



ICRC

REQUEST FOR TENDER for ELECTRICAL ITEMS FOR PREMISES - FRAME AGREEMENT
N° RFT/ICRC/GVA22/00188

Closing Date and time for commercial offers: January 13th, 2023 at 16:00pm (GMT/UTC +2 - Geneva time)

Validity of the offer: at least 90 days after Tender closing date

Please acknowledge receipt of this tender request by e-mail on gva_logpurchengineering_services@icrc.org

The International Committee of the Red Cross (ICRC) is an independent, neutral organization ensuring humanitarian protection and assistance for victims of war and other situations of violence.

It has a permanent mandate under international law to take impartial action for prisoners, the wounded and sick, and civilians affected by conflict. With its headquarters in Geneva, Switzerland, the ICRC is based in more than 90 countries and has a total of more than 20.000 staff.

The organisation is at the origin of both the International Red Cross/Red Crescent Movement and of International Humanitarian Law, notably the Geneva Conventions.

Within the above mandate and its consequences around the world, the ICRC invites suppliers to tender for the supply of electrical items for premises through an online ordering system managed by the supplier. The Electrical items will be dedicated to ICRC Electricians on the Field.

ICRC's estimated need for ESAP Electrical items for premises for the duration of this frame agreement is approximately: 1 Million CHF. This amount is an estimate and does not in any way represent a commitment from the ICRC. The quantities to be purchased will depend on actual requirements from ICRC operations in the field. Please note therefore that quantities required may fluctuate.

Electrical Safety Program Intervention Worldwide

Table with columns for country, condition, years (2018-2022), and m2 rehab. Includes countries like Afghanistan, South Sudan, DRC + Brazza, etc.

Article 1. Commodity & Service subject of the tender

The aim of the online ordering system would be to enable ICRC electricians on the field to ease and speed up the ordering process of Electrical products through the dedicated supplier platform.

The prices quoted for these items by the suppliers participating in the tender will be a selection criterion in the same way as its capacity to handle a prepositioned stock at his premises.

Products specifications as per Annex 1 – **RFTGVA2200188 – Commitment Letter, Technical Offer and Standard List – price table**

This list is however not exhaustive: It should represent about 80% of the upcoming orders

Other items can therefore be ordered from the winning suppliers in order to answer ad hoc ICRC Electricians needs. The supplier must propose in his offer the discount percentage to be applied his entire catalogue and explain how the discount will appear on his platform.

ICRC Standard List Products should be offered with full specifications. **Any differences with the specifications must be clearly stated in the supplier offer.**

For all aspects of the Electrical products unless described otherwise here below, the standard of ELDAS (Electro Databank Swiss – www.eldas.ch) last edition shall applies.

The supplier solution will offer an online ordering system which:

	Platform functionalities
Prerequisite	Requested
	<ul style="list-style-type: none"> - Account creation: administrator and users - Creation of a customized catalogue with all ICRC Standard List items in French & in English - Capacity to import via an Excel sheet a list of item to pass an order - Full access to the online supplier catalogue and filters on technical specifications
	Desirable
	<ul style="list-style-type: none"> - Custom interface (ICRC logo, graphic charter...) - Website available in English
Users & administrator profile	Requested
	<ul style="list-style-type: none"> - Consultation of stock availability and draft ordering of ICRC Standard items - Inclusion of the ICRC internal order reference when processing an order - Consultation of the status of its own ongoing orders and order history - Access to an online help - Activation of an email alert for order acknowledgment and lead time confirmation
	Desirable
	<ul style="list-style-type: none"> - Edition of its own account information (cost centre, email address, delivery address...) - Creation and consultation of claim/litigation
Administrator profile only	Requested
	<ul style="list-style-type: none"> - Validation of each ICRC user draft order - Consultation of the status of all ongoing orders and all ICRC order history - Unlimited creation and edition of all ICRC user account information - Reception of an annual orders reporting
	Desirable
	<ul style="list-style-type: none"> - Direct management of access rights, usernames and passwords for ICRC users - Activation of an email alert for ICRC orders awaiting validation

Desirable functionalities are not essential criteria however they will be valued during the selection

Preliminary testing of the platform might be requested for the evaluation of the offer.

Other relevant information

1. We reserve the right to accept the whole or part of your offer and the lowest evaluated bid needs to be accepted.
2. Our standard Terms and General condition ICRC General Conditions on Purchasing (Version 2020) shall apply. See Annex 2 - General Conditions on Purchasing.

Article 2. Corporate social responsibility: Ethical and environmental requirements

2.1 Prequalification

Suppliers commit to give free access for audit purposes to the sites of goods storage and goods assembly where applicable, to the ICRC or to any external auditor appointed by the ICRC.

In the case where the supplier is also manufacturer for goods or part of the components of a kit, this authorization is also applicable to the production sites of the components.

2.2 QSE audit compliance: ethical and environmental requirements

The ICRC reserves the right to mandate an external company to perform a Quality, Social, and Environmental (QSE) audit compliance to shortlisted companies.

The ICRC will bear the cost of the QSE compliance inspection.

Article 3. Tendering conditions

3.1 Preferred Suppliers

The present request for tender is addressed exclusively to distributors who are in complete control and have the full responsibility of the distributing process.

3.2 Other Preferences

The ICRC will also prefer to limit the quantities ordered in accordance with the level of distribution capacities available at time of placing the order.

The orders should not exceed 30% of the selected supplier's yearly distribution capacity.

These requirements are aimed to minimise the impact of the ICRC's orders on current running business agreements or partnerships of its suppliers.

3.3 Commitment letter

Suppliers are requested to fill in the tab "1. Commitment letter" of the Annex 1 response grid. Failure to provide accurate information will result in automatic rejection of the bid. This commitment letter is fully part of the offer.

3.4 Duration of the Frame Agreement

The Frame Agreement will be awarded from the date of adjudication and for 3 years renewable. It may be extended with prior agreement of two Parties for 2 years for a maximum duration of 5 years. The decision of non-renewal will confer no right to compensation.

For the whole duration of the FA, the ICRC will place orders to the selected Suppliers at the tender price indicated in their offers for the agreed Incoterm® ICC 2020.

The ICRC will preferably place orders with the 1st awarded Supplier for Electrical items.

Nevertheless, in case of limited distribution capacity or too long delivery time (including availability of stock and transit time to destination) for the 1st awarded Supplier at the time of the ICRC's requirements, the ICRC reserves the right to place freely an order among other awarded Suppliers.

If the order is urgently needed, the ICRC will preferably select the supplier offering the best delivery time at destination within the awarded suppliers.

As a general rule, the ICRC will place orders sequentially to the second, third, etc. selected Suppliers.

3.5 Quantities, Prices, Terms and conditions

The quantity mentioned in the Annex 1 correspond to an estimation based notably on the ICRC's historical consumption over the last months and are expressed in units.

These amounts are given for information purpose only, as estimated annual forecast.

The Supplier acknowledges that ICRC's activity is inherently unpredictable and may vary consistently from one year to another, therefore the estimated quantities indicated in the Annex do not represent any contractual commitment by the ICRC.

The ICRC is entitled to decide at any time, for operational reasons, to modify or to remove an item from his standard list of items and to replace it or not by another one.

In order to secure the supply and to limit the impact of delivery delays on the field operations, the ICRC reserves the right to purchase from a back-up Supplier in case the incumbent Supplier is not able to provide the needed quantity within the requested lead time (eg. in case of emergency).

The ICRC shall be entitled to have the items supplied by other suppliers under specific circumstances.

The ICRC also reserves the right to share annual volumes between two suppliers. Two suppliers can therefore be granted the status of incumbent Supplier for the same product(s) and the ICRC commits to inform the related Suppliers of the approximate volume share that is expected to be ordered from each of them, when applicable.

The supplier who submits an offer must compulsorily complete the pricing table, indicating the currency and the price of each item.

In accordance with the ICRC's purchasing policy, there will be no price negotiation following the receipt of the offers. Suppliers are therefore invited to submit their best offer in their reply to the invitation to tender.

Kindly state in the Annex 1 response grid tab "3. Standard List - Price Table", your best firm price per product without VAT in CHF or EUR.

Kindly state in the Annex 1 response grid tab "2. Technical Offer" if there are any additional costs for small orders or potential transport fees not included in items prices

Any change in proposed references must be notified by the supplier. Any change in price due to the new references must be agreed with the Buyer. In both situations, the Buyer is not obliged to accept the price increase if that one is not justified.

Price revision

In case of factors beyond the control of the Supplier that impact listed prices of the product (increasing or decreasing), the Supplier may suggest a revision of the prices.

In that event, the following conditions will apply:

In case of increase of the price:

the contracted supplier will systematically produce the following documents:

- A new price list on which appear the former price, the new price and percentage of variation.
- A note or other document to justify the price increase, especially the public price list 2023, 2024 and 2025 (2026 and 2027 in case of renewal) from the manufacturer and the new price list.

the ICRC reserves the right to re-evaluate the supplier's offer

- If this variation does not involve any change in the ranking of the offers established during the initial analysis of the tender, the supplier initially selected will remain the holder of the contract for the following year.
- If this variation involves a change in the ranking of the offers established during the initial analysis of the tender, the ICRC may re-consult the suppliers whose bid was not selected during the initial analysis. In the case one of these offers is now ranked first, the ICRC may terminate the contract with the incumbent supplier to date and sign a contract with another supplier for the selected item, for the following year.

The decision of changing supplier does not give any rights to compensation to the original contracted supplier.

On January 1st 2024 or 2025 (2026 and 2027 in case of renewal), in case of an important fluctuation of the parity between the Swiss Franc and the supplier's currency, the ICRC reserves the right to reevaluate the supplier's offer:

- If the recalculation against the January 1st 2023 exchange rate does not involve any change in the ranking of the offers established during the initial analysis of the tender, the supplier initially selected will remain the holder of the contract for the following year.
- If the recalculation against the January 1st 2023 exchange rate involves a change in the ranking of the offers established during the initial analysis of the tender, the ICRC may re-consult the suppliers whose bid was not selected during the initial analysis. In the case one of these offers is now ranked first, the ICRC may terminate the contract with the incumbent supplier to date and sign a contract with another supplier for the selected item, for the following year.

The decision of changing supplier does not give any rights to compensation to the original contracted supplier.

To be noted that the ICRC benefits from a comprehensive insurance coverage that covers all transport of goods on behalf of the institution. It is therefore unnecessary to include additional insurance if the selected offer is with DAP incoterm.

3.7 Supplier's registration

Suppliers must be registered with the ICRC and provide requested documents. For non-registered Suppliers, registration forms will be provided to short listed Companies.

3.8 Dispatch of the offer, closing date

Offers must be received by email by the ICRC on January 13th, 2023 at 16:00pm (**GMT/UTC +2 - Geneva time**).

Email address: **gva_logpurchengineering_services@icrc.org**

Email title must clearly indicate:

"Tender Documents for ELECTRICAL ITEMS FOR PREMISES - FRAME AGREEMENT: RFT/ICRC/GVA22/00188"

Offers not addressed as such will not be considered and automatically rejected.

Closing date for request for clarifications: 6th January, 2023 at 14:00pm (Geneva time).

The total size of the email should not exceed 5Mb otherwise it will be rejected by email service. You can send separated emails. Please also note we accept to receive additional documentation via We transfer.

3.9 Contents of the offer

The supplier is requested to complete in electronic form, the Excel document annexed, "Annex 1 - RFTGVA2200188 – Commitment Letter, Technical Offer and Standard List – price table.xlsx" ensuring it make any clarifications it deems necessary.

The supplier must submit an offer by providing two versions of the response grid:

- One version converted to pdf and signed (non-editable)
- One Excel version (non-locked, editable)
- Market fluctuation of prices report for 2020 -2022
- Presentation of Web Shop portal
- Sustainability strategy document

The supplier can append any document requested or useful for a proper understanding of its offer (e.g. ...).

By submitting a tender, the supplier undertakes the accuracy of the information specified in the different sections and in the Frame agreement.

- Commercial offer without VAT (Please fill the response grid Annex 1, tab 3. Standard List – Price Table)
- Commitment letter as per part 3.3 (Please fill the response grid Annex 1, tab 1. Commitment letter)

- Technical offer (Please fill the response grid Annex 1, tab 2. Technical Offer)
- Duly signed ICRC General Conditions on Purchasing (Annex 2 - General Conditions on Purchasing)
- Bidder's name, title and signature
- Date and place

3.10 Offer validity

Your offer must remain valid for acceptance at least 90 days after Tender closing date.

Article 4. Conditions of Purchase

4.1 Quality control / Rejected supplies

The Supplier will be responsible for the quantity and quality delivered according to the ICRC specifications.

ICRC will perform systematic controls on consignment delivered to its warehouses on the Field.

In case of delivery of non-conforming merchandise, Article 12 of the ICRC "General Conditions on Purchasing" attached hereto (See Annex 2 General Conditions on Purchasing) and forming an integral part of this Agreement shall apply. We reserve the right to revert will quality claim after 3 months

4.3 Specific Marking

ICRC Purchase order number.

Specific marking to be defined on each Purchase Order.

4.4 Packing

The packaging material must be suitable to protect the goods during transportation, transit and storage.

For this purpose, the products will be delivered in at least double-wall corrugated cardboards or more if the weight of the products requires it.

The packaging (carton size and organization of the products in the box) must be designed to minimize the empty volume in the carton. Empty spaces must be filled with air bags (or equivalent) in order to limit product movement during transportation.

If possible, cartons shall be closed with an adhesive tape that is branded after the supplier's name. This is to identify if cartons are opened during transportation.

Specific instructions:

Dangerous goods (DGR) will be packed according to the UN packing instruction for transport in passenger aircraft. DGR items not suitable for transport in passenger aircraft should be clearly identified in the offer to this tender. Each delivery will be accompanied by the corresponding Safety Data Sheets. The supplier will inform the ICRC of any change in the DGR classification at the order-confirmation stage.

For equipment containing battery, each delivery will be accompanied by the corresponding Material Safety Data Sheets.

Palletization:

The products will be delivered on new EURO pallets, not returnable.

All wood packaging have to be treated according to ISPM 15 standard (heat treatment only).

Pallets will be in format 1200/800/144 mm and meet the standard ISO 445.

Pallets must not be higher than 160cm, will be filmed and, if necessary, strapped.

Palletization will be done to ensure the good condition of products at delivery.

Deliveries not complying with these instructions may be refused or repacked at the supplier's expense.

4.5 Delivery time

The supplier is requested to complete in the Annex 1. tab 2. "Technical Offer" its best contractual lead time from the reception of ICRC's confirmed purchase order to the readiness of the goods for shipment depending on the category of the item (reserved stock or non-reserved stock item).

For urgent orders (urgent/non urgent character to be specified by the ICRC user when preparing the draft order), a first partial delivery will be accepted for items immediately available. However, all the remaining items shall be sent all together with a second and final delivery.

4.6. Delivery term

Incoterms ICC 2020, DAP Satigny

Final delivery address:

ICRC GVA Logistics Centre, Rue du Pré-de-la-Fontaine 6 ZIMEYSA, 1242 SATIGNY Switzerland.

4.7 Insurance

According to Incoterms® ICC 2020.

The ICRC benefits from a comprehensive insurance coverage that covers all transport of goods on behalf of the institution. It is therefore unnecessary to include additional insurance if the selected offer is with DAP incoterm.

4.8 Payment terms

Payment will be done by bank transfer within 30 days upon receipt of goods or against receipt of shipping documents as per Incoterms® ICC 2020 and against copy of documents as per part 4.9 Documents required for each Delivery and part 4.9 Dispatch of Documents. It should be noted that the ICRC is exempt from customs duties and VAT in Switzerland (official document available on request).

4.9 Documents required for each Delivery

A packing list has to be joined with each order inside the carton in addition to the one outside of each carton. The packing list has to include the ICRC Purchase Order number.

The pdf format invoice should be sent to invoices@icrc.org and gva_logpurchengineering_services@icrc.org should be in copy.

Article 5. Re-exportation restrictions

The supplier is responsible to inform the ICRC of potential re-export restrictions for the supplied products, whatever the country of destination. The concerned products must be clearly identified in the offer to the tender (column O of the Response grid Annex 1. Tab 3. Standard List – Price Table).

This instruction applies particularly to products subject to embargo under US legislation.

Article 6. Sustainability

Supplier shall use Recycled Content in Goods and/or Services to the maximum extent possible without compromising the safety, quality or capability of the Goods and/or Services.

Prioritize packaging types and materials that can be used again several times for the same purpose. Avoid disposable materials.

Prioritize designs which do not use sub-packaging and where not possible, degradable materials (paper, cardboard, starch-based plastics) only.

Individual product packaging (sub-packaging) will be required only when contamination by any external influence must be avoided. When sub-packaging is necessary, prioritize 100% degradable materials such as paper, cardboard, starch-based plastics.

Plastic packaging: Always consider using other non-plastic type of packaging material. Whenever possible, reduce the use of virgin plastic in packaging and have minimum of 50% recycled content.

Cardboard packaging: Whenever possible, reduce the use of raw origin cardboard in packaging. Use brown cardboard from minimum of 50% recyclable or recycled and not laminated content. Avoid bleached white cardboard. Prioritize FSC certified cardboard.

Optimize the size of the boxes to fit the size of the pallets without leaving empty or excessive space.

Prioritize designs without need for colour. If not possible, choose organic ink and only natural colours.

Article 7. General Terms and Conditions

7.1 Acceptance of the agreement:

Acceptance of the agreement entails the waiving by the vendor of its General Conditions of Sales.

7.2 Terms and Conditions:

All terms and conditions not mentioned herein shall be governed by the ICRC "General Conditions on Purchasing", attached hereto and being considered an integral part of the Agreement.

Article 8. Reserve stock and consigned stock

The ICRC will ask the supplier to hold permanently a reserved stock as per requested quantities in Annex 1 Standard List at his own premises and this stock should be shipped as per agreed lead-time

Article 9. Payment of Reserved Stock at the end of the Term

6 months before the end of the contract, the Supplier shall ask a written confirmation to the Lead Buyer stating that the reserved stock shall be maintained until the end of the contract. If such a confirmation is not given to the Supplier, the Supplier shall sell the reserved stock to ICRC during the last 6 months of the contract and the ICRC won't buy the reserved stock once the Frame Agreement expired.

Article 10. Extension of the frame agreement to the RC/RC movement

The Supplier agrees that all the National Red Cross and Red Crescent Societies as well as the International Federation of Red Cross and Red Crescent Societies (IFRC), may benefit from the terms and conditions of the Framework Agreement with the ICRC.

Article 11. Receipt acknowledgement

Please acknowledge receipt of this **RFT/ICRC/GVA22/00188** by email to **gva_logpurchengineering_services@icrc.org**

We look forward to hearing from you.

Yours sincerely,

Dejan Domanovic

Water and Habitat Procurement Assistant

SDT_LOG_PROC

International Committee of the Red Cross (ICRC)

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Attachments:

- Annex 1 – RFTGVA2200188 – Commitment Letter, Technical Offer and Standard List – price table.xlsx
- Annex 2 - General Conditions on Purchasing 2020 Version Oct 2020