

**RFP/HCR/CXB/2024/006- ESTABLISHMENT OF A FRAME AGREEMENT FOR THE
PROVISION OF CUSTOMS CLEARANCE, AND FREIGHT
FORWARDING/TRANSPORTATION SERVICES FOR UNHCR OPERATIONS IN
BANGLADESH.**

ANNEX A - TERMS OF REFERENCE (TOR)

I. BACKGROUND AND OBJECTIVE

The United Nations High Commissioner for Refugees (UNHCR) in Bangladesh intends to enter into a Frame Agreement with one or more Contractors for the provision of Customs Clearance and Freight Forwarding Services.

The objective of this request for proposal (RFP) is to hire a registered, professional, and dedicated Contractor(s) of Customs Clearance and Freight Forwarding Services for the UNHCR operation in Bangladesh. Any resulting contract (hereinafter called “the Contract”) shall be non-exclusive.

The Frame Agreement (FA) will be for an initial duration of two (2) years, with the possibility of extension of one (1) year, in total three years (2+1), subject to satisfactory performance of the Contractor and UNHCR requirement for the provision of the Services.

The required Services are to be provided in the following lots:

- **Lot 1 - Provision of customs clearance services;**
- **Lot 2 - Provision of freight forwarding/transportation services**

Interested bidders are invited to bid either for the whole range of services (Lot 1 and Lot 2) described in detail in the following sections or for any of the three lots (Lot 1 or Lot 2). While bidders are encouraged to offer all the Lots if it is in their capacity, the Lots will be evaluated separately and independently, and the contract for each Lot will be awarded to the bidder that submitted the most responsive proposal for the particular Lot.

1. Overview of Services

The Contractor shall provide on a priority basis the following services (in full or in part):

- 1.1. As and when requested by UNHCR, facilitate customs clearance, transportation, freight forwarding, and related services from the point of entry in Bangladesh to the point of destination as specified in the forwarding information or in writing by UNHCR.
- 1.2. Manage the entire logistical functions from any of the designated points of entry to Bangladesh to the UNHCR-designated point of final destination. This will include all necessary vehicles, equipment, handling services (including but not limited to packing/unpacking operations, use or lease of equipment required for loading/offloading, stuffing/unstuffing of containers), warehousing facilities, qualified personnel, expertise and other means necessary to perform the Services, and related services in accordance with best commercial practices.
- 1.3. Manage the inland/sea transport of goods to/from the point of loading to the consignor as annotated on the waybill by UNHCR.

- 1.4. Aside from UNHCR shipments, the Contractor may be called upon for the customs clearance and transportation (if necessary) of personal effects of UNHCR staff, for the purpose of relocation or other purposes.
- 1.5. All written communication shall be in English, be it communication by email or letter.

2. The main commodities related to Customs Clearance, Transportation and Freight Forwarding Services are, but will not be limited to:
 - IT equipment e.g., computers and printers
 - Telecommunications equipment
 - Motor vehicles
 - Generators
 - Hygiene Kits
 - Emergency shelter items, e.g., blankets, plastic sheeting, buckets, tents, etc.
 - Water and sanitation supplies and equipment
 - Assembled housing units, rubhalls/prefabricated warehouses.
 - Medicines and medical items
 - Any other commodities/ relief items required for UNHCR to discharge its own mandate

II. SCOPE OF SERVICES

A. PRE-CONDITIONS

The Contractor is required to meet the following qualifications – as applicable for the concerned Lot:

- i. The Contractor must have sufficient capacity to cover the required Services; e.g., extensive customs clearing expertise, warehousing facilities and transportation vehicles/equipment.
- ii. The Contractor must have an extensive network (or agents therewith) within the country, at the designated ports of cargo entry all the way to the points of delivery, as specified by UNHCR.
- iii. Be knowledgeable and familiar with relevant customs regulations, especially those applicable to import by humanitarian organizations.
- iv. The Contractor must be Authorized/Certified/Registered/Licensed to provide the Services in Bangladesh at the ports of entry, customs bonded warehouses and freight forwarding locations.
- v. The Contractor acknowledges that they hold all mandatory official authority permits and licenses for Customs clearance and Transport Services necessary for performing the services under this Contract.
- vi. The Contractor shall remain on call at any time required and provide one or more points of contact with which to initiate urgent requests,
- vii. Evidence of managing contract with comparable international organization or similar entities, including a description of the services rendered and the management plan implemented.
- viii. The Contractor shall perform the mentioned Services under the contract as and when requested by UNHCR on a priority basis throughout the contractual period.
- ix. The Contractor shall provide the necessary equipment, facilities, qualified personnel, expertise and other means necessary to perform the customs clearance, and transportation services in accordance with the best commercial practice.
- x. The Contractor shall advise on better conditions or options available to UNHCR, such information may regard tariffs, carriers, etc.
- xi. The Contractor shall be aware of international conventions and local laws with regard to:
 - a) Carriage of goods by sea
 - b) Carriage of goods by air
 - c) Carriage of goods by land (within Bangladesh and the region)

- xii. The Contractor shall immediately keep UNHCR abreast of any changes in policies, rules and regulations related to customs clearing and freight forwarding.

Note: UNHCR may request the Contractor to have access to remote locations.

LOT 1: PORT OF ENTRY CUSTOMS CLEARANCE

CUSTOMS CLEARANCE REQUIREMENTS

- i. The Contractor shall on behalf of UNHCR be responsible for the customs clearance, release, handling, receipt, storage, and reporting of UNHCR shipments at the following ports of entry (see item ‘ii’ below). The Contractor shall ensure cargo is cleared correctly and in a timely manner while avoiding any actions that may result in potential delays or costs.
- ii. Below are the ports of entry, through which UNHCR shipments will pass. Additional ports of entry may be added during the course of this contract.
 - a) All international Airports in Bangladesh
 - b) All Seaports in Bangladesh
 - c) Dry ports in Bangladesh (If any)
- iii. For each shipment, UNHCR shall provide the Contractor with shipping documents giving a description of the shipment, the UNHCR Purchase Order reference number and relevant supporting documentation for customs compliance, such as invoices, packing lists, certificates of origin, bills of lading, air waybills, duty and tax exemption certificates, the name and address of the recipient, terms of delivery, and method of transport (road, rail, sea and air), shipping marks, special handling instructions and other pertinent details. Omission of any of the foregoing information shall not diminish the Contractor's responsibilities under this Contract.
- iv. The shipping documents shall indicate the expected location and delivery date so that the Contractor can coordinate receipt and delivery of goods (if needed) upon receipt of the shipping documents.
- v. The Contractor shall prepare all necessary customs documentation based on UNHCR standard instructions, particulars in the shipping documents and all laws and regulations as dictated by the nature of the goods.
- vi. For each UNHCR shipment, the Contractor shall obtain signed and stamped:
 - a) Custom clearance certificates
 - b) Release Notice/order as relevant
- vii. The Contractor shall remit payment for all port and any other third (3rd) party charges as required.
- viii. The Contractor shall, on behalf of UNHCR, obtain and provide the following documents to the port authority to obtain a release order:
 - a) Customs clearance certificate
 - b) Shipping agent release notice
 - c) Receipt for port charges remitted (originals)
- ix. The Contractor shall undertake all other related activities required for the clearance of UNHCR consignments, including posting of customs bonds to facilitate prior release of the consignment.
- x. The Contractor shall advise on changes in Government policy and its respective departments relating to clearance and forwarding of consignment. If the directive or office order introducing changes in the regulations related to import or custom duty tax or fee, is issued by government authority in Bengali language, the Contractor is responsible for translating the Government document in English and share with UNHCR.
- xi. The Contractor shall generate and provide daily pipeline shipment report or on demand for all consignments under their clearance.

- xii. The Contractor shall promptly inform UNHCR for the purpose of prior approval of any situation under the Contract, which might impose additional financial obligations on UNHCR.
- xiii. The Contractor shall provide attendance at Customs Physical verification, at a required time and relevant point of entry;
- xiv. The Contractor shall provide handling and temporary storage.
- xv. The Contractor shall undertake loading from containers into trucks after custom process is over, and advice on most efficient and effect mode of transport (Type of Truck and capacity) in order to get the best value for UNHCR.
- xvi. The Contractor shall provide transportation services of the cleared goods (including cold chain items) based on DAP, from the port of entry (sea or air) to DAP, DAP Noakhali area (Chairman Ghat), DAP UNHCR Warehouse in Uttaran – Cox’s Bazar, DAP Kutupalong / Ukhiya area and DAP Nayapara/Teknaf area, excluding offloading at all locations. The shipment modalities shall be (i) open/covered trucks (0-10MT) and cold chain trucks (up to 3MT).
- xvii. The Contractor shall perform all coordination duties necessary in connection with customs clearance, handling, and movement of cargo between the port, customs representatives, UNHCR representative, and air/sea freight operational units.
- xviii. The Contractor shall ensure that the number of pieces, dimensions of each piece, the description of items, the packing, and the gross weight and markings are in accordance with the information contained in the shipping documents submitted by UNHCR.
- xix. Custom clearance is expected to be completed within 2-3 days of the arrival of the consignment in Bangladesh for air shipments; and within 3-5 days of the arrival of the consignment in Bangladesh for sea shipments. For humanitarian urgencies or emergency situations, UNHCR may request shipments to be cleared within 1 -2 working days of arrival.
- xx. If there is any issue of wrong Import General Manifest (IGM) submission by airlines or by the shipping agents, then the Contractor is expected to follow up and liaise with the respective origin and local offices to resolve the matter the earliest possible so that the customs clearance process is not delayed.
- xxi. For the case of full airlifts, the Contractor will pursue with the relevant authority to obtain the waiver for the storage charges related to the humanitarian consignments.
- xxii. In the case of any loss, shortage, damage, or deterioration of the goods is found or detected by the Contractor, they shall take delivery of the said goods only after obtaining the required certificate/report from the concerned authorities and informing UNHCR of the matter forthwith.
- xxiii. The Contractor shall be fully responsible for proper and safe handling, carrying, and storage of the goods and shall keep safe custody of the same on behalf of the UNHCR till further instructions. The said goods shall remain under the Contractor’s charge during that period.
- xxiv. For incoming shipments either by sea or by air, UNHCR shall provide the Contractor with relevant Shipping documents (in case of international deliveries):
 - Bill of lading or non-commercial waybill for sea freight cargo;
 - Packing list;
 - Non-Commercial invoice;
 - Duty-free document granted by the Authorities in Bangladesh,
 - Special instruction: in transit or to be stored in any of the warehouses or to be delivered to field locations in Bangladesh as specified by UNHCR.
 - The Contractor shall check all consignments received and verify completeness and conformity to Purchase Order instructions with regard to the number of packing units, packing, marking, and documentation.
 - Any discrepancies shall be notified to the concerned UNHCR office within one (1) week.

Time Demurrage (container)

- i. The Contractor shall be able to monitor 'still standing' containers and notify UNHCR offices three (3) days prior to the expiration of the established free time.

LOT 2: TRANSPORTATION SERVICES

- i. The Contractor is required to provide freight forwarding (transportation) of shipments to inland locations described in the tender Annex B (Financial Offer Form). The UNHCR does not guarantee any minimum volume of shipments to be handled by the Contractor.
- ii. The Contractor is to have established offices, sub-offices, and/or representatives available at every registered customs house, free zone area, and customs bonded area. Equipment and workforce for handling, loading, offloading goods, and other services must be available when/if needed. Names, locations, and full addresses of agents and offices in Bangladesh (in locations specified in this ToR) are to be provided.
- iii. UNHCR Cargo shall not be transported together with commercial cargo.
- iv. The transport services are required on an urgent and regular basis: availability of trucks is of paramount importance at a maximum of 48 hours' notice to preposition; and at a maximum of 24 hours' notice or less during emergencies.
- v. Sub-contractors will not be allowed unless otherwise formally authorized by UNHCR. Any proposal for subcontracting must be indicated in the bidder's proposal. All contracts and payments however will only be solely made in the name of the Contractor.
- vi. The Contractor should have sufficient licenses to work and conduct day-to-day transactions and operations for UNHCR across all Bangladesh customhouses, free zones, and bounded areas. The company must also be able to operate in other locations in Bangladesh according to UNHCR's needs.
- vii. The company must have available upon request a sufficient number of trucks when needed. The vehicles utilized are to be invoiced according to the size, weight, and capacity taking into consideration the suitable vehicle to be used for delivery to ensure full utilization of the vehicles. The use of trucks must be streamlined with the actual shipments, in aspects of dimensions, weight, and commodity thermal status, any submission of charges against deliveries made without considering those factors may result in delays and/or rejection of the amount said to be charged.
- viii. The bidder shall submit proof of valid insurance coverage (vehicles, passengers, cargo) and all applicable road permits as well as the vehicle roadworthiness certificates.
- ix. In case of a breakdown of a vehicle, the Contractor must arrange a replacement vehicle for the transport, and the recovery time must not result in any delay on top of the previously agreed delivery lead time. The costs associated directly or indirectly with such replacement vehicle cannot be invoiced to UNHCR, the Contractor will bear all costs related to the replacement vehicle.
- x. Upon receipt of the shipping documents from UNHCR stating the date, final destination, and any special handling or packing instructions, the Contractor shall organize their local office or its local freight forwarding agent to provide transportation services.
- xi. Upon delivery of consignments to the UNHCR Office, an acknowledgment receipt (GRN - Goods Receiving Note) shall contain:
 - a. The PO (Purchase Order) number, the quantity both in packing units and pieces, and the description of goods received and the date received;
 - b. The relevant bill of lading/air waybill/CMR number for international shipments or the waybill/delivery note number for domestic consignments
 - c. The name of the supplier and condition of the goods received, including details as to whether the goods' packaging was damaged.

- d. The name, title/designation, and signature of the authorized UNHCR representative. The Contractor must include a copy of such acknowledgment receipt with all documentation provided in support of the invoiced claim submitted by the Contractor in connection therewith.
- xii. The Contractor must be prepared to coordinate transportation for freight in open/covered trucks of 0-10 MT capacity; palletized and loose cargo, and any other conditions requested by UNHCR.
- xiii. Collect and deliver cargo from/to UNHCR locations, if required;
- xiv. The Contractor shall exercise due diligence to detect any unaccustomed or unusual shipment of goods, such as possible duplicate shipments, sudden increase or decrease in volume to a destination, etc. Such occurrence shall be communicated to UNHCR immediately upon detection.
- xv. The Contractor shall perform expeditiously with the UNHCR's assigned suppliers, to ensure goods are picked up and transported without delay.
- xvi. By nature of the humanitarian cargo to be moved by UNHCR, time is of the essence. The Contractor shall ensure that every consignment is dispatched without delay and that every consignment reaches its destination within the normal period acceptable for the particular route and mode of transport involved.
- xvii. Standard transit times on each active transportation task will be established and monitored.
- xviii. For emergency shipments, 24-hour / 7 days a week support shall be required from the Contractor to ensure immediate dispatch upon readiness of goods.
- xix. The Contractor is entitled to choose between customary routes to the nearest port with a departure to the destination within the time limits set forth above. UNHCR will not accept additional costs for cross-border pre-carriage (e.g., to another country of departure) unless agreed in writing in advance. UNHCR must be quoted transport costs from the collection point to the port of departure in advance and all outlays for pre-carriage are to be substantiated by a copy of the original invoice from sub-contractors of the Contractor when the freight invoice is presented.
- xx. The Contractor must select only "the next suitable regular scheduled vessel with due consideration to the best possible transit time. In the event, that a departure is canceled, or cargo is not being loaded due to backlog or other reasons, UNHCR has to be informed immediately of the reasons for the cancellation/delay/non-loading and proposed alternative/revised departure.
- xxi. Any additional requirements regarding arrival times will be stated in the Purchase Order/Forwarding Information. These shall be observed unless unavoidable and communicated in writing to the defined contact point at UNHCR, before delivery.
- xxii. The Contractor also shall provide and maintain status reports which shall include information on all major steps relative to the goods and their movement, including the date of arrival of the consignment in the country, and an updated estimated date of clearance and delivery (if necessary). This reporting must be sent daily, weekly, and monthly regarding all goods transported from warehouses to warehouses or camps along with scanned copies of Waybills and receipts sent to the UNHCR Senior Supply Officer and team.
- xxiii. The Contractor must be prepared to handle transportation of temperature-controlled commodities with temperature-controlled freight; palletized and loose items, and any other conditions requested by UNHCR, excluding obnoxious materials that UNHCR does not handle, across designated locations in Bangladesh as per Annex B – Financial proposal form. UNHCR does not guarantee any minimum volume of Shipments to be transported by the Service provider.
- xxiv. Upon receipt of formal loading instructions from UNHCR, The Contractor rapidly deploys the required Vehicle(s) at the designated loading point preferably within 24 hours. The vehicle(s) should have a well-equipped temperature-controlled system to ensure a consistent temperature range between below 8°celcius to 2° Celsius.

Designation of other Carriers/Transporter

UNHCR reserves the right to designate other freight forwarders and routing whenever necessary and to negotiate directly with the freight forwarders. Whenever deemed necessary by UNHCR, the Contractor will be informed accordingly of such negotiations which will be used solely for the benefit of UNHCR.

PLEASE NOTE: Detailed information on inland transportation including destination is available in Annex-B (The financial offer form).

Delivery locations:

The Contractor should always have a focal point and assigned supervising agent for receiving the items in good shape. A notification should always be sent to the person in charge at the delivery location in advance, to prepare to accept such shipments at the locations designated by UNHCR.

Loading:

The Contractor will be responsible for loading and offloading the goods at the Air/Seaport.

III. ADDITIONAL SERVICES AND CONDITIONS RELATED TO ALL LOTS

Key Personnel

- i. Management and Liaison with UNHCR - The contractor shall nominate a professional Key Account Manager and reliable contact persons for each Lot and location who will be responsible for the performance of the obligations and liaison with UNHCR. Personnel have to be proficient and experienced in working in English, both orally and in writing. UNHCR requires that the General Manager of the Contractor be fully accessible to UNHCR and aware of all UNHCR shipments/transactions. The General Manager will also be available to UNHCR.
- ii. UNHCR reserves the right to request the Contractor during the term of this arrangement to assign additional personnel or to replace any of the Contractor's designated staff dealing with UNHCR shipments and the Contractor shall promptly comply with such request.
- iii. The Contractor shall provide the names and CVs of the designated staff dealing with UNHCR.
- iv. The Contractor shall assign a sufficient number of qualified staff experienced and well-versed in the entire field of logistics, transportation, and freight-forwarding disciplines.
- v. The Contractor shall ensure that adequate personnel are available from the time of contract signature to guarantee a smooth transition period and contract implementation.
- vi. UNHCR reserves the right to address any personnel shortage with the Contractor during the contract period.
- vii. The Contractor shall ensure that the above-mentioned minimum personnel are available at all times during the contract period to provide services to UNHCR on a priority basis throughout the contract period.
- viii. The Contractor shall ensure that experienced personnel are available to a reasonable extent to obtain, organize, and manage emergency rapid response operations outside normal established office hours.
- ix. The Contractor shall guarantee that the management of the contract will be maintained at the Contractor's office headquarters and a reasonable representation in other locations deemed operationally important by UNHCR. Reasonable representation is defined as Strategic Key Account Manager, and key operational personnel in charge of inventory-related issues, Transportation coordinator in charge of transportation issues and the relevant documentation, Finance/Invoice Representative, and Operational (Project) Contact Sea and/or Air Operations/Solutions Representative.

- x. Key Performance Indicators - UNHCR and the Contractor shall review and evaluate the performance under the Contract every 3 to 6 months based on agreed Key Performance Indicators to be established at the time of signing the contract.

Insurance coverage

- i. The Contractor will ensure that the trucks are fully insured (All Risk Insurance) to the value of the Vehicle and cargo contained therein against normal risks (fire, theft, damage, and third-party liability) at his own expense and no liability attached to UNHCR in this respect and is to provide proof (a certificate from the insurance company) of the insurance coverage.
- ii. The Frame agreement holder will avail properly equipped and maintained trucks as well as competent and qualified personnel to operate the fleet of trucks under UNHCR disposal.
- iii. The Frame agreement holder assumes full responsibility for UNHCR Cargo from the collection point to the final delivery point.
- iv. The Frame agreement holder's fleet of trucks must be technically roadworthy and maintained in good working order.
- v. The Frame agreement holder must ensure compliance with countries' laws and mandatory insurance for trucks, staff, and cargo as required by the country of operation;
- vi. Additionally, the Contractor is to ensure that all staff employed by the Contractor to fulfill services on behalf of UNHCR are insured in accordance with the laws of Bangladesh and no liability will be attached to UNHCR in this respect.
- vii. Liability - the level of liability of the Contractor shall be the greater of:
 - FIATA standards [International Federation of Freight Forwarders Associations (or FIATA, in French: Fédération Internationale des Associations de Transitaires et Assimilés) provided however, that in one event the liability shall be less than the following:
 - a) Sea freight for containerized cargoes as defined by Hague-Visby rules
 - b) Air Freight: as defined by the Warsaw Convention
 - c) Road Freight: as defined by the CMR regulations
- viii. Claims - the Contractor shall offer every assistance to UNHCR and/or the UNHCR designated Insurance Company in lodging and pursuing claims for loss or damage in transit with the relevant parties. The Contractor shall protect the interests of UNHCR at all times and ensure the settlement is affected without delay, in accordance with relevant regulations, subject to inherent delays of the relevant legal systems.

Management, Performance, and Reporting of the Contract

- i. The Contractor is expected to abide by the prices provided in the Price Schedule for the duration of the contract unless changes are mutually agreed upon by the appropriate senior personnel of both the Contractor and UNHCR.
- ii. Should the Contractor fail to provide customs clearances and/or commence transportation of the goods to the required destination(s) within a time frame agreed at the time of issuance of the shipping documents to the Contractor, following the Contractor's receipt of all necessary documents from UNHCR, UNHCR without prejudice, reserves the right to seek the appropriate services elsewhere. In relation to this, all costs incurred in excess of those normally charged by the Contractor shall be debited to the account of the Contractor.
- iii. UNHCR reserves the right to require the Contractor to discontinue providing services through any agent who, in the opinion of UNHCR, is unfit or unsuitable to perform the services; such agent shall be promptly replaced by the Contractor in consultation with UNHCR, and all costs or additional expenses, if any, resulting from the withdrawal or replacement of the Contractor's agent in such cases shall be at the Contractor's expense.

- iv. The Contractor shall be responsible for damage to and/or loss of cargo while in transit (in the Contractor's care) prior to delivery, or while in storage under the custody of the Contractor, the liability shall be the Contractor's sole responsibility.
- v. UNHCR-designated personnel will be responsible for requesting the services and will supervise the Contractor, including certification of invoices and final evaluation of work.
- vi. The Contractor shall represent UNHCR at the ports of entry and notify UNHCR's designated focal point at UNHCR Country Office, Dhaka, and UNHCR Sub Office, Cox's Bazar, on all incoming shipments requiring customs clearance.

Affiliates/Agents of the Contractor

- i. The Contractor will be expected to provide the services through its existing offices and/or affiliates or agents at the location of the port of entry specified above.
- ii. In the event that the Contractor provides the services through its agents or affiliates in the location of the air/ seaport of entry specified above, all services provided by such agents or affiliates of the Contractor shall be deemed to have been provided by the Contractor, and the Contractor shall remain responsible for the actions of its agents and affiliates performing work under the Contract.
- iii. The Contractor shall be responsible for all matters related to the operation of its network of offices, affiliates, or agents, at the location of the air/seaport of entry specified above.

Handling Fees

- i. The Contractor shall be paid for their Services authorized by the UNHCR Senior Supply Officer as described in this document through separate handling fees. The fees shall be calculated using the volume and/or number of transactions and/or chargeable weight. The details are available in the Price Schedule. (Annex B)
- ii. The Contractor shall not add any extra charges for administrative costs and out-of-pocket expenses e.g., dispatch of documents, fax, e-mails, phone calls, postage, and other minor charges, nor for the cost of supply, installation, or maintenance of IT systems. The quoted handling fee shall be valid for the duration of the Contract.

Claims

The Contractor shall offer all assistance in lodging and pursuing claims for loss or damage in transit with the relevant parties. Settlement of claims between the Contractor or any of its 3rd party transport providers and UNHCR shall be settled without any delay and no later than one (1) month from the time of the incident.

Invoicing and Payment

- i. The Contractor shall invoice UNHCR monthly (calendar period from 1st to last date of month).
- ii. Only original invoices will be considered for payment. Copies/duplicates/scans will not be considered for payment.
- iii. All invoices submitted to **UNHCR must** show the UNHCR Purchase Order number, a detailed breakdown of services rendered with corresponding charges as per the Frame Agreement, and evidence of services rendered is to be provided with each invoice via original Goods Receipt Notes, Waybills or equivalent as proof of Customs clearance/transport. Failing to do so may result in delays to payment or rejection of relevant line items.

- iv. The Contractor will promptly inform, UNHCR for the purpose of prior approval, of any situation under the Contract, which may impose additional financial obligations on UNHCR, before any such expenses occur.

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