendance to the conference is optional.

5. Preparation of the Proposal

- 5.1 A Service Provider Proposal shall have two (2) components:
- a) the Technical Proposal, and
 - b) the Financial Proposal.
- 5.2 The Proposal, and all related correspondence exchanged by the Service Providers and IOM, shall be in *English*. All reports prepared by the contracted Service Provider shall be in *English*.
- 5.3 The Service Providers are expected to examine in detail the documents constituting this Request for Proposal (RFP). Material deficiencies in providing the information requested may result in rejection of a proposal.

6. Technical Proposal

- 6.1 When preparing the Technical Proposal, Service Providers must give particular attention to the following:
- a) If a Service Provider deems that it does not have all the expertise for the assignment, it may obtain a full range of expertise by associating with individual consultant(s) and/or other consultants or entities in a joint venture or sub-consultancy, as appropriate. Service Providers may associate with the other consultants invited for this assignment or to enter into a joint venture with consultants not invited, only with the approval of IOM. In case of a joint venture, all partners shall be jointly and severally liable and shall indicate who will act as the leader of the joint venture.¹
 - b) For assignment of the staff, the proposal shall be based on the number of professional staff-months estimated by the firm, no alternative professional staff shall be proposed.
 - c) It is desirable that the majority of the key professional staff proposed is permanent employees of the firm or have an extended and stable working relationship with it.
 - d) Proposed professional staff must, at a minimum, have the experience of at least *3 years*, preferably working under conditions similar to those prevailing in the country of the assignment.
- 6.2 The Technical Proposal shall provide the following information using the attached Technical Proposal Standard Forms (Section III).

¹ This clause shall be included/revised as deemed necessary

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- a) A brief description of the Service Providers organization and an outline of recent experience on assignments of a similar nature if it is a joint venture, for each partner. For each assignment, the outline should indicate the profiles of the staff proposed, duration of the assignment, contract amount, and firm's involvement.
 - b) A description of the approach, process and work plan for performing the service. This should normally consist of maximum of Three (10) pages including charts, diagrams, and comments and suggestions, if any, on Terms of Reference and counterpart staff and facilities. The process flow should be consistent.
 - c) The list of proposed Professional Staff team by area of expertise, the position and tasks that would be assigned to each staff team members.
 - d) Latest CVs signed by the proposed professional staff and the authorized representative submitting the proposal. Key information should include number of years working for the firm and degree of responsibility held in various assignments during the last *two years*.
 - e) List or address of warehouse/facilities
 - f) A time schedule (bar chart) showing the time proposed to undertake that the activities indicated in the work plan.

6.3 The technical proposal shall not include any financial information.

7. Financial Proposal

- 7.1 In preparing the Financial Proposal, consultants are expected to take into account the requirements and conditions outlined in the RFP. The Financial Proposal shall follow the Financial Proposal Standard Forms FPF 1 and FPF 2 (Section III).
- 7.2 The Financial proposal shall include all costs associated with the assignment, including (FPF-2) such as *[attached as financial proposal]*. If appropriate, these costs should be broken down by activity. All items and activities described in the Technical proposal must be priced separately; activities and items in the Technical Proposal but not priced shall be assumed to be included in the prices of other activities or items.
- 7.3 The Service Provider may be subject to local taxes on amounts payable under the Contract. If such is the case, IOM may either: a) reimburse the Service Provider for any such taxes or b) pay such taxes on behalf of the Consultant. ² Taxes shall not be included in the sum provided in the Financial Proposal as this will not be evaluated, but they will be discussed at contract negotiations, and applicable amounts will be included in the Contract.

² This clause shall be included/revised as deemed necessary

- 7.4. Service Providers shall express the price of their services in **USD Currency**.
- 7.5 The Financial Proposal shall be valid for *60 calendar days*. During this period, the Service Provider is expected to keep available the professional staff for the assignment³. IOM will make its best effort to complete negotiations and determine the award within the validity period. If IOM wishes to extend the validity period of the proposals, the Service Provider has the right not to extend the validity of the proposals.

8. Submission, Receipt, and Opening of Proposals

- 8.1 Service Providers may only submit one proposal. If a Service Provider submits or participates in more than one proposal such proposal shall be disqualified.
- 8.2 Proposals must be received by IOM at the email, date and time indicated in the invitation to submit proposal or any new email and date established by the IOM. Any Proposal submitted by the Service Provider after the deadline for receipt of Proposals prescribed by IOM shall be declared “**Late,**” and shall not be accepted by the IOM
- 8.3 After the deadline for the submission of Proposals, all the Technical Proposal shall be opened first by the BEAC. The Financial Proposal shall remain sealed until all submitted Technical Proposals are opened and evaluated. The BEAC has the option to open the proposals publicly or not.

9. Evaluation of Proposals

- 9.1 After the Proposals have been submitted to the BEAC and during the evaluation period, Service Providers that have submitted their Proposals are prohibited from making any kind of communication with any BEAC member, as well as its Secretariat regarding matters connected to their Proposals. Any effort by the Service Providers to influence IOM in the examination, evaluation, ranking of Proposal, and recommendation for the award of contract may result in the rejection of the Service Providers Proposal.

10. Technical Evaluation

- 10.1 The entire evaluation process, including the submission of the results and approval by the approving authority, shall be completed in not more than *Fifteen (15) calendar day* after the deadline for receipt of proposals.
- 10.2 The BEAC shall evaluate the Proposals on the basis of their responsiveness to the Terms of Reference, compliance to the requirements of the RFP and by applying an evaluation criterion, sub criteria and point system⁴. Each responsive proposal shall be given a technical score (St). The proposal with the highest score or rank shall be identified as the Highest Rated/Ranked Proposal.

³ For this purpose, the Mission may have the option to require short-listed Consultants a bid security.

⁴ The criteria, sub criteria and point system may vary depending on the requirement of the Mission

10.3 A proposal shall be rejected at this stage if it does not respond to important aspects of the TOR or if it fails to achieve the minimum technical qualifying score which is **80%**.

10.4 The technical proposals of Service Providers shall be evaluated based on the following criteria and sub-criteria:

(i) Specific experience of the Service Providers relevant to the assignment:
Customer Service (including turn around/SLA, handling, etc.) **25 points**

(ii) Adequacy of the proposed methodology and work plan in response to the Terms of Reference:

a) Logistic Capacity **20 points**

b) Organization and staffing (Expertise/ Knowledge) **20 points**

c) Application/Software use (shipment tracking and monitoring) **10 points**

Total points for criterion (i) and (ii): **75 points**

(iii) Key professional staff qualifications and competence for the assignment will be awarded [0 – 25 Points]

a) Operations Manager **10 Points**

b) Clearing & Forwarding officers **15 Points**

Total points for criterion (i) and (ii): **25 points**

The number of points to be assigned to staff proposed shall be determined considering the following three sub-criteria and relevant percentage weights:

1) General qualifications **20%**

2) Adequacy for the assignment **60%**

3) Experience managing warehouse operations **20%**

Total weight: **100%**

The minimum technical score S_t required to pass is: **80 Points**

10.5 Technical Proposal shall not be considered for evaluation in any of the following cases:

a) late submission, *i.e.*, after the deadline set

b) failure to submit any of the technical requirements and provisions provided under the Instruction to Service Provider/ Consulting Firm (ITC) and Terms of Reference (TOR);

11. Financial Evaluation

11.1 After completion of the Technical Proposal evaluation, IOM shall notify those Service Providers whose proposal did not meet the minimum qualifying score or were considered non-responsive based on the requirements in the RFP.

- 11.2 IOM shall simultaneously notify the Service Providers that have passed the minimum qualifying score indicating the date and opening of the Financial Proposal. The BEAC has the option to open the Financial proposals publicly or not.
- 11.3 The BEAC shall determine the completeness of the Financial Proposal whether all the Forms are present and the required to be priced are so priced.
- 11.4 The BEAC will correct any computational errors. In case of a discrepancy between a partial amount and the total amount, or between words and figures, the former will prevail. In addition, activities and items described in the Technical proposal but not priced, shall be assumed to be included in the prices of other activities or items.
- 11.5 The Financial Proposal of Service Providers who passed the qualifying score shall be opened, the lowest Financial Proposal (F1) shall be given a financial score (Sf) of 100 points. The financial scores (Sf) of the other Financial Proposals shall be computed based on the formula:

$$\mathbf{Sf = 100 \times F1 / F}$$

Where:

Sf - is the financial score of the Financial Proposal under consideration,
 F1 - is the price of the lowest Financial Proposal, and
 F - is the price of the Financial Proposal under consideration.

The proposals shall then be ranked according to their combined (Sc) technical (St) and financial (Sf) scores using the weights⁵ (T = the weight given to the Technical Proposal = 0.70; F = the weight given to the Financial Proposal = 0.30; T + F = 1)

$$Sc = St \times T\% + Sf \times F\%$$

The firm achieving the highest combined technical and financial score will be invited for negotiations.

12. Negotiations

- 12.1 The aim of the negotiation is to reach agreement on all points and sign a contract. The expected date and address for contract negotiation is **TBA**.
- 12.2 Negotiation will include: a) discussion and clarification of the Terms of Reference (TOR) and Scope of Services; b) Discussion and finalization of the methodology and work program proposed by the Service Provider; c) Consideration of appropriateness of qualifications and pertinent compensation, number of man-months and the personnel to be assigned to the job, and schedule of activities

⁵ May vary depending on the requirement of the Mission; normally, weight assigned to Technical is .80 and .20 for the Financial.

(manning schedule); d) Discussion on the services, facilities and data, if any, to be provided by IOM; e) Discussion on the financial proposal submitted by the Service Provider; and f) Provisions of the contract. IOM shall prepare minutes of negotiation which will be signed both by IOM and the Service Providers.

- 12.3 The financial negotiations will include clarification on the tax liability and the manner in which it will be reflected in the contract and will reflect the agreed technical modifications (if any) in the cost of the services. Unless there are exceptional reasons, the financial negotiations will involve neither the remuneration rates for staff nor other proposed unit rates.
- 12.4 Having selected the Service Provider on the basis of, among other things, an evaluation of proposed key professional staff, IOM expects to negotiate a contract on the basis of the experts named in the proposal. Before contract negotiations, IOM shall require assurances that the experts shall be actually available. IOM will not consider substitutions during contract negotiation unless both parties agree that the undue delay in the selection process makes such substitution unavoidable or for reasons such as death or medical incapacity. If this is not the case and if it is established that staff were referred in their proposal without confirming their availability the Service Provider may be disqualified. Any proposed substitution shall have equivalent or better qualifications and experience than the original candidate.
- 12.5 All agreement in the negotiation will then be incorporated in the description of services and form part of the Contract.
- 12.6 The negotiation shall conclude with a review of the draft form of the Contract which forms part of this RFP (Section VI). To complete negotiations, IOM and the Service Providers shall initial the agreed contract. If negotiations fail, IOM shall invite the second ranked Service Provider to negotiate a contract. If negotiations still fail, the IOM shall repeat the process for the next-in-rank Service Providers until the negotiation is successfully completed.

13. Award of Contract

- 13.1 The contract shall be awarded, through a notice of award, following negotiations and subsequent post-qualification to the Service Provider with the Highest Rated Responsive Proposal. Thereafter, the IOM shall promptly notify other Service Providers on the shortlist that they were unsuccessful and shall return their unopened Financial Proposals. Notification will also be sent to those Service Providers who did not pass the technical evaluation.
- 13.2 The Service Provider is expected to commence the assignment on [TBA](#).

14. Confidentiality

- 14.1.1 Information relating to the evaluation of proposals and recommendations concerning awards shall not be disclosed to the Service Provider who submitted Proposals or to other persons not officially concerned with the process. The undue use by any Service Provider of confidential information related to the process may

result in the rejection of its Proposal and may be subject to the provisions of IOM's anti-fraud and corruption policy.

Section II – Technical Proposal Standard Forms

TPF-1: Technical Proposal Submission Form

[Location, Date]

To: *IOM Manila (Global) Administrative Centre*

Ladies/Gentlemen:

We, the undersigned, offer to provide the Services for *Total Logistics Services - Cargo Transportation and Customs Clearance Services* in accordance with your Request for Proposal (RFP) dated *[insert Date]* and our Proposal. We are hereby submitting our Proposal, which includes this Technical Proposal, and a Financial Proposal sealed under a separate envelope.

If negotiations are held after the period of validity of the Proposal, we undertake to negotiate on the basis of the proposed staff. Our Proposal is binding upon us and subject to the modifications resulting from Contract negotiations.

We acknowledge and accept IOM's right to inspect and audit all records relating to our Proposal irrespective of whether we enter into a contract with IOM as a result of this proposal or not.

We understand you are not bound to accept any Proposal you receive.

We remain,

Yours sincerely,

Authorized Signature:

Name and Title of Signatory:

Name of Firm:

Address:

TPF – 2: Service Providers Organization

[Provide here brief (two pages) description of the background and organization of your firm/entity and each associate for the assignment (if applicable) kindly include Application/Software use (shipment tracking and monitoring)]

TPF – 3: Flow Chart and Processes for Performing the Service

[The description of the approach, methodology and work plan should normally consist of 10 pages, including charts, diagrams, and comments and suggestions, if any, on Terms of reference and counterpart.]

TPF – 4: Team Composition and Task Assignments

1. Technical/Managerial Staff		
Name	Position	Task

2. Support Staff		
Name	Position	Task

TPF – 5: Format of Curriculum Vitae (CV) for Proposed Professional Staff

Proposed Position: _____
Name of Firm: _____
Name of Staff: _____
Profession: _____
Date of Birth: _____
Years with Firm/Entity: _____ Nationality: _____
Membership in Professional Societies: _____
Detailed Tasks Assigned: _____

Key Qualifications:

[Give an outline of staff member’s experience and training most pertinent to tasks on assignment. Describe degree of responsibility held by staff member on relevant previous assignments and give dates and locations. Use about half a page.]

Education:

[Summarize college/university and other specialized education of staff member, giving names of schools, dates attended, and degrees obtained. Use about one quarter of a page.]

Employment Record:

[Starting with present position, list in reverse order every employment held. List all positions held by staff member since graduation, giving dates, names of employing organizations, titles of positions held, and locations of assignments. For experience in last ten years, also give types of activities performed and client references, where appropriate. Use about two pages.]

Languages:

[For each language indicate proficiency: excellent, good, fair, or poor in speaking, reading, and writing.]

Certification:

I, the undersigned, certify that to the best of my knowledge and belief, these data correctly describe me, my qualifications, and my experience. I understand that any willful misstatement described herein may lead to my disqualification or dismissal, if engaged.

_____ Date: _____
[Signature of staff member and authorized representative of the firm] Day/Month/Year

Full name of staff member: _____

Full name of authorized representative: _____

TPF – 6: Table of The Transport Requirements

Wheel Number	Capacity	Year of Made	Type	Qty
12-Wheeler and above	(25 Tons and above)		Truck with Trailer	
8 to 10-Wheeler	(15 to 20 Tons)		Truck	
6-Wheeler	(5 to 10 Tons)		Semi-Truck	
4-Wheeler	(5 Tons and below)		Semi-Truck	

TPF – 7: Facilities

Description	Complete Address	Focal Person/Staff to Contact	Contact Information	Picture	City
Warehouses					
Offices					
Cold Storage					

Prepared by: _____
 Title: _____
 Company: _____
 Date: _____

Section III. Financial Proposal - Standard Forms

FPF-1: Financial Proposal Submission Form

[Location, Date]

To: *IOM Manila (Global) Administrative Centre*

Ladies/Gentlemen:

We, the undersigned, offer to provide the consulting services for *Total Logistics Services - Cargo Transportation and Customs Clearance Services* in accordance with your Request for Proposal (RFP) dated *[insert date]* and our Proposal (Technical and Financial Proposals).

Our Financial Proposal shall be binding upon us subject to the modifications resulting from Contract negotiations, up to expiration of the validity period of *60 days* of the Proposal.

We acknowledge and accept the IOM right to inspect and audit all records relating to our Proposal irrespective of whether we enter into a contract with the IOM as a result of this Proposal or not.

We confirm that we have read, understood and accept the contents of the Instructions to Service Providers (ITC), Terms of Reference (TOR), the Draft Contract, the provisions relating to the eligibility of Service Providers/ Consulting Firms, any and all bulletins issued and other attachments and inclusions included in the RFP sent to us.

We understand you are not bound to accept any Proposal you receive.

We remain,

Yours sincerely,

Authorized Signature:

Name and Title of Signatory:

Name of Firm:

Address:

FPF– 2: Summary of Costs (Adapted to the Service Provided)

Financial Proposal for Total Logistics Services						
No.	Destination	Lump Sum Rate Per One-way Trip (USD)				Trip Duration (hours)
		12-Wheeler and above	8 to 10 Wheeler	6 Wheeler	4 Wheeler	
		(25 Tons and above)	(15 to 20 Tons)	(5 to 10 Tons)	(5 Tons and below)	
1.	Manila Airport	IOM MAC (Makati)				
2.		IOM CO (Makati)				
3.		IOM Warehouse in Parañaque				
4.		IOM Legazpi, Albay				
5.		IOM Cotabato				
6.		IOM Zamboanga				
7.	Manila Sea Port	IOM MAC (Makati)				
8.		IOM CO (Makati)				
9.		IOM Warehouse in Parañaque				
10.		IOM Legazpi, Albay				
11.		IOM Cotabato				
12.		IOM Zamboanga				

Waiting Cost (put on standby, forcible delays, force majeure, or any other applicable reasons)				
Type	12-Wheeler and above	8 to 10 Wheeler	6 Wheeler	4 Wheeler
	(25 Tons and above)	(15 to 20 Tons)	(5 to 10 Tons)	(5 Tons and below)
Daily Cost (USD)				
Hourly Cost (USD)				

Additional Cost (in case extra distribution points/addresses added to the same trip)				
Type	12-Wheeler and above	8 to 10 Wheeler	6 Wheeler	4 Wheeler
	(25 Tons and above)	(15 to 20 Tons)	(5 to 10 Tons)	(5 Tons and below)
Daily Cost (USD)				
Hourly Cost (USD)				

No.	Description	Qty.	Unit Measure	Unit Price (USD)
A) Customs Clearance Charges for General Cargos (NAIA Airport)				
1	* 1kg - 50kg - (Clearance + Handling Charges)	1	KG	
2	* 51kg - 100kg - (Clearance + Handling Charges)	1	KG	
3	* 101kg - 500kg - (Clearance + Handling Charges)	1	KG	
4	* 501kg - 1000kg - (Clearance + Handling Charges)	1	KG	
5	* 1001kg - 2500kg - (Clearance + Handling Charges)	1	KG	
6	* 2501kg - 5000kg - (Clearance + Handling Charges)	1	KG	
7	* 5001kg - 10000kg - (Clearance + Handling Charges)	1	KG	
8	* 10001kg - More - (Clearance + Handling Charges)	1	KG	

B) Customs Clearance Charges for General Cargos, LCL, FCL (Manila Sea Port)				
9	* LCL (Less than Container Load) - (Clearance Charges + Port Handling)	1	Set	
10	* FCL 20ft (Full Container Load) - (Clearance Charges + Port Handling)	1	Set	
11	* FCL 40ft (Full Container Load) - (Clearance Charges + Port Handling)	1	Set	
12	* Vehicles - (Clearance Charges + Port Handling)	1	Vehicle	
C) Warehousing Rental Services (Manila)				
19	* Covered Warehouse	1	M2	
20	* Open Space Warehouse	1	M2	
D) Custom Clearance Charges for Dangerous Goods (Manila)				
1	* 1kg - 50kg - (Clearance + Handling Charges)	1	KG	
2	* 51kg - 100kg - (Clearance + Handling Charges)	1	KG	
3	* 101kg - 500kg - (Clearance + Handling Charges)	1	KG	
4	* 501kg - 1000kg - (Clearance + Handling Charges)	1	KG	
5	* 1001kg - 2500kg - (Clearance + Handling Charges)	1	KG	
6	* 2501kg - 5000kg - (Clearance + Handling Charges)	1	KG	
7	* 5001kg - 10000kg - (Clearance + Handling Charges)	1	KG	
8	* 10001kg - More - (Clearance + Handling Charges)	1	KG	

Prepared by: _____
Title: _____
Company: _____
Date: _____

Authorized Signature:

Name and Title of Signatory:

TERM OF REFERENCE

Total Logistics Services - Cargo Transportation and Customs Clearance Services

1. Background

The International Organization for Migration (hereinafter called **IOM**) intends to enter into long term agreements with Service Providers for the ***Total Logistics Services - Cargo Transportation and Customs Clearance Services***.

Non Food items, Medical equipment, Medicine, IT Equipment and other Project items is managed and implemented by the International Organization for Migration and supports offices in **Manila (Global) Administrative Centre** and **Country Office** with an overall objective to ensure significant volumes of stocks of sufficient quality are delivered in a timely manner and all items imported are cleared and delivered on time.

1. Custom processing - for import and export
2. Delivery/Pick-up of items for Import and export
3. Temporary Warehousing
4. Handling - include the crating or packaging or labelling (export and import)
5. Booking on shipping line, Airline, or freight forwarder of IOM Goods/ NFI/ Visibility items, etc. intended for Export
6. Temporary warehousing for cold chain items with below temperature requirements with minimum duration of 96 hours, see Section VI.
 - Ultra-cold chain shipments (-20 and below)
 - Cold chain shipments (+2 to +8C)
 - Temperature sensitive shipments (+15 to +25°C)

2. Objectives

The main objective of the clearing and forwarding services will be inclusive of the following:

1. Custom processing - for import and export
2. Delivery/Pick-up of items for Import and export
3. Temporary Warehousing
4. Handling - include the crating or packaging or labelling (export and import)
5. Booking on shipping line, Airline, or freight forwarder of IOM Goods/ NFI/ Visibility items, etc. - local transport/shipment
6. Shipping agent charges exclusive of container deposit.
7. Administrative costs
8. Handover fees
9. Bond in force fees if any as a percentage.
10. Prior release fee if any
11. Airport ground handling agent charges
12. Stripping and offloading Kenya Bureau of standards fees if any
13. Port to Ports authority charges/ICDE Philippine dry port charges.
14. Customs warehouse rent if any
15. Clearance processing/expenses at cost

16. IDF & CD processing Fees
17. Agency fees as a percentage of the value of the whole consignment.
18. Customs declaration and documentation
19. Telex, postage charges
20. Bank charges if any
21. Commission of disbursement
22. Transportation cost and delivery per 20 ft and 40 ft container from the dry port to IOM Warehouses within the Philippines.
23. Temporary warehousing for cold chain items with below temperature requirements with minimum duration of 96 hours, **see Section VI.**
 - Ultra-cold chain shipments (-20 and below)
 - Cold chain shipments (+2 to +8C)
 - Temperature sensitive shipments (+15 to +25°C)

The Service Provider should provide clearing and forwarding services with timely delivery schedule and speedy customs clearance of all imported and exported goods or items.

3. Scope of the Services

The clearing and forwarding services for all imported items and goods for IOM should be carried out in line with International Standards, ISO Certification and as per the terms of reference.

Key tasks of the provision of storage Services include:

- Lodging of entries in Philippines
- Stripping and offloading
- Transportation of the goods or items from the airport or dry port in any port in Philippines and delivery to the final destination in Philippines.
- Airport ground handling.
- Handing over of the goods on behalf of IOM
- Shipping and returning of the container incase requested
- Secure and safe Storage of goods after clearance and before delivery to IOM or IOM nominated or rented Warehouse
- Documentation flow
- Record Keeping and reporting to IOM in case of any challenge of changes in the customs clearance processes.
- Getting relevant government approvals on behalf of IOM on imported goods or items

Key tasks of the provision of clearing & Forwarding Services include:

- Shipping agent charges inclusive of container deposit if any.
- Freight in time handling over fees.
- MSS Levy and Railway development levy.
- Port wharf age/KPA charges/ICD Philippines
- Agency fee of CIF as a percentage.
- Handling fees (KCA)
- Customs declaration/ documentation charges.
- Bank charges if any commission on disbursements

- Airport ground handling agent charges if any

4. Reports and Time Schedule

The service provision for the clearing and forwarding under IOM will be for period of 12 months.

5. Data, Local Services, Personnel and Facilities to be provided by IOM

IOM shall in its part provide the following during the contractual period.

- Provide all the documentation needed for Import customs clearance.
- Provide the Tax exemption letter and Authorization letters when required by the service provider.
- Any other requirements that IOM may deem necessary to the clearance and forwarding process.

Section V – Pro-forma Contract

IOM office-specific Ref. No.	
IOM Project Code	

SERVICE AGREEMENT
between the
International Organization for Migration
and
[Name of the Service Provider]
on
[Type of Services]

This Service Agreement is entered into by the **International Organization for Migration**, a related organization of the United Nations, acting through its **Manila (Global) Administrative Centre, 25th floor 6789 Tower, Ayala Ave. Makati City**, represented by **Alberto Brenes, Director of Manila (Global) Administrative Centre**, hereinafter referred to as “**IOM**,” and **[Name of the Service Provider]**, **[Address]**, represented by **[Name, Title of the representative of the Service Provider]**, hereinafter referred to as the “**Service Provider**.” IOM and the Service Provider are also referred to individually as a “**Party**” and collectively as the “**Parties**.”

1. Introduction and Integral Documents

The Service Provider agrees to provide IOM with **Total Logistics Services - Cargo Transportation and Customs Clearance Services** in accordance with the terms and conditions of this Agreement and its Annexes, if any.

The following documents form an integral part of this Agreement: **[add or delete as required]**

- (a) **Annex A - Bid/Quotation Form**
- (b) **Annex B - Price Schedule**
- (c) **Annex C - Delivery Schedule and Terms of Reference**
- (d) **Annex D - Accepted Notice of Award (NOA)**
- (e) **Annex E – IOM Terms and Conditions for European Union Funded Service Type Agreements**

In the event of conflict between the provisions of any Annex and the terms of the main body of the Agreement, the latter shall prevail.

2. Services

- 2.1 The Service Provider agrees to provide to the IOM the following services (the “Services”):
- 2.2 The Service Provider shall commence the provision of Services from [date] and fully and satisfactorily complete them by [date].
- 2.3 The Service Provider agrees to provide the Services required under this Agreement in strict accordance with the specifications of this Article and any attached Annexes.

[Optional for Piggybacking for other UN agencies (please delete if not applicable)]

- 2.4 If any United Nations (“UN”) entity wishes to avail of services which are of the same type as the Services through their own contracting formats, the Service Provider shall extend such services to them at prices and on terms no less favourable than those provided in this Agreement for the Services. For this purpose, IOM shall be entitled to disclose information related to this Agreement to any other UN entity.

3. The Service Fee

- 3.1 In full consideration for the complete performance of the Services in accordance with the terms of the Agreement, the all-inclusive total price for the Services under this Agreement shall be [currency code] [amount in numbers] ([amount in words]) (the “Service Fee”).
- 3.2 The Service Provider shall invoice IOM upon completion of all the Services. The invoice shall include: [services provided, hourly rate, number of hours billed, any travel and out of pocket expenses, (add/delete as necessary)]
- 3.3 The Service Fee shall become due [insert number of days in numbers] ([write figure in words]) days after IOM’s receipt and approval of the invoice.
- 3.4 Payment shall be made in **USD** by [bank transfer] to the following bank account:

Bank Name:

Bank Branch:

Bank Account Name:

Bank Account Number:

Swift Code:

IBAN Number:

- 3.5 The Service Provider shall be responsible for the payment of all taxes, duties, levies and charges assessed on the Service Provider in connection with this Agreement.
- 3.6 IOM shall be entitled, without prejudice to any other rights or remedies it may have, to withhold payment of part or all of the Service Fee until the Service Provider has completed to the satisfaction of IOM the Services to which those payments relate.

4. Warranties

4.1 The Service Provider warrants that:

- (a) It is a company financially sound and duly licensed, with adequate human resources, equipment, competence, expertise and skills necessary to provide fully and satisfactorily, within the stipulated completion period, all the Services in accordance with this Agreement;
- (b) It shall comply with all applicable laws, ordinances, rules and regulations when performing its obligations under this Agreement;
- (c) In all circumstances it shall act in the best interests of IOM;
- (d) No official of IOM or any third party has received from, will be offered by, or will receive from the Service Provider any direct or indirect benefit arising from the Agreement or award thereof;
- (e) It has not misrepresented or concealed any material facts in the procurement of this Agreement;
- (f) The Service Provider, its staff or shareholders have not previously been declared by IOM ineligible to be awarded agreements by IOM;
- (g) It has or shall take out relevant insurance coverage for the period the Services are provided under this Agreement;
- (h) The Price specified in this Agreement shall constitute the sole remuneration in connection with this Agreement. The Service Provider shall not accept for its own benefit any trade commission, discount or similar payment in connection with activities pursuant to this Agreement or the discharge of its obligations thereunder. The Service Provider shall ensure that any subcontractors, as well as the personnel and agents of either of them, similarly, shall not receive any such additional remuneration;
- (i) It shall respect the legal status, privileges and immunities of IOM as an intergovernmental organization, such as inviolability of documents and archive wherever it is located, exemption from taxation, immunity from legal process or national jurisdiction. In the event that the Service Provider becomes aware of any situation where IOM's legal status, privileges or immunities are not fully respected, it shall immediately inform IOM;
- (j) It is not included in the most recent Consolidated United Nations Security Council Sanctions List nor is it the subject of any sanctions or other temporary suspension. The Service Provider will disclose to IOM if it becomes subject to any sanction or temporary suspension during the term of this Agreement;

- (k) It must not employ, provide resources to, support, contract or otherwise deal with any person, entity or other group associated with terrorism as per the most recent Consolidated United Nations Security Council Sanctions List and all other applicable terrorism legislation. If, during the term of this Agreement, the Service Provider determines there are credible allegations that funds transferred to it in accordance with this Agreement have been used to provide support or assistance to individuals or entities associated with terrorism, it will inform IOM immediately who in consultation with the donors as appropriate, shall determine an appropriate response. The Service Provider shall ensure that this requirement is included in all subcontracts.

4.2 The Service Provider warrants that it shall abide by the highest ethical standards in the performance of this Agreement, which includes not engaging in any fraudulent, corrupt, discriminatory or exploitative practice or practice inconsistent with the rights set forth in the Convention on the Rights of the Child. The Service Provider shall immediately inform IOM of any suspicion that the following practice may have occurred or exist:

- (a) a corrupt practice, defined as the offering, giving, receiving or soliciting, directly or indirectly, of anything of value to influence the action of IOM in the procurement process or in contract execution;
- (b) a fraudulent practice, defined as any act or omission, including a misrepresentation or concealment, that knowingly or recklessly misleads, or attempts to mislead, IOM in the procurement process or the execution of a contract, to obtain a financial gain or other benefit or to avoid an obligation or in such a way as to cause a detriment to IOM;
- (c) a collusive practice, defined as an undisclosed arrangement between two or more bidders designed to artificially alter the results of the tender process to obtain a financial gain or other benefit;
- (d) a coercive practice, defined as impairing or harming, or threatening to impair or harm, directly or indirectly, any participant in the tender process to influence improperly its activities, or affect the execution of a contract;
- (e) an obstructive practice, defined as (i) deliberately destroying, falsifying, altering or concealing of evidence material to IOM investigations, or making false statements to IOM investigators in order to materially impede a duly authorized investigation into allegations of fraudulent, corrupt, collusive, coercive or unethical practices; and/or threatening, harassing or intimidating any party to prevent it from disclosing its knowledge of matters relevant to the investigation or from pursuing the investigation; or (ii) acts intended to materially impede the exercise of IOM's contractual rights of access to information;
- (f) any other unethical practice contrary to the principles of efficiency and economy, equal opportunity and open competition, transparency in the process and adequate documentation, highest ethical standards in all procurement activities.

4.3 The Service Provider further warrants that it shall:

- a) Take all appropriate measures to prohibit and prevent actual, attempted and threatened sexual exploitation and abuse (“SEA”) by its employees or any other persons engaged and controlled by it to perform activities under this Agreement (“other personnel”). For the purpose of this Agreement, SEA shall include:
 - 1. Exchanging any money, goods, services, preferential treatment, job opportunities or other advantages for sexual favours or activities, including humiliating or degrading treatment of a sexual nature; abusing a position of vulnerability, differential power or trust for sexual purposes, and physical intrusion of a sexual nature whether by force or under unequal or coercive conditions;
 - 2. Engaging in sexual activity with a person under the age of 18 (“child”), except if the child is legally married to the concerned employee or other personnel and is over the age of majority or consent both in the child’s country of citizenship and in the country of citizenship of the concerned employee or other personnel;
 - b) Strongly discourage its employees or other personnel having sexual relationships with IOM beneficiaries;
 - c) Report timely to IOM any allegations or suspicions of SEA, and investigate and take appropriate corrective measures, including imposing disciplinary measures on the person who has committed SEA;
 - d) Ensure that the SEA provisions are included in all subcontracts;
 - e) Adhere to above commitments at all times.
- 4.4 The Service Provider expressly acknowledges and agrees that breach by the Service Provider, or by any of the Service Provider’s employees, contractors, subcontractors or agents, of any provision contained in Articles 4.1, 4.2 or 4.3 of this Agreement constitutes a material breach of this Agreement and shall entitle IOM to terminate this Agreement immediately on written notice without liability. In the event that IOM determines, whether through an investigation or otherwise, that such a breach has occurred then, in addition to its right to terminate the Agreement, IOM shall be entitled to recover from the Service Provider all losses suffered by IOM in connection with such breach.

5. Assignment and Subcontracting

- 5.1 The Service Provider shall not assign or subcontract the activities under this Agreement in whole or in part, unless agreed in writing in advance by IOM. Any subcontract entered into by the Service Provider without approval in writing by IOM may be cause for termination of the Agreement.
- 5.2 Notwithstanding such written approval from IOM, the Service Provider shall not be relieved of any liability or obligation under this Agreement nor shall it create any contractual relation between any subcontractor and IOM. The Service Provider shall include in an agreement with a subcontractor all provisions in this Agreement that are applicable to a subcontractor, including relevant Warranties and Special Provisions. The Service Provider remains liable as a primary obligor under this Agreement, and it shall be directly responsible to IOM for any faulty performance

under any subcontract. The subcontractor shall have no cause of action against IOM for any breach of the subcontract.

6. Delays, Defaults and Force Majeure

- 6.1 Time is of the essence in the performance of this Agreement. If the Service Provider fails to provide the Services within the times agreed to in the Agreement, IOM shall, without prejudice to other remedies under this Agreement, be entitled to deduct liquidated damages for delay. The amount of such liquidated damages shall be 0.1% of the value of the total Service Fee per day or part thereof up to a maximum of 10% of the Service Fee. IOM shall have the right to deduct such amount from the Service Provider's outstanding invoices, if any. Such liquidated damages shall only be applied when delay is caused solely by the default of the Service Provider. Acceptance of Services delivered late shall not be deemed a waiver of IOM's rights to hold the Service Provider liable for any loss and/or damage resulting therefrom, nor shall it act as a modification of the Service provider's obligation to perform further Services in accordance with the Agreement.
- 6.2 In case of failure by the Service Provider materially to perform under the terms and conditions of this Agreement, IOM may, after giving the Service Provider 30 days' written notice to perform and without prejudice to any other rights or remedies, terminate the Agreement with immediate effect without liability.
- 6.3 Neither Party will be liable for any delay in performing or failure to perform any of its obligations under this Agreement if such delay or failure is caused by force majeure, which means any unforeseeable and irresistible act of nature, any act of war (whether declared or not), invasion, revolution, insurrection, terrorism, blockade or embargo, strikes, Governmental or state restrictions, natural disaster, epidemic, public health crisis, and any other circumstances which are not caused by nor within the control of the affected Party.
- 6.4 As soon as possible after the occurrence of a force majeure event which impacts the ability of the affected Party to comply with its obligations under this Agreement, the affected Party will give notice and full details in writing to the other Party of the existence of the force majeure event and the likelihood of delay. On receipt of such notice, the unaffected Party shall take such action as it reasonably considers appropriate or necessary in the circumstances, including granting to the affected Party a reasonable extension of time in which to perform its obligations. During the period of force majeure, the affected Party shall take all reasonable steps to minimize damages and resume performance.
- 6.5 IOM shall be entitled without liability to suspend or terminate the Agreement if the Service Provider is unable to perform its obligations under the Agreement by reason

of force majeure. In the event of such suspension or termination, the provisions of Article 17 (Termination) shall apply.

7. Independent Contractor

The Service Provider, its employees and other personnel as well as its subcontractors and their personnel, if any, shall perform all Services under this Agreement as an independent contractor and not as an employee or agent of IOM.

8. Audit

The Service Provider agrees to maintain financial records, supporting documents, statistical records and all other records relevant to the Services in accordance with generally accepted accounting principles to sufficiently substantiate all direct and indirect costs of whatever nature involving transactions related to the provision of Services under this Agreement. The Service Provider shall make all such records available to IOM or IOM's designated representative at all reasonable times until the expiration of 7 (seven) years from the date of final payment, for inspection, audit, or reproduction. On request, employees of the Service Provider shall be available for interview.

9. Confidentiality

9.1 All information which comes into the Service Provider's possession or knowledge in connection with this Agreement is to be treated as strictly confidential. The Service Provider shall not communicate such information to any third party without the prior written approval of IOM. The Service Provider shall comply with IOM Data Protection Principles in the event that it collects, receives, uses, transfers, stores or otherwise processes any personal data in the performance of this Agreement. These obligations shall survive the expiration or termination of this Agreement.

9.2 Notwithstanding the previous paragraph, IOM may disclose information related to this Agreement, such as the name of the Service Provider and the value of the Agreement, the title of the contract/project, nature and purpose of the contract/project, name and locality/address of the Service Provider and the amount of the contract/project to the extent as required by IOM's donors or in relation to IOM's commitment to any initiative for transparency and accountability of funding received by IOM in accordance with the policies, instructions and regulations of IOM.

10. Intellectual Property

All intellectual property and other proprietary rights including, but not limited to, patents, copyrights, trademarks, and ownership of data resulting from the performance of the

Services shall be vested in IOM, including, without any limitation, the rights to use, reproduce, adapt, publish and distribute any item or part thereof.

11. Notices

Any notice given pursuant to this Agreement will be sufficiently given if it is in writing and received by the other Party at the following address:

International Organization for Migration (IOM)

Attn: [Edgardo B. Vargas Jr. National Procurement and Logistic Officer](#)

[25th floor 6789 Tower, Ayala Avenue, Makati City](#)

Email: evargas@iom.int

[Full name of the Service Provider]

Attn: [Name and title/position of the Service Provider's contact person]

[Service Provider's address]

Email: [Service Provider's email address]

12. Dispute Resolution

- 12.1. Any dispute, controversy or claim arising out of or in relation to this Agreement, or the breach, termination or invalidity thereof, shall be settled amicably by negotiation between the Parties.
- 12.2. In the event that the dispute, controversy or claim has not been resolved by negotiation within 3 (three) months of receipt of the notice from one party of the existence of such dispute, controversy or claim, either Party may request that the dispute, controversy or claim is resolved by conciliation by one conciliator in accordance with the UNCITRAL Conciliation Rules of 1980. Article 16 of the UNCITRAL Conciliation Rules does not apply.
- 12.3. In the event that such conciliation is unsuccessful, either Party may submit the dispute, controversy or claim to arbitration no later than 3 (three) months following the date of termination of conciliation proceedings as per Article 15 of the UNCITRAL Conciliation Rules. The arbitration will be carried out in accordance with the 2010 UNCITRAL arbitration rules as adopted in 2013. The number of arbitrators shall be one and the language of arbitral proceedings shall be English, unless otherwise agreed by the Parties in writing. The arbitral tribunal shall have no authority to award punitive damages. The arbitral award will be final and binding.
- 12.4. The present Agreement as well as the arbitration agreement above shall be governed by the terms of the present Agreement and supplemented by internationally accepted general principles of law for the issues not covered by the

Agreement, to the exclusion of any single national system of law that would defer the Agreement to the laws of any given jurisdiction. Internationally accepted general principles of law shall be deemed to include the UNIDROIT Principles of International Commercial Contracts. Dispute resolution shall be pursued confidentially by both Parties. This Article survives the expiration or termination of the present Agreement.

13. Use of IOM Name, Abbreviation and Emblem

The Service Provider shall not be entitled to use the name, abbreviation or emblem of IOM without IOM's prior written authorisation. The Service Provider acknowledges that use of the IOM name, abbreviation and emblem is strictly reserved for the official purposes of IOM and protected from unauthorized use by Article 6^{ter} of the Paris Convention for the Protection of Industrial Property, revised in Stockholm in 1967 (828 UNTS 305 (1972)).

14. Status of IOM

Nothing in or relating to the Agreement shall be deemed a waiver, express or implied, of any of the privileges and immunities of the International Organization for Migration as an intergovernmental organization.

15. Indemnity

The Service Provider shall at all times defend, indemnify, and hold harmless IOM, its officers, employees, and agents from and against all losses, costs, damages and expenses (including legal fees and costs), claims, suits, proceedings, demands and liabilities of any kind or nature to the extent arising out of or resulting from acts or omissions of the Service Provider or its employees, officers, agents or subcontractors, in the performance of this Agreement. IOM shall promptly notify the Service Provider of any written claim, loss, or demand for which the Service Provider is responsible under this clause. This indemnity shall survive the expiration or termination of this Agreement.

16. Waiver

Failure by either Party to insist in any one or more instances on a strict performance of any of the provisions of this Agreement shall not constitute a waiver or relinquishment of the right to enforce the provisions of this Agreement in future instances, but this right shall continue and remain in full force and effect.

17. Termination

- 17.1 IOM may at any time suspend or terminate this Agreement, in whole or in part, with immediate effect, by providing written notice to the Service Provider, in any case where the mandate of IOM applicable to the performance of the Agreement or the funding of IOM applicable to the Agreement is reduced or terminated. In addition, IOM may suspend or terminate the Agreement upon **thirty (30)** days' written notice without having to provide any justification.
- 17.2 In the event of termination of this Agreement, IOM will only pay for the Services completed in accordance with this Agreement, unless otherwise agreed in writing by the Parties. The Service Provider shall return to IOM any amounts paid in advance within 7 (seven) days from the notice of termination.
- 17.3 In the event of any termination of the Agreement, upon receipt of notice of termination, the Service Provider shall take immediate steps to bring the performance of any obligations under the Agreement to a close in a prompt and orderly manner, and in doing so, reduce expenses to a minimum, place no further subcontracts or orders for materials, services, or facilities, and terminate all subcontracts or orders to the extent they relate to the portion of the Agreement. Upon termination, the Service Provider shall waive any claims for damages including loss of anticipated profits on account thereof.
- 17.4 In the event of suspension of this Agreement, IOM will specify the scope of activities and/or deliverables that shall be suspended in writing. All other rights and obligations of this Agreement shall remain applicable during the period of suspension. IOM will notify the Service Provider in writing when the suspension is lifted and may modify the completion date. The Service Provider shall not be entitled to claim or receive any Service Fee or costs incurred during the period of suspension of this Agreement.

18. Severability

If any part of this Agreement is found to be invalid or unenforceable, that part will be severed from this Agreement and the remainder of the Agreement shall remain in full force.

19. Entire Agreement

This Agreement embodies the entire agreement between the Parties and supersedes all prior agreements and understandings, if any, relating to the subject matter of this Agreement.

20. Final Clauses

20.1 This Agreement will enter into force upon signature by both Parties. It will remain in force until completion of all obligations of the Parties under this Agreement unless terminated earlier in accordance with Article 17.

20.2 Amendments may be made by mutual agreement in writing between the Parties.

21. Special Provisions (Optional)

Due to the requirements of the donor financing the project, the Service Provider shall agree and accept the following provisions:

[Insert all donor requirements which must be flown down to IOM's Service Providers and subcontractors. In case of any doubt, please contact LEGContracts@iom.int]

Signed in duplicate in English, on the dates and at the places indicated below.

For and on behalf of
The International Organization for
Migration

For and on behalf of
[Name of Service Provider]

Signature

Signature

Name:
Position:
Date:
Place:

Name:
Position:
Date:
Place:

Guidance in Checklist Form on completing the template for
C.1. General Service Agreement

- The General Service Agreement follows the latest IOM C.1 General Service Agreement template and is without any deviations. For Amendments: The changes do not introduce any deviations to template.
- No services have taken place prior to signing the Agreement. (For Amendments: The changes made under the Amendment shall apply only from the date of signing of the Amendment or later and the original Agreement [as amended previously, if at all] has not yet expired.)
- All activities comply with IOM's Constitution, policies, regulations, rules, manuals, Guidance Notes and instructions from relevant thematic areas.
- The other party/parties has/have been selected in compliance with IOM procurement rules.
- The authority of the person(s) signing on behalf of the other party to do so has been verified.
- The Agreement is NOT for the provision of Human Resources Services.

SP as a business entity. Check:

- A. The Service Provider is with a registered business entity; OR
 - B. The Service Provider is with an individual with a business license and GPSU approval was obtained.
- The name and dates/duration for the Services are exactly the same on:
 - o The Agreement; and
 - o All Annexes, including the Budget/Price List, if any and as applicable.

ICT approval. Check:

- A. No ICT review and approval are required because:
 - 1. The contract has no ICT component;
 - 2. The contract is meant exclusively for IOM and ICT policies and standards were complied with; or
 - 3. The contract has components related to procuring ICT equipment, hardware, and applies for non-IOM use; OR
- B. ICT review and approval were obtained because the contract has ICT components related to ICT consulting, website development, software, or similar professional services above 40% of the total project budget or above USD 250,000 in procurement contract value, whichever is lower.

UN Piggybacking. Check:

- A. This Agreement is not open to other UN entities and relevant clause on allowing to share this Agreement with other UN entities for their consideration has been deleted; OR
- B. IOM may authorize other UN entities to claim similar conditions in their own contractual arrangements with the Service Provider.

- The Service Fee:
 - Is written correctly both in numbers and in words;
 - Specifies the currency used; and,
 - Corresponds to the budget/price list attached to the Agreement, if any.

The total Service Fee is:

- A. Below or up to USD 200,000; OR
- B. Above USD 200,000 and GPSU approval was obtained.

Mode of Payment. The Service Fee is to be paid either:

- A. By bank transfer to the *specific* bank account of the Service Provider as indicated in Agreement. The bank account is not in the name of a third party or an individual, OR
- B. By cheque and the justification why bank transfers are not possible or practical is documented in a Note for File;
- C. By cash which has been approved in writing and in advance by TSY.

Advance payment. Check:

- A. There is no advance payment;
- B. The advance payment is not higher than USD 25,000;
- C. The advance payment is higher than USD 25,000, but a bank guarantee in the amount of the advance has been provided by the Service Provider. The bank guarantee follows Form 19.29 in IN 168 Rev 2;
- D. The advance payment is higher than USD 25,000, but approval has been granted by RD for this specific Agreement; OR
- E. This Agreement is made in the context of an L1, L2 or L3 emergency project. The advance payment thresholds have been adhered to and the required authorizations have been obtained, following Article 8 of IN 168, Rev 2.

Retention amount. Check:

- A. Minimum of 10% of the total Service Fee is retained until completion and acceptance of all deliverables and/or services.

Payment Currency. Check:

- A. The currency used in defining the Service Fee is the same currency as the one in which payment shall be made; OR
- B. The currency used in the provision(s) defining the Service Fee is different from the currency to be paid to the other party, but the UN exchange rate at the date of payment is agreed.

Language. The Agreement is concluded in one of the following languages:

- A. IOM official language (English, French or Spanish); OR
- B. Bilingually (both language versions have identical content with at least one language being an official IOM language) and the language clause (i.e., IOM official language prevails in case of discrepancy) has been included.

- The Agreement/Amendment is not backdated. The signature date shall always be the actual date of signature.
- There are no additional clauses which have not been approved by LEG specifically for the Agreement/Amendment.

- All Annexes referred to in the Agreement/Amendment, if any, are attached to the Agreement/Amendment and do not create additional obligations other than those contained in the Agreement itself.
- All Annexes are provided either in English, French or Spanish. In case Annexes in another language are attached, translations in one of the official languages are attached, contain a statement that they prevail in case of discrepancy over the version of the Annex in a non-official language and will be signed by the Service Provider.

Donor Flow Down Requirements. Check:

- A. There are no specific Donor requirements for this Agreement, the “Special Provisions” clause (Article 21) has been deleted and subsequent enumeration has been corrected; OR
- B. The Agreement is EU funded through PAGODA, Contribution or ECHO Agreement. The duration of this Agreement/Amendment is within the authorized contracting period specified by the EU funding agreement and the Annex for EU funded service agreements has been filled in, referenced in the Annex list and attached to the Agreement; OR
- C. The Agreement is funded by a non-EU donor whose flow down conditions have been added to the “Special Provisions” clause (Article 21) and these are not in violation of other terms of this Agreement

SECTION VI

Standard Operating Procedure – Temperature sensitive medical products

Laboratory diagnostics, pharmaceutical products and other temperature-sensitive medical products shall be shipped in appropriate temperature conditions as advised by the manufacturer (most commonly less than 25°C for “regular” pharmaceuticals, 2-8°C for cold chain vaccines and biological pharmaceuticals and ultra-cold chain for certain products requiring -20°C and below.

All products requiring temperature control must be shipped with temperature-monitoring devices (dataloggers) to ensure IOM missions can retrieve records of transport temperature conditions at reception of the products as detailed below. Handling errors can result in financial losses if products cannot be used.

5.1 Ultra-cold chain shipments (-20 and below)

The mode of shipment for all ultra-cold chain shipments will be by air and in active cold chain. The items must be placed in a validated cold chain container, packed in thermal shippers on dry ice, keeping temperature at or below -20°C, for a minimum duration of 96 hours. Dry ice is considered Dangerous Good (UN 1845) and supplier needs to ensure proper packaging and authorization. Estimate the quantity of dry ice according to the size of the thermal shipper. Extra dry ice must be provided by the supplier to ensure the continuous maintenance of ultra cold temperature during transit until the final storage location. This to guarantee the quality, prevent quick degradation of different products. One appropriate data logger should be placed in each cold chain container. The cold chain container shall include warning labels and indicate the presence of data logger.¹⁰

5.2 Cold chain shipments (+2 to +8C)

This applies to medicines and laboratory tests and reagents with stability data between +2 to +8° C must be shipped in a temperature-controlled environment. The mode of shipment for all cold chain shipments will be by air and in active cold chain. The items must be placed in a validated cold chain container keeping temperature between 2-8°C, for a minimum duration of 96 hours. This to guarantee the quality, prevent quick degradation and shorter shelf-life of the different products. One data logger should be placed in each cold chain container. If goods are sensitive to freezing (destroyed if temperature drop below zero for more than an hour), for extra security, place a freeze tag in addition to the data logger. The cold chain container running the risk of damage in freezing conditions shall include the following warning label: “Do not freeze”. The cold chain container shall include warning labels and indicate the presence of data logger

5.3 Temperature sensitive shipments (+15 to +25°C)

Medicines and laboratory reagents with stability between +15 to +25°C must be shipped in a temperature-controlled environment. Regardless of the number of pallets which constitute the shipment, it is mandatory to have at least one data logger per shipment. The data logger should be easily identified, and documents should clearly indicate on which pallet or package to find the data logger.

5.4 Mission Responsibilities in relation to cold-chain/temperature sensitive shipments

- Missions must ensure that the cold-chain or temperature sensitive requirement has been communicated clearly to the procurement officer
- Missions must ensure that appropriate cold storage facilities are available at the intended port of arrival, with the truck that will pick-up the goods at the port and at the long-term storage facility (unless the goods will be distributed immediately upon arrival).
- Missions must secure import and tax exemption approval in advance of the delivery
- Missions must ensure that they have informed the supplier of the up- to- date contact information to the goods recipient
- Missions must respond to any pre-alert notification from the supplier and confirm readiness to receive the goods
- Mission must ensure the consistency of the temperature recorded by the data logger throughout the shipment

Note that the above applies both to imported as well as locally procured medical products.

5.5 Procedure to follow if there is a breach in cold chain during transit

1. Quarantine Separate and place the products that are suspected to have been outside of the cold chain in a cold chain facility meant for quarantine products and label the quarantined material DO NOT USE. State the reason for quarantine i.e., “under investigation”. Report the situation to the primary or alternate laboratory coordinator immediately or report the situation to a supervisor. Do not discard these products.
 2. Document details of the temperature excursion, including:
 - Date and time the situation is detected.
 - General description of the event (i.e., what happened)
 - Attach or download temperature records from data logger and determine the length of time the product may have been affected
 - Quantity of affected product
 - Name of the person completing the report
 3. Contact the regional or global coordinator for guidance. Inform the Procurement Unit who placed the order. Be prepared to provide the information with documentation as this will be shared to the supplier/manufacturer.
- Cold chain failures happen. Regardless of how, immediate action is MANDATORY

6 Insurance

Shipments of medical products should be covered by insurance until they are physically received at the location of final destination by the IOM Missions in the country. Offers from suppliers or freight forwarders should come with insurance included, unless IOM uses a third party insurance company to provide insurance coverage. Examples of INCOTERMS which

includes insurance, or where the seller is responsible for the shipment until arrival at destination are CIF, CIP, DAT, DAP and DDP.

If insurance is not available through suppliers, additional insurance must be secured before products are shipped. Missions can contact MSCU mscuprourement@iom.int for assistance in case cargo insurance cannot be obtained locally.

Whenever transport insurance is purchased separately, it is important to ensure that the insurance agreement captures coverage for maintenance of cold chain during the entire transport and the storage in warehouse (if applicable).

7 Receipt of medical products

Important: It is always the receiving mission's responsibility to ensure that all documents required for importation are collected and processed before the goods arrive, i.e. permit applications, tax exemption application, and other activities of pre-clearance so that IOM does

not incur any demurrage or port storage charges. It is also the receiving mission's responsibility to ensure that goods are customs cleared and picked-up immediately upon arrival from air/or seaports. This is to ensure that the products continue to be stored as per instructions, which is particularly important when it comes to products requiring cold-chain storage.

IOM Missions should also refer to "IOM Warehouse Manual, SOP: Receiving Stock¹²" (p.69 onwards)

7.1 Shipment notification

The Procurement and Logistics officer sends a shipment pre-alert notification (cf. IOM Warehouse Manual, Annex B, Shipment Pre-Alert Form, p.161) to the relevant units, such as Mission Warehouse pharmacist and Medical logistics officer, indicating an expected delivery at the warehouse. The notification should include a specific reference to temperature sensitive goods to make sure facilities are ready to accept and store temperature sensitive items correctly upon arrival.

The notification should also include a set of all related documents, such as the PO and the documents to be shared by the supplier (Invoice, Delivery note, packing list, certificate of origin, certificate of analysis (CoA), certificate of conformance, transport documents such as airway bill or bill of lading, NMRA permit, market authorization and retention certificate as applicable).

In case of delays or other changes in the delivery, an immediate new notification must be sent out to all parties involved so that they can take appropriate action to reduce any negative impact of the change.

7.2 Preparation for receiving

The Warehouse pharmacist or the designated staff should confirm readiness for the receiving date. A receiving space should be available in the warehouse to receive and inspect the incoming goods. For large consignments, additional workforce might be required for unloading of the goods. (Refer IOM Warehouse Manual - SOP for Receiving Stock