

Request for Proposal



DRC Iraq Office.
40 M Street.
Star Towers Block D Floor 11.
Erbil.

16.03.2022

Request for Proposal No.: RFP-IRQ-CO-22-003-Travel Agency Services

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	16.03.2022
2	Closing date for clarifications	27.03.2022-1:00 PM Iraq Time
3	Email for Clarifications	irq-tenderclarifications@drc.ngo
4	Closing date and time for receipt of Tenders	03.04.2022-4:00 PM Iraq Time
5	E mail for Submission of Tenders/Proposals	tender.irq.co@drc.ngo
6	Tender Opening Location	DRC Country Office-Erbil, 40-meter Road, Star Towers, Building D, Floor 11 (Due to COVID 19 restrictions, Bidders will not be allowed to attend)
7	Tender Opening Date and time	04.04.2022-10:00 AM 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 with possibility of 48 MONTHS extension, EACH TIME 12 MONTHS 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.
- Response and providing options of available tickets shall be within 3 hours from reception of the request. 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 ☐ |

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	General Conditions of Contract	Sign, stamp and submit (attach with technical bid)
5	D	DRC Supplier Code of Conduct	Sign, stamp and submit (attach with technical bid)
6	E	Supplier Profile and Registration Form	Complete ALL sections in full, sign, stamp and submit (attach with technical bid)

8	F	Qualification Form	Complete ALL sections in full, sign, stamp and submit (attach with technical bid)
9	NA	Company Profile, which should not exceed ten (10) pages, including printed brochures and product catalogues relevant to the goods/services being procured and staff number.	Submit (Applicant's template is acceptable) (attach with technical bid)
10	NA	Company registration official certificate, and Official Letter of Appointment as local representative, if Bidder is submitting a Bid on behalf of an entity located outside the country	Submit (if applicable) (attach with technical bid)
11	NA	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 a copy (attach with technical bid)
13	NA	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) (attach with technical bid)
14	NA	Volume of sales for the last 3 years as follows: - Annual number of tickets issued. - Annual turnover amount (monetary value) in 2019-2021.	Submit a copy (Applicant's template is acceptable) (attach with technical bid)
15	NA	List of name(s) and address(s) of main and branch office (s) (if any) worldwide;	Submit a copy (Applicant's template is acceptable) (attach with technical bid)

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 100%**
- **Minimum passing technical score 50%**

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

Table 3:

Technical criteria #	Technical criteria	Point to be awarded	Weighting in technical evaluation Total 100 %
1	Bidder's experience and reputation on the market		50%
1.1	Bidder's experience in the field minimum 2 years of relevant services provision	1-10	20%
1.2	Years of IATA membership minimum 2 - 3 years	1-10	15%
1.3	Proven successful field experience in the similar assignments/projects with acknowledged results – (3 years' experience minimum requirement)	1-10	15%
2	Bidder's capability and expertise		50%

2.1	Number of branch office(s) around the country/worldwide – at least 1 branch)	1-10	15%
2.2	Number of qualified staff employed at least 10	1-10	15%
2.3	Volume of sales for the past 2 years – minimum 1000 tickets sold annually	1-10	20%

For each part of the weighted technical criteria defined in the scoring matrix, a point between 1-10 shall be given on the following basis

1 point = does not meet requirement

4 points = slightly below requirement

5 points = meets requirement

7 points = slightly above requirement

10 points = significantly above requirement

An average technical score of 5.00 or higher is required to proceed to the financial evaluation.

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.

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.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-IRQ-CO-22-003-Travel Agency Services
TECHNICAL BID
Bidder Name:

RFP-IRQ-CO-22-003-Travel Agency Services
FINANCIAL BID
Bidder Name:

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

RFP-IRQ-CO-22-003-Travel Agency Services
DRC IRAQ, Erbil Offices
40m Road. Star Towers, Block D, Floor 11.
Erbil. Iraq.

B. Email submission

Electronic bids should be sent to tender.irq.co@drc.ngo

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 , 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 confidentiality 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 confidentiality 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.ngo/where-we-work, or via DRC's Code of Conduct Reporting Mechanism: www.drc.ngo/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.ngo

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, irq-tenderclarifications@drc.ngo

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:

This 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: DRC General Conditions of Contract
5. Annex D: DRC Supplier Code of Conduct
6. Annex E: Supplier Profile and Registration Form
7. Annex F: Qualification Form

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
