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Date:	

Closing Date and time: 24th June 2024 18:00_(Geneva Time)

Please acknowledge receipt of this Request (by e-mail to gva logpurchengineering services@icrc.org)

1. Introduction

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

On the basis of the permanent mandate conferred to it by the international law, the ICRC acts impartially in favor of prisoners, wounded and sick, and civilians affected by armed conflict.

The ICRC is the founding member of the International Red Cross and Red Crescent Movement. We work closely with our partners in the Movement – the International Federation of Red Cross and Red Crescent Societies and National Red Cross and Red Crescent Societies – which carry out humanitarian activities in 190 countries around the world.

Based in Geneva, Switzerland, the ICRC employs some 18 000 people in more than 90 countries around the world; it is funded mainly by voluntary donations from governments and from national Red Cross and Red Crescent Societies.

In order to ensure the supplies of <u>Trucks and spare parts for ICRC</u>, we send you this tendering invitation and thank you to send us back your best offer.

This tendering procedure is restricted to suppliers already validated by the ICRC or considered as likely to meet ICRC's selection criteria.

2. Goods, Quantity and Specifications

No	Items description	Specification	QTY/year	UOM
1	Truck generic, Tractor head semi-trailer 6X4 HEAVY - PTAC 34 T / PTRA 80 T	See attached Annex Truck generic, Tractor head semi-trailer	3	EA
2	Trucks generic, cargo heavy duty 4X2 - 6X4 HEAVY	See attached Annex Trucks generic, cargo heavy duty	9	EA
3	Trucks generic, Container Carrier 20ft heavy duty 4X2 - 6X4 - 6X6 HEAVY	See attached Annex Trucks generic Container Carrier 20ft heavy duty	8	EA

Quantities:

The ICRC will not commit itself to purchase a pre-determined quantity of an item in the frame of a future frame agreement. However, as for our pre-selected suppliers to estimate the global purchasing volume they may expect, the total forecasted quantity for each item for the period covering the last 12 months have been indicated in the column QTY.

These quantities indicative and not binding. The purchased quantities will depend on the future requirements following the ICRC operations.

Specifications:

Products should be offered according to the specifications listed in the Annexes. Any change of the good description by the producer must be stated on the offer.

3. Tendering conditions

i. Offer submission

The offer shall mention:

- The price of each of the items, the options available: to be mandatory filled and provided in an Excel file, as per the annex file "Price Request Trucks". Quotation not provided according to that file will not be considered.
- Each specification file (pdf format) shall be filled by ticking the cases, with the possibility to add comments in the right column.
- Origin and brand of offered product. In case of multiple origins of spare parts please list all origins
- Technical Data Sheet should be attached with the offer, with at least the specifications required in the attached Annexes.
- Warranty: indicate warranty terms and conditions in the offer
- The Leadtime in calendar days
- The export availability per country
- The maintenance required (which parts at which frequency)
- The organization for global and local spare parts distribution
- The list of the worldwide maintenance network
- Sustainability data to provide :
 - The CO2 emission for each of the items production
 - o The fuel consumption for 100km
 - What is the part of recycled material/components in your production?
 - The recycling percentage of the components of the truck
 - The rest of non-recyclable component (in % of weight)
 - The worldwide recycling networks (direct or partners)
 - o Calcium-maintenance free batteries available?
 - o Greener substitute for the R134 AC refrigerant available?

For any technical clarifications please send your message to all the following email addresses otherwise bidder will be disqualified:

gva logpurchengineering services@icrc.org

ii. Duration of the frame agreement

The frame agreement is concluded for a period from the date of signature for 3 years with possibility of 1-year extension except in case of early termination, in accordance with termination modalities detailed in this document.

This period may be extended upon need and subject to supplier performance and with the written agreement of both parties.

4. Price and Payment terms

The supplier who submits an offer must compulsorily complete the pricing table indicating the currency and the price of each item and tick as well the list of equipment in each of the specification sheet, with the possibility to add comments. The supplier is encouraged to quote the option available for each of the quoted models. Suppliers are invited to submit their best offer in their reply to the invitation to tender. The supplier can append any document useful for a proper understanding of its offer.

Currency: CHF, EUR, USD

<u>Payment terms</u>: Payment will be done by the Client within 90 days from the date of Acceptance of the Goods, or shipping against documents.

5. Delivery Terms and Schedule, Incoterms® ICC 2020

Time is of the essence of the order. The delivery term shall be indicated on the purchase order.

Incoterm:

The applicable delivery terms are based on the Incoterms ICC 2020.

Incoterms CPT:

2914 LE Nieuwerkerk a/d IJssel

The Netherlands

Delivery Time: From January 2025
Partial Shipment Allowed (yes)

Insurance will be at buyers/seller's cost as per Incoterms® ICC 2020.

ICRC reserves the right to refuse some or all of the delivery of Products, in the event of late delivery, in the event that the delivery is incomplete or contains more Products than were ordered, or in the event of non-compliance with the order.

Documents required for the delivery:

The following documents will be supplied with each delivery:

Invoice	1	1 in pdf
Packing list	1	1 in pdf
Warranty document	1	1 in pdf
Certificate of origin of the vehicles (Manufacturer's name, brand and the norms in use applying to the quoted item (code ISO, DIN)	1	1 in pdf
Parts catalogue with the references of the modify items (doors hinges, glasses, brakes and suspensions). To be provided before the delivery.	1	1 in pdf
Export License if required by the authorities of the country of origin	1	1 in pdf
Delivery Note and packing list with Weight and Volume per unit in M ³	1	1 in pdf
DGR code and MSDS sheet if required	1	1 in pdf

Packing list, mentioning in particular:

- -the ICRC Purchase Order number
- -the number of parcels
- -the content of each parcel: name of the product, supplier product reference, ICRC product
- -the weight and dimensions of parcels

Invoice (or proforma)

<u>Prior to each delivery</u>, the supplier must send by email <u>gva_logpurchengineering_ser-vices@icrc.org</u> a copy of the following documents:

- Packing list
- Invoice
- Supplier request form (indicating weight and dimensions of the tires)

Partial delivery and premature delivery shall only be permissible after agreement.

The Supplier is responsible to inform the ICRC of potential re-export restrictions for the supplied products, whatever the country of destination.

6. Penalty clause

Will be considered as late delivery the delivery of goods in a lead time higher than the lead time specified in the supplier's offer.

Failure by Seller to avail the full quantity by the mentioned date will result in the Seller being penalized with a 2% reduction of the value of the undelivered goods per month of delay up to a maximum of 10 % of the total value of the Purchase Order. The penalty shall be paid as sole and exclusive remedy for delays and late delivery by the Seller.

7. Quality Inspection and Acceptance

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

ICRC will not perform systematic controls on consignment delivered to its warehouses (i.e. for spare parts). In case of delivery of non-conforming products, ICRC General Conditions on Purchasing shall apply. ICRC reserves the right to return the nonconforming product to the Seller immediately at the expense of the Seller.

8. Conditions of the frame agreement

Validity of the offers:

The price offer will be valid during the period validity of the contract.

Prices shall remain firm for a period of minimum one year from the date of entry into force of the frame agreement between the Buyer and the Seller.

Price revision:

After completion of the first year, price revision might be applied at the beginning of the second year of the frame agreement. Each price revision will be subject to a re-negotiation between the Buyer and the Seller but cannot be considered as granted. This process will be reiterated after completion of each year of the frame agreement.

- 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 proofs showing market price evolution or other factors having impact on prices (ex. inflation, workforce price increase, raw material index evolution, relevant indexes etc...).
- For any increase in the price, the ICRC reserves the right to re-evaluate the supplier's offer.

9. Selected suppliers

After the tendering process and analyzed offers, more than 1 supplier can be awarded, based upon product technical correspondence to our specification, cost competitiveness or logistic conditions. A Frame Agreement, based on the clauses of this Request for Tender shall be signed.

In case of non-compliance with the terms of the frame agreement by the appointed supplier (including but not limited to: quality concerns, packaging & labelling, delivery lead time, change in items offered or price), the ICRC reserves the right to order, temporarily or permanently, from the back-up supplier or to another supplier if there is no back-up supplier, for the supply of the relevant item.

The decision of changing supplier does not give any rights to compensation to the originally selected supplier.

Note the ICRC is exempt from customs duties and VAT in Switzerland (official document available upon request).

11. Deposit of offers

The offers will be sent by e-mail before the closing date at the following attention:

E-mail: gva logpurchengineering services@icrc.org attn. Jean-Luc Megevet

All offers submitted after the specified closing date are ineligible. All offers received will be held in confidence.

12. General Conditions

All conditions not mentioned herein are governed by the <u>ICRC General Terms and Conditions</u> that includes the <u>Supplier Code of Conduct</u>.

Those documents define the ICRC standard requirements we expect the Supplier to apply. They are available on the ICRC blog page:

https://blogs.icrc.org/logistics/suppliers-working-with-us/

Any comment on a standard requirement the Supplier would like to discuss must be expressed in the offer. If no comment is made, it means the General Conditions are accepted.

Acceptance of the ICRC General Terms and Conditions entails the waiving by the Supplier of its General Conditions of Sales.

The ICRC reserves the right to split the commodity into separate Purchase Orders with different Suppliers. ICRC is not liable to provide any explanation for its final selection of the Supplier.

It has to be noted that this Tender does not imply any commission. Any offered commission will lead to the Supplier's suspension.

13. Extension of the frame-agreement conditions to other buyers

The frame agreement clauses, especially pricing, apply to orders made by purchasers based in all ICRC logistics centers (for example, by a purchaser based in the Logistics Support Center of Nairobi, Kenya).

In order to cooperate with the different partners of the International Red Cross and Red Crescent Movement, the supplier agrees that the National Red Cross and Red Crescent Societies, as well as the International Federation of the Red Cross and Red Crescent Societies (IFRC), may also benefit from the terms and conditions of this frame agreement. It is clearly understood that any purchase by any other party than the ICRC are not in any way the responsibility of the ICRC. Such purchases will be made directly by the concerned party and will be invoiced directly to them. We wish to thank you in advance for your cooperation and we look forward to receiving your offer.