

# REQUEST FOR TENDER

## N° RFTGVA22/00092

# Purchase of General Trucks All Wheel Drive

Closing Date and time: August 31, 2022\_ 18:00pm (Geneva time)

All offers submitted after the specified closing date and time will be rejected.

Validity of offer: 90 days

Please acknowledge receipt of this Request for Tender e-mail to:

gva\_logpurchengineering\_services@icrc.org

То:	From:		
	International Committee of the Red Cross		
	6, rue du Pré-de-la-Fontaine		
	CH-1217 Meyrin-Satigny Switzerland		
	Contact person: Jean-Luc Megevet		

#### 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.

Within the framework of its assistance program, the ICRC intends to purchase the below mentioned Goods and is hereby requesting a tender from your company for the following quality and quantity:

# 2. Goods, Quantity and Specifications

No	Items description	Specification	QTY/year	UOM
1	Cargo body trucks with Container support 4x2	See attached	7	
2	Cargo body trucks with Container support 4x4	Annex 1	3	
3	Cargo body trucks with Container support 6x2		1	EA
4	Cargo body trucks with Container support 6x4		3	EA
5	Cargo body trucks with Container support 6x6		14	
6	Cargo body trucks with Container support 8x8		1	

#### 2.1 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, so as for our pre-selected

suppliers to estimate the global purchasing volume they may expect, the total purchased quantity for each item for the period covering the last 12 months have been indicated in the column QTY.

These indicative quantities are just a forecast of what could be purchased within the coming year. The purchased quantities will depend on the future requirements following the ICRC operations.

## 3 Packing and Markings

All goods should be packed well to sustain transportation and weather circumstances up to the final destination.

## 4 Price and Payment terms

Currency: CHF or EUR or \$

Indicate prices without VAT (As the ICRC is not submitted to the VAT by the Swiss confederation, prices should exclude VAT and tax duties (official form concerning this VAT exclusion shall be submitted to you if necessary)

#### Payment terms

Payment will be done by bank transfer or by bank check within 60 banking days from the date of Acceptance of the Goods, or shipping against documents.

## 5 Delivery Terms and Schedule:

Incoterms FCA: 2914 LE Nieuwerkerk a/d IJssel The Netherlands

Delivery Time: From January 2023

Partial Shipment Allowed (yes)

The delivery time in calendar days for each item must be clearly included in the supplier's offer. Otherwise, the offer will not be accepted.

Any other shipping cost except FCA shall be provided in separate price.

#### **Documents required:**

Title	Original	Number of copies
Invoice	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 Licence if required by the authorities of the country of origin	1	1 in pdf
Delivery Note and packing list with Weight and	1	1 in pdf
Volume per unit in M <sup>3</sup>	•	<b>p</b> a

# 5 Tendering conditions

#### 5.1 Offer submission

The offer shall mention:

- The price of each of the items
- 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
  - Start stop engine available ?
  - o What is the part of recycled material/components in your production?
  - o 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)
  - 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:

To: gva\_logpurchengineering\_services@icrc.org

# **5.2** Duration of the frame agreement

The frame agreement will be awarded from the date of adjudication and for four years, (It may be extended with prior agreement of the two Parties.). During this duration, the ICRC will place orders to the selected supplier as per prices indicated in the tenders.

#### 6 Purchase

6.1 The items may be purchased by the Buyer at the quoted Prices at any time during the Term of the Agreement.

- 6.2 Purchase of the items will be made by issuing a purchase order. Such purchase order shall be in accordance with the terms of this Agreement and shall identify the quantity of required items, delivery terms, packaging and marking requirements of the shipment (as defined below) and other applicable conditions.
- 6.3 The Purchases will be carried out at the tender prices for a period of one year from date of signature of the frame agreement between the Buyer and the Seller.
- 6.4 After completion of the first year, prices might be revised once at the beginning of the second year of the frame agreement under a "Fluctuation" clause of 3% (no renegotiation within a +/- 3% price fluctuation). Renegotiation will be carried out on the basis of the following indicator: Price index for selected products of the building industry Chart KBOB -Federal office for statistic (OFS) Switzerland Each price revision will be subject to a re-negotiation between the ICRC and the supplier within the limit of the price increase/decrease as stated by the index evolution for the concerned products and, could not be considered as granted. This process will be reiterated after completion of the second and third year of the frame agreement.

#### 7 EDI solutions for ICRC orders

In 2021, the ICRC has started to implement 2 solutions of Electronic Data Exchanges: Direct EDI (ERP to ERP connection) and Web-EDI portal.

Upon request from the ICRC, the Supplier will be invited to onboard on the selected EDI solution at the start or during the validity of the Frame Agreement and it will therefore imply some changes in the way of communicating.

For most of Items suppliers, the Web-EDI portal solution, called Active Orders, developed by the service provider OpenText is the most appropriate option considering the flow of transactions between ICRC and the Supplier (monthly orders).

Active Orders is a free-of-cost tool, which also provides mature features such as a packing/dispatch module. It basically acts as a virtual extension of the ICRC's ERP for suppliers. It communicates with the ICRC's ERP using EDI messages, but it is not interfaced with suppliers' ERP and suppliers need to manually log-in to Active Orders in order to read and process ICRC's orders, from order acknowledgement to invoicing.

If the supplier is requested by the ICRC to onboard with the Web-EDI solution, Active Orders will then become the reference portal for the Supplier to receive, process and manage all ICRC orders.

For suppliers who will opt for the direct EDI connection, a dedicated project will have to be launched and the necessary resources will have to be allocated on Supplier side.

# 8 Penalty clause

Failure by Seller to avail the full quantity by the mentioned date will result in the Seller being penalized with a 1% reduction of the value of the undelivered goods per week of delay up to a maximum of 10 % of the total value of the contract.

## 9 Quality Inspection and Acceptance

This contract is subject to quality acceptance by the survey company mandated by and at the Buyer's cost or by the Buyer himself. The Seller will give all necessary assistance to the survey company.

The Seller will be responsible for the quantity and quality delivered according to the agreed specification. In case of delivery of non-conforming merchandises, the Buyer has the right to reject commodities not meeting the specifications stipulated in the contract.

In this case, the buyer may cancel the contract or request replacement of the goods. In both cases the Seller is liable for any costs of replacement, transportation, warehousing, taxes and charges and any other costs that may occur including removing or destruction.

## 10 Warranty

The Seller will be responsible for the quantity and quality delivered according to the agreed specifications. In case of delivery of non-conforming merchandise, Article 13 of the ICRC "General Conditions on purchasing" attached hereto and forming an integral part of this Agreement shall apply.

In case of faulty delivery or claim involving the legal implications of product liability for the items enclosed in Annex 1 of the frame agreement, the Seller commits himself to replace or reparation of faulty goods at his own expense and to perform delivery as per indications given by the Buyer. It is mutually understood that place of delivery may differ from the delivery terms specified in § 4.

#### 11 General Conditions

All conditions not mentioned herein shall be governed by the ICRC General conditions on purchasing.

Acceptance of the contract entails the waiving by the Seller of its General Conditions of Sales.

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

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

# 12 Deposit of offers and validity

All technical and financial offers have to be well scanned and sent to the following email address:

#### gva\_logpurchengineering\_services@icrc.org

All offers not following the clause for Deposit of offers will be disqualified.

All offers submitted after the specified closing date are ineligible.

All offers received will be held in confidence.

Offer changes by Seller must be received in writing prior to the closing date and must indicate that it is a revised tender.

All participating Sellers will be notified of the result of the selection process as soon as it is concluded.

Validity of offer: 90 days

\* \*

### Jean-Luc Megevet

Lead Buyer
International Committee of the Red Cross
6, rue du Pré-de-la-Fontaine
CH-1217 Meyrin-Satigny Switzerland
T +41 22 730 3463
imegevet@icrc.org