



# ICRC

International Committee of the Red Cross

LOG\_AIROPS

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## REQUEST FOR OFFER Ref N° 042024\_RED448 DATED 30.08.2024

Registration # .....(To be filled by ICRC)

**Please fill in Part C and D of this document and sign Part F in order to validate your offer.**

The company understands that the completion of this request for offer has no contractual value. The submission of quotations and the analysis of the offer is the last step in our selection process after the successful registration and compliance to requirements. A poorly completed form will be returned to the sender. No further action will be taken if the form is not returned. The ICRC reserves the right to accept or reject any or all of the offer(s) at any time and/or stage without assigning any reason whatsoever and a request for offer is neither an agreement nor a commitment by the ICRC.

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**Offers are invited by the International Committee of the Red Cross (ICRC) from established companies/operators for ACMI charter for the following aircraft type(s) and location(s).**

### PART A - REQUIREMENT

- 1.) Aircraft type: **D0228-200 or similar**
- 2.) Quantity: **1**
- 3.) Back-up aircraft: **must be available for major maintenance absence**
- 4.) Operational base: **Nairobi, Kenya**
- 5.) Operational area: **Somalia, Djibouti**
- 6.) Registration: **Kenyan registered or operating under Kenyan AOC**
- 7.) Aircraft Support equipment: **see appendix A of Aircraft Time Charter Agreement**
- 8.) Aircraft equipment: **see appendix B of Aircraft Time Charter Agreement**
- 9.) Minimum crew: **1 captain, 1 co-pilot**
- 10.) Crew qualifications: **See appendix C of Aircraft Time Charter Agreement**
- 11.) War risk insurance: **required for operational area**
- 12.) Positioning and commencement date: **January 2025**
- 13.) Minimum guaranteed hours per month: **adhoc (approx. 30 hours/month) please quote hourly rate**
- 11.) Additional remarks: **This offer in order to cover our adhoc flight needs to destination that can only be operated to with DO228, DHC6 or similar type of aircraft (Dhobley, Xuddur, Beletweyne others according needs)**

**PART B - TERMS AND CONDITIONS FOR ICRC CHARTER** (for more details, please refer to the ICRC standard Aircraft Time Charter Agreement. Number sequence according the agreement)

**1. Charter cost structure ACMI**

|                  |   |
|------------------|---|
| "Extra Costs",   | costs in the operations Area other than Included Costs incurred by the Operator in connection with the provision of the services to be provided by it under this Agreement, consisting of costs for: <ul style="list-style-type: none"><li>- Fuel</li><li>- Ground handling</li><li>- Catering for passengers if ordered by ICRC</li><li>- Additional personnel to those specified under Included Costs if requested by the ICRC;</li><li>- Landing and other airport taxes, air traffic control charges, navigation fees, route charges and similar expenses in the operation area;</li><li>- Accommodation and transport for crew and other personnel at the Operations Base; (N/A for this contract)</li><li>- Laundry for crew and other personnel at the Operations Base;</li><li>- Crew accommodation and board for night stops when not at the base(s);</li><li>- Painting the Aircraft in the colors of the Charterer and then repainting the Aircraft in the colors of the Operator at the end of the Charter Period (unless this Agreement is terminated by the Charterer pursuant to Clause 16);</li><li>- War risks insurance cover if such cover is to be effected by the Operator pursuant to Clauses 13(C) and/or 13(D);</li><li>- And such other costs reasonably and properly incurred by the Operator as the Charterer may approve from time to time;</li></ul> |
| "Flight Hours"   | hours for which the Aircraft is in flight calculated on a "take-off to touch down" basis according to the Technical Log-Book of the aircraft;   |
| "Included Costs" | costs borne by the Operator as being costs included in the Charter Price including: <ul style="list-style-type: none"><li>- Charges for the use of the Aircraft;</li><li>- Salaries for <b>one</b> complete flight crew(s) each comprising:<ul style="list-style-type: none"><li>1 pilot(s)</li><li>1 co-pilot(s)</li><li>1 ground engineer(s)</li></ul></li><li>- Aircraft maintenance costs (including the provision of any spare parts) and all costs of providing technical support (including ground engineers and technicians in the Operations Area as required by Clause 5(C));</li><li>- Costs of effecting and maintaining insurance cover to be provided by the Operator required by Clause 13;</li></ul>  |

## **2. Agreement to charter**

During the Charter Period the Operator shall charter the Aircraft to the Charterer for the exclusive use of the Charterer and shall make the Aircraft available on the "Commencement Date" at the "Airport of departure" properly manned, equipped, fueled and air worthy in accordance with the laws and regulations of the State of registration of the Aircraft and any other applicable laws and will so maintain the Aircraft during the Charter Period.

The Charterer shall be entitled to determine the flights to be performed by the Operator hereunder and the Cargo and/or passengers to be carried on such flights and the Operator shall comply with such directions of the Charterer in so far as they do not contravene any applicable law or any rule, regulation, order or requirement of any relevant aviation authority or any requirement or instruction specified in the approved operating manuals for the Aircraft.

## **3. Charter period**

- (A) This Agreement shall come into force upon the Commencement Date and subject to Clauses 2(A), 15(B) and 16 shall continue in force unless and until either party serves on the other party not less than 14 days' notice in writing to expire at any time on or after the first 30 days in which event upon the expiration of such notice this Agreement shall determine [subject to Clause 14(C)] without further obligation on either side in respect of any period after such determination.

## **4. Payment**

- (B) The Charter Price together with any Extra Costs shall be paid to the Operator within 30 days of the receipt by the Charterer of the Operator's invoice claiming the relevant payment (accompanied in the case of claims in respect of Extra Costs by original receipted invoices as stated in Clause 4(B) above), and the Operator shall submit its invoices to the Charterer as aforesaid on a monthly basis

## **5. Maintenance**

- (A) Throughout the Charter Period the Operator shall maintain, service, repair and overhaul the Aircraft with properly qualified personnel so as to:
  - (i) keep the Aircraft in good repair and condition and air worthy in all respects;
  - (ii) comply with all mandatory modifications, service bulletins and similar requirements applicable to the Aircraft;
  - (iii) comply with all applicable laws and regulations.
- (B) The Operator shall ensure that an appropriate technical service check shall have been duly carried out on the Aircraft prior to the Commencement Date so that on the Commencement Date the Aircraft is ready to fly.
- (C) The Operator shall supply duly qualified ground engineers / technicians who shall be available in the Operations Area to carry out daily line-maintenance and minor engine and airframe inspections on the Aircraft as required.

## **13. Insurance**

- (A) On or before the Commencement Date and throughout the Charter Period the Operator shall obtain, maintain and keep in full force and effect the following insurance with respect to the Aircraft (but excluding war risks cover):
  - (i) "All-Risk" hull;
  - (ii) Third party legal liability, bodily injury and property damage insurance;
  - (iii) Passenger, baggage and freight legal liability insurance;
- (B) The Operator shall also maintain throughout the Charter Period adequate employer's liability insurance cover (including cover against war and kindred risks) with respect to the Operator's crew and other personnel; this shall include repatriation on medical grounds.

- (C) If the operation area is declared "current exclusions" by the London war risk underwriters; on or before the Commencement Date and throughout the Charter Period the Operator shall obtain, maintain and keep in full force and effect war risks and related insurance

## **15. Force majeure and inability to perform**

- (A) Neither party shall be liable for any delay in performing or failure to perform any of its obligations hereunder if such delay or failure is caused by strikes, lockouts, labor disputes, riots, civil commotion, acts or restraints of governments, requisition of the Aircraft, (subject to the provisions of Clause 10) the refusal of any necessary licenses, permits or authorities, unavailability of sufficient fuel, failure or unserviceability of the Aircraft or any part thereof (unless attributable to the default or negligence of the Operator, its servants or agents) or any similar cause beyond the control of the party in question provided that such party shall:
  - (i) has given immediate notice in writing to the other party of the existence of such cause or event and of the likelihood that a delay or postponement may take place, and
  - (ii) has used its best endeavor to perform its obligations hereunder notwithstanding the existence of such cause or event.
- (B) In the event that any of the causes or events specified in Clause 15(A) subsists and continues for a period of seven consecutive days or more, or in the event that the Aircraft shall become an actual or a constructive total loss, either party shall be entitled to cancel this Agreement by notice in writing to the other whereupon this agreement shall terminate without prejudice to any antecedent liabilities of either party to the other.
- (C) The Charter Price and any Extra Costs or other sums payable by the Charterer shall be proportionally reduced in respect of any period during which the Operator is unable to perform its obligations hereunder for any of the reasons specified in Clause 15(A) to the intent that all payments by the Charterer hereunder shall correspond to the flights and other services actually performed by the Operator.
- (D) Notwithstanding the generality of Clauses 15(A) and 15(B) the Operator shall where necessary use its best endeavor to provide a substitute aircraft similar to the Aircraft or take such other steps as may be required to enable it to perform its obligations hereunder subject to such appropriate amendments to the Charter Price and the other terms hereof as the parties may then mutually agree.
- (E) Notwithstanding the provisions of Clauses 15(A) and 15(B) the Operator will at not extra cost to the Charterer replace any of its personnel who become unable because of illness or any other reason to perform their respective duties for a period of three consecutive days or more.

## **16. Termination**

- (A) In addition to the right of termination given in Clause 15(B) and without prejudice to any other remedies then available to it each party hereto shall have the right at any time by giving notice in writing to the other to terminate this Agreement forthwith in either of the following events:
  - (i) if the other party hereto shall have committed a material breach of any of the terms or conditions of this Agreement and shall have failed to remedy the same within seven days after being required to do so by notice in writing from the party seeking to determine this Agreement specifying the breach complained of and stating its intention to terminate this Agreement if such breach is not so made good; or
  - (ii) if an order be made or an effective resolution be passed for the winding up of the other party or if an encumbrance shall take possession or a receiver shall be appointed of its undertaking or any part thereof or if such other party shall cease to carry on business or make any general arrangement or composition with its creditors or take or suffer any similar action in consequence of debt.

## **17. ASSIGNMENTS AND SUB-CONTRACTS**

**Neither the Operator nor the Charterer shall be entitled to assign or sub-contract any of its rights or obligations hereunder without the prior consent in writing of the other.**

## PART C - AIRCRAFT OFFERED

(Please fill in full specs in RFO matrix document)

Aircraft :  
Registration :  
Serial No :  
Year of Manufacture :

## PART D – OFFER

**(Please fill in all lines by giving the necessary extracted charter price details according RFO Compliance Matrix Financial Section)**

Name of person responsible for the offer :

Minimum guaranteed hours charge or fixed fee :  
*(All included costs must be part of the min. hours charge or fixed fee. No crew per diems, local insurance and other costs should be billed separately if not such other costs is reasonably and properly incurred by the Operator as the Charterer may approve from time to time during operation)*

Rate per hour over minimum guaranteed hours :  
(N/A)

War risk premium per month :

Positioning cost :  
*(Preference is given that the pos-depositioning between the operator's base and operational base is considered as revenue flights and included in the monthly minimum guaranteed hours)*

Additional remarks:

## PART E – DOCUMENTATION

Please return this document, RFO compliance matrix and following documents (compressed):

- 1.) Air Operators Certificate (AOC)
- 2.) Certificate of Registration (CoR) of the offered aircraft
- 3.) Certificate of Airworthiness (CoA) of the offered aircraft
- 4.) Current Release of Maintenance of the offered aircraft
- 5.) Insurance certificates as applicable
- 6.) Lease contract or written undertaking if the offered aircraft is on lease from a third party

## PART F – GENERAL CONDITIONS ON TENDERING

This RFO together with the required documentation as described in Part E is to be duly completed and received by no later than the submission deadline:

**Monday 16<sup>th</sup> of September 2024 12:00 local time Switzerland** via email to:  
[gva\\_airops\\_services@icrc.org](mailto:gva_airops_services@icrc.org)

INTERNATIONAL COMMITTEE OF THE RED CROSS  
LOG/AirOps  
19 Avenue de la Paix  
1202 Geneva  
Switzerland

Any company, person responsible for the offer, his/her employee or agent who directly or indirectly attempts to influence the outcome of the tender process through communicating with parties within the ICRC other than the contracting authority (originator of this RFO) while participating in an active RFO may be disqualified.

All queries are to be addressed by **e-mail only** to above address as from:  
**Monday 02<sup>nd</sup> of September 2024 until closing date.**

All offer and documentation received shall be classified **CONFIDENTIAL** by the ICRC. The company understands that the completion of this request for offer has no contractual value. The submission of quotations and the analysis of the offer is the last step in the selection process after the successful registration, compliance to requirements, safety and quality evaluation, recognised expertise and best value offer.

By participating in this RFO, the company certifies to have read, agreed and shall abide by the terms and conditions herein stated in Part B, comply where applicable with the attached appendixes and to fill the matrix compliance accordingly.

Aircraft that is wet or dry leased from third parties shall be operated under the company AOC and be offered with a copy of a lease agreement or written undertaking from the lessor addressed to the charterer confirming that the aircraft shall be leased to the bidding company if the contract is awarded with that particular aircraft. The awarding of the contract shall be in any case conditional on the finalisation of an acceptable lease agreement.

The charter agreement shall be entered only into the name of the AOC holder that will operate the aircraft and payment only made to the same name.

The ICRC reserves the right to accept or reject any or all of the offer(s) at any time and/or stage without assigning any reason whatsoever and a request for offer is neither an agreement nor a commitment by the ICRC.

I, the undersigned ..... certify that all information given herein, attached pages included, is correct and take complete responsibility for this statement including the consequences in the event of false or erroneous information.

Date and place:

Signature:

Company Stamp: