

Call for tender Document

**Call for Tender: Forensic Genetic Laboratory Services****Project:** DNA Identification of Missing Persons and other DNA supported Identifications of Humanitarian Nature.**RFT N°: GVA22/00123****A - Summary of Tender Form****Date of publication: 12.07.2022****Tender Closure: 16.09.2022 17:00 (Geneva time)**

All tender documents and related communications shall be sent exclusively via email to [gva\\_logpurchcontracts\\_services@icrc.org](mailto:gva_logpurchcontracts_services@icrc.org)

*To be completed by the bidder:*

Name of the Company: \_\_\_\_\_

Name of Representative: \_\_\_\_\_

Scope of the works: **Forensic DNA analysis of human biological samples**

Company's Address: \_\_\_\_\_

Company Representative's Phone No.: \_\_\_\_\_

Place and Date: \_\_\_\_\_

Company Representative's Signature: \_\_\_\_\_

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## Section 1. Call for Tender

The International Committee of the Red Cross (ICRC) is an impartial, neutral and independent organization whose exclusively humanitarian mission is to protect the lives and dignity of victims of armed conflicts and other situations of violence and to provide them with assistance.

It has a permanent mandate with its headquarters in Geneva, Switzerland, the ICRC is based in around 80 countries and has a total of more than 17,000 staff. The organization is at the origin of both the International Red Cross / Red Crescent Movement and of International Humanitarian Law, notably the Geneva Conventions.

Within the context of its humanitarian activities carried out worldwide, the ICRC is hereby inviting you to submit an offer to provide services in support of the above-referenced project.

Please reply to this communication indicating your intention to participate, or otherwise.

Should you wish to submit a bid in response to this RFT, please prepare your submission in accordance with the requirements and procedures outlined in this document. Bids must be submitted by the deadline specified in the Bid Data Sheet.

For further clarifications about this RFT, please contact the ICRC's point of contact using the email listed in the attached Bid Data Sheet.

This RFT consists of the following parts:

- Section 1: Call for Tender
- Section 2: Instructions to Bidders
- Section 3: Bid Data Sheet (BDS)
- Section 4: Evaluation Criteria
- Section 5: General Requirements and Technical Specifications
  - Annex 1: General ICRC Terms and Conditions for Services Agreements
  - Annex 2: Chain of Custody, Receipt and Return of Samples, Statement of Work, Deliverables and Reporting
  - Annex 3: Data Processing Frame Agreement
  - Annex 4: The ICRC Rules on Personal Data Protection
  - Annex 5: Technical and Reporting SOPs Undertaken by the Laboratory
- Section 6: Bidding Forms
  - Form A: Bid Submission Form
  - Form B: Bidder Information Form
  - Form C: Eligibility and Qualification Form
  - Form D: Technical Bid (Technical Capacity)
  - Form E: Price of services Form and Required Processing Time Form

The ICRC looks forward to receiving your response and thanks you in advance for your interest.

**Joël Malembe**

International Committee of the Red Cross (ICRC)

Rue du Pré-de-la-Fontaine 6, 1242 Satigny, Switzerland

Geneva, Tuesday, 12 July 2022

## Section 2. Instruction to Bidders

### GENERAL PROVISIONS

#### 1. Freedom of Obligation

Any bid submitted in connection with this call for tender will be considered an offer made by a participating bidder and does not constitute or imply the ICRC's acceptance of the offer in question. The ICRC is under no obligation to award a contract to any bidder. The ICRC reserves the right to cancel the procurement process at any time and without obligation.

#### 2. Eligibility

The ICRC routinely enters into commercial agreements with service providers in order to secure support for its humanitarian operations worldwide.

As potential partners in such agreements, bidders should not be suspended or disqualified by any other International Organization for the services requested under this RFT. As a result, bidders must inform the ICRC if they are subject to any sanction or temporary suspension issued by these organizations.

#### 3. Fraud & Corruption

The ICRC strictly enforces a zero-tolerance policy for prohibited practices such as fraud, corruption, collusion, unethical or unprofessional practices and obstruction of other vendors and requires all bidders to adhere to the highest ethical standards during the procurement process and throughout the resulting contract period.

Bidders/vendors are not permitted to offer any kind of gift or hospitality to ICRC staff members.

The ICRC shall reject a bid if it determines that the selected bidder engaged in any corrupt or fraudulent practices in competing for the commercial agreement in question.

Throughout its procurement process, the ICRC places great emphasis on procurement ethics. Therefore, all ICRC procurement staff members are bound by an internal Code of Conduct for Procurement. A zero-tolerance policy has been deployed for any breach identified in the ICRC purchasing units. Any breach should be reported to: <https://icrc.integrityplatform.org>

### BIDDING PREPARATION

#### 4. General Considerations

The bidder is expected to thoroughly review the RFT when preparing a bid submission. Significant deficiencies in providing the information requested in the RFT may result in the bid being rejected.

## 5. Documents Included in the Bid

The bidder shall provide documentary evidence of its status as an eligible and qualified vendor. A bidder's qualifications must be proven to the ICRC before a contract may be awarded.

The bidder is required to submit a technical offer using the forms provided for this purpose in this RFT.

The price of services must be calculated using the **Form E** and take into consideration the RFT's requirements. Any requirement described in the Technical Bid but not expressly priced in the Form E shall be assumed to be included in the prices of other services, as well as in the final total price.

A bidder is only allowed to submit one bid.

## 6. Requested documents

Tender Forms: A, B, C, D and E
A Call for Tender (present document including the annexes), all duly signed
Valid ISO/IEC 17025 accreditation certificate (Proof of accreditation)
Official letter issued by the bank indicating the relevant bank account details
Tax & VAT Clearance Certificate

## 7. Recommended documents

Provision of these documents is optional, but their inclusion in the submission is recommended:

Organizational chart or organigram
Any certificates supporting statements made in the bid other than those mentioned in Art. 6 above

## 8. Currency

Bidders may express the price of their services in euro (EUR) or in US dollars (USD) only. All quoted prices must be without VAT.

## 9. Language of the Bid

The Bid, as well as any and all subsequent communication between the Bidder and the ICRC, must be written in English.

## 10. Clarification requests from the Bidders

Bidders have the right to request clarifications on any of the RFT documents until the cut-off date specified in the Bid Data Sheet (BDS). Any clarification request must be made in writing and addressed in the manner specified in the BDS. The ICRC is not obligated to respond to questions made through ways other than those listed.

The ICRC will respond to clarification requests as soon as possible using the procedure described in the BDS. Any delay in such a response will not obligate the ICRC to extend the deadline for Bid submissions unless the ICRC considers that such an extension is reasonable and required.

## 11. Bid validity period and extension of validity period

All bids must remain valid for a period of 6 months calendar days beyond the bid submission deadline. During the bid validity period, bidders must maintain the validity of their original submissions, including the availability of key personnel, proposed rates, and quoted prices, without modification.

The ICRC may request that bidders extend the validity time of their bids prior to the expiration of the bid validity period. The request and reply must be submitted in writing and are considered part of the bid. A bidder agreeing to prolong the validity of his or her bid must do so without altering the initial bid. Bidders have the option of declining to extend the validity of bids, in which case the bid will not be reviewed further.

## SUBMISSION OF BIDS

### 12. Submission

Bidders must submit a signed and completed bid, including all documents and forms, in line with the RFT criteria. Bids must be signed by the Bidder or person duly authorized to commit the Bidder. The service price must be provided along with the technical bid.

Bids may be delivered only in electronic form, according to the instructions contained in this RFT. Individual communications may not exceed 5Mb; were needed, multiple email submissions must be numbered sequentially in their subject lines according to the following format: "email [sequential number] of [sequence total]"

The submission of heavy **technical** offers through online file transfer services such as WeTransfer is accepted. However, the submission of **commercial** offers may be made by email only and are subject to the above memory limitations and sequential numbering requirements.

Bidders should be aware that submitting a bid automatically indicates that the bidder acknowledges and accepts the ICRC's General Contract Terms and Conditions for Services Agreements in their entirety.

### 13. Bid Submission Deadline

The ICRC will only accept bids received before the bid submission deadline as specified in the Bid Data Sheet. Any offer received after the submission deadline will be rejected.

All offers sent by email should be sent to [gva\\_logpurchcontracts\\_services@icrc.org](mailto:gva_logpurchcontracts_services@icrc.org) before the closing date **on 16<sup>th</sup> September 2022 at 17:00 (Geneva time)**.

## BIDDING EVALUATION

### 14. Evaluation of Technical Bid and Prices

The technical Bids and prices will be evaluated by the assessment team based on their **Technical Specifications, Prices for required Services, Capacity (number of staff, processing time, time required for Delivery of Results and Reports) and quality of the Bid.**

The ICRC shall not release to bidders or to any other people not officially involved with the tender process any information pertaining to the examination, evaluation, and comparison of Bids.

## 15. Due diligence

The ICRC reserves the right to conduct a due diligence examination to assess the validity of the Bidder's information. This exercise must be completely documented and may involve, but is not limited to, the following:

- Verification of the Bidder's statements for accuracy and authenticity;
- Validation of the degree of conformity with the RFT regulations and requirements;
- Inquiry and verification of prior ICRCs' references;
- Physical examination, with prior notice served to the Bidder, of the Bidder's offices and premises where the Bidder's services are supplied;
- Other methods that the ICRC may find suitable prior to signing a contract agreement and at any point during the selection process;
- The ICRC may, at its discretion, request a clarification of any Bidder's statements in writing to aid in the investigation, evaluation, and comparison of Bids.

## 16. Nonconformities

At its discretion, the ICRC may disregard any nonconformities or omissions in a bid that, in the ICRC's opinion, do not constitute a material deviation if the bid is substantially responsive.

The ICRC may require the Bidder to provide additional information or documentation in order to correct non-material nonconformities or omissions in the Bid that are linked to documentation requirements.

## AWARD OF BID (CONTRACTUAL AGREEMENT)

### 17. Right to Accept or Reject Bids

The ICRC reserves the right to accept or reject any bid, to declare any or all bids non-responsive, and to reject all bids at any time prior to the signing of a contractual agreement, without incurring any obligation to notify the affected bidder(s) of the ICRC's action.

### 18. Criteria for signing a contractual agreement

The ICRC shall sign contractual agreements with qualified and eligible bidders whose offers are found to be responsive to the requirements and technical specifications. The ICRC is not obligated to award a contract to the Bidder that offers the lowest price for services.

### 19. Inspection

The ICRC may carry out inspections of the Bidder's laboratories, SOPs and other laboratory documentation relevant for the DNA profiling of biological samples provided by the ICRC, during regular business hours. These inspections will take place at the Bidder's premises. For inspection, the ICRC will give a minimum prior notice of 48 hours to the Bidder.

The ICRC might ask Bidders to perform test analysis on small number of post-mortem (bone or teeth) samples (e.g. 3 samples) before signing any contractual agreement, in order to directly sample the quality of services offered.

## 20. Payment of Services

The ICRC will pay the bidder for services delivered to and formally accepted by the ICRC. Such payments will be made based upon the fees and specific payment terms set forth in the contractual agreement after the completion of the tender exercise.

The price of the services shall be fixed for the duration of the contractual agreement and shall not be modified unless the bidder and the ICRC have agreed to an appropriate contract amendment in writing. The prices notably include the costs related to the performance of the services, including issuance of reports and expert opinions made by the Bidder to the ICRC.

The bidder shall invoice the ICRC for services accomplished, and all results and related data reported and delivered to the ICRC (ICRC Delegation). Each invoice shall provide a detailed and complete spending summary on the genetic tests requested by the ICRC and undertaken by the bidder during the invoiced period.

The bidder shall invoice the ICRC at the end of processing of a particular set/series of biological samples sent by the ICRC. In special situations, if processing large number of biological samples, the parties may agree that the bidder submits invoices after a specified number of processed samples on a monthly basis, on the final business day of each month during the term of the contractual agreement.

If the ICRC encounters technical problems in the course of the bidder's work, the ICRC will discuss it with the bidder and try to find a solution amicably and in good faith. However, this may alter the payment schedule. Any change of payment schedule needs to be mutually agreed upon.

Details on payment conditions are provided in Section 5: General Requirements and Technical Specifications, under the subheading "PAYMENT CONDITIONS"

The bidder shall receive payment net 45 days after the ICRC receives invoices for services rendered under the terms of the contractual agreement. Payments will be made via bank transfer in the contractual currency.

Address for invoices:

The ICRC currently works in over 90 countries worldwide. For each context requiring DNA profiling, the ICRC will inform the Bidder of:

- Specific ICRC delegation requiring DNA profiling,
- Address of the ICRC Delegation.

Invoices will be processed by the ICRC structure that is issuing the corresponding DNA profiling request.

## 21. Governing Law and Dispute Resolution

The tender and any dispute relating thereto will be governed by the laws of Switzerland, without regard to conflict/choice of law principles.

Any dispute, controversy, or claim arising out of, or in relation to, this RFT, including the validity, invalidity, breach or termination thereof, shall be resolved by arbitration in accordance with the UNCITRAL Arbitration Rules in force on the date on which the Notice of Arbitration is submitted in accordance with these rules. The seat of the arbitration shall be Geneva (Switzerland).

The language of the arbitration shall be English.

## **22. Quality Inspection and Acceptance**

The successful bidder will be responsible for the quantity and quality of delivered services, according to the agreed specifications.

In case of delivery of nonconforming services, the ICRC has the right to reject such services not meeting the specifications stipulated in the contract.

In this case, the ICRC may cancel the contract, request repeat of works or apply penalty in accordance with the Acceptance Quality Limit rules which will be specified in the contract agreement with the selected bidder. The selected bidder is liable for any costs of replacement, transportation, warehousing, taxes and charges and any other costs that may occur including removing or destruction.

## **23. Signature of a Frame Agreement**

The successful bidder is required to sign and date the Frame Agreement and General Condition for Services Agreements and deliver it to the ICRC within thirty (30) days of receipt.

## Section 3. Bid Data Sheet (BDS)

BDS No.	Data	Specific Instructions / Requirements
1	Language of the Bid	English
2	Bid Validity Period	6 months
3	Advanced payment upon signing of contract	Not Allowed
4	Currency of the Bid	Euro or US Dollars
5	Closure deadline for submitting requests for clarifications / questions and latest deadline for receipt of responses.	Clarifications: 05 <sup>th</sup> August 2022 at 17:00 (Geneva time) Responses: 12 <sup>th</sup> August 2022 at 17:00 (Geneva time)
6	Contact Details for submitting clarifications/questions	E-mail address: <a href="mailto:gva_logpurchasecontracts_services@icrc.org">gva_logpurchasecontracts_services@icrc.org</a> Cc: <a href="mailto:jomalembe@icrc.org">jomalembe@icrc.org</a>
7	Manner of providing responses/clarifications to queries	By email
8	Deadline for bid submission	<b>16<sup>th</sup> September 2022 at 17:00 (Geneva time)</b>
9	Allowable Manner of Submitting Bids	Email
10	Bid Submission Address	E-mail address: <a href="mailto:gva_logpurchasecontracts_services@icrc.org">gva_logpurchasecontracts_services@icrc.org</a> Cc: <a href="mailto:jomalembe@icrc.org">jomalembe@icrc.org</a>
11	Electronic submission (email) requirements	Each communication shall not exceed 5Mb. Sequential numbering of emails in the subject line (“email [sequence number] of [total sequence]” to be included in the subject line of all submissions. File hosting services such as WeTransfer can be used to transmit technical proposals; commercial proposals may <b>only</b> be submitted by email (with or without attachment) using the secure email account listed in line 10, above.
12	Expected date for commencement of Contract	December, 2022
15	Maximum expected duration of contract	3 years extendable
17	Type of Contract	Frame Agreement for Services
18	ICRC's Contract Terms and Conditions that will apply	The ICRC General Terms and Conditions for Services Agreements

The information below for the services to be obtained will complement, extend, or modify the provisions of the Call for Tender.

## Section 4. Evaluation Criteria

### Preliminary Assessment Criteria

Bids will be assessed to see if they are complete and filed in accordance with RFT regulations, based on the following criteria, which will be graded on a Yes/No basis:

- Appropriate signatures
- Minimum Bid papers delivered
- Bid Validity

### Minimum Qualifications and Eligibility Criteria

On a pass/fail basis, eligibility and qualification will be assessed.

	Criteria	Document Submission requirements
<b>ELIGIBILITY</b>		
<b>Legal Status</b>	Vendor is a legally registered entity.	Form B: Bidder Information Form
<b>Eligibility</b>	A Bidders is not suspended or disqualified by any other International Organization for the services requested under this RFT.	Form A: Bid Submission Form
<b>Certificates and Licenses</b>	Quality Certificate – ISO/IEC 17025	Form B: Bidder Information Form
	For forensic genetics, valid accreditation to ISO/IEC 17025 standards is required, and accreditation must be obtained from an agency that is a signatory to the International Laboratory Accreditation Cooperation Mutual Recognition Agreement (ILAC MRA). During the term of the contract, the bidder should present an action plan for conducting appropriate surveillance audits.  Any other relevant Accreditation Certificate possessed by DNA laboratory.	
<b>QUALIFICATION</b>		
<b>History of Non-Performing Contracts</b>	Non-performance of a contract did not occur as a result of contractor default for the last 3 years.	Form C: Qualification Form
<b>Litigation History</b>	No consistent history of court/arbitral award decisions against the Bidder for the last 5 years.	Form C: Qualification Form
<b>Previous Experience</b>	For signing Frame Agreement that includes DNA profiling of bone/teeth samples the Bidder must prove: <ul style="list-style-type: none"> <li>– Minimum 10 years of experience in processing bone/teeth remains for human identification purposes.</li> <li>– Experience with DNA processing old skeletal remains (e.g. more than 15 years old) with obtaining good results.</li> </ul>	Form C: Qualification Form

	<ul style="list-style-type: none"> <li>- Minimum of 2000 DNA analysis of post-mortem samples for the last 5 years (DNA Laboratory must possess capabilities for processing a large number of bone/teeth samples).</li> <li>- The Bidder should demonstrate that they have a variety of verified DNA extraction and amplification techniques to use for challenging samples.</li> </ul>	
<b>Technical Evaluation</b>	The technical bids shall be evaluated on compliance or non-compliance with the technical specifications identified in the bid document.	Form D: Technical Bid Form
	Time required for DNA processing and Reporting	Form E: Price of Services and Required Processing Time Form
<b>Financial Evaluation</b>	Detailed analysis of the prices based on requirements listed in Section 5 and quoted for by the bidders in Form E.	Form E: Price of Services and Required Processing Time Form

## Section 5: General Requirements and Technical Specifications

### BACKGROUND

The ICRC is a humanitarian organization that was established in Geneva, Switzerland, in 1863. Its mandate is principally set out in the 1949 Geneva Conventions, which have been ratified by all States, the 1977 Additional Protocols thereto, and the Statutes of the International Red Cross and Red Crescent movement, which have been adopted inter alia by States. The ICRC adheres strictly to the Fundamental Principles of neutrality, impartiality and independence in its operations. In addition, the ICRC’s long-standing policy and practice of confidentiality, which derives directly from the principles of neutrality and independence, was developed as its standard working method;

According to International Humanitarian Law (IHL), parties to an armed conflict must take all feasible measures to account for persons reported missing as a result of an armed conflict, and must take all feasible measures to identify human remains prior to their disposal and provide family members with any information on their fate and whereabouts. According to IHL, families of missing persons have a right to know about the fate and whereabouts of their loved ones;

The ICRC, vested by the mandate of an independent, neutral, impartial and humanitarian organization, is committed to support the authorities in their efforts to clarify the fate and whereabouts of missing persons, in particular to identify persons missing in relation to the armed conflicts around the world, with a view to providing answers to their families;

The ICRC also support authorities in their efforts to clarify the fate and whereabouts of missing migrants, with the view to providing answers to their families.

The ICRC also supports authorities in Protection of Family Links (PFL). A Resolution on Restoring Family Links and data privacy was adopted by States and National Societies at the 33rd International Conference of the Red Cross and Red Crescent, which took place from 9–12 December 2019 in Geneva.

Within the Frame of the ICRC’s forensic programs carried out worldwide, the ICRC will sign Frame Agreements with selected bidders, but not with exclusivity, for the DNA profiling of Biological Reference Samples (BRS) from family members of missing persons or persons under PFL (humanitarian reunification of families), for the profiling of Exclusion samples (samples from staff involved in the sample collection and processing) and for the profiling of Post-Mortem (PM) samples from human remains;

### SERVICES REQUIRED

#### 2.1. Services Required During the Period of the Contract

The successful Bidder is required to perform DNA profiling (the “Services”) of:

- BRS from family members of missing persons/migrants or persons under PFL
- Exclusion samples and
- PM samples from human remains on demand and based on the needs of the ICRC
- Any biological samples tested for humanitarian purposes

The Services Required During the Period of the Frame Agreement:

1.	DNA Extraction from biological samples (BRS, Exclusions, PM samples)
2.	Autosomal STR testing of BRS and Exclusion samples
3.	Y-STR testing of BRS and Exclusion samples

4.	Mitochondrial DNA (mtDNA) testing of BRS and Exclusion samples (HVI/HVII, full control region or whole mtDNA genome)
5.	Autosomal STR testing of human PM (bone or tooth) samples
6.	Y-STR testing of human PM (bone or tooth) samples
7.	MtDNA testing of human PM (bone or tooth) samples (HVI/HVII, full control region or whole mtDNA genome)
8.	Forensic Massive Parallel Sequencing (MPS) testing of BRS (e.g. with ForenSeq DNA Signature Prep Kit or similar)
9.	Forensic Massive Parallel Sequencing (MPS) testing of PM (bone or tooth) samples (e.g. with ForenSeq DNA Signature Prep Kit or similar)

**IMPORTANT NOTE:** The Frame Agreement with the successful Bidder(s) could be signed for partial or for all services listed above. For the avoidance of doubt, it is hereby specified that the ICRC shall have no obligation to require the performance of the Services by the Bidder(s) and the Bidder(s) shall have no exclusivity for the provision of such Services.

## **2.2. Genetic analysis of BRS, Exclusion samples and PM samples from human remains**

The Bidder agrees to perform the following services as requested and as set out in Annex 2 and in compliance with the Bidder's Standard Operating Procedures (SOPs) listed in Annex 4 and good laboratory practice rules and regulations:

- DNA extraction and DNA profiling (STR/SNP/MPS) from BRS and Exclusion samples (Blood on FTA and Buccal cells on FTA/Filter Paper)
- DNA extraction, DNA quantification and DNA profiling (STR/SNP/MPS) of PM (bone or tooth) samples from human remains
- Re-testing of BRS, Exclusion and PM samples (STR/SNP/MPS);
- Comparison of all obtained DNA profiles against Bidder's staff elimination database
- Reporting to the ICRC all results and providing documentation associated with each sample. The reporting shall also follow data processing and personal data protection rules set out in Annex 2 and Annex 3.

## **2.3. Chain of Custody, Receipt and Return of Samples**

Chain of Custody, Receipt and Return of Samples procedures are defined in Annex 2. The Bidder agrees to adhere to all procedures regarding the chain of custody, receipt and return of samples are defined and agreed in Annex 2.

## **2.4. Statement of Work**

Statement of Work is defined in Annex 2. The Bidder agrees to adhere to all points and procedures as defined and agreed in Annex 2.

## **2.5. Deliverables and Reporting**

Each Bidder must state in their Bid the number of weeks required for the delivery of the results (including Reports and Expert Opinion) for both BRS, exclusion and PM samples, using **Form E**.

Bidders have option to state the number of weeks required for the delivery of all Results and Reports based on the number of samples per batch (number of samples delivered in individual shipments, e.g. 1-20, 21-50, 50+).

The details on results delivery schedule will be agreed upon by the Bidder and the ICRC in writing prior to the dispatch of each shipment the biological samples by the ICRC.

The Bidder agrees to provide all results as agreed in Annex 2.

## **2.6. Storage**

The Bidder agrees to keep a copy of all data associated to tested BRS, Exclusion and PM samples (including raw data of samples and all controls and ladders, DNA quantification results, Chain of Custody documentation, inventory photos, analyzed profiles (e.g. export of project from GeneMapper ID-X software), pdf files of results, result reports in Excel table and all other Reports related to analysed data) for at least 10 years after completion of Services.

Unused or partially used BRS, exclusion samples and PM samples (including bone/tooth powder) may be stored in Bidder's laboratory for a maximum of 12 months. The ICRC must notify the Bidder in writing prior to the return shipment of samples according to procedure set out in Annex 2.

The remaining extracted DNA will be destroyed by the successful Bidder under clearly specified instructions from the ICRC as set out in Annex 2.

The Bidder agrees to destroy all amplification products within two months after DNA profiling.

## **2.7. Restrictions on Data Use**

The Bidder agrees to use any data collected within the frame or in relation to the Services (including Genetic Data and Personal Data as defined under Annex 3; the "Data"), solely for the performance of the requested Services. Any other use of the Data is strictly prohibited. In particular, such data shall not be used for scientific or commercial purposes.

The ICRC will use the data collected from DNA profiling for purely humanitarian purposes of giving answers to the families of missing persons about the fate and whereabouts of their loved ones or for restoring family links.

## **2.8. Ownership of the samples**

The donors of BRS from family members of missing persons, persons under PFL and ICRC's staff involved in the sample processing (Exclusion samples) shall in all circumstances remain the owners of the samples provided to the successful Bidder by the ICRC. The ICRC has been duly authorized by such donors to provide the samples to the successful Bidder for the performance of the Services.

## PAYMENT CONDITIONS

### 3.1. General provisions

The cost of all shipments related to samples (i.e. shipment of BRS, Exclusion and PM samples from the ICRC to the Bidder and shipment of unused or partially used biological samples (including e.g. bone/teeth powder) from the successful Bidder to the ICRC shall be borne by the ICRC.

### 3.2. Types of Genetic analysis and Prices

The ICRC and successful Bidder agree on the price per sample processed, analyzed, reported, temporarily stored and returned, as agreed in Annex 2 and in accordance with form E.

The Bidder must fill the **Form E**, labelling all types of testing that offers and indicating the requested price per sample. The Bidder has the option to adjust the price according to the sample volume.

The volume price assumes that the samples be provided together for analysis, allowing for batch processing to improve efficiency and reduce costs.

No changes to the prices or content of the Bid shall be offered or permitted once it has been submitted.

### 3.3. Conditions of Purchase

#### a) Inspection

The ICRC may carry out inspections of the Bidder's laboratories, relevant SOPs and other relevant laboratory documentation during regular business hours (e.g. 8:00 am – 5:00 pm). These inspections will take place at the Bidder's premises. For inspection, the ICRC will give a minimum prior notice of 48 hours to the Bidder.

#### b) Procedure

The Bidder will ensure that strict analytical procedures, as agreed in Annex 2 and Annex 4, are applied against contamination risks.

The Bidder shall not conduct any additional testing and analysis requiring additional payment without prior written approval from the ICRC.

Upon request by the ICRC, the Bidder shall inform the ICRC of a DNA profiling progress (number of processed samples, stage of processing, estimated delivery of results and reports) by email, to enable the ICRC to evaluate its program situation at all times.

Bidder is prohibited of subcontracting a third-party Services without ICRC's prior written consent. Sub-bidder means a third party to which the Bidder delegates any portion of its obligations according to this Frame Agreement. The Bidder will not subcontract, in whole or in part, without the ICRC's prior written approval. The Bidder agrees to: (i) impose on sub-bidder's obligations consistent with the terms of the Frame Agreement, and (ii) ensure that sub-bidders comply with the Frame Agreement. The Bidder's use of any sub-bidder will not relieve, waive, or diminish any obligation the Bidder has under the Frame Agreement. The Bidder is solely responsible for the acts or omissions of sub-bidders.

### c) Data and documents required from the Bidder

For each delivery of results, the Bidder must ensure provision of:

- All information, results and reports related to the samples and DNA profiling as specified in Annex 2, in particular:
- Complete inventory of the submitted specimen;
- Chain of Custody and all relevant information related to the processed samples from the Bidder's LIMS;
- All data related to the DNA profiling (DNA quantification results, raw genetic data (for tested samples, all relevant controls and ladders), PDF files of each obtained EPGs, STR profiles in Excel files, DNA analysis reports and Expert opinions);
- Analysis method, panels, bins and information on size standard used for DNA profiling;
- In case of mtDNA analysis, all data related to mtDNA profiling (DNA quantification results, raw genetic data, mtDNA analysis results and reports and Expert opinions);
- In case of DNA profiling using MPS, all relevant data related to MPS analysis.

The Bidder may deliver commercial invoices by email, quoting the relevant ICRC purchase order reference(s).

## CONFIDENTIALITY

### 4.1. Confidential Information

Confidential information shall mean any information generated, collected or handled by the Bidder and the ICRC (hereafter "Parties") within the Frame of the Agreement, including information obtained through the RFT. In general, all information concerning the Parties and their activities shall be treated as confidential information. Confidential Information further means and refers to all trade secrets and business or technical information of the disclosing Parties including, but not limited to, methods, techniques, processes, software, documentation, devices, or compilations of information, samples and documentation.

The definition of Confidential Information shall include, in particular, information related to:

- all the samples supplied by the ICRC to the Bidder,
- all the documents and information through which the source or identity of one or more samples may be determined (labels, identification numbers, reports, drafts, test results or other identifying criteria or modality);
- all data, information and documents related to sample DNA analysis, results, reports and other deliverables, and all copies thereof;
- all documents used to determine, compile and/or analyze results and to prepare the deliverables and all copies thereof;
- all the SOPs and guidelines used for processing the samples.

Each Party agrees, during the term of the Frame Agreement and thereafter, to maintain all confidential information disclosed by the other Party in strict confidence, to use at least the same degree of care with respect to Confidential Information as it uses with respect to its own proprietary or confidential information (but in any event no less than a reasonable degree of care), not to disclose or use, directly or indirectly, any of the Confidential Information for any purpose other than the limited purpose set forth in the Frame Agreement.

The Bidder undertakes to respect the confidentiality of Confidential Information, including the ICRC's communications, the content and records of its communications with the ICRC, as well as of any

information collected in the implementation of the Frame Agreement. Accordingly, the Bidder shall not disclose and shall cause its representatives not to disclose any Confidential Information, including the content of communications and information, without the ICRC's prior written consent, to any individual or entity other than the Parties or their permitted representatives, including once the activities covered by the Frame Agreement are terminated. In particular, the Bidder shall not permit the disclosure or use of these communications and information in any legal, judicial or administrative proceedings, without prior written consent of the ICRC.

The Bidder agrees to allow access to the Confidential Information received from the ICRC exclusively to its principals, employees or consultants approved by the ICRC, who must necessarily know about it in order to fulfil the purpose set forth in the Frame Agreement. The Bidder shall ensure that its staff members are contractually bound to maintain the confidential nature of information gathered or acquired in the implementation of the Frame Agreement, both during their employment and thereafter.

The Bidder in particular agrees:

- a. to notify each principal, employee or consultant who is provided with access to the ICRC's Confidential Information of its confidential nature and of their obligation, to maintain such confidentiality,
- b. to obtain and maintain written confidentiality obligations at least equal to those set forth by the Frame Agreement from said principals, employees and consultants, which bind them during their employment and thereafter,
- c. to take reasonable measures to restrain said principals, employees or consultants from unauthorized use or disclosure of any Confidential Information.

The Bidder further agrees that it shall not make copies of or otherwise reproduce any material that may constitute Confidential Information provided by the ICRC except to the extent necessary for the attainment of the purposes of the Frame Agreement.

The obligations of the Parties with respect to Confidential Information shall not apply to information that was independently developed by one Party without using or consulting the confidential information of the other Party.

In any case and under all circumstances, the confidentiality, the privilege of non-disclosure of the ICRC and the testimonial immunity of its personnel should be observed and the Bidder commits to take whatever precaution is necessary to ensure this and to avoid any act that could affect the ICRC's prerogatives.

#### **4.2. Third Party Requests for Disclosure of Confidential Information**

If any third-party entity seeks access to or requests disclosure of confidential information related to biological samples provided by the ICRC, the Bidder shall inform the ICRC thereof without delay and prior to any such disclosure. Should the ICRC not consent to the information in question being disclosed, the Parties shall cooperate in view of seeking the best protections available to avoid disclosure. Should the Bidder be legally prohibited from notifying the ICRC as set out above, the Service Provider shall transmit to the requesting third party that the data requested constitutes data of the ICRC as an international organization and is protected by the ICRC's privileges and immunities.

## COMMUNICATION AND DATA PROTECTION

### 5.1. General Communication Rule

The Bidder will not issue or make, directly or indirectly, any press releases or other public announcements relating to this Frame Agreement or the underlying Services between the ICRC and the Bidder without the prior written approval of the ICRC.

### 5.2. Communication on DNA profiling

- The ICRC will schedule, together with the Bidder, the delivery and return of biological samples (BRS, Exclusion and PM samples).
- All biological samples to be delivered to the Bidder will be identified by sample codes corresponding to the chain of custody. Post-mortem samples will have a description of the anatomical origin of the sample.
- The Bidder will notify the ICRC by email upon the receipt of samples.
- The Bidder will communicate only with the ICRC the results obtained during and from the DNA profiling.
- The Bidder will send the ICRC the DNA profiling results as described in Annex 2 as agreed and on an on-going basis. A secured file transfer via ICRC's File Transfer Platform (FTP) will be used for the delivery of the results, to avoid the transfer of files and attachments through email.
- Problems encountered in the DNA profiling process by the Bidder should be transparent and feedback provided to the ICRC on an on-going basis.
- The Bidder will immediately notify the ICRC by email if any changes relevant for the DNA profiling (e.g. technical change or new procedure/modification) that required validation have been made to any of the SOPs listed in Annex 4 and share the newest version of the SOP and relevant validation results.
- Twice per year (e.g. in May and in October) the Bidder will provide the ICRC with all current SOPs and a revision history of what was updated.

### 5.3. Data Protection

With regards to all data (including genetic data) and processing activities related to the Frame Agreement, the ICRC acts as a Data Controller, while the Bidder acts as Data Processor in compliance with the instructions contained in the Data Processing Frame Agreement (Annex 2).

Both Parties shall comply with Annex 2, Annex 3 and Annex 4 for the performance of the Services.

## FRAME OF THE PRESENT CALL FOR TENDER

This Call for Tender only concerns the works listed above in the Section 5: General Requirements and Technical Specifications, subheading "SERVICES REQUIRED". All Bidders are obliged to fully refer to them in their material and cost estimation.

The works will be under the technical supervision of the ICRC.

**ANNEXES:**

- Annex 1: General ICRC Terms and Conditions for Services Agreements
- Annex 2: Chain of Custody, Receipt and Return of Samples, Statement of Work, Deliverables and Reporting
- Annex 3: Example of a Data Processing Frame Agreement
- Annex 4: The ICRC Rules on Personal Data Protection
- Annex 5: Technical and Reporting SOPs

Read and approved: \_\_\_\_\_

Place and date: \_\_\_\_\_

Company: \_\_\_\_\_

Function and signature of bidder: \_\_\_\_\_