Request for Proposal

DANISH REFUGEE COUNCIL

DRC Poland,
Nowogrodzka 68, 2nd floor
Warsaw
Poland

2nd June 2023

To interested qualified companies.

Request for Proposal No.: RFQ-POL-000046 (extended) - Provision and maintenance of access to a customized web-based referral management platform and roll out support

Dear Sir/Madam:

The Danish Refugee Council (DRC) hereby request you to submit your proposal for the Provision and maintenance of access to a customized web-based referral management platform and roll out support services for DRC PMR. Please be guided by this RFP letter and attached Terms of Reference (TOR) Annex A.

I. TENDER DETAILS

The Tender details are as follows:

Line	Item	Time, date, address as appropriate
1	RFP published	2nd June 2023
2	Closing date for clarifications (extended)	19th June 2023 12:59 UTC 13:59 (UTC+01:00) – Polish time
3	Closing date and time for receipt of Bids (extended)	21st June 2023 13:59 UTC 14:59 (UTC+01:00) – Polish time
4	Tender Opening Location	Nowogrodzka 68, 2nd floor, Warsaw, Poland – link for the online tender opening will be provided to all interested Bidders
5	Tender Opening Date and time	21st June 2023 14:30 UTC 15:30 – Polish time – link for the online tender opening will be provided to all interested Bidders

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

II. IMPORTANT INFORMATION REGARDING THIS RFP:

- This RFP is launched for the purpose of establishing a Service Contract with the provider for the Provision and maintenance of access to a customized web-based referral management platform and roll out support services for DRC PMR. Provisionally start date is from end-June 2023 until 31st December 2023, with possibility to be extended for next 12 months based on previous performance evaluation.
- DRC may choose to cancel the contract if deemed necessary.
- DRC may choose to split the contract award to more than one Service provider.
- The expected duration of this service shall be approx. 7 *months,* with the possibility to be extended for next 12 months. DRC may terminate the contract if supplier fails to deliver services on time.
- No advance payment will be paid to the awarded Service provider.

III. SELECTION AND AWARD CRITERIA

The criteria for awarding contracts resulting from this Tender is based on 'cumulative weighted financial and technical score'.

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

For all bids deemed technically compliant as per the specification stipulated in Annex A – Terms of Reference, DRC will give a weighted combined technical and financial score. The weighted score will determine the contract award.
The technical criteria for this RFP and their weighting in the technical evaluation are:

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. Documents listed below shall be submitted with your bid.

#	Annex #	Document	Instructions
1	A.2	Bid Form (Financial)	Complete ALL sections in full, sign, stamp and submit
2	A	Terms of Reference	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
5	D	Supplier code of conduct	Sign, stamp and submit
6	E	Supplier Profile and Registration Form	Complete ALL sections in full, sign, stamp and submit
7		Service package (platform functionality, tiered access management, minimum no. of accounts set up, no. of languages in which the platform and training materials would be made available, no of trainings provided, training curriculum, no. of substantial reviews and minor updates to the platform provided, maximum troubleshooting timeline, scalability)	Submit on company letterhead
8		Balance sheets or extract of balance sheets for the last 3 years for which accounts are closed	Submit (Copy)
9		Training plan confirming ability to deliver the customization and trainings before end-June 2023	Submit on company letterhead
10		GDPR compliance confirmed by self or external audits	Submit (Copy)

11		Bidder's profile documentation (including registration documents) with technical capacity (experience in delivering similar services , amount of staff, qualification of dedicated staff evidenced by respective CVs etc.)	List on company letterhead
12		Three (3) reference letters/feedback from previous clients confirming experience in working within the humanitarian context and previous collaboration with humanitarian donors, INGOs, UN agencies etc.	Submit (Applicant's template is acceptable)

If any information required during the administrative evaluation is not provided by the bidders, DRC may choose to request bidders to supply this information within 24 hours of the tender opening. Please note that this is only applicable for documentation that does not alter the details in the bid, such as price information.

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 conditions, procedures and specifications in the RFP without substantially departing from or attaching restrictions with them. If a Bid does not technically comply with the RFP, it will be rejected.

For all bids deemed technically compliant as per the specification stipulated in Annex *A* – Terms of Reference (TOR), DRC will give a weighted combined technical and financial score. The weighted score will determine the contract award.

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

Technical criteria #	Technical criteria	Weighting in technical evaluation
1	**Service provider professional capacity**	**30%**
1.1	Reputation (Organization Feedback) based on reference/recommendation letters or copy of contracts.	1-10 points
1.2	Experience in delivering similar services (previous same type projects, list of clients etc.)	1-10 points
2	**Service provider scope of offered services**	**40%**
2.1	System Functionality: - Has multi-lingual interface which includes minimum stated in ToR; - The database functionality has interface for internal and external users with minimum functionality described in the ToR; - CMS has multi-user authentication with customizable access that covers minimum needs as per ToR; - System has integrated notification system and visualization module as per terms of reference. - Possibility to interconnect with different external modules, as described in the ToR;	1-10 points
2.2	Bidder's implementation plan which includes all stages starting from learning session till the final registration DRC in the system and granting access	1-10 points

	(Important note: it is preferable that Bidder deliver the customization and trainings before end-June 2023 as per attached ToR)	
3	**Service provider technical capacity**	**30 %**
3.1	Qualification of dedicated staff evidenced by respective CVs etc.	1-10 points
3.2	User request registration system and SLAs applied: - Regular system maintenance - Technical support - Performing system modification based on client request.	1-10 points

Evaluation will be conducted as per following points scale:

10 = Significantly above requirement
7 = Slightly above requirement
5 = Meets requirement
4 = Slightly below requirement
1 = Does not meet requirement

C. Financial Evaluation

Any discrepancy between the unit price and the total price shall be re-computed by DRC, and the unit price shall prevail, and the total price shall be corrected. If the bidder does not accept the final price based on DRC's re-computation and correction of errors, its Bid will be rejected.

No price variation due to escalation, inflation, fluctuation in exchange rates, or any other market factors shall be accepted by DRC after it has received the Proposal.

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 cheapest technically compliant bid gets the highest financial score.

The maximum number of points will be allotted to the lowest priced proposal that is opened and compared among those firms/institutions, 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:

IV. 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

V. 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 if required the Supplier Profile and Registration form (Annex E), 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 No.: RFQ-POL-000046
TECHNICAL BID
Bidder Name:

RFP No.: RFQ-POL-000046
FINANCIAL BID
Bidder Name:

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

RFP No.: RFQ-POL-000046
DRC Poland,
Nowogrodzka 68, 2nd floor
Warsaw
Poland

B. Email submission

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

tender.pol@drc.ngo

When Bids are emailed, the following conditions shall be complied with:

- **The RFP number shall be inserted in the Subject Heading of the email**
- **Separate emails shall be used for the 'Financial Bid' and 'Technical Bid', and the Subject Heading of the email shall indicate which type the email contains**
    - 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, but excluding all pricing information
- Bid documents required, shall be included as an attachment to the email in PDF, JPEG, TIF format, or the same type of files provided as a ZIP file. Documents in MS Word or excel formats, will result in the bid being disqualified.
- Email attachments shall not exceed 4MB; otherwise, the bidder shall send his bid in multiple emails.

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.

DRC is not responsible for the non-receipt of Bids submitted by email as part of the e-Tendering process.

Bids can be submitted in one of two ways, hardcopy or electronically. If the Bidder submits a Bid in both Hardcopy and electronically, DRC will choose the version that is the most advantageous to DRC.

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 *Polish Zloty (PLN).*

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 may choose to split the contract award to more than one Service provider.

F. Validity Period

Bids shall be valid for at least the minimum number of days specified in the RFP (Annex B and Annex A2) 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, 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. 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 will award contracts per Lot. 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. 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.

XV. LATE BIDS

All Bids received after the RFP closure will be rejected.

XVI. 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.

XVII. CONDITIONS OF CONTRACT

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

XVIII. 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.

XIX. QUERIES ABOUT THIS RFP

For queries on this RFP, please contact the Procurement department, Irena Obradovic, irena.obradovic@drc.ngo .

All questions regarding this RFP shall be submitted in writing to the above. On the subject line, please indicate the RFP number. **Bids shall <u>not</u> 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.

XX. RFP DOCUMENTS

This RFP document contains the following:

1. This covering Letter;
2. Annex A.2: DRC Bid Form (Financial bid);
3. Annex A: Terms of Reference;
4. Annex B: Tender and Contract Award Acknowledgment Certificate;
5. Annex C: DRC General Conditions of Contract;
6. Annex D: DRC Supplier Code of Conduct;
7. Annex E: Supplier Profile and Registration;
8. All other requested documents Bidders can submit in free Applicant's 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