

Request for Proposal



DRC Iraq Office.
40 M Street.
Quattro MRF Block A Floor 10.
Erbil.

25/08/2019

To:

Request for Proposal No.: RFP-IQ-EBL-001- Travel Agency Services (Re-advertisement)

The bidders who applied on the tender online, are kindly requested to re-submit their bids to the new email address (tender.iq.ebl@drc.ngo)

Dear Sir/Madam:

The Danish Refugee Council assists refugees and internally displaced persons across the globe: we provide emergency aid, fight for their rights, and strengthen their opportunity for a brighter future. We work in conflict-affected areas, along the displacement routes, and in the countries where refugees settle. In cooperation with local communities, we strive for responsible and sustainable solutions. We work toward successful integration and – whenever possible – for the fulfillment of the wish to return home.

The Danish Refugee Council was founded in Denmark in 1956, and has since grown to become an international humanitarian organization with more than 7,000 staff and 8,000 volunteers. Our vision is a dignified life for all displaced

The Danish Refugee Council (DRC) has received a grant from *various donors* for the implementation of the humanitarian aid operation in Iraq. Part of this operation is the supply of Travel Agency Services. Therefore, the DRC requests you to submit price bid(s) for the supply of the services listed on the attached DRC Bid Form Annex A.

I. TENDER DETAILS

The Tender details are as follows:

Table 1:

Line	Item	Time, date, address as appropriate
1	RFP published	24/08/2019
4	Closing date and time for receipt of Tenders	29/08/2019 at 16:30 Iraq time
5	Tender Opening Location	DRC, 40 M Quattro MRF , Floor 10 , Block A.
6	Tender Opening Date and time	01/09/2019 at 14:00 Iraq time

PLEASE NOTE: NO BIDS WILL BE ACCEPTED AFTER THE ABOVE CLOSING TIME AND DATE

IMPORTANT INFORMATION REGARDING THIS RFP:

- **THIS RFP IS LAUNCHED FOR THE PURPOSE OF ESTABLISHING A FRAMEWORK AGREEMENT WITH THE SUPPLIER FOR THE SUPPLY OF TRAVEL AGENCY SERVICES FOR PERIOD OF 12 MONTHS. AN EXTENSION CAN BE MADE UPON REQUEST FROM THE PURCHASER AND ISSUANCE OF AN AMENDMENT TO THIS CONTRACT. HOWEVER, ALL EXTENSIONS ARE BASED ON A PERFORMANCE REVIEW.**
- A Framework agreement is not binding DRC to place any Purchase Orders. DRC will place orders to the awarded supplier based on the agreement as per its requirement.

- DRC may choose to cancel the agreement if deemed necessary.
- DRC may choose to split the contract award to more than one supplier.
- The delivery time of the supply shall be within 3 hours of placing order. DRC may terminate the contract if supplier fails to deliver items within this period.
- No advance payment will be paid to the awarded supplier. The awarded supplier is expected to mobilize its own resources to deliver the agreed material.

II. SELECTION AND AWARD CRITERIA

The criteria for awarding contracts resulting from this Tender is based on ‘best value for money’. For the purpose of all tenders DRC defines best value for money as:

Best value for money should not be equated with the lowest initial bid option. It requires an integrated assessment of technical, organizational and pricing factors in light of their relative importance (i.e. reliability, quality, experiences, and reputation, past performance, cost/fee realism, delivery time, reasonableness, need for standardization, and other criteria depending on the item to be procured).

A. Preliminary Examination Criteria

Submitted offers will be reviewed on “Pass” or “Fail” basis to determine compliance with the below formal criteria/ requirements:

- a) Offers must be submitted within the stipulated deadline YES NO
- b) Offers must meet required Offer Validity YES NO
- c) Offers have been signed by the proper authority YES NO
- d) Properly registered and licensed company YES NO
- e) At least 2 years of experience in the required area YES NO

DRC reserves the right to reject any proposal at this stage.

B. Administrative Evaluation

A bid shall pass the administrative evaluation stage before being considered for technical and financial evaluation. Bids that are deemed administratively non-compliant may be rejected. Documents listed in Table 2 below shall be submitted with your bid.

Table 2:

#	Annex #	Document	Instructions
1	A.1	Statement of Works	Sign, stamp and submit
2	A.2	Bid Form (Financial)	Complete ALL sections in full, sign, stamp and submit
3	B	Tender and Contract Award Acknowledgement Certificate	Complete ALL sections in full, sign, stamp and submit
4	C	Supplier Profile and Registration Form	Complete ALL sections in full, sign, stamp and submit
5	D	General Conditions of Contract for the Procurement of Services	Sign, stamp and submit
6	E	DRC Supplier Code of Conduct	Sign, stamp and submit
7	F	Company Profile, which should not exceed ten (10) pages, including printed brochures and product	Submit (Applicant’s template is acceptable)

		catalogues relevant to the goods/services being procured;	
8	G	Qualification Form	Complete ALL sections in full, sign, stamp and submit
9	H	Official Letter of Appointment as local representative, if Bidder is submitting a Bid in behalf of an entity located outside the country	Submit (if applicable)
10	I	Quality Certificate (e.g., ISO, IATA Affiliation Certificate etc.) and/or other similar certificates, accreditations, awards and citations received by the Bidder, if any	Submit
11	J	Latest Audited Financial Statement (Income Statement and Balance Sheet) including Auditor's Report for last two years	Submit
12	K	Statement of Satisfactory Performance from the Top 3 Clients in terms of Contract Value of the past 3 years	Submit (Applicant's template is acceptable)
13	L	Volume of sales for the last 2 years as follows: <ul style="list-style-type: none"> • Annual number of tickets issued; • Annual turnover amount (monetary value) in 2017-2018. 	Submit (Applicant's template is acceptable)
14	M	List of name(s) and address(s) of main and branch office (s) (if any) worldwide;	Submit (Applicant's template is acceptable)
15	N	Format for CV of Proposed Key Personnel	Complete ALL sections in full and submit

C. Technical Evaluation

For all bids deemed technically compliant as per the specification stipulated in Table 3, DRC will give a weighted combined technical and financial score. The weighted score will determine the contract award.

The bid evaluation will be made based on weighted scoring criteria with the following bid evaluation criteria:

Generic Technical compliance:

- **Technical/Finance proportion 70/30**
- **Minimum passing technical score 150**

The technical criteria for this RFP and their weighting in the technical evaluation are:

Table 3:

Technical criteria #	Technical criteria	Weighting in technical evaluation [Total 240 points]
1	Bidder's experience and reputation on the market	40
1.1	Bidder's experience in the field (2-3 years of relevant services provision – 10 pts., 5 and more years – 20 pts.).	20
1.2	Years of IATA membership (2 - 3 years– 10 pts., 5 and more years – 20 pts.)	20
2	Bidder's capability and expertise	110

2.1	Number of branch office(s) around the country/worldwide – max 30 points (1 branch minimum – 15 points, 3 points for every additional branch in the country and/or worldwide, but no more than 15 points)	30
2.2	Number of qualified staff employed - 20 points max: 10 or less qualified staff – 5 points, 11-15 -10 points, 16-20 -(11-15) points, 21-25 experts and over – 16-20 points)	20
2.3	Volume of sales for the past 2 years – max 60 points: - minimum 1000 tickets sold annually - 20 points, 5 points for every additional 1000 tickets but not more than 10 points - minimum value/turnover of tickets sold annually –USD 100,000 - 20 points, 5 points for every additional 50,000 but not more than 10 points).	60
3	Key personnel	90
3.1	Certificates or diploma in travel management services – 40 points max (at least one certificate or diploma in managing corporate (GDS systems and e-travelling) travel/air tickets reservation/booking system – 20 points, 5 points for every additional certificate but not more than 20)	40
3.2	IATA certified staff member in travel management - 10 points max	10
3.3	Proven successful field experience in the similar assignments/projects with acknowledged results – 40 points max (3 years' experience minimum requirement – 20 points, 10 points for every additional year but no more than 20)	40

Please note that bids shall respond to all criteria, or their bid may be disqualified.

D. Financial Evaluation

All bids that pass the Technical Evaluation will proceed to the Financial Evaluation. Bids that are deemed technically non-compliant will not be financially evaluated.

The total amount of points allocated for the financial scoring component is 30. The maximum number of points will be allotted to the lowest priced proposal that is opened and compared among those service providers, which obtain the threshold points in the evaluation of the technical component. All other price proposals will receive points in proportion to the lowest financial proposal using the inverse proportion principle

$(\text{lower bid price}) * (\text{fin_weighting_proportion}) / (\text{next bid price})$.

III. TENDER PROCESS

The following processes will be applied to this Tender:

- Tender Period
- Tender Closing
- Tender Opening
- Preliminary Evaluation
- Administrative Evaluation
- Technical Evaluation

- Financial Evaluation
- Contract Award
- Notification of Contract Award

IV. SUBMISSION OF BIDS

Bidders are solely responsible for ensuring that the full bid is received by DRC in accordance with the RFP requirements, prior to the specified date and time mentioned above. DRC will consider only those portions of the bids received prior to the closing date and time specified.

All responsive Bids shall be written on the **DRC Bid Form (Annex A.1 and A.2)**.

Beyond the DRC Bid Form, the following documents shall be contained with the bid:

- **Tender & Contract Award Acknowledgment Certificate (Annex B), and the Supplier Profile and Registration form (Annex C), plus any other documents required.**

Bids not submitted on Annex A, or not received before the indicated time and date as set forth on page 1, or delivered to any other email address, or physical address will be disqualified.

Bids submitted by mail, email or courier by so is at the Bidders risk and DRC takes no responsibility for the receipt of such Bids.

Bidders are solely responsible for ensuring that the full Bid is received by DRC in accordance with the RFP requirements.

A. Hard Copy:

Hard copy Bids shall be separated into 'Financial Bid' and 'Technical Bid':

- The Financial Bid shall only contain the financial bid form, Annex A.2
- The Technical Bid shall contain all other documents required by the tender as mentioned in section A. Administrative Evaluation, but excluding any pricing information

Each part shall be placed in a **sealed** envelope, marked as follows:

RFP-IQ-EBL-001	TRAVEL	AGENCY
SERVICES		
TECHNICAL BID		
Bidder Name:		

RFP-IQ-EBL-001	TRAVEL	AGENCY
SERVICES		
FINANCIAL BID		
Bidder Name:		

Both envelopes shall be placed in an outer **sealed** envelope, addressed and delivered to:

RFP-IQ-EBL-001 **TRAVEL AGENCY**
SERVICES
DRC IRAQ, Erbil Offices
40m Road. Quattro MRF, Block A, Floor
10.
Erbil, Iraq.

B. Email submission

Electronic bids should be sent to tender.iq.ebl@drc.ngo

Bids cannot be submitted by email.

V. SUBMISSION OF SAMPLES

N/A.

VI. COMPLETION OF BID FORM

A. Prices Quoted

Any discount offered shall be included in the Bid price.

B. Currency

The currency of the Bid shall be in USD or IQD (1 USD = 1,198.376 IQD). No other currencies are acceptable.

C. Language

The Bid Form, and all correspondence and documents related to this RFP shall be in English.

D. Presentation

Bids shall be clearly legible. Prices entered in lead pencil will not be considered. All erasures, amendments, or alterations shall be initialed by the signatory to the Bid. Do not submit blank pages of the Bid Form and/or schedules which are unnecessary for your offer. All documentation shall be written in English. All Bids shall be signed by a duly authorized representative of the Bidder.

E. Split Awards

DRC reserves the right to split awards.

F. Validity Period

Bids shall be valid for at least the minimum number of days specified in the RFP from the date of Bid closure. DRC reserves the right to determine, at its sole discretion, the validity period in respect of Bids which do not specify any such maximum or minimum limitation.

VII. ACCEPTANCE

DRC reserves the right, at its sole discretion, to consider as invalid or unacceptable any Bid which is a) not clear; b) incomplete in any material detail such as specification, terms delivery, quantity etc.; or c) not presented on the Bid Form – and to accept or reject any amendments, withdraws and/or supplementary information submitted after the time and date of the RFP Closure.

VIII. AWARD OF CONTRACTS

This RFP does not commit DRC to award a contract or pay any costs incurred in the preparation or submission of Bids, or costs incurred in making necessary studies for the preparation thereof, or to procure or contract for services or goods. Any bid submitted will be regarded as an offer made by the Bidder and not as an acceptance by the Bidder of an offer made by DRC. No contractual relationship will exist except pursuant to a written contract document signed by a duly authorized official of DRC and the successful Bidder.

DRC may award contracts for part quantities or individual items. DRC will notify successful Bidders of its decision with respect to their Bids as soon as possible after the Bids are opened. DRC reserves the right to cancel any RFP, to reject any or all Bids in whole or in part, and to award any contract.

Suppliers who do not comply with the contractual terms and conditions including delivering different products and of different origin than stipulated in their Bid and covering contract may be excluded from future DRC RFPs.

IX. CONFIDENTIALITY

This RFP or any part hereof, and all copies hereof shall be returned to DRC upon request. This RFP is confidential and proprietary to DRC, contains privileged information, part of which may be copyrighted, and is communicated to and received by Bidders on the condition that no part thereof, or any information concerning it may be copied, exhibited, or furnished to others without the prior written consent of DRC, except that Bidders may exhibit the specifications to prospective subcontractors for the sole purpose of obtaining offers from them. Notwithstanding the other provisions of the RFP, Bidders will be bound by the contents of this paragraph whether or not their company submits a Bid or responds in any other way to this RFP.

X. COLLUSIVE BIDDING AND ANTI-COMPETITIVE CONDUCT

Bidders and their employees, officers, advisers, agent or sub-contractors shall not engage in any collusive bidding or other anti-competitive conduct or any other similar conduct, in relations to:

- The preparation of submission of Bids,
- The clarification of Bids,
- The conduct and content of negotiations,
- Including final contract negotiations,

In respect of this RFP or procurement process, or any other procurement process being conducted by DRC in respect of any of its requirements.

For the purpose of this clause, collusive bidding, other anti-competitive conduct, or any other similar conduct may include, among other things, the disclosure to, exchange or clarification with, any other Bidder, person or entity, of information (in any form), whether or not such information is commercial information confidential to DRC, any other Bidder, person or entity in order to alter the results of a solicitation exercise in such a way that would lead to an outcome other than that which would have been obtained through a competitive process.

XI. IMPROPER ASSISTANCE

Bids that, in the sole opinion of DRC, have been compiled:

- With the assistance of current or former employees of DRC, or current or former contractors of DRC in violation of confidentially obligations or by using information not otherwise available to the general public or which would provide a non-competitive benefit,
- With the utilization of confidential and/or internal DRC information not made available to the public or to the other Bidders,
- In breach of an obligation of confidentially to DRC, or contrary to these terms and conditions for submission of a Bid, shall be excluded from further consideration

Without limiting the operation of the above clause, a Bidder shall not, in the absence of prior written approval from DRC, permit a person to contribute to, or participate in, any process relating to the preparation of a Bid or the procurement process, if the person has at any time during the 6 months immediately preceding the date of issue of this RFP was an official, agent, servant, or employee of, or otherwise engaged by, DRC and was engaged directly, or indirectly, in the planning or performance of the requirement, project, or activity to which this RFP relates.

XII. CORRUPT PRACTICES

DRC has zero tolerance for corruption.

The Bidder represents and warrants that neither it nor any of its potential subcontractors are engaged in any form of corruption, defined by DRC as the misuse of entrusted power for private gain.

This definition is not limited to interactions with public officials and covers both attempted and actual corruption, as well as monetary and non-monetary corruption. The definition includes, but is not limited to, corruption in the form of: facilitation payments, bribery, gifts constituting an undue influence, kickbacks, favouritism, cronyism, nepotism, extortion, embezzlement, misuse of confidential information, theft, and various forms of fraud, such as forgery or falsification of documents, and financial or procurement fraud. No offer, payment, consideration or benefit of any kind, which could be regarded as an illegal or corrupt practice, shall be made, promised, sought or accepted – directly or indirectly – as an inducement or reward in relation to activities funded by DRC, including tendering, award or execution of contracts. DRC reserves the right, without prejudice to any other right or remedy available to it, according to any violation of this clause to immediately reject the submitted offer, and to take such additional action, civil and/or criminal, as may be appropriate.

The Bidder agrees to accurately communicate DRC's policy with regards to Anti- Corruption to Third Parties. The Bidder furthermore agrees to inform DRC immediately of any suspicion or information it receives from any source alleging a violation of this policy to the contact details of the specific DRC country operations via www.drc.dk/where-we-work, or via DRC's Code of Conduct Reporting Mechanism: www.drc.dk/relief-work/concerns-complaints/code-of-conduct-reporting-mechanism. Reports of suspected corruption can also be reported directly to DRC HQ at c.o.conduct@drc.dk.

XIII. CONFLICT OF INTEREST

A Bidder shall not, and shall ensure that its employees, officers, advisers, agents or subcontractors do not place themselves in a position that may, or does, give rise to an actual, potential or perceived conflict of interest between the interests of DRC and the Bidder's interests during the procurement process.

If during any stage of the procurement process or performance of any DRC contract a conflict of interest arises, or appears likely to arise, the Bidder shall notify DRC immediately in writing, setting out all relevant details of the situation, including those cases in which the interests of the Bidder conflict with the interests of DRC, or cases in which any DRC official, employee or person under contract with DRC may have, or appear to have, an interest of any kind in the Bidder's business or any kind of economic ties with the Bidder. The Bidder shall take steps as DRC may reasonably require, to resolve or otherwise deal with the conflict to the satisfaction of DRC.

XIV. SUPPLIER DUE-DILIGENCE & VETTING

As part of the Supplier Approval Process, DRC shall take additional, explicit steps to verify that suppliers are reliable, not sanctioned, and competent and have the capacity to meet the contractual obligations before approving a vendor as a DRC Approved Supplier.

In relation to supplier vetting, some key publicly available sanctioned entities and persons are provided in Table 4 below.

Table 4:

Any US Gov. Funding (USAID, OFDA, USDoS, etc.)	US Government System for Award Management
	U.S. Treasury List of Specially Designated Nationals and Blocked Persons
European Union	Consolidated List of Sanctions
DFID - UK HM Treasury	Consolidated List of Targets website
DFID - UK Home Office –	Proscribed Terrorist Groups or Organizations
UK Gov. Funding (DFID)	HM Treasury Designated Organisations and Individuals
World Bank	List of Ineligible Firms & Individuals
World Bank - UNDC	StAR Corruption Cases Search Centre
UNSC	UN Security Council - ISIL (Da'esh) & Al-Qaida Sanctions List
United Nations	United Nations Security Council Sanction List

XV. WITHDRAWAL/MODIFICATION OF BIDS

Requests to withdraw a Bid after the Bid Closure Time shall not be honoured. If the selected Bidder withdraws its Bid, DRC shall duly register the said Bid and shall evaluate it alongside all other received Bids. If the selected Bidder has furnished a Bid security, DRC shall withhold such Bid security until the issue has been resolved.

Withdrawal of a Bid may result in your suspension or removal from the DRC suppliers List.

A Bidder may modify its Bid prior to the RFP closure. Any such modification shall be submitted in writing and in a sealed envelope, marked with the original Bid number. No modification shall be allowed after the RFP closure.

XVI. LATE BIDS

All Bids received after the RFP closure will be rejected.

XVII. OPENING OF THE RFP

The Tender Opening will take place at the time and location stated above.

Any attempt by a Bidder to influence the Evaluation Committee in the process of examination, clarification, evaluation and comparison of tenders, to obtain information on how the procedure is progressing or to influence DRC in its decision concerning the award of the contract will result in the immediate rejection of the tender.

XVIII. CONDITIONS OF CONTRACT

All Bidders shall acknowledge that the DRC General Conditions of Contract for the Procurement of Services, as applicable, are acceptable.

XIX. CANCELLATION OF THE RFP

In the event of an RFP cancellation, Bidders will be notified by DRC. If the RFP is cancelled before the outer envelope of any Bid has been opened, the sealed envelopes will be returned, unopened, to the Bidders

The RFP may be cancelled in the following situations:

- where no qualitatively or financially worthwhile Bid has been received or there has been no response at all;

- the economic or technical parameters of the project have been fundamentally altered;
- exceptional circumstances or force majeure render normal performance of the project impossible;
- all technically compliant Bids exceed the financial resources available; or
- There have been irregularities in the procedure, in particular where these have prevented fair competition.

DRC shall not be liable for damages, whatever their nature (in particular damages for loss of profits) or relationship to the cancellation of an RFP, even if DRC has been advised of the possibility of damages. The publication of a procurement notice does not commit DRC to implement the programme or project announced.

XX. QUERIES ABOUT THIS RFP

For queries on this RFP, please contact the Country Supply Chain Unit, clarifications.tenders@drciraq.dk

All questions regarding this RFP shall be submitted in writing to the above. On the subject line, please indicate the RFP number.

All questions during the tender period, as well as the associated answers, will be shared with all suppliers invited with circular email.

XXI. RFP DOCUMENTS

This RFP document contains the following:

RFP IQ-EBL-001 Invitation Letter

1. Annex A.1: Statement of Works
2. Annex A.2: Bid Form (Financial)
3. Annex B: Tender and Contract Award Acknowledgement Certificate
4. Annex C: Supplier Profile and Registration Form
5. Annex D: DRC General Conditions of Contract for the Procurement of Goods or Services
6. Annex E: DRC Supplier Code of Conduct
7. Annex G: Qualification Form
8. Annex O: Format for CV of Proposed Key Personnel

Under DRC's Anticorruption Policy Bidders shall observe the highest standard of ethics during the procurement and execution of such contracts. DRC will reject a Bid if it determines that the Bidder recommended for award, has engaged in corrupt, fraudulent, collusive, or coercive practices in competing for, or in executing, the Contract.

Yours sincerely

Tender and Contract Award Acknowledge Certificate

This attachment shall be signed and submitted with the Bid

1. In compliance with the RFP Instructions and General Conditions of Contract for the Procurement of Services, we the undersigned, offer to furnish some or all of the items quoted for, at the prices entered in the attached DRC Bid Form No RFP IQ-EBL-001, delivered to the destination specified therein.
2. We accept the terms and conditions set forth in the RFP Letter) and the following requirements have been noted and will be complied with where applicable:
 - a. That unless otherwise stated, the Bids per each line item shall be on a DDP (Incoterms 2010) basis.
 - b. We confirm that for any offer made where the delivery destination is not as requested in the RFP, that DRC reserves the right to disregard the offer.
 - c. That conditional Bid's cannot be accepted.
 - d. That the currency of the Bid should be in USD/IQD.
 - e. DRC reserves the right, at its own discretion:
 - i. To award a contract for a lesser or greater quantity than the total quantity Bid for.
 - ii. To reject any or all Bids and/or enter a contract with a Bidder other than the lowest Bidder.
 - f. Successful Bidders who are awarded contracts will be notified by the receipt of the original Purchase Order/Contract and acknowledgement copy. In case of urgency successful Bidders(s) may also be notified by email.
 - g. Any samples requested, either with the Bid, or at a later date, will be in accordance with the specifications of the required item(s). Failure to comply with this may result in the Bid not being considered.
 - h. We confirm that the validity of this offer is for **60 calendar days** from the date of the RFP closure.

- i. We agree to the terms and conditions set forth in the DRC General Conditions of Contract for the Procurement of Services (Annex D).
 - j. We certify that the below mentioned company has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for, or in executing, any Contracts.
 - k. We agree to abide by the DRC Supplier Code of Conduct as attached as Annex E.
3. We note that DRC is not bound to proceed with this RFP and that it reserves the right to award only part of the contract. It will incur no liability towards us should it do so.

We agree to the above terms and conditions.

Submitted by:

Company Name

Place

Date

Title/Position

Print Name

Signature

A duly authorized company representative

Company Stamp