

REQUEST FOR TENDER N° TEH

22/00002

ICRC Clearance and road transport Transit via Iran to Rostov Russia

Date, 5th April 2022

Please acknowledge receipt of this Request for Tender by sending a reply to the ICRC sender.

Parties:

From:	То:

1. INTRODUCTION

The International Committee of the Red Cross is an independent, neutral organization ensuring humanitarian protection and assistance to the victims of war and other situations of violence.

Within the framework of its assistance program in Iraq, the ICRC is hereby requesting a tender from your company for the services(s) mentioned in the paragraph 2 of this document.

Support services to be incorporated shall include all necessary activities to achieve satisfactory performance of the requested work.

- 1.1 **Due date** for return of tenders is no later than <u>12:00 PM on Tuesday 5th April 2022</u> (Tehran time)
- 1.2 **Offer Validity**: Offer has to be valid at least for 14 days in order to give enough time to the ICRC to make the selection and award the contract.
- 1.3 **Rates validity:** Once accepted, the rates will not change for the duration of the contract subject to this tender.

2. PURPOSE OF THE CONTRACT

Multiple Road Transportation service for Humanitarian Aid departing from different location and Transit via Iran, with the final destination being the Rostov Russia destination.

The "awarded supplier", named hereafter "Contractor" or "Transporter", will be responsible to issue all the requested documents and arrange all clearances in order to transfer the goods to the final destination. It is the awarded supplier's responsibility to ask the ICRC for the relevant documentation needed from the ICRC in order to issue the complete file for this transport and all relevant clearances.

3. SCOPE OF WORK

It is the responsibility of the Contractor to assign the relevant type and number of truck/trailer to the operation(s) subject to this service. It is the Contractor responsibility to add trucks in order to maintain the service performance.

The ICRC requests that at least 1 driver from each group/convoy is able to speak Arabic or English.

It is the responsibility of the Transporter to complete all clearance documentation and take all relevant actions in order to perform whatever the INCOTERM is.

Is it the responsibility of the transporter to arrange weighment of loaded container(s) and truck(s) as and when required.

3.1 Offer:

There are six options for truck type requested by the ICRC, they are listed below. Please clearly provide offers for <u>either/both</u> trucking options.

OPTION 1 – Ex Pakistan- Karachi

- 1. Lift the shipment by truck and using the road transport Ex Karachi to Rostov/Russia by Truck via Iran
- 2. Lifting the shipment by truck from Karachi up to Anzali port/IR and then by Ro/Ro to **Kuryk port** and **Olya port**
- 3. Lifting the shipment by truck from Karachi up to Anzali port and then Transship them into the containers from Anzali to **Kuryk port** and **Olya port**
- 4. Lifting the shipment by truck from Karachi up to Baku and then by Ro/Ro vessel to **Kuryk port** and **Olya port**

OPTION 2 – Ex Iraq- Erbil

- Lift the shipment by truck and using the road transport Ex Erbil to Rostov/Russia by Truck via Iran
 OPTION 3 Ex Inida-
- 6. from Kandla and Mundra port to Bandar Abbas port then by Road to Rostov/Russia by Truck via Iran

The offer must mention:

Price per truck, Max load per truck, Transit time, Free days for loading, offloading, Demurrage/detention rate, Bandar Abbas Port charges (Handling and clearance). and has to include all customs clearances and all other expenses.

Kindly note that no additional cost will be accepted for trucking.

3.2 Contact(s):

The Contractor have to give to the ICRC a person, located in Iran, reachable 24/7 during the operations. The focal point designated have to ensure a permanent contact with the drivers and update the ICRC on a daily basis.

4. FINANCIAL DETAILS

4.1 Cargo Type/ commodities:

Various non-perishable items for Humanitarian Aid

4.2 Prices:

Prices offered have to be final and will not be negotiated.

4.3 Currency:

Offer currency required in **Iranian Rials or EUR** Indicate prices without VAT (if VAT included, please specify).

4.4 Payment:

Payment will be done against official invoice, in **Iranian Rials** by bank transfer or cheque, within 2 weeks after the goods delivery (receipt dully signed and CMR/Bill of lading received by the ICRC's warehouse at destination).

4.5 Penalties:

It is the responsibility of the Contractor to control the loading and accept the delivery. Missing or damaged parcels at destination will be charged at cost (buying price) to the Contractor by deduction on the final invoice.

4.6 Demurrage / detention:

The ICRC requests a minimum of 2 days of free demurrage (1 for loading, 1 for offloading).

• Detention of trucks at the loading point of factories

Some of the cycles of activities described above involve stuffing of trucks at the factory premises at the shipper's cost, entailing some detentions to the trailers. Following free times shall be provided allied with activities at loading place:

- If the truck reaches the factory premises for exports stuffing before noon on a working day, then a free time of one working day, i.e. the day of arrival of the truck at the premises, has to be provided.
- If the truck reaches after noon, the day of arrival shall be excluded for calculating the above free time of one working day. i.e. the free time will be up to midnight of next working day .
- The loading plans will be coordinated in advance with the transporter to ensure on-time loading.
- All efforts shall be made to ensure that trucks carrying loaded export goods are not excessively detained for Customs or other formalities.
- The delays resulting from examination and release of cargo/containers by Customs will not cause a ground for Claim of any sort by transporter on the ICRC.

4.7 Responsibilities / Obligations:

- In case of an accident or for any other reason, if a container needs to be transshipped on to another vehicle en route, the transshipment shall be carried-out by the transporter at his risk and cost.
- The transporter shall also be liable to pay the compensation/claims arising out of any damage to Container and cargo, including the claims in respect of short deliveries, if any, occurring due to such mishaps.
- The transporter shall also be liable for any third party claims and damages including the Customs duties /damages for short deliveries, if any, occurring due to such mishaps.
- The ICRC reserves the right to deduct such amounts from any amount payable to the contractor.
- The contractor is advised to take appropriate insurance coverage against these unforeseen events.

4.8 Costs Allocation:

The following costs will be paid by the transporter and have to be included in the offer:

- All Customs Clearance Costs
- Weighting cost
- Container loading/offloading on/out of the truck/trailer
- Bandar Abbas Port charges
- Visa issuance cost for drivers
- Checkpoint fees

5. GENERAL CONDITIONS

All conditions not mentioned herein shall be governed by the ICRC General conditions Contracts for Service.

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

Tenderer must note that The ICRC reserves the right to reject any tender received which contains exceptions to the proposed contract terms and conditions. If both parties agreed, the contract can be raise for 1 year.

The ICRC will have to ask with 5 working days' notice and the transporter will have the obligation to respond and confirm the service within 2 working days and be able to provide the service in time. In case of non-reply within 2 working days, or if the service cannot be provided, the ICRC will find another transport solution and the "failing contractor" will be charged for the difference of price and will issue a credit letter.

The ICRC reserves the right to discuss for an eventual extension of the contract after its end. Maximum 2 extensions up to 6 months max each.

The ICRC has the right to end the contract with 20 working days' notice without any penalties or explanation.

The contract is not under any circumstances binding the ICRC in an exclusive deal with the Contractor.

6. ARBITRATION

This contract is subject to arbitration exclusively, according to the ICRC General Conditions for Work (appendix 1).

8. QUALITY INSPECTION AND ACCEPTANCE

Failure by Tenderer to satisfactorily investigate the conditions as aforesaid shall not relieve the Tenderer from the responsibility for estimating properly the difficulty or the cost of performing the work.

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

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

9. DEPOSIT OF OFFERS

All offers have to be sent via email, mentioning clearly the tender reference, before the closing date and time as defined in the paragraph 1.1.

The offers have to be sent by email to the following email address **only** (any other address copied results to the cancellation/rejection of the offer):

teh tender 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 Contractor must be received in writing prior to the closing date and must indicate that it is a revised tender.
- All participating Contractors will be notified of the result of the selection process as soon as it is concluded.
- All question(s) related to this tender have to be submitted by email to "teh_tender_services@icrc.org" The ICRC will respond, if necessary, via a "clarification" sent to all bidders.

It has to be noted that this Tender does not imply any commission and that ICRC is not liable to provide any explanation for its final selection of the Contractor.

We thank you for your anticipated co-operation and look forward to receiving your quotation.

International Committee of the Red Cross