

TERMS OF REFERENCE  
COLD CHAIN MANAGEMENT SERVICES FOR CORONAVIRUS DISEASE 2019  
VACCINES

I. PROJECT DESCRIPTION

1. For purposes of the Quezon City-Local Government Unit (QC-LGU) Coronavirus Disease 2019 (COVID-19) Vaccination Program, this Terms of Reference (TOR) shall cover the Cold Chain services for One Million One Hundred Thousand (1,100,000) doses at 34 pesos per dose of Coronavirus 2019 Vaccines which are to be stored by the Service Provider at 2°C to 8°C.
2. The approved budget for the Cold Chain Services is Thirty Seven Million Four Hundred Thousand Pesos (PHP37,400,000.00).

II. WAREHOUSING REQUIREMENTS

1. The Service Provider shall implement good practices as specified in the Guidelines for the Storage of Essential Medicines and other Health Commodities by virtue of DOH Administrative Order No. 2013-0027 dated 02 October 2013 entitled: *"Adoption and Implementation of the World Health Organization Annex 5 Guide to Good Distribution Practices (GDP) for Pharmaceutical Products, and Annex 9 Guide to Good Storage Practices for Pharmaceuticals"*
2. The Service Provider shall adopt and implement the World Health Organization (WHO) Technical Report Series No. 961, 2001, Annex 9, Providing the Model Guidance for the Storage and Transport of Time and Temperature-sensitive Pharmaceutical Products and WHO Technical Series No. 992, 2015, Annex 5 Technical Supplements to Model Guidance for the Storage and Transport of Time- and Temperature-sensitive Pharmaceutical Products and Annex 9 Model Guidance for the Storage and Transport of Time and Temperature-sensitive Pharmaceutical Products.
3. The Service Provider shall have a warehouse that can handle the temperature requirement of 2°C to 8°C for the One Million One Hundred Thousand (1,100,000) doses of COVID-19 vaccines.
4. The Service Provider shall provide regular inventory reports and total inbound and outbound inventory every week and at the end of the month of all the COVID-19 vaccines in its warehouse to the QC-LGU.
5. The building of the storage facility shall exclusively be for pharmaceuticals products; other products such as food and other non-health products should not be co-stored inside the premises of the storage facility; heavy equipment such as forklift and other carrying equipment should not be used for food and other non-health products in handling the COVID-19 vaccines payload.
6. The warehouse of the Service Provider shall be equipped with redundancies (e.g. *back-up power source, back-up cooling system*) to avoid temperature fluctuations in the event of power interruptions or any equipment malfunction. The said warehouse should also be equipped with automated temperature monitoring devices that adequately monitor the room temperature and humidity of the entire warehouse according to the temperature requirement of the aforementioned COVID-19 vaccines.

7. The Service Provider shall provide a list of personnel who will serve the following position and stipulated roles and responsibilities in accordance to DOH Warehouse Operations Manual (WOM):
  - One (1) Warehouse Supervisor preferably a pharmacist with experience in cold chain storage
  - Two (2) Warehouse Keeper
  - Two (2) Warehouse Helper
  - Two (2) Forklift Operator
8. The Service Provider shall provide in the warehouse compound an office table and computers with internet connection, one (1) office shelf and one (1) printer for the use of the QC-LGU's representative who will update the QC-LGU's stock card, bin cards and inventories.
9. The Service Provider shall have an accessible and clean restroom for male and female located separately from the warehouse itself with provision of running water/ water supply.
10. The Service Provider shall direct the assigned warehouse personnel to immediately report within 8 hours from any incidence of breakages, damages, losses and other deviation to QC-LGU (initially thru Email, to follow the copy of original signed report with photographs). The Service Provider shall be responsible for any losses or damages while the goods are in their possession and control.
11. The Service Provider shall grant the representative of QC-LGU access to its warehouse upon the latter's request.
12. With twenty-four (24) hours' notice, the Service Provider shall entertain the delivery/pull out of commodities stored in the warehouse during weekdays (Monday to Friday) and during office hours (8:00am to 5:00pm) but should be flexible enough to extend beyond office hours and during weekends and holidays if deemed necessary due to unavoidable circumstances.
13. The Service Provider shall operate the warehouse and accept transactions during emergency/disaster/calamity (including Saturday, Sunday and Holiday/s).
14. The Service Provider shall provide at least eight (8) 24/7 functioning security CCTV cameras strategically located at the different critical locations of the warehouses (entry/exit points and inside of the warehouse) with Transport Video Interface (TVI), 5MP, data storage for at least 1 month and provide the QC-LGU the monthly record/ back-up.

Number of CCTV	Location
1 CCTV Camera	All access points (Gates/Passageways/ Paths). Additional Cameras for each additional access points.
1 CCTV Camera	Paths/ Access Roads leading to the Warehouse Access points
1 CCTV Camera	Guard Station
1 CCTV Camera	Cross Dock/ Loading Area

4 CCTV Cameras	Strategic Location around the warehouse (corners/ blind spots)
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15. The Service Provider warehouse shall be manned 24/7 by at least one (1) security personnel who shall render duty every 12-hours.
16. The Service Provider warehouse must have ample access for the maneuverability of delivery vehicles.

17. Must have the following equipment:

Item	Unit	Quantity
Forklift	Unit	1
Trolley	Pieces	4
Ladders	Pieces	2
Jack lift/ Pallet truck	Pieces	3
Vacuum	Pieces	2
First Aid Kit	Pieces	1
Fire Extinguisher (ABC/ Powder)	Pieces	1 per 1,000sqm
Reflective vest	Pieces	20 pieces for warehouse staff and visitors
Hard Hat	Pieces	10
Protective shoes	Pieces	10
Warehouse gloves	Pair	10

18. Must have available standard pallets for the proper handling and storage of the COVID-19 vaccines.

### III. HAULING AND DISTRIBUTION SERVICES

#### 1. Preparation and Packaging

- a. The Service Provider shall provide ready-to-use passive thermal packaging Systems (with preconditioned and staged refrigerants; and assembled with data loggers installed) that will be used in transporting COVID-19 vaccines and others as needed based on manufacturing requirements. The Service Provider shall equip each and every thermal packaging system with Electronic Data Loggers. The thermal packaging system must be for use in shipping COVID-19 vaccines requiring 2°C to 8°C storage temperature.
- b. The Service Provider shall provide and use operational thermal packaging system for COVID-19 vaccines that require 2°C to 8°C and is capable of passively operating for 96 hours.
- c. The Service Provider shall observe proper cold chain procedures under the supervision of the QC-LGU assigned personnel. The Service Provider shall provide adequate manpower during pick-up and loading of COVID-19 vaccines at the warehouse of the COVID-19 vaccine distributing entity (Department of Health) and unloading, unpacking and storage of goods at the COVID-19 vaccination facility identified by QC-LGU.

## 2. Distribution & Transport Services

- a. The Service Provider shall ensure that the temperature requirements of the COVID-19 vaccines and health commodities are complied with when transporting from Service Provider's designated warehouse to the QC-LGU specified delivery location.
- b. The Service Provider shall provide labels, signages, warning on the outer packaging of its thermal packaging system.
- c. The Service Provider shall inform the QC-LGU of the departure time of the delivery of COVID-19 vaccines, the expected time of arrival (ETA) of the said delivery to the COVID-19 vaccination facility identified by QC-LGU.
- d. The Service Provider shall ensure that the goods are picked up at the Service Provider's Warehouse and delivered to the COVID-19 vaccination facility identified by QC-LGU or vice versa (door-to-door) during office hours from 8:00am to 5:00pm - Monday to Friday only, except for emergency and special arrangement mutually agreeable by all concerned.
- e. The Service Provider shall use the shortest route directly to the COVID-19 vaccination facility identified by QC-LGU in transporting COVID-19 vaccines.
- f. The delivery lead time from the time of pick-up, items must be received by the COVID-19 vaccination facility identified by QC-LGU or vice versa is within twenty-four (24) hours from the time of pick-up. Cold chain must be maintained until receipt by recipient COVID-19 vaccination facility identified by QC-LGU.
- g. The Service Provider shall provide reefer van or refrigerated vehicles during delivery of COVID-19 vaccines.
- h. The Service Provider must have geographical familiarity of COVID-19 vaccination facilities identified by QC-LGU and should have up to date Global Positioning System (GPS) mapping of routes to ensure efficient delivery of commodities.
- i. The Service Provider shall have GPS in each vehicle. The GPS system on board while on travel for real time tracking system of delivery of COVID-19 vaccines.
- j. The Service Provider shall be responsible for any losses or damage while the goods are in their possession, safekeeping, in control/or in-transit until the vaccines has been received and confirmed by the COVID-19 vaccination facility identified by QC-LGU after inspection to be complete in quantity and in good condition.
- k. The Service Provider shall ensure that the said temperature requirement will be maintained even in times of calamities, disaster, typhoon or any other calamities.

- l. The Service Provider shall coordinate with the appropriate government office on security concerns during transport of the COVID-19 vaccines.
  - m. The Service Provider must have risk coverage with insurance policy in effect with QC-LGU as the beneficiary indicating amount of coverage; It shall present insurance policy issued by a reputable insurance company with the following coverage:
    - Damages and/or losses due to acts of nature.
    - Shall include insurance coverage for the handling of goods for delivery to destination(s) specified by the QC-LGU.
  - n. In case of rejected COVID-19 vaccines by recipient COVID-19 vaccination facility identified by QC-LGU during delivery, the Service Provider shall return the rejected COVID-19 vaccines to the COVID-19 vaccine manufacturer's designated warehouse. Rejected commodities shall be recorded as "Returns".
3. **Services upon receipt at destination**

- a. The Service Provider shall assist in unpacking, checking, counting and put-away to the assigned storage of the recipient COVID-19 vaccination facility identified by QC-LGU.
- b. The Service Provider shall ensure that each recipient COVID-19 vaccination facility identified by QC-LGU shall inspect the contents of the package based on the Property Transfer Report (PTR) prior to signing it. Thus, the Service Provider shall give the recipient ample time to inspect and verify the commodities being delivered. A completed delivery should have the following elements:
  - Delivered to the correct recipient to be provided by QC-LGU;
  - Delivered within the specified lead time;
  - Contents are in accordance with the specifications in the PTR (e.g. name of vaccine, quantity, expiry date, and batch number);
  - No physical damage in the contents; and
  - PTR properly signed by the recipient and with remarks as necessary.
- c. The Service Provider shall ensure that cold chain management protocols are strictly observed.
- d. In the event that the recipient does not have the capacity or facility to store the vaccines at the prescribes temperature ranges; thermal packaging systems must be left behind for subsequent collection to preserve the integrity of the COVID-19 vaccines for a maximum of three (3) days; reactivation by replenishing refrigerants is part of the service and managed by the Service Provider.



#### 4. Tracking, Reports and Reporting Schedule

- a. The Service Provider must have a 24/7 web-enabled and browser/web-based tracking and reporting system:

The system should be able provide QC-LGU 24/7 access to data on delivery routes, delivery schedule, actual dispatch synchronized with transportation regular delivery route frequency.

- b. The Service Provider shall provide QC-LGU with an Application Program Interface (API) for monitoring of real time status of logistics.
- c. The Service Provider shall receive and stamp an original and two (2) copies of PTR from warehouse.
  - Original of PTR will be submitted to QC-LGU;
  - After the delivery has been successfully completed, one (1) copy of PTR will be retained by the recipient COVID-19 vaccination facility identified by QC-LGU as basis to record the delivery;
  - One (1) copy of PTR will be retained by Service Provider
- d. All accomplished copies of the PTR with appropriate acknowledgement / markings with the photographs of the authorized person receiving the COVID-19 vaccines shall be submitted to QC-LGU within ten (10) working days.
- e. The QC-LGU reserves the right to request additional reports based on the newly developed templates during contract implementation once it sees fit or deems it necessary.

#### IV. INFORMATION TECHNOLOGY SERVICES

At no additional cost the Service Provider shall make available the following Information Technology Services.

##### 1. Supply Chain Management for QC-LGU

- a. Online ordering and allocation platform of the COVID-19 vaccine for QC-LGU to submit its requirements and for Service Provider's Warehouse to receive said requirements in real time;
- b. Inventory monitoring and reporting at site level;
- c. Consumption reporting.

##### 2. Patient Support

- a. Registration, pre-assessment, booking and scheduling of vaccination at patient level;
- b. Digital forms, fill-up and submission;
- c. Patient capability to authenticate the COVID-19 Vaccine via Service Provider's Information Technology solution;
- d. Digital passports to record COVID-19 vaccine details (supplier, batch number and/or lot number), vaccination details, tracking of doses;
- e. Issuance of authentic and verifiable digital COVID-19 vaccine certificates that can be presented when travelling in addition to any manually issued National Government COVID-19 vaccination cards;

- f. Second dose management to ensure timely scheduling and that the same COVID-19 vaccine brand will be administered for the first and second dose.

3. Immunization Administration Reporting Compliant with Fast Healthcare Interoperability Resources 4.0 (FHIR 4.0) standards

- a. COVID-19 Vaccine Code, manufacturer, lot number, dose, series dose;
- b. Patient information, eligibility;
- c. Location, date/time, expiration date, site, route, performer;
- d. Adverse reaction

4. Dashboard

- a. Dashboard for QC-LGU use with Executive view at City level and drill down to COVID-19 vaccination facility identified by QC-LGU;
- b. Customizable reports to support QC-LGU in managing, tracking and controlling the vaccination program.

V. TERMS OF PAYMENT

- 1. QC-LGU shall be billed thirty (30) days after delivery to the COVID-19 vaccination facility identified.
- 2. QC-LGU shall verify the billed amount against the original PTR of delivered COVID-19 vaccines.

VI. DURATION OF SERVICE

The duration of service from Notice to Proceed shall be until December 31, 2021.

VII. PENALTIES FOR BREACH OF CONTRACT

Failure to deliver the services according to the standards and requirements set by QC-LGU shall constitute an offense and shall subject the Service Provider to penalties and/or liquidated damages pursuant to R.A. 9184 and its Revised Implementing Rules and Regulations (Revised IRR).

VIII. CONFIDENTIALITY OF INFORMATION

In the course of the collaboration, both parties may come across confidential information such as those respecting both Parties' operations, a database of assets and personally identifiable information of stakeholders, and other valuable information, data, and knowledge that have not been disclosed by both Parties publicly or not derivable from websites and publication; hence, both parties agree to maintain at all times, even after the expiration of this understanding, the strict confidentiality of said information.

The "Disclosing Party" is the part disclosing certain confidential and/or proprietary information to the "Receiving Party".

Unless otherwise specified in writing, all confidential information, including copies thereof, remain the property of the Disclosing Party.

Immediately upon request of the Disclosing Party, or within thirty (30) days from the date of termination or expiration, the Receiving Party agrees to cease using

the confidential information and to return all copies of confidential information, including copies that have been converted to computerized media in the form of image, data or word processing files either manually or by image capture, based on or including any confidential information, in whatever form of storage or retrieval. Any and all reproduction and iteration, digital or analogue, of confidential information, including personal copies, shall be destroyed by the Receiving Party immediately upon the request of the Disclosing Party for any reason deemed valid by the Disclosing party or, if after exhausting all reasonable measures, the return of confidential information is not possible. The Receiving Party will not retain any copies, extracts or other reproductions in whole or in part of such material in any medium whatsoever.

#### IX. DATA PRIVACY

Each Party shall, in accordance with Republic Act 10173 otherwise known as the Data Privacy Act of 2012, ensure that appropriate organizational, physical, and technical measures are in place to maintain the confidentiality, integrity and security of all personal data that may come to its knowledge or possession by reason of any provision of this Agreement and that its employees, agents, representatives, or any person acting under its authority shall hold personal information under strict confidentiality at all times.

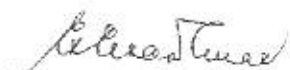
At the end of this Agreement the receiving party of confidential information shall execute an affidavit affirming that the data received has been destroyed in compliance with Republic Act 10173.

#### X. TERMINATION OF CONTRACT

Should there be any dispute, controversy or difference between the parties arising out of this Terms of Reference, the parties shall exert efforts to amicably settle such dispute or difference. However, if any dispute, controversy or difference cannot be resolved by them amicably to the mutual satisfaction of the parties, then the matter may be submitted for arbitration in accordance with existing laws, without prejudice for the aggrieved party to seek redress exclusively before a court of competent jurisdiction within Quezon City.

The guidelines contained in R.A. 9184 and its Revised IRR shall be followed for purposes of termination.

#### RECOMMENDING APPROVAL:



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