

# INTERNATIONAL COMMITTEE OF THE RED CROSS & INTERNATIONAL ORGANIZATION for MIGRATION



## ICRC

19, avenue de la Paix  
CH-1202 Geneva  
Switzerland  
Tel: +41 22 730 20 93 (direct)



Route des Morillons 17,  
1218 Le Grand-Saconnex  
Switzerland

**Geneva, September 2nd, 2022**

**Please acknowledge receipt of this tender request by e-mail on [gva\\_logpurchcontracts\\_services@icrc.org](mailto:gva_logpurchcontracts_services@icrc.org)**

REQUEST FOR TENDER FOR BUCKETS 14L - FRAME AGREEMENT
N° RFT/ICRC/IOM/GVA22/00142 – <b>V2</b>
<b>Closing date for sample delivery to the ICRC and the external lab: October 7, 2022 at 18:00 (Geneva time)</b>
<b>Closing date for commercial offer along with laboratory results: November 18, 2022 at 12:00 (Geneva time)</b>
<b>Validity of the offer until: November 18, 2023</b>

**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 13,000 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 Buckets 14L is approximately 350'000 units. 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 Buckets 14L: Any place in the world, to be confirmed for each order.

## **Article 1.        Commodity**

The ICRC is calling for the tendering of Buckets 14L:

GOODS: Buckets 14L

**See Annex 1 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 need 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 organised.

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 minimise 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 Frame Agreement only Buckets 14L pre-qualified and manufactured in positively audited plants.

The Supplier is requested to state:

- The yearly production capacity of the validated plant for each item quoted
- The different production capacities already mobilised under current engagements with other customers and the remaining potential capacities to dedicate for each of the ICRC & IOM's Buckets 14L 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 both of the following cases:

- Small orders (i.e. 1FCL20')
- Large orders (i.e. 3FCL40'HC)

#### **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 2010. The ICRC & IOM will preferably place orders with the 1<sup>st</sup> awarded Supplier.

Nevertheless, in case of limited production capacity for the 1<sup>st</sup> 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

Kindly state your best firm price without VAT in USD or EUR (**Table Annex 2 to be used**) Please specify the price difference with / without logo printed on the Buckets 14L.

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 related to raw material 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 a mould
- Price for Bucket 14L for the first 150,000 pieces including the amortization of the mould cost
- Price for Bucket 14L after 150,000 pieces once mould amortized

### 3.7 ICRC tests and 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\\_logpurchcontracts\\_services@icrc.org](mailto:gva_logpurchcontracts_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 1'490.

**Required Test:**

Material & Food grade: Virgin food grade HDPE high density polyethylene, and virgin LDPE low density polyethylene, OR: Virgin food grade Copolymer Polypropylene (PP).  
Should not contain toxic elements according to EN 1186-3-9 standard.  
(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:**

**2 samples of Bucket 14L** to be sent for laboratory test to:

**SGS Hong Kong**

Contact person: Sandy Yan

Email: [sandy.yan@sgs.com](mailto: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 of Bucket 14L** 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:** **October 7th, 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/GVA22/00142.**

### 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 18th, 2022 at 12:00 (Geneva time)**.

**Emails shouldn't exceed 5Mo.**

Email address: [gva\\_logpurchasecontracts\\_services@icrc.org](mailto:gva_logpurchasecontracts_services@icrc.org)

Email title must clearly indicate:

"Tender Documents for Buckets 14L Frame Agreement: **RFT/ICRC/IOM/GVA22/00142**"

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 18th, 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 specifications & AQL (**Annex 1**)
- 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

### 3.12 Offer validity

Your offer must remain valid for acceptance until **November 18th, 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 bucket 14L

According to AQL (**Annex1**) for ICRC (Without logo).  
With IOM logo for IOM orders (**Annex 5**).

#### 4.3 Specific Marking

To be defined on each Purchase Order.

#### 4.4 Packing

According to AQL (**Annex 1**)

#### 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 2010.

#### 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 2010 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 or IOM Geneva + commercial invoice

For orders placed by ICRC, a scan of each invoice should be sent to [invoices@icrc.org](mailto: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 [gpsuglobalta@iom.int](mailto:gpsuglobalta@iom.int)

#### **Article 5.        Reserved stock and consigned stock of Buckets 14L**

The ICRC and/or IOM may ask the supplier to hold permanently a reserved stock for 10'000 finished Buckets 14L at his own premises and to avail this stock within max 48 hours for shipment.

è Please, state and commit on the minimum and maximum lead-time for availing the items at nearest Port based on FOB Incoterm® ICC 2010 (All handlings & possible transports lead-times included).

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

6 months before the end of the contract, the Supplier shall ask a written confirmation to the Buyer stating that the reserved stock shall be maintained until the end of the contract. If such a confirmation is not given to the Supplier, the Supplier shall sell the reserved stock to ICRC and/or IOM during the last 6 months of the contract and the ICRC and/or IOM won't buy the reserved stock once the Frame Agreement expired.

#### **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 2010



**Article 10. Receipt acknowledgement**

Please acknowledge the receipt of this **RFT/ICRC/IOM/GVA22/00142** by email to **[gva\\_logpurchasecontracts\\_services@icrc.org](mailto:gva_logpurchasecontracts_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\\_logpurchasecontracts\\_services@icrc.org](mailto:gva_logpurchasecontracts_services@icrc.org)

**Attachments:**

- Annex 1 - Specifications and AQL Buckets 14L
- Annex 2 - Price table - RFT-ICRC/IOM/GVA22/00142 – Buckets 14L
- Annex 3 - ICRC General Terms and Conditions for Purchase Agreements
- Annex 4 - IOM General Procurement Principles and Processes
- Annex 5 - IOM logo and printing instructions