

Terms of reference (ToRs) for the procurement of services above the EU threshold

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0. List of abbreviations	3
1. Context.....	4
1.1. Background.....	4
1.2. Purpose and Contract period.....	4
1.3. Objective	4
1.4. GIZ Travel Policy.....	4
2. Scope of Services	5
2.1. General	5
2.2. Reservation and Ticketing	5
2.3. Refunds.....	6
2.4. Service Standards.....	6
2.5. Supplier Relations	7
2.6. Reporting	7
2.7. Other services.....	7
2.8. Data Protection	7
2.9. Payments.....	8
2.10. Complaint Management System	8
2.11. Deadlines	9
2.12. Estimated Quantity of the Service Provision	9
2.13. Termination	9
3. Technical-methodological concept.....	9
3.1. Strategy (section 1.1 of the assessment grid, 15% weighting):.....	9
3.2. Assessment of Technical Eligibility (section 1.2 of the assessment grid, 23% weighting):.....	10
3.3. Processes (section 1.3 of the assessment grid, 10% weighting)	10
3.4. Project management of the contractor (section 1.4 of the assessment grid, 27 % weighting).....	10
3.5. Sustainability requirements (section 1.5 of the assessment grid, 10% weighting)	10
3.6. Further requirements (section 1.6 of the assessment grid, 5% weighting).....	11
4. Personnel concept (10% weighting)	11
4.1. Expert for financial processing, administration and reporting.....	11
4.2. Experts for ticketing (minimum 2 members to ensure timely and properly handling)	12
5. Financials	12
6. Eligibility Requirements.....	12
7. Requirements on the format of the bid.....	13

8.	Place of Assignment	13
9.	Amendments	13

0. List of abbreviations

AVB	General Terms and Conditions of Contract (AVB) for supplying services and work 2022
AV	Officer responsible for the commission
GIZ	Deutsche Gesellschaft für Internationale Zusammenarbeit GmbH
IATA	International Air Transport Association
ToR	Terms of reference

1. Context

1.1. Background

The Deutsche Gesellschaft für Internationale Zusammenarbeit (GIZ) GmbH is a federally owned international cooperation enterprise for sustainable development with worldwide operations. GIZ supports the Government of Iraq including the Kurdistan Region (KRI) under various programmes and projects especially in the field of Transitional Development Aid (TDA).

GIZ Office Iraq intends to conclude a contract with a travel agency to provide airline ticketing services for its operations in Iraq. The service provider will be responsible for the procurement of airline tickets (domestic and international) of the GIZ Office and its joint programmes. The service will include – among others - booking, issuing and billing of tickets as per GIZ guidelines and travel regulations.

1.2. Purpose and Contract period

The purpose of these terms of reference is to request a suitable service provider to submit a proposal with regards to provision of travel management services to GIZ Iraq.

The service provision shall commence on September 1st, 2023. The agreement will be concluded for an initial two (2) years, with the option to extend the contract for a further one (1) year as per the requirements listed in chapter 9.

GIZ does not guarantee any minimum order or quantity of services.

1.3. Objective

The proposed contract with the Travel Agent will cover airline ticketing and incidental services such as issuance/delivery, revalidation, re-routing, reissuance, reconfirmation, processing refunds and cancellations, and preparation of suitable itineraries (including alternative routings, departures and arrivals) at most direct and lowest cost for GIZ staff members (official purposes), government officials and participants attending meetings or on official business for GIZ Iraq.

The successful Bidder (“the Travel Agent”) will be required to sign a contract with GIZ to perform travel services specified under this Terms of Reference and agreeing to clearly identified service levels.

1.4. GIZ Travel Policy

The Travel Agent shall be given copies of GIZ’s travel policies and procedures and shall be fully familiar and comply with these policies and procedures for all official travel. The Travel Agency must apply the current valid version of GIZ’s travel guidelines as they might change throughout the contract period.

The Travel Agent is required to book the most direct routing and least costly fares and to research alternate itineraries in order to provide the lowest appropriate fares. Full economy fares may be used if no appropriate reduced fares are available and business class are applicable in limited situations.

The Travel Agent must be knowledgeable of and prepared to offer special fares, restricted fares, discount fares, and bulk fares for use whenever appropriate. Fares, which entail restrictive conditions, shall only be booked with the express approval of the GIZ.

2. Scope of Services

2.1. General

Primarily, the Travel Agent shall provide travel services during working days (Sunday to Thursday). Additionally, the Travel Agent shall provide 24 hours a day emergency service, as well as for services during weekends and other official holidays whenever emergency travel services are required. Services from the Travel Agent can only be requested by GIZ staff through their business e-mail firstname.surname@giz.de (i.e. max.mustermann@giz.de). Bookings for external partners (e.g. government officials, staff of partner organizations) must be facilitated through a GIZ Iraq employee. The Travel Agent must not issue tickets for private/leisure travel.

2.2. Reservation and Ticketing

GIZ Iraq will provide a travel application template form (Word-Document) which all travellers are obliged to use when requesting flight details from the Travel Agent.

Upon receipt of the travel application, it is expected from the Travel Agent to provide within 3 to 6 hours **at least three (3) flight options** to the GIZ staff member and recommend the most economic flight option available at the time. The offers must clearly indicate the base fare, CO2 emission, baggage allowance, provided meals and any additional fees (i.e. taxes, commission by the airline, other costs). The fares should be fixed for a duration of at least 18 hours in order to allow the traveller to confirm the booking. If the traveller confirms the route after the reservation period of 18 hours, the Travel Agency may proceed with the booking only if the price remained the same or is lower. If the price increased in the meantime, then the Travel Agency must inform the traveller accordingly and provide three (3) quotes again.

In cases where three options cannot be provided, the Travel Agency must explain the reasons with evidences and share it with the available options. In general, all offers shall be **fully refundable**. In case an airline doesn't offer this option it has to be indicated in the offer. The offers should also indicate any cancellation fees of the airline. Tickets for first class must not be booked or proposed under any circumstance.

Once the quote and route are confirmed by the traveller and approved by the GIZ country office focal point the flight ticket can be issued.

In the event that required travel arrangements cannot be confirmed, the Travel Agent shall notify the requesting party of the situation and present alternative routings/quotations for consideration.

The Travel Agent shall accurately advise the GIZ of ticketing deadlines, holding times and other relevant information every time reservations are made, in order to avoid cancellations of bookings.

The Travel Agent shall provide updated and regular information on country visa requirements, health, foreign exchange control regulations and other governmental restrictions to GIZ Office Iraq.

The Travel Agent shall provide an information service to notify the GIZ and the traveller of such events as airport closings, cancelled or delayed flights and strike situations as well as of local political or safety conditions, which may affect travel to any particular destination.

If the airline does not provide hotel accommodation at the intermediate destination and for any scheduled unavoidable stopover, the Travel Agent must arrange hotel upon request.

The Travel Agent shall issue all flight tickets, accommodation bookings, and other services at zero service charge. In the same vein, the travel agent shall not claim any form of service charge and/or commission from GIZ for issuing any ticket, whether such tickets are domestic, regional or international flights.

Any special or seasonal offer or a special discount provided by the Airline should be disseminated to GIZ by the Travel Agent. This also applies to special fares for group bookings.

The Travel Agent shall provide each traveller a complete itinerary document which includes the following:

- Flight number(s) and seat assignment(s), if applicable
- Confirmed upgrade, if applicable
- Departure and arrival time(s) for each segment of the trip
- Intermediate stops
- Airport and other taxes
- Travel Agent's emergency assistance number
- If meal or snack will be provided, if applicable.

2.3. Refunds

Should the situation arise where the GIZ travellers anticipate that he/she will not be able to take up the flight he/she will immediately contact the Travel Agent and convey this information. Only then is the Travel Agent in a position to cancel the flight.

In the event that the passenger is unable to take the flight, the passenger must indicate whether he or she wishes to reuse the ticket or request a refund. Reused tickets must be claimed within the specified period, depending on the class booked. The exact date of expiry of the ticket must be indicated by the Travel Agent.

For each booking, the Travel Agent will provide the traveller with the emergency / after-hours assistance together with the e-mail of confirmation of the flight booking.

GIZ shall be reimbursed by the Travel Agent for partly or fully unused tickets and cancelled tickets subject to applicable regulations. The Travel Agency shall process these refunds on all returned airline tickets within 15 days through credit note and payment.

2.4. Service Standards

The Travel Agent shall provide the necessary personnel to provide prompt, courteous and efficient service to GIZ. The number of assigned personnel shall be sufficient to meet all services requirements under this Terms of Reference. The Travel Agent shall sensitize his

staff on a customer service-oriented approach for all exchanges with GIZ. Aside from the initial submission of the 3 offers within 3 to 6 hours, all ongoing ticketing requests must be responded to within 1 working day.

The Travel Agent must nominate a focal point who shall be available for overarching queries by GIZ, resolve issues as they arise as well as participate in regular exchanges with GIZ as and when necessary. Furthermore, GIZ shall be informed in advance of the focal points absence and an alternate nominee shall always be accessible.

The Travel Agent is responsible for providing replacement personnel in case of absenteeism, vacation, sick days, etc of the regular personnel assigned.

2.5. Supplier Relations

The Travel Agent shall not favour any particular carrier when making reservations. The Travel Agent shall maintain excellent relations with all carriers for the benefit of the GIZ. Potential conflict of interests must be reported to GIZ immediately.

2.6. Reporting

The Travel Agent shall provide to the GIZ office the following reports/documents:

- Quarterly management information reports consisting, of sales activity showing detailed analysis of the number of trips (total bookings), the value in USD/IQD, destinations (domestic and international), carriers used, booking class (economy or business) savings achieved from the carrier's lowest available fare. The reports shall be submitted the authorized GIZ personnel.
- CO2 emission yearly report in accordance to GIZ Sustainability Office guideline.
- Twice a month a summary invoice report in Excel file attached with original ticket invoices.
- Changes and updates on Airline Rates, promotions, policy changes, etc., immediately upon the Travel Agent's receipt of the advice.

The Travel Agent shall hold meetings with GIZ's authorized travel services personnel at regular intervals to address any issues which may arise and opportunities for improved cooperation.

2.7. Other services

The Travel Agent, where applicable and upon request of the travellers, shall provide other services including, but not limited to, the following:

- Preferred Seating Arrangements / Upgrades
- Hotel reservations within Iraq for visa purposes
- Excess Baggage / Lost Baggage / Baggage Insurance
- Emergency Services, i.e. sickness, injury, etc.
- Visa application

2.8. Data Protection

Any and all data relating to the contract as well as any other information of which the Travel Agent becomes aware in the course of performing the contract must be treated as confidential during and beyond the term of the contract. The Travel Agent shall not be permitted to make

use of any such data and information for the Travel Agent's own purposes. Personal Data of GIZ staff (i.e., passports or similar) that is not relevant for the invoicing process shall not be shared with GIZ Iraq Finance Department.

The Travel Agent must not make documents and/or work results of any kind, including in particular, but not limited to, reports, accessible to third parties without prior approval in text form by GIZ. Third parties under this provision also include the ultimate commissioning party/client.

2.9. Payments

GIZ will not issue any advance payments at any time throughout the contract period.

The Travel Agent will send invoices twice a month. All booked and issued tickets shall be registered and summarized in one spreadsheet/overview and sent to GIZ Iraq. The invoice, booking overview and all supporting documents must be printed and physically sent/brought to GIZ Iraq Country Office.

The respective invoices must include:

- Invoice number
- Ticket number
- Traveller's name, route travelled and dates and times of flight
- All correspondence from new to old (date)
- Flight options suggested from Travel Agent and selection from GIZ of the most economical option
- Copy of e-ticket
- Traveller's Travel Application

For those cases where the initial booking by the traveller has to be amended after the Travel Agent has already invoiced GIZ, the Travel Agent will ensure that the revised (second) invoice captures the changes requested by the traveller; thereby linking the initial invoice to the revised invoice, by indicating the invoice number of the initial invoice on the revised invoice.

This rule would also apply to cancelled flights where a refund is requested or where the ticket is left open for future use within the required time.

GIZ will inform the Travel Agent regarding remittances made by e-mailing them a summary of the invoice numbers and individual amounts which total the transfer in order for the Travel Agent to allocate the invoices correctly in their system.

The Travel Agency must be equipped with a fully automated accounting system interfaced with the computerized reservation system to cater for GIZ requirements.

All payments will be made in accordance with the original invoices provided twice a month. Invoices for each billing cycle will be prepared and submitted within 5 working days. Payments will be made in accordance with the GIZ General Terms and Conditions of Contract.

2.10. Complaint Management System

The Travel Agent shall investigate any complaints from Travellers and GIZ staff and follow up on the recovery of lost baggage, if any. The complaints shall be summarized and incorporated in the quarterly reports to GIZ.

2.11. Deadlines

The below stated deadlines apply for regular tasks as outlined in these Terms of References:

Tasks	Deadline
1 – Ticketing	At least 3 Offers within 3 to 6 hours
2 – Refunds	within 15 days of returned airline ticket
3 – Management Information Reports	within 10 working days of the following Quarter
4 – Invoices	on the 15th and the last day of each month

Deadlines for other tasks not listed in this overview will be communicated by GIZ when necessary.

2.12. Estimated Quantity of the Service Provision

Based on current estimates, GIZ Iraq is currently expecting the travel agent to issue around 1700 tickets (domestic and international) worth approximately USD 560,000.00 (including VAT, commission and other incidental costs) over the next 24 months. GIZ does not guarantee any minimum number of commitments during the contract period in case of any deviation due to internal or external reasons.

2.13. Termination

GIZ reserves the right to withhold, reduce or refuse payments if

- the Travel Agent's performance is not in line with the above-mentioned requirements,
- the Travel Agent repeatedly misses deadlines for bookings, refunds, reports, or other tasks,
- the Travel Agency violated Data Protection Guidelines, Supplier Relations Requirements or overcharged GIZ.

Depending on the severity of the above-mentioned infringements, GIZ reserves the right to terminate the agreement with 30 calendar days' notice.

In case of any delay, wrong reservation or request for ticket issuance from unauthorised personnel, the Travel Agent shall be liable for paying the ticket or replace it with another ticket.

3. Technical-methodological concept

In the bid, the bidder is required to show how the objectives defined in Chapter 2 are to be achieved. In addition, the bidder must describe the project management system for service provision.

3.1. Strategy (section 1.1 of the assessment grid, 15% weighting):

The bidder is required to consider the tasks to be performed with reference to the objectives of the services put out to tender (see Chapter 1). Following this, the bidder presents and justifies the strategy with which it intends to provide the services for which it is responsible (see Chapter 2).

3.2. Assessment of Technical grid (section 1.2 of the assessment grid, 23% weighting):

The bidder must describe the relevant actors for the tendered service and their interaction and present the technical and organisational measures to ensure the security of data management and the company policy on data security (section 1.2.1 of the evaluation grid). The bidder must develop a concept showing how cooperation with these actors is to be established and implemented in practice (section 1.2.2 of the evaluation grid). In addition, the bidder must provide verifiable evidence showing experience in providing travel-related services for up to three years for international organisations, embassies and medium to large multinational companies.

The bidder is required to describe and explain its approach and provide accredited IATA Travel Agency certification (section 1.2.3 of the assessment grid).

The bidder is required to provide fully automated computerised direct travel terminal (section 1.2.4 of the assessment grid).

3.3. Processes (section 1.3 of the assessment grid, 10% weighting)

The bidder is required to describe the key **processes** for the services for which it is responsible and create a schedule that describes how the services according to Chapter 2 are to be provided. In particular, the bidder is required to describe the necessary work steps in accordance with Chapter 2 (section 1.3.1 of the assessment grid).

3.4. Project management of the contractor (section 1.4 of the assessment grid, 27 % weighting)

The Travel Agent is required to explain its approach for coordination with the GIZ project.

In addition to the reports required by GIZ in accordance with the General Terms and Conditions, the contractor submits the reports as detailed in chapter 2.

The bidder is required to draw up a **personnel assignment plan** with explanatory notes that lists all the experts proposed in the bid, their background and their respective tasks.

The bidder is required to describe its backstopping concept. The following services are part of the standard backstopping package:

- Service-delivery control
- Managing adaptations to changing conditions
- Ensuring the flow of information between GIZ and Travel Agency
- Securing the administrative conclusion of the project
- Ensuring compliance with reporting requirements
- Sharing the lessons learned by the contractor and leveraging the value of lessons learned on site

3.5. Sustainability requirements (section 1.5 of the assessment grid, 10% weighting)

As a service provider for sustainable development, GIZ ranks climate action as one of its key concerns. Limiting global warming therefore has an important role to play not only in service delivery but also in its own operations that set itself GHG reduction targets that are compatible.

Furthermore, the bidder should adhere to the fundamental principle of reduction or offsetting when receiving GIZ orders. The offsetting plan must be described in detail by the bidder.

The bidder must demonstrate how it will ensure the sustainability of flight bookings and how it will implement them in a way that avoids or reduces unintended negative consequences and promotes gender equality.

In its bid, it is required to outline from its perspective the key possible unintended negative results in its area of responsibility and, where appropriate, in the following areas: environment, climate change (mitigation) and adaptation to climate change, conflict and context sensitivity, human rights and gender equality. In addition, it must further explain the impacts resulting from the described significant mitigation actions. In the area of gender equality, the bidder is also required to consider these aspects with regard to possible funding areas and corresponding support measures.

3.6. Further requirements (section 1.6 of the assessment grid, 5% weighting)

In the technical proposal, the bidder is required to elaborate on the ticketing procedure and how he intends to transparently communicate the offers. Further, the bidder is also asked to explain how the most cost-effective flight prices will be obtained throughout the contracting period. Lastly, the bidder is asked to submit an example of a round-trip economy fare from Erbil, Iraq (Departure 20.07.2023) to Frankfurt, Germany (Departure 30.07.2023). The price itself will not be considered, however, it will be evaluated whether the format of the three offers complies with the specifications set out in Chapter 2.

4. Personnel concept (10% weighting)

The bidder is required to provide personnel who are suited to filling the positions described, on the basis of their CVs (see Chapter 7), the range of tasks involved and the required qualifications. GIZ Iraq requires direct contact persons for both ticket management and the financial and administrative processes. Appropriate qualifications and experience are expected and must be proven by submitting CVs.

The below specified qualifications represent the requirements to reach the maximum number of points. The percentages reflect the weighting in the technical assessment grid.

4.1. Expert for financial processing, administration and reporting

Tasks of the expert

- Regular reporting in accordance with the deadlines
- Ensuring proper and timely invoicing
- Handling of refunds

Qualifications of the expert

- Qualification (2.1.1): University qualification in Finance, Accounting, Economics, or similar area
- Language (2.1.2): Fluent business language skills in English
- General professional experience (2.1.3): 5 years of professional experience in finance and accounting
- Specific professional experience (2.1.4): 3 years of experience of financial management of travel services or similar

4.2. Experts for ticketing (minimum 2 members to ensure timely and properly handling)

Tasks of the expert

- Day-to-Day Tasks as detailed in chapter 2, among others:
 - 1) prepare and issue flight tickets for GIZ Iraq staff
 - 2) advise GIZ Iraq staff on most economical itinerary
 - 3) arrange refunds and handle complaints
 - 4) support the focal point in compiling the quarterly overview of issued tickets
 - 5) uphold service standards

Qualifications of the expert

- Education/training (2.2.1): At least 1 expert with university qualification in Tourism, Hospitality, Business, Management or similar
- Language (2.2.2): All experts with very good language skills in English
- General professional experience (2.2.3): 4 years of experience in the Tourism and Travel sector,
- Specific professional experience (2.2.4): 2 years of experience in retail, customer service, travel management or similar

The bidder must provide a clear overview of all proposed experts and their individual qualifications and compare them with these requirements.

5. Financials

As elaborated in chapter 2, GIZ shall not be charged any additional commission fees by the Travel Agent. All fees, taxes and profit shall be included in the price that is communicated to the GIZ Staff. Additionally, the Travel Agency must clearly indicate how the price was calculated (i.e., table with base fare, airline commission, profit, other costs). Any ticket that is issued without these requirements will not be reimbursed by GIZ.

Working days/hours of staff for tasks such as the compilation of reports and participations in meetings with GIZ will not be remunerated separately.

6. Eligibility Requirements

In order to be considered for the technical and financial evaluation of the tender, bidders are required to fulfil the following eligibility requirements:

The Travel Agent must have provided travel related services for a minimum of three (3) years to exclusive clientele, and must have capacity to provide the whole range of services requested in the TOR with the following qualification:

- Accredited IATA Travel Agency duly licensed in the country (i.e., IATA Certificate)
- Registration in Iraq
- Bank account in Iraq
- Maintains a good track record in serving international organizations, embassies and medium to large multi-national corporations (i.e., 2 references must be provided)
- Financial Stability (i.e., last 2 annual reports must be provided)

7. Requirements on the format of the bid

The structure of the bid must correspond to the structure of the ToRs. In particular, the detailed structure of the concept (Chapter 3) is to be organised in accordance with the positively weighted criteria in the assessment grid (not with zero). It must be legible (font size 11 or larger) and clearly formulated. The bid is drawn up in English (language).

The CVs of the personnel proposed in accordance with Chapter 4 of the ToRs must be submitted using the format specified in the terms and conditions for application. The CVs must clearly show the position and job the proposed person held in the reference project and for how long. The CVs should be submitted in English (language).

The evaluation and selection will solely be made on the basis of the technical proposal. A financial bid is not necessary neither will it be considered.

A template following the structure of the technical proposal is provided (Annex 4).

To summarize, the following documents must be submitted:

- Eligibility documents (see chapter 6)
- Technical Proposal (incl. Sample Travel from Erbil – Frankfurt) + CVs (see chapter 3)
- Outsourcing of data processing (see chapter 2)

Failure to submit the required documents can lead to an exclusion of the entire bid.

8. Place of Assignment

Iraq, including KRI

9. Amendments

The Travel Agent shall be required to perform the same services as stated in chapter 2 for one (1) more year. The extension will not be issued automatically but only on the condition that GIZ issues a letter expressively requesting this.

GIZ and the Travel Agent may amend this agreement at any time during the term of the agreement or any renewals or extensions thereof. All other changes to agreement terms, including changes in the terms under the special agreement, must be incorporated into a formal written amendment to this agreement, signed by both parties, and executed in the same manner as this original agreement.

This agreement may only be amended or varied in writing signed by both parties, any oral variation to this agreement will not be considered legally binding, any amendments to this agreement shall require the written form agreed by both parties.