2101 L Street NW

Suite 700

Washington, DC 20037

**MASTER SERVICE AGREEMENT**

**for**

**Warehousing Services for Pharmaceutical and Non-pharmaceutical items for FHI360**

**Agreement #**

This FHI 360 Master Service Agreement for Warehousing Services for Pharmaceutical and Non-Pharmaceutical items is between FHI 360, located at 2101 L Street NW, Suite 700 Washington, DC and \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, located at \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_.

**Term of Agreement**:

The term of this agreement is one year: **March 1, 2025 to February 28, 2026.** This agreement has an option to extend for additional terms, with written mutual consent of both FHI 360 and \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_. The services required and associated costs may be revised for the additional terms.

Extension of this agreement is based upon vendor’s performance in quality, service, and productivity. FHI 360 reserves the right to reconsider at any time if the services provided no longer match expectations in terms of quality, service and productivity.

**Scope of Services**:

The scope of services and associated costs are outlined in the \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ proposal for Warehousing Services for Pharmaceutical and Non-Pharmaceutical items within \_\_\_\_\_\_\_\_\_\_\_ premises, which is incorporated as Attachment I to this Agreement.

**GENERAL SERVICE REQUIREMENTS:**

1. **Location**: To ensure a swift response to crisis requests, FHI 360 prefers to have a warehouse located in Aden, specifically in the Khor Maksar area. The location should offer full accessibility to roads and accommodate large vehicles.
2. **Storage Capacity, Structural Conditions & Specifications**:

* Under the vendor's sole responsibility, the MSA holder will provide FHI 360 with a fully suitable warehouse space that adheres to international standards and meets the specific storage and management requirements for "Inventory" items. The service provider shall be responsible for the following:
* Provide warehousing facilities that comply with international standards for the storage of both pharmaceutical and non-pharmaceutical items.
* Include dedicated and specialized indoor, locked storage areas for high-value assets to ensure their security.
* To ensure security, the warehouse must have a well-maintained floor and roof. This provides protection from weather, dust, and pests, ensuring controlled conditions within the facility.
* Maintain proper ventilation, temperature control, and humidity monitoring systems, particularly for pharmaceutical goods that require temperature-sensitive storage.
* Ensure adequate lighting and fans are installed in dry storage areas to provide proper ventilation and visibility.
* Provide sufficient pallet racks and storage systems to ensure the safe and efficient organization of inventory items.
* Comply with all applicable local and international regulations for warehousing, especially for pharmaceutical items (e.g., Good Storage Practices (GSP), WHO guidelines).
* Ensure the facility is licensed and certified for the storage of pharmaceutical products, including cold storage if required.
* Maintain cleanliness and pest control measures to ensure items are stored in hygienic conditions.

1. **Security and Safety**

* Ensure 24/7 physical security and surveillance systems, including CCTV monitoring.
* Implement fire prevention and suppression systems, including fire extinguishers, smoke detectors, and alarms.
* Adhere to health and safety protocols to prevent accidents and contamination.
* The storage facility must comply with all applicable local health, safety, and environmental laws and regulations.

1. **Inventory Management& Handling and Distribution (If required-Optional)**

* Establish and maintain an inventory management system, including accurate record-keeping, stock tracking, and reporting.
* Conduct regular stock counts and provide FHI 360 with inventory status reports (weekly, monthly, or as requested).
* Manage inbound and outbound shipments, ensuring proper receiving, inspection, and dispatch procedures.
* Provide skilled personnel for loading, unloading, and handling items in compliance with industry standards.
* Ensure timely and accurate dispatch of items to designated locations upon FHI 360's request.
* Provide logistics support, including packing, labeling, and preparing items for shipping.

**SERVICE REQUIREMENTS AND SCHEDULE:**

|  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- |
| **#** | **Description** | **Bidder's proposal, Additional Services provided or included and Clarification** | **Unit of Measure** | **Qty** | **Cost** | **The Monthly estimated requirements of service:** |
| 1 | Provision of Storage Space Rental Service (temperature-controlled 15-25°C), including essential equipment such as thermometers, pallets, and hand jacks |  | M2 per Month | 1 |  | 500M2 |
| 2 | Provision of Storage Space Rental Service (Dry Storage) |  | M2 per Month | 1 |  | 200-400M2 |
| 3 | Provision of Storage Space Rental Service (Cold Chain 2-8) |  | M3 per day | 1 |  | 10 |
| 4 | Provision of inventory management Service: receiving, storing, handling and releasing of Items, including reporting (Storekeeper) |  | Unit | 1 |  | optional |
| 5 | Provision of laborers Service (Casual Workers) |  | Monthly | 1 |  | 1 |
| 6 | Provision of laborers Service (Casual Workers) |  | daily | 1 |  | 4 |
| 7 | Provision of laborers Service (Casual Workers) |  | hourly | 1 |  | 16 |
| Total | | | | |  |  |

**Permits / Licenses/Insurance**

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ and their employees shall secure and maintain in force all licenses and permits as are required by law. \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ must be licensed and insured and carry workmen’s compensation insurance. Certificates of insurance and bonding (when required) will be required to be submitted to the FHI 360.

**Terms of Payment**:

FHI 360 agrees to make payment Net 30 upon receipt of a valid invoice. Valid invoice shall provide, at a minimum, the following information:

* + Company name/address
  + Itemized list of charges
  + Issued by a duly authorized representative of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**Payment Disallowances/Suspensions**:

In addition to the requirements for submission of a proper invoice above, FHI 360 may withhold payment for the following:

* + Services rendered without proper authorization
  + Services rendered at improper rates
  + Utilizing improper partners, personnel or outsourced vendor
  + Incorrect rates/materials/ penalties (including fines or taxes improperly assessed)
  + Failure to submit invoices within 90 days of task completion.

**Accounting Standards, Examination of Records and Audit**:

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ shall keep accurate and systematic accounts and records with respect to the services provided, in accordance with accepted accounting principles which identifies all relevant item charges. FHI 360 or its designated representative up will be authorized up to one year after the termination of this Agreement, to inspect the records and make copies as well as have them audited by FHI 360 auditors.

**Termination**:

Either party may, by written notice to the other party, terminate this Agreement at any time. Two weeks written termination notice is required from either party.

**Modification:**

Any changes under this Agreement required written approval of both parties.

**Governing Law**:

This Agreement will be governed and construed in accordance with the laws of the District of Columbia. In all undertakings pursuant to this Agreement, \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ shall comply with all applicable laws and regulations.

**Independent Contractor**:

The relationship of FHI 360 and \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ established by this Agreement is that of independent contractor, and nothing contained within this Agreement shall be construed to (a) give either party the power to direct or control the day-to-day activities of the other, or (b) constitute the parties as partners, joint-venturers, co-owners or otherwise as participants in a joint understanding. Accordingly \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ shall be responsible for the payment of all taxes arising out of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ activities in accordance with the Agreement, including, by way of illustration but not limitation, federal, state, regional and local income tax, social security tax, unemployment insurance taxes, and any other taxes or business license fees as required, but excluding any applicable sales, use or similar tax. \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ represents and warrants that no payment is due or shall become due to any third party (other than as set forth above) in connection with \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ performance of services pursuant to this Agreement. Each party shall be solely responsible for and shall indemnify and hold the other party free and harmless from any all claims, damages or caused of actions (including the indemnified party’s reasonable attorney’s fees) arising out of the act of the indemnifying party’s employees or agents.

**Terrorism**:

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ agrees and certifies that \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ is not in violation of and will take all necessary actions to comply with Executive Order No. 13224 on Terrorist Financing blocking and prohibiting transactions with persons who commit, threaten to commit, or support terrorism.

**Force Majeure**:

Neither party shall be held responsible for any delay or failure in performance of any part of this Agreement, to the extent such delay or failure is caused by fire, flood, explosion, war, strike, embargo, government requirement or action or inaction, civil or military authority, act of God, or other similar causes beyond its control (“force majeure conditions”). If any force majeure condition occurs, the party delayed or unable to perform shall give immediate notice to the other party, stating the nature of the force majeure condition and any action being taken to avoid or minimize its effect. The party delayed or unable to perform may elect to: (1) terminate this Agreement subject to payment of services received and accepted, or (2) suspend this Agreement for the duration of the force majeure condition. Once the force majeure condition ceases, the parties may, upon mutual performance up to the length of time the force majeure condition endured. Unless written notice is promptly given, at the time of the party delayed or unable to perform becomes aware of the force majeure condition, the Agreement shall be deemed to continue in full force and effect.

FHI 360 and \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ hereby execute this agreement in accordance with the foregoing terms and conditions.

**For FHI 360: For** **\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

Signature: Signature:

Karen Bassich

Printed Name: Printed Name:

Associate Director, Procurement

Title: Title:

Date: Date: