

# Request for Proposal



Danish Refugee Council  
3rd Floor, Immeuble ASTREE  
Rue du Lac Annecy  
1053 Les Berges du Lac  
Tunis, Tunisia

29<sup>th</sup> August 2023

To: All Interested Bidders

## **Request for Proposal No: DRC-ALT-RFP-2023-001; Provision of TRAVEL AGENCY SERVICES**

The Danish Refugee Council (DRC) has received a grant from multi donors for the implementation of the humanitarian aid Operation. Part of this operation is the Provision of TRAVEL AGENCY SERVICES. Therefore, the DRC requests you to submit price bid(s) for the supply of the service(s) listed on the attached DRC Bid Form Annex A.

### **I. TENDER DETAILS**

The Tender details are as follows:

Line	Item	Time, date, and address as appropriate
1	RFP published	29 <sup>th</sup> August 2023
3	Closing date for clarifications	10 <sup>th</sup> September 2023
4	Closing date and time for receipt of Tenders	18 <sup>th</sup> September 2023 01:00 PM (GMT+1)
5	Tender Opening Location	DRC office in Tunis
6	Tender Opening Date and time	18 <sup>th</sup> September 2023 02:00 PM. (GMT+1)

### **IMPORTANT INFORMATION REGARDING THIS RFP:**

**NO BIDS WILL BE ACCEPTED AFTER THE ABOVE CLOSING TIME AND DATE**

**THIS RFP IS LAUNCHED TO ESTABLISH A FRAMEWORK AGREEMENT WITH THE SUPPLIER FOR THE PROVISION OF FLIGHT BOOKING SERVICES, FOR 24 MONTHS, WITH THE POSSIBILITY OF EXTENSION OF 12 MONTHS.**

- 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 services shall be within the mentioned required delivery time of placing an order.
- DRC may terminate the contract if the 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 resources to deliver the agreed services.

## II. SELECTION AND AWARD CRITERIA

The evaluation process consists of three stages: 1) Administrative, 2) Technical and 3) Financial. Each stage requires information and documents from the bidder to determine whether the bidder will progress to the next stage.

The criteria for awarding contracts resulting from this Tender is based on ‘best value for money.’ For all tenders, DRC defines the 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, reputation, past performance, cost/fee realism, delivery time, reasonableness, need for standardization, and other criteria depending on the item to be procured).*

### A. 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. The documents listed below shall be submitted with your bid.

#	Annexes #	Document	Instructions
1	A	Bid Form (Financial)	Complete ALL sections in full, sign, stamp and submit
2	B	Tender and Contract Award Acknowledgement Certificate	Complete ALL sections in full, sign, stamp and submit
3	C	Supplier Profile and Registration Form	Complete ALL sections in full, sign, stamp and submit
4	D	Suppliers’ Code of conduct	Complete ALL sections in full, sign, stamp and submit
5	E	General Conditions of Contract	Complete ALL sections in full, sign, stamp and submit
6	N/A	Company profile	A copy Provided by the bidder
7	N/A	Reference summary/ References from three clients	A copy Provided by the bidder

### B. Technical Evaluation

To be technically acceptable, the bid shall meet or exceed the stipulated requirements and specifications in the RFP. A Bid is deemed to meet the criteria if it confirms that it meets the RFP's conditions, procedures and specifications without substantially departing from or attaching restrictions to them. If a Bid does not technically comply with the RFP, it will be rejected.

Please see **Annex F – Terms of Reference** on documents to be supplied for the Technical Evaluation.

### **C. 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
- 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 by the RFP requirements, before the specified date and time mentioned above. DRC will consider only those portions of the bids received before the closing date and time specified.

All responsive bids shall be written on the **DRC Financial 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 if required the Supplier Profile and Registration form (Annex E), plus any other documents required.**

Bids not submitted on Annex A.2, 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 are at the Bidder's 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 by the RFP requirements.

#### **A. Email submission –**

Bids can be submitted by email to the following dedicated, controlled, & secure email address:

[tender.lby.tns@drc.ngo](mailto:tender.lby.tns@drc.ngo)

*Failure to comply with the above may disqualify the Bid.*

DRC is not responsible for the failure of the Internet, network, server, or any other hardware, or software, used by either the Bidder or DRC in the processing of emails.

## **V. 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 **TND**.

### **C. Language**

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

### **D. Presentation**

Bids shall be 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 limits.

## **VI. 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 present 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.

## **VII. 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 under 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 concerning their Bids as soon as possible after the Bids are opened. DRC reserves the right to cancel any RFP, reject all bids in whole or in part, and 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.

#### **VIII. CONFIDENTIALITY**

This RFP or any part thereof, and all copies thereof 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.

#### **IX. COLLUSIVE BIDDING AND ANTI-COMPETITIVE CONDUCT**

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

- The preparation of the 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 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 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.

#### **X. 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 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.

**XI. 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 for 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 about 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](http://www.DRC.dk/where-we-work), or DRC's Code of Conduct Reporting Mechanism: [www.DRC.DK/relief-work/concerns-complaints/code-of-conduct-reporting-mechanism](http://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](mailto:c.o.conduct@drc.dk).

**XII. 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, the 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.

**XIII. 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 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 before the RFP closure. Any such modification shall be submitted in writing and a sealed envelope, marked with the original Bid number. No modification shall be allowed after the RFP closure.

**XIV. LATE BIDS**

All Bids received after the RFP closure will be rejected.

#### **XV. 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.

#### **XVI. CONDITIONS OF CONTRACT**

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

#### **XVII. 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 not 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 related 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.

#### **XVIII. QUERIES ABOUT THIS RFP**

For queries on this RFP, please send an email to Procurements, [nouha.ezzine@drc.ngo](mailto:nouha.ezzine@drc.ngo) and [thomas.winter@drc.ngo](mailto:thomas.winter@drc.ngo)

All questions regarding this RFP shall be submitted in writing to the above. In the subject line, please indicate the RFP number. **Bids shall not be sent to the above email.**

All questions during the tender period, as well as the associated answers, will be shared with all suppliers invited, or for open tenders published on **Jamaity**.

#### **XIX. RFP DOCUMENTS**

This RFP document contains the following:

1. This covers the Letter.
2. Annex A: DRC Bid Form (Technical bid and financial bid)
3. Annex B: Tender and Contract Award Acknowledgment Certificate

4. Annex C: DRC General Conditions of Contract
5. Annex D DRC Suppliers code of conduct
6. Annex E Supplier Profile and Registration
7. Annex F: Terms of Reference

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

DRC Algeria/Libya/Tunis Procurement Team

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**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 Goods, we the undersigned, offer to furnish some or all of the items quoted, at the prices entered in the attached DRC Bid Form No **DRC-ALT-RFP-2023-001** delivered to the destination specified therein.
  2. We accept the terms and conditions outlined 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 2020) basis. Consultancy –N/A
    - b. We confirm that for any offer made where the delivery destination is not as requested in the RFP, DRC reserves the right to disregard the offer.
    - c. That conditional bids cannot be accepted.
- That the currency of the Bid should be **USD**.  
DRC reserves the right, at its 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.
- d. 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.
  - e. Any samples requested, either with the Bid or at a later date, will be by the specifications of

the required item(s). Failure to comply with this may result in the Bid not being considered

- f. We confirm that the validity of this offer is for        calendar days from the date of the RFP closure
  - g. We agree to the terms and conditions outlined in the DRC General Conditions of Contract for the Procurement of Service
  - h. We certify that the below-mentioned company has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for, or in executing, and Contracts.
  - i. We agree to abide by the DRC Suppliers Code of Conduct is attached as Annex D
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