## LOGISTICS AND PROCUREMENT SERVICES AGREEMENT

#### **BETWEEN**

# THE INTERNATIONAL FEDERATION OF RED CROSS AND RED CRESCENT SOCIETIES



regarding services provided through the Federation Logistics & Resource Mobilisation Department ("LRMD")

This Logistics and Procurement Services Agreement (this "Agreement") is entered into between the International Federation of Red Cross and Red Crescent Societies (the "Federation") and (the "NS").

WHEREAS the Federation has offered to make available to its member national societies on a cost recovery basis certain services of the Logistics and Resource Mobilisation Department (the "LRMD") on the terms detailed herein.

WHEREAS the NS would like to make use of the services offered by the Federation on an as requested basis, as detailed herein.

NOW THEREFORE both parties hereto agree as follows:

#### 1. Introduction

This Agreement sets out the terms and conditions agreed to by the Federation and the NS for all logistics and procurement services provided by the Federation. The annexes hereto apply to specific services provided through the Federation's LRMD in Geneva or the Regional Logistics Units ("RLUs") in Malaysia, Panama, and the United Arab Emirates, as well as any logistics or procurement services provided through other Federation offices except as explicitly modified in writing.

#### 2. Term

- a) This Agreement shall commence on *insert actual date* and shall expire on *insert actual date* [2 years from commencement], unless otherwise amended or terminated in writing as provided for in this Agreement.
- b) The NS may request that the Agreement be renewed under the same terms for an additional period of one year, by providing written notice at least 60 days before the expiry date. The Federation will notify the NS whether it agrees to that request within 30 days of the expiry date.

#### 3. Services

- a) The following services may be provided by the Federation, through its LRMD, subject to available resources, under the framework of this Agreement:
  - ❖ Warehousing Annex 1 in space operated by the Federation or a third party on the Federation's behalf.

- ❖ Procurement Annex 2 either contracting on the NS's behalf or conducting the procurement process up to issuance of the purchase order or signature of the contract.
- ❖ Technical support Annex 3 including logistics assessments, technical advice and workshops and training.
- b) All services will be provided in accordance with all applicable Federation policies and procedures (including Federation procurement procedures) and on the terms and conditions specific to each service with respect to services provided by the LRMD in Geneva or the RLUs, as detailed in the annexes hereto; and with respect to services provided by other Federation offices, as separately agreed in writing.
- c) Services provided by the Federation Fleetbase are not covered by this Agreement.

#### 4. Conditions of Service

- a) All services provided under the framework of this Agreement are conditional on the following:
  - i. The Host National Society has not objected to the Federation offering these services in country;
  - ii. The Federation has the necessary legal personality and resources to offer such services; and
  - iii. All activities of the NS are in conformity with the Fundamental Principles, the Statutes of the Movement, the Constitution of the Federation, and the applicable resolutions and decisions of the Federation General Assembly, the International Conference, and the Council of Delegates, including the Seville Agreement.

#### 5. Agreement for Service

All services provided under the framework of this Agreement will be provided on an as requested and confirmed basis. There shall be no agreement for any specific service until requested and confirmed in writing as follows:

- i. *Request.* The NS may request services under the framework of this Agreement only by issuance of a requisition in the form attached hereto as Annex 5, which shall be delivered to the RLU to provide the services.
- ii. *Confirmation.* If the conditions set out in clause 4 above are met and the Federation (by signature of an authorised person of the LRMD in Geneva or RLU) agrees to perform the services requested by the NS, it will confirm its agreement as well as any special conditions (such as required prepayments) in the form attached hereto as Annex 5.

## 6. Payment for Services

- a) The fee rates for all services provided under the framework of this Agreement are set out in Annex 4. Monthly invoices (with copies of supporting documentation, as requested by the NS) will be issued by the Federation to the NS headquarters. Invoices will include all direct charges and taxes incurred by the Federation in connection with the services and the applicable fees for all services rendered.
- b) All payments will be due 30 days from the date of invoice except where the Federation stipulates alternative payment terms.
- c) Unless otherwise agreed, amounts due on each invoice shall be paid to the Federation account specified on the invoice.
- d) In the case of late payment the Federation reserves the right to charge interest on any late payment at the rate of 2% per month on any overdue payment, interest being calculated on a daily basis.

e) The Federation reserves the right to review the fee rates in Annex 4 every six months to ensure the fee rates reflect market rates and recover costs. Any change in rates will be communicated in writing to the NS and will take effect 60 days from the date of notice of change.

#### 7. Audit

In order to fulfil audit requirements, the Federation will retain all original documentation in connection with services provided under the framework of this Agreement (including all third party invoices and the like). Upon request, the Federation can send (uncertified) copies to the NS. All originals shall be kept by the Federation for at least 8 years and may be consulted by the NS at the Federation offices upon request.

#### 8. Notices

a) All notices under this Agreement shall be delivered in writing to the following:

Federation:

International Federation of Red Cross and Red Crescent Societies,

Logistics and Resource Mobilization Department,

P.O. Box 372,

1211 Geneva 19.

Switzerland.

<u>NS</u>:

b) Notice shall be effective:

when delivered via courier upon confirmed receipt

mail one week from postmark

via fax 24 hours from confirmed transmission

via email 48 hours from confirmed transmission

#### 9. Officials Not to Benefit

a) The Federation and the NS warrant that no official of either organization has been or shall be admitted by the Federation or the NS to any direct or indirect benefit arising from this Agreement or the award thereof.

#### 10. Warranties and Liabilities

- a) The Federation makes no warranties or representations with respect to any goods or services procured on the NS's behalf, any services provided by third parties (such as third party warehouse managers), or the services provided by the Federation under the framework of this Agreement other than as explicitly set out in the service-specific annex hereto.
- b) Any liability of the Federation in connection with services provided under the framework of this Agreement, the scope of which is strictly and explicitly defined in the service-specific annexes hereto, shall be limited to the fees payable to the Federation for such services by which the liability was generated. In no event shall the Federation be liable for any indirect, special, or consequential damages, including without limitation loss of profits, arising from any service provided or any breach of this Agreement.

## 11. Dispute Resolution

a) The parties shall use their best efforts to settle amicably any dispute, controversy, or claim relating to this Agreement. Where the parties wish to seek such an amicable settlement through mediation, the mediation shall take place in accordance with the terms and among persons agreed between the parties.

b) Any dispute, controversy, or claim between the parties arising from or in connection with this Agreement or the breach, termination, or validity thereof, unless settled amicably within sixty (60) days after receipt by one party of the other party's request for such amicable settlement, shall be referred by either party to arbitration in accordance with the UNCITRAL Arbitration Rules then obtaining. The arbitration shall be conducted in English, and the place of arbitration shall be Geneva. The arbitral tribunal shall have no authority to award punitive damages. The parties shall be bound by any arbitration award rendered in accordance with this clause as the final adjudication of any such dispute, controversy, or claim. The costs of arbitration shall be shared equally by the parties.

## 12. Force Majeure

For the purposes of this Agreement force majeure shall mean acts of God, laws or regulations, industrial disturbances, acts of the public enemy, civil disturbances, explosions and any other similar cause of equivalent force not caused by, nor within the control of, either party and which neither party is able to overcome.

Either party shall promptly notify the other in writing of any circumstances which render it impossible for such party to carry out in whole or in part any of its obligations under this Agreement. Upon the occurrence of such circumstances, the obligations shall be deemed to be postponed for duration of such circumstances, and may be cancelled, as agreed by the parties.

#### 13. Termination

- a) Either party may terminate this Agreement by giving the other party 90 days written notice of its intention to do so. Following delivery of notice by either party, no additional services may be requested or confirmed that exceed the 90 day notice period.
- b) Either party may terminate this Agreement in the event of a material breach of this Agreement or its Annexes by the other party that is not cured within 30 days of written notice of such breach by the non-breaching party (the parties agreeing that cure shall only be effective when all losses or damages caused by such breach are made good). Termination shall be effective upon 15 days written notice of that party's intention to terminate.
- c) Termination of this agreement shall have no effect on outstanding services. Upon expiration of the notice period and completion of all outstanding services, all obligations hereunder shall cease without prejudice to any rights or remedies for any antecedent claim or breach of covenant.

## 14. Amendment

This Agreement may be amended by written agreement of the parties.

#### 15. Privileges and Immunities

Nothing in or relating to this Agreement shall constitute or be deemed a waiver, express or implied, of any of the privileges and immunities of the Federation.

IN WITNESS WHEREOF the parties hereto have signed and affixed their respective seals to two identical copies:

For the Federation		For the NS	For the NS		
Name: Title:		Name: Title:			
Date:	Place:	Date:	Place:		

## Annex 1 Terms and Conditions of Warehousing Services

These terms and conditions shall apply to all warehousing services provided by the Federation through the RLUs under the framework of this Agreement

### Warehousing Glossary: In this Annex-

- a) "Handling" means the services provided for the unloading and loading, placing on pallets, shifting or shunting, shrink wrapping and labelling, and any other conduct required to otherwise manage the supplies in accordance with the terms hereunder.
- b) "Supplies" means relief items, goods, and/or other commodities procured by or on behalf of the NS and with respect to which the Federation performs any service either directly or indirectly as described in this Agreement. Supplies for Federation operations must conform to Federation specifications.
- c) "Supplies in unacceptable condition" means supplies that are damaged in any way, that are not properly labelled, packed or palletized, or that are not accompanied by all required documentation.
- d) "Warehouse" means warehousing space operated either by the Federation or a third party logistics company on the Federation's behalf. The selection of the warehousing location for the purpose of receiving, storing, repacking, and re-exporting of Supplies in transit shall be left to the discretion of the Federation.

### Warehousing:

**NS Pre-Position**: The NS prepositions Supplies in the Warehouse but retains title. On such terms as may be separately agreed by the NS, in response to a Federation disaster response deployment request, the Supplies or a portion thereof may be transferred to the Federation.

#### **Warehousing Requests:**

All requisitions for warehousing services must include the type of service requested, the name of the project, full information on goods and/or services (including specifications, if applicable), delivery terms and conditions, and any specific donor conditions.

## **Federation Responsibilities:**

### A. General

- 1. Consistent with the Federation's goal of delivering to the first port of entry requested relief items for up to 5,000 families in 48 hours and 15,000 families in 14 days in situations of emergency, the Federation shall do its best to ensure that all preparation and forwarding of the NS's emergency shipments are handled on time.
- 2. The Federation shall be responsible for a cursory verification and inspection of all incoming Supplies to ensure that they are in the condition stipulated in the documentation, and as they were dispatched from the factory/supplier. However, the Federation assumes no responsibility for and shall make no guarantee for the conformance of the Supplies to specifications, nor with regard to their value, quality, freedom from defect, fitness for general or any particular use. Further inspection can be arranged by Federation upon request by a qualified inspection agency, at the cost of the NS.
- 3. On the NS's request and at its cost, the Federation shall ensure provision of adequate visibility labelling of the Supplies. All use of the Federation's and NS's names and logos and the red cross, red crescent, and red crystal emblems is subject to the applicable regulations, as well as any integration agreement which may be entered into between the parties.

- 4. The Federation shall only release and forward the Supplies as expressly agreed with the NS. The parties shall confirm their agreement for release and forwarding of the Supplies in writing.
- 5. In cases where the NS agrees to transfer title of the Supplies to the Federation in response to a Federation disaster response deployment request, the Federation shall assume full financial responsibility for the replenishment of the Supplies to the benefit of the NS. Replenishment in kind shall be in the same quantity and quality as were deployed. No service fees shall accrue with respect to the transferred Supplies from the date of transfer to the date of replenishment. The Federation shall replenish the supplies within the time agreed by the parties prior to transfer.

#### B. Federation operated Warehouses

- 6. The Federation shall store and keep the Supplies in accordance with the terms of this Agreement, and in such manner that the same will be protected against theft, injury, chemical agents or other harmful substances, rodents, insects or any destructive creature, in accordance with normal Federation warehousing standards. Due to the particular tropical climatic conditions prevailing in the Warehouses in tropical climates, the parties agree that the Federation will assume no responsibility or liability with regards to damages and/or loss of Supplies resulting from damp, mildew, or the ambient humidity.
- 7. The Federation will apply Federation stock control and management systems and will maintain professional standards of warehouse management. Monthly stock reports will be issued and forwarded to NS. The Federation will also forward a copy of all relevant documents to the NS, for each stock movement. Physical inventory will be conducted every 3 months.
- 8. The Federation shall be responsible for the supervision by employees of all movements of the Supplies at the Warehouse, including the off-loading and loading of vehicles and the recording of losses during Handling.
- 9. The Federation shall be responsible to ensure that the Supplies leave the Warehouse in the same condition as they arrived, normal wear and tear and deterioration resulting from proper storage excepted.

### C. Third Party operated Warehouses.

10. The Federation's ability to ensure services with respect to Supplies stored in third party operated Warehouses is limited by its contract with such third party. The Federation shall use its best efforts to see that the same services listed under points 6-9 above are provided with respect to Supplies stored such Warehouses. Where However, the Federation does not guarantee and specific service or level of care by any third party.

#### **NS Responsibilities:**

- 1. The NS shall be responsible for providing to the Federation on a timely basis the necessary documentation for the Supplies. The NS shall provide the Federation with the following:
  - (i) As request for service: A requisition in the form of Annex 5 properly coded and signed. The requisition must include provision for all direct and incidental costs for each incoming and outgoing shipment.
  - (ii) Prior to shipment: The list of the Supplies (including items and quantities) for delivery to the Warehouse.
  - (iii) At least seven days prior to arrival or in reasonable advance of any movement of the Supplies to the port of entry: A full set of original shipping documentation for all incoming shipments of Supplies.

- (iv) Prior to arrival of the Supplies at the Warehouse or in reasonable advance of any stock movement: The list of Supplies, despatch schedule, and destination for all outgoing movements from the Warehouse.
- (v) Additional documentation and requirements as described in the Shipping Instructions provided on confirmation of order.
- 2. The NS assumes responsibility for any claims resulting from incorrect or incomplete or inaccurate documentation. The parties shall notify one another of any incompleteness or inaccuracy in the documentation that they may become aware of without delay.
- 3. The Federation shall assume no responsibility for deliveries of Supplies in unacceptable condition. The Federation will inform the NS of any delivery of Supplies in unacceptable condition, and will grant access to the NS, or its suppliers, should inspection and or rectification by the supplier or other assigned persons be deemed necessary by the NS.
- 4. The NS shall be responsible for arranging any necessary insurance relating to the Supplies and the shipping, transport, Handling and storage thereof. The Federation shall inform the NS of any war risk or other specialised insurance coverage it has secured in respect of Federation supplies in the same Warehouse. On request by the NS, the Federation may arrange insurance coverage for the Supplies by separate agreement.

## **Costs**:

The NS will reimburse the Federation the applicable fee rate specified in Annex 4 for warehousing services. The fees included in the rates are:

## Receiving and Despatching relief items into storage facilities from port of entry and port of despatch.

#### Receival

- Terminal charges, documentation fee, electronic data exchange, fund transfer, agency fee, customs supervision, customs declaration, transport from port to warehouse, haulage, handling, palletizing, shrink wrapping.

## **Despatch**

- Transport from warehouse to airport / harbour, haulage, handling, FCL or customs supervision charges, documentation fee, fund transfer, customs declaration, electronic data exchange, agency fee, in harbour - terminal charges.

## Storing relief items in storage facilities

- Warehouse rent and stock management.

Any other direct charges incurred by the Federation in connection with warehousing services provided to the NS under the framework of this agreement will be invoiced to the NS and shall be fully reimbursed in accordance with the payment terms of this agreement.

## **Warranties and Liabilities:**

- 1. The Federation shall not be held responsible for any claim, debt, damage or demand arising out of, or attributable to, the negligence or fault of the NS, or which arises from some latent defect or inherent vice in the Supplies or documentation.
- 2. The NS shall indemnify the Federation in respect of any claims or suits by any party arising out of or relating to the documentation, receipt, Handling, storage, or outgoing shipment of any Supplies under this Agreement.
- 3. In the event of any loss to the NS resulting from a failure of a third-party Warehouse operator to perform its contractual obligations to the Federation, the Federation will pursue directly

with the operator such remedies available under the contract as it deems economically and organisationally appropriate. The Federation shall pass on to the NS the benefit of any compensation received in respect of services rendered for the benefit of the NS (whether in kind or financial).

4. In the event of any loss to the NS covered by the Federation's insurance, the Federation will pursue directly with its insurance underwriter all claims, and shall pass on to the NS any payment received in respect of services rendered for the benefit of the NS.

## **Cancellation of Service:**

Upon receipt of written notice by either party to cancel warehousing services, which notice shall take effect 30 days from receipt:

- (i) The Federation will prepare a consolidated stock report as of the day of notice of termination, and
- (ii) The NS shall arrange for the removal of all its remaining Supplies in the Warehouse within a period of 30 days.
- (iii) The NS shall pay the Federation for service rendered through the date of effective cancellation, and where cancellation is by the NS and unless such cancellation is due to the Federation's breach of this Agreement shall reimburse the Federation the full amount of all costs incurred as a result of such cancellation.

#### Annex 2

## **Terms and Conditions of Procurement Services**

These terms and conditions shall apply to all procurement services provided by the Federation for the NS under the framework of this Agreement.

Procurement services may be provided from the Federation in Geneva or any of the RLUs. However, all medical procurement services may be provided only from Geneva.

## **Procurement Options:**

- **A.** *Full*: Under procurement service option A, the Federation conducts procurement on behalf of the NS. Goods or services are procured by the Federation in its name. This full service option includes:
  - > Selection of supplier, based on competitive bidding and objective criteria
  - > Issuance of purchase order or signature of contract
  - > Tracking delivery status
  - Processing customs procedures as applicable and agreed
  - > Receipt and cursory or full inspection as requested
  - > Payment to supplier
- **B.** *Partial*: Under procurement service option B, the Federation conducts procurement process up to recommendation of supplier to the NS. Purchase orders or contracts are signed by the NS in its own name. The following additional components can be added to compliment this service option:
  - Assistance with customs clearance procedures
  - > Receipt and cursory or full inspection

## **Procurement Requests:**

All requisition requests for procurement services must include the type of service requested, full information on goods and/or services requested (including specifications), delivery terms and conditions, and any specific donor conditions.

### **Federation Procedures:**

All procurement services shall be conducted in accordance with the Federation procurement procedures and all procurement contracts signed or purchase orders issued on the NS's behalf shall be in the Federation's standard format and subject to the Federation's Terms & General Conditions (available upon request). Specific donor conditions will be accommodated where possible with the prior agreement of the Head of LRMD.

#### **Customs Procedures/Tax Exemptions:**

Subject to applicable Government regulations, the Federation shall request any applicable customs, duty, or tax exemptions. Should any exemption not be granted, the full amount of any such charges or fees incurred by the Federation on behalf of the NS shall be fully reimbursed by the NS in accordance with the payment terms of this Agreement.

#### **Costs**:

1. All direct charges and applicable service fees for procurement services will be incorporated in the next monthly invoice following payment to any third party by the Federation, in accordance with the payment terms of this Agreement. Invoices will include all direct payments to third parties in connection with the procurement (purchase price, any charges, fees, or taxes, etc.) and the applicable service fees.

2. For procurement service option A, where the direct costs payable by the Federation exceed CHF 1,000,000, the Federation may require full or partial prepayment by the NS of all known direct payments to be made by the Federation.

## **Reporting and Audit Requirements:**

With respect to option A procurement services, the Federation must retain the complete original procurement file for audit purposes. Upon request, the Federation can send (uncertified) copies of the procurement file to the NS. All originals shall be kept by the Federation for at least 8 years and may be consulted by the NS at the Federation offices upon request.

#### **Evaluation:**

The NS may arrange, at its costs, a neutral evaluation of the procurement services provided by the Federation under the framework of this Agreement. Any such evaluation shall be performed by an external evaluator approved by the two parties. The parties agree to promptly address any deficiencies identified in the course of any such evaluation.

## Warranty, Liability:

- 1. The Federation shall have no liability of any nature with regard to the value, adequacy, freedom from fault, or the infringement, quality, efficiency, suitability, characteristics, or usefulness of any goods or services procured by or on behalf of the NS under the framework of this Agreement.
- 2. The Federation shall not be liable for any delay of delivery or loss or damage to any goods or services, except to the extent such loss or damage was directly caused by the negligence of the Federation.
- 3. With respect to option A procurement services, to the extent legally possible, the Federation will pass on to the NS any warranty offered by the manufacturer or supplier.
- 4. With respect to option A procurement services, in case the manufacturer or supplier fails to perform its contractual obligations, the Federation will pursue directly with the manufacturer, supplier, or insurance underwriter all claims relating to any defect in quality or any loss or damage, unless such claim falls under an applicable Federation insurance policy, including its transport or warehousing insurances. The Federation shall pass on to the NS the benefit of any compensation received in respect of services rendered for the benefit of the NS (whether in kind or financial).

## **Cancellation of Service:**

- The NS may cancel a procurement or procurement services confirmed by the Federation at any
  time prior to issuance of a purchase order or signature of a contract on the NS's behalf. In the
  event of cancellation, the NS agrees to pay the Federation for service rendered and time spent in
  proportion to the projected service fee, unless such cancellation is due to the Federation's breach
  of this Agreement.
- 2. In the event the NS deems it necessary to cancel a procurement or procurement services after the issuance of a purchase order or signature of a contract on the NS's behalf or after the Federation has undertaken any legal obligation in connection with the procurement or procurement services, the NS shall pay the Federation for service rendered and time spent in accordance with the above and shall reimburse the Federation the full amount of all costs incurred as a result of such cancellation, unless such cancellation is due to the Federation's breach of this Agreement.

#### Annex 3.

## **Terms and Conditions of Logistics Technical Support**

These terms and conditions shall apply to all logistics technical support services provided by the Federation for the NS under the framework of this Agreement.

The Federation is engaged to provide logistics technical services in accordance with agreed terms of reference between the NS and the Federation.

The contractual relationship between the NS and the Federation shall be governed by the provisions outlined below.

Each confirmed technical support request, together with the agreed terms of reference and these conditions shall constitute a separate service support contract.

### **Travel**

Should the Federation staff member be required to travel during the support contract, and provided advance approval is given, the NS shall cover the costs of transportation and reasonable accommodation in accordance with Federation Staff regulations. Travel shall be arranged in consultation with the Federation's travel service.

The Federation staff member shall receive a per diem in accordance with Federation Staff regulations, at the expense of the NS, according to the Federation's standard rate applicable to the country of assignment for every night he/she is away from his/her normal place of residence to carry out services connected with the Logistics Technical Support. Per diem is provided to cover expenses related to meals and incidentals (for example tips, laundry and private phone calls).

### Fee

The NS shall pay the Federation a daily fee as outlined in Annex 4.- for a maximum of number of working days as specified in the TOR.

If travel is included within the Logistics Technical Support contract, the number of approved days travelled and related per diem rates, plus any other expenses and accompanying receipts for which the Federation is seeking reimbursement, will be submitted with the final invoice to the NS.

## **Conditions of Service**

- (a) The Federation staff member shall neither seek nor accept instructions from any authority external to the Federation and the NS in connection with the performance of his/her services in connection with the logistics technical services provided.
- (b) The Federation staff member shall refrain from any action which may adversely affect the Federation or the NS and shall fulfil its commitments with the fullest regard for the interests of the Federation and the NS where such interests are communicated to the Federation.

### Warranties

Logistics support services are provided by the Federation in line with accepted standards of quality and professionalism. Where specific professional qualifications are required, the Federation shall ensure that the individual rendering the service possess such professional qualification. However, the

Federation makes no warranty as to the flawlessness of any advice or guidance provided in connection with the services.

## **Title Rights**

- (a) The NS shall be entitled to all property rights including but not limited to patents, copyrights and trademarks, with regard to material which bears a direct relation to, or is made in consequence of, the services provided to the NS by the Federation.
- (b) All materials prepared as well as, all data collected and processed in the course of the Federations work for the NS is the property of the NS. However the Federation may use any such materials and data for any purpose in accordance with its mandate.

### **Amendments**

No change in or modification to the terms of reference or the terms and conditions of any logistics support service shall be made except by prior written agreement between the Federation and the NS.

#### Annex 4

## **Schedule of Rates**

Table 1. shows the charges that will be applied for logistics services provided.

Table 1.

Ser.	Service	Location	Unit	Charge (CHF)
1	Receiving and Despatching relief items into and out of	Dubai	cbm /	14.13
	storage facilities from port of entry and port of despatch.		consignment	
2	Storing relief items in storage facilities	Dubai	cbm / month	6.15
3	Receiving and Despatching relief items into and out of	Panama	cbm /	13.00
	storage facilities from port of entry and port of despatch.		consignment	
4	Storing relief items in storage facilities	Panama	cbm / month	4.20
5	Receiving and Despatching relief items into and out of	Kuala	cbm /	13.00
	storage facilities from port of entry and port of despatch.	Lumpur	consignment	
6	Storing relief items in storage facilities	Kuala Lumpur	cbm / month	4.20
8	Mobilisation of items to an operation	All	consignment	No charge,
				service covered
				by Donor
				fundraising
9	Import and export services	All	transaction	on request

These charges are applicable for goods received, managed and despatched from the Regional Logistic Units and covers inbound port to outbound port transport of goods.

Table 2. shows the charges that will be applied for procurement services provided.

Table 2.

Ser.	Service	Procurement Value (CHF)	Charge (%)
1	Procurement of relief items and services.	To 50,000	4.5
		50,000 – 200,000	4.0
	Tendering, supplier selection, transportation, import, export	200,000 - 400,000	3.5
	and insurance and inspection as required.	400,000 - 1,000,000	3.0
		Over 1,000,000	2.0
2	Procurement services to purchase order.	To 50,000	4.0
	Tendering, supplier selection, to purchase order.	50,000 – 200,000	3.5
		200,000 - 400,000	3.0
		400,000 - 1,000,000	2.5
		Over 1,000,000	1.5

Charges are calculated on the value of the Purchase Order by slices. The first 50,000 CHF is charged at 4.5%, the next 150,000 CHF is charged at 4.0%, the next 200,000 CHF at 3.5% etc...

For example, on procurement with a value of 750,000 CHF the following calculation will be made:

(i)	50,000 CHF	at 4.5%	= 2,250 CHF
(ii)	150,000 CHF	at 4.0%	= 6,000 CHF
(iii)	200,000 CHF	at 3.5%	= 7,000 CHF
(iv)	350,000 CHF	at 3.0%	= 10,500 CHF

Total charge = 25,750 CHF

Table 3. Shows the charges that will be applied for logistics technical support.

Ser.	Service	Location	Unit	Charge (CHF)
1	Logistics technical support	ort All Quotation		rovided on request

	Annex 5	
	<b>Logistics Services Request</b>	
Logistics and Procurement Service Agreemer	15	ENM 01/03/07