

**INTERNATIONAL COMMITTEE OF THE RED CROSS
INTERNATIONAL ORGANIZATION for MIGRATION**



ICRC

19, avenue de la Paix
CH-1202 Geneva
Switzerland
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Route des Morillons 17,
1218 Le Grand-Saconnex
Switzerland

Geneva, August 31, 2022

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

REQUEST FOR TENDER FOR COLLAPSIBLE JERRYCANS 10 & 20 LITERS - FRAME AGREEMENT
RFT: ICRC/IOM/GVA22/00141 – V2
Closing date for sample delivery to the ICRC and the external lab: September 30, 2022 at 18:00 (Geneva time)
Closing date for commercial offer along with laboratory results: November 11, 2022 at 12:00 (Geneva time)
Validity of the offer until: November 11, 2023

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 around 80 countries and has a total of more than 17,000 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.

The International Organization for Migration was established in 1951. IOM is the leading inter-governmental organization in the field of migration and works closely with governmental, intergovernmental and non-governmental partners.

With 165 member states, a further 8 states holding observer status and offices in over 100 countries, IOM is dedicated to promoting humane and orderly migration for the benefit of all. It does so by providing services and advice to governments and migrants.

IOM works to help ensure the orderly and humane management of migration, to promote international cooperation on migration issues, to assist in the search for practical solutions to migration problems and to provide humanitarian assistance to migrants in need, including refugees and internally displaced people.

Within the above mandates and their consequences around the world, the ICRC & IOM invite suppliers to tender for the below mentioned items.

ICRC & IOM's yearly estimated need for collapsible jerrycans (Sum of both 10 & 20 liters) is approximately 400'000. This quantity is an estimate and does not in any way represent a commitment from the ICRC & IOM. The quantities to be purchased will depend on actual requirements from ICRC & IOM operations in the field. Please note therefore that quantities required may fluctuate.

Destination of the jerrycans: Any place in the world, to be confirmed for each order.

Article 1. Commodity

The ICRC & IOM are calling for the tendering of 2 (Two) types of collapsible jerrycans:

GOODS: JERRYCAN, collapsible, 10L and 20L, food grade plastic, screw cap

See Annex 1 and 1bis for specifications, AQL, and penalty policy.

Product should be offered with full specifications.

Other Pertinent information

- 1) We reserve the right to accept the whole or part of your offer and the lowest evaluated bid will not be accepted.
- 2) If inspection is required, we will advise in time of purchase and arrange at our cost.
- 3) Depending on the organization placing an order, ICRC General Terms and Conditions for Purchase Agreements or IOM General Procurement Principles shall apply. See enclosure.

Article 2. Corporate social responsibility: Ethical and environmental requirements

2.1 Prequalification

The ICRC and/or IOM will visit manufacturing plants for prequalification.

In case the proposed manufacturing plant was not yet visited for prequalification, a visit may be organized.

The ICRC and/or IOM will bear the cost of prequalification visits.

2.2 QSE audit compliance

The ICRC and/or IOM will mandate an external company to perform a Quality, Social, and Environmental (QSE) audit to shortlisted companies (after analysis of the offers and samples).

The Frame Agreement (FA) will be awarded only upon a positive result of this audit.

The ICRC and/or IOM will bear the cost of the audit.

The audit report may be shared with members of the QSE inter-organization group.

Article 3. Tendering conditions

3.1 Preferred Suppliers

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

Vertical integration of the production will be preferred.

3.2 Other Preferences

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

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

These requirements are aimed to minimize the impact of the ICRC & IOM's orders on current running business agreements or partnerships of their suppliers.

3.3 Commitment letter

The Suppliers are requested to provide a "commitment letter" stating the following:

The Suppliers will commit themselves to supply under the FA only collapsible jerrycans pre-qualified and manufactured in positively audited plants.

The Supplier is requested to state:

- The daily and yearly production capacity of the validated plant for each item quoted (Simultaneous productions of 10 & 20L collapsible jerrycans)
- The different production capacities already mobilized under current engagements with other customers and the remaining potential capacities to dedicate each of the ICRC & IOM's jerrycan production
- Potential production capacity growth in percentage comparing to the previous year
- Name and full physical address of the manufacturing plant, and the number of employees.

Failure to provide accurate information in the letter will result in automatic rejection of the bid.

This commitment letter will be annexed to the offer as per part 3.11.

3.4 Production launching time & capacity

Please clearly state in detail your production launching lead-time for the following cases as per two different types of jerrycans 10 and 20L:

- Small orders (i.e. 5'000 jerrycans)
- Regular orders (i.e. 20'000 jerrycans)
- Large orders (more than 40'000 jerrycans)

3.5 Duration of the Frame Agreement

The FA will be awarded from the date of adjudication and for three years. It may be extended with prior agreement of two Parties.

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

The ICRC & IOM will preferably place orders with the 1st awarded Supplier.

Nevertheless, in case of limited production capacity for the 1st awarded Supplier at the time of the ICRC & IOM's requirements, the ICRC & IOM reserve the right to place freely an order among other awarded Suppliers.

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

3.6 Prices, terms and conditions

Suppliers are invited to quote for collapsible jerrycan 10L and/or 20L.

Kindly state your best firm price without VAT in USD or EUR (**Table Annex 2 to be used**)

Please indicate your preferred international **index for monitoring raw material** section. Please also announce an official **website for the monitoring** of that index.

Cost Breakdown: Please state your fixed costs and the variable costs clearly in order to adjust the unit price during quarterly price revisions. Please also specify the preferred **formula** for the price revision in the Annex 2.

Sales prices will be revised quarterly on each first Monday of the new quarter.

The Seller will automatically announce to the Buyer the new index level and associated sales prices (Updated price table).

The Buyer is not obliged to accept the price increase if that one is not justified.

In case of absence of moulds, the offer should indicate:

- The cost for each mould (Separately for 10L & 20L)
- Price for jerrycans 10 & 20L for the first 150,000 pieces including the amortization of the mould cost
- Price for jerrycans 10 & 20L after 150,000 pieces once mould amortized

3.7 Laboratory test

Laboratory tests must be performed by the below-mentioned laboratory.

The results must be in conformity for all parameters as per attached technical specifications.

Clauses mentioning "Conformity of the goods with required specifications" should clearly appear on the certificate issued by the laboratory. In case of non-conformity, the report should indicate it. The full test results must be sent directly by the laboratory to gva_logpurchasecontracts_services@icrc.org and to the Supplier at the same time.

All cost associated with samples submission and tests are to be paid by the Supplier directly to the below-mentioned laboratory. Approximate full test cost is USD 736/sample.

Required Test:

Material & Food grade: manufactured of food grade LDPE.
Overall migration < (or =)10 mg/dm².
Material - Specific migration of 7 heavy metals on plastics simulants representing aqueous foods EN 13130-1 Regulation 10/2011/CE
(Overall migration and specific migration Regulation (EU) 2020/1245)

Duration: 30 days

3.8 Dispatch of the samples

The transport charge for sample delivery will be borne by the Supplier.

↑ Samples for Laboratory tests:

1 sample per item (for 10L and/or 20L jerrycans depending on the quotation proposed) to be sent for laboratory test to:

SGS Hong Kong

Contact person: Sandy Yan

Email: sandy.yan@sgs.com

Address: 4/F, On Wui Centre, 25 Lok Yip Road, Fanling, NT, Hong Kong (Room 315 Logistic & Attn. to 1/F Sandy Yan).

Phone: +852 2774 7117

Please ensure to contact Ms. Sandy Yan to complete all necessary procedures before delivering the samples.

↑ Samples for ICRC review:

1 sample per item (for 10L and/or 20L jerrycans depending on the quotation proposed) to be sent for review to:

INTERNATIONAL COMMITTEE OF RED CROSS

Logistics Division

Attn. Afshin Amini

6, rue du Pré-de-la-Fontaine

Meyrin 1217, SWITZERLAND

Important notice: Physical tests will be performed on the samples received.

Closing date for sample delivery: September 30th, 2022 at 18:00 (Geneva time)

Very Important:

The Supplier should ensure the samples delivered to the ICRC and to the above-mentioned laboratory are the same and with the same batch number

On your sample, please mention your company name, address, contact person and details, plus item description and the tender number: **RFT: ICRC/IOM/GVA22/00141.**

3.9 Supplier's registration

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

3.10 Dispatch of the offer, closing date

Offers must be received by email by the ICRC on or before **November 11th, 2022, at 12:00 (Geneva time)**.

Emails shouldn't exceed 5Mo.

Email address: gva_logpurchcontracts_services@icrc.org

Email title must clearly indicate:

Tender Documents for Collapsible Jerrycans Frame Agreement: **RFT: ICRC/IOM/GVA22/00141**

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

3.11 Contents of the offer

- a. Product offered with full specifications
- b. Commercial offer without VAT (Please fill the table **Annex 2**) along with your price revision formula
- c. Commitment letter as per part 3.3
- d. Country of production
- e. Type of packing (with and without pallet), net and gross weight, cubic dimensions
- f. Loading capacity per 20' container, 40' container and 40'HC container
- g. Location of registered office and company headquarter
- h. Weekly production capacity
- i. Permanent storage capacity
- j. Validity of offer for supply (**requested until November 11, 2023**)
- k. Duly signed ICRC General Terms and Conditions for Purchase Agreements (**Annex 3**) & IOM General Procurement Principles and Processes (**Annex 4**)
- l. Duly signed ICRC & IOM specifications & AQL (**Annex 1 & Annex 1bis**)
- m. Bank information and bank credit attestation issued by your bank (Original document on bank letterhead)
- n. Valid Quality certificates received from inspection companies, if any (For example: ISO, REACH, etc.)
- o. Bidder's name, title and signature
- p. Date and place
- q. In case of absence of mould and therefore of sample test results, please provide a detailed design for jerrycans 10L & 20L, the cost of moulds, and the feasibility of the technical proposal (Lead time)

3.12 Offer validity

Your offer must remain valid for acceptance until **November 11th, 2023**.

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 agreed specifications and AQL.

ICRC & IOM will perform systematic controls on consignment delivered to our warehouses.

In case of delivery of non-conforming merchandise, Article 5 of the ICRC “General Terms and Conditions for Purchase Agreements” attached hereto (Annex 3) and forming an integral part of Frame Agreements shall apply as well as AQL penalties (Annex 1).

4.2 Requested labelling on each carton

According to AQL (Annex 1 & Annex 1bis).

4.3 Specific Marking

To be defined on each Purchase Order.

4.4 Packing

According to AQL (Annex 1 & Annex 1bis)

4.5 Delivery time

The goods should be ready for shipment within 48h from the reserved stock at Supplier's warehouse when receiving ICRC or IOM's confirmed purchase order.

4.6 Insurance

According to Incoterms® ICC 2020.

4.7 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 article 4.9 & 4.10.

4.8 Address for the invoice

Either
International Committee of the Red Cross
19, Avenue de la Paix
CH-1202 Genève - Switzerland

Or
International Organization for Migration
Route des Morillons 17,
1218 Le Grand-Saconnex - Switzerland

Depending on the organization placing the order.

4.9 Documents required for each Delivery

- Invoice in triplicate with Buyer PO number as reference
- Signed delivery order (CMR, AWB, B/L) by the carrier
- Packing List in triplicate (+ one copy to be put inside the consignment)
- Certificate of Origin

- Other documents according to each Purchase Order

4.10 Dispatch of documents

Two full sets of originals to be sent (respectively) at seller's expense

- 1) To the consignee
- 2) To the ICRC ordering entity (Geneva or other LSCs) or IOM Geneva + commercial invoice

For orders placed by ICRC, a scan of each invoice should be sent to invoices@icrc.org and the ICRC lead buyer should be cc'd.

For orders placed by IOM, a scan of each invoice should be sent to GPSU at gpsuprocurement@iom.int

Article 5. Reserved stock and consigned stock of sleeping mats

No reserved stock is requested for jerrycans.

Article 6. Payment of Reserved Goods at the end of the Term

N/A

Article 7. 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 & IOM.

Article 8. General Terms and Conditions

8.1 Acceptance of the agreement

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

8.2 Terms and Conditions

All terms and conditions not mentioned herein shall be governed by the ICRC "General Terms and Conditions for Purchase Agreements" and IOM "General Procurement Principles and Processes", attached hereto and being considered an integral part of the Agreement.

Article 9. Incoterms

Each Incoterm mentioned in the present document refer to INCOTERMS® ICC 2020

Article 10. Receipt acknowledgement

Please acknowledge the receipt of this RFT: ICRC/IOM/GVA22/00141 by email to gva_logpurchcontracts_services@icrc.org

We look forward to hearing from you.

Yours sincerely,

Mrs. Hui LIU
INTERNATIONAL COMMITTEE OF RED
CROSS - Logistics Division
6, rue du Pré-de-la-Fontaine
Meyrin 1217, Switzerland

Ms. Niiara Abliamitova
Head, Global Procurement and Supply
Unit
Manila Administrative Center
Manila, Philippines

[E-mail: gva_logpurchcontracts_services@icrc.org](mailto:gva_logpurchcontracts_services@icrc.org)

Attachments:

- Annex 1 – ICRC Jerrycans 10L & 20L Technical Specifications and AQL
- Annex 1bis – IOM Jerrycans 10L & 20L Technical Specifications, AQL and Logo
- Annex 2 - Price table - RFT-ICRC/IOM/GVA22/00141 – Jerrycans 10L & 20L
- Annex 3 – ICRC General Terms and Conditions for Purchase Agreements
- Annex 4 – IOM General Procurement Principles and Processes