

INVITATION TO BID (ITB) No. N_017_2020

FOR THE PROCUREMENT OF FRAMEWORK AGREEMENT WITH TRAVEL AGENCY SERVICES

Date: 24th January 2020

Dear Sir/Madam,

You are kindly requested to submit your bid for services described in this ITB.

Bidders requesting clarification on provisions stipulated in this ITB shall communicate those in writing to mex-tenders@idlo.int no later than 72 hours prior to the deadline for submission of bids. The requests for clarification will have “Request for clarifications for ITB No. N_017_2020” mentioned in the subject line of the email.

By submitting a bid in response to this information, bidders are confirming acceptance of IDLO's General terms and conditions and payment policy of within 30 days after delivery of service on presentation of complete and correct invoice.

This ITB is comprised of:

Instructions to bidders

Terms of Reference/Technical Specifications:

Annex A

Bid Submission Form:

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Price Schedule:

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IDLO Special Conditions of Contract:

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IDLO General Terms and Conditions for the Procurement of Services:

Annex E

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Bids must be sent to mex-tenders@idlo.int no later than **13th February 2020, 13:00 Mexico local time** with “Bids for ITB No N_017_2020” mentioned in the subject.

The prices will remain unchanged during the period of contract implementation.



Instructions to bidders:

Qualification Requirements	<p>Bidders must submit the following documents so that their qualification can be determined:</p> <ul style="list-style-type: none">- Introductory letter from the supplier (the letter should include company profile, time working in Mexico, full bank account details- Legal documents: articles of association, Federal Taxpayer Registry (RFC, by its acronym in Spanish).- Proof of operation as a corporate travel agent for more than 3 years: provide either proof of prior contracts (at least 3) with international organizations/NGOs, UN, embassies or other international companies or letters of reference from projects within the past 3 years (at least 3).- All documents submitted as evidence by bidders will be evaluated to verify that they meet the requirements demanded by the IDLO.
Establishment of conformity with the offers	<p>Before the detailed evaluation of the offers, the IDLO will examine each of the offers to confirm that they:</p> <ul style="list-style-type: none">a) have been duly signed;b) respond substantially to the requirements. <p>An offer responds substantially to the requirements when it meets all the terms, requirements, conditions and specifications of the ITB.</p>
Error correction	<p>Bids that are found to respond substantially to the requirements will be analysed by the IDLO to exclude the presence of any calculation errors. Any errors will be corrected by the IDLO as follows:</p> <ul style="list-style-type: none">a) in case there is a discrepancy between the amounts in figures and in letters, the amount expressed in letters will prevail; andb) in case there is a discrepancy between the unit rate and the total line resulting from the multiplication of the unit rate by the quantity, the indicated unit price will prevail;c) the amount indicated in the offer will be adjusted by the IDLO in accordance with the procedure for correcting errors mentioned above and will be considered binding on the bidder.
Evaluation criteria	<p>The evaluation of the offers will take into consideration the following:</p> <ol style="list-style-type: none">1. Compliance with qualification requirements2. Technical compliance of the offer3. Price

Contract award	<p>The IDLO will award the contract to the bidder whose price is the lowest and substantially responds to the technical requirements of the ITB, provided also that it is determined that the bidder is qualified to fulfil the Contract satisfactorily.</p> <p>The IDLO reserves the right to accept or reject any offer, to cancel the bidding process and to reject all offers at any time prior to the award of the contract, without any liability towards the affected bidder or any obligation to communicate to the bidder or affected bidders the reasons of its decision.</p>
Late submission of offers	Late offers and offers received through a channel other than the one mentioned in this ITB will be rejected and will be returned unopened, or they will be destroyed if the return cannot be made.
Partial offers	No partial offers are allowed.
Offer validity	90 days before the established deadline for offers submission.
Tender Currency	Mexican pesos (MXN)
Annexes required along with the offer	<p>The following will conform the offer:</p> <ul style="list-style-type: none"> - Annexes A, B and C duly completed - The documents indicated in Qualification requirements - Any other documents that the tenderer considers relevant

This invitation to bid should not be interpreted in any way as an offer and/or as a contracting commitment with your company.

Annex A: Terms of Reference

LOT	Qty.	Type	Specifications Required
1	1	Travel Agency for the Project SCJR from July 1st to September 30 th , 2021.	<ul style="list-style-type: none"> - Manage, timely and in due form, national and international trips for IDLO officials (flight tickets). - Make all the itinerary changes needed to national and international trips. - Manage hotel reservations in a timely manner, according to the specifications indicated by IDLO. - The vendor must be able to issue invoices on behalf of the airline with fiscal validity for the client. It would be expected to issue only two invoices: one for the flight ticket on behalf of the airline and one for the commission. Each vendor will be asked to make a presentation of his internal billing reports. - Deliver, timely and in due form, the CFDI's at the client's address, printed and by email. Each package must be delivered weekly accompanied by a table where the information shown below is registered: <ul style="list-style-type: none"> o Date of purchase o Name of the passenger o Itinerary o Travel date o Reference (given by IDLO) The CFDI's must follow the order of the mentioned table. - The supplier must offer travel alternatives that include low cost airlines. In doing so, it must provide the corresponding CFDI's. - The contractor is expected to accommodate the possibility of ticket changes, name changes, route changes, among others, according to the needs of IDLO. - Payment/credit term: 30 days. - Issue the complementary invoice (according to Local Procedures of Tax Ministry) - Service: <ol style="list-style-type: none"> 1) Single point of contact (executive) for customer service for the IDLO account. 2) Customer service available 24 hours, 365 days a year, as well as emergency contact service in case it is required.

Annex B: Bid Submission Form

To: IDLO

Dear Sir/Madam,

Having examined the invitations to bid (ITB), the reception of which I confirm by this means, the undersigned offers to provide and deliver the assistance goods and services in accordance with the invitation to bid mentioned above for a total of [indicate amount and currency in figures and in letters], as can be verified by the Price Schedule attached as part of this offer. If our company's offer is accepted, we commit to meet the deadline specified in the ITB.

With this offer we undertake to observe the 90 days period from the expiration of the deadline set for the presentation of the offers, indicated in the ITB mentioned above. This commitment will remain binding on us and may be accepted at any time before the expiration of the mentioned period. We understand that IDLO has no obligation to accept the offers it receives.

Date:

Signature/Position:

Duly authorized to sign the offer



Annex C: Price Schedule

Lots	Item	Description	Unit of measure	Unit rate Mexican pesos
Lot 1	Travel agency	Commission for flight tickets purchase (As mentioned in the Annex a)		
Lot 2	Travel agency	Commission for changes in flight tickets		
Lot 3	Travel agency	Commission for Hotel reservations (as mentioned in the Annex A)		

Name, title and signature of the bidder <hr/> <i>Duly authorized to sign this offer</i> Date:	Bidder's Seal
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Annex D - IDLO Special Conditions of Contract

The following Special Conditions of Contract shall supplement and/or amend the IDLO General Terms and Conditions for the Procurement of Services. Whenever there is a conflict, the provisions of the Special Conditions of Contract shall prevail over those in IDLO General Terms and Conditions for the Procurement of Services.

Place of delivery	Mexico City, Mexico
Delivery date	<p>The Framework Agreement will be signed for a period of up to 12 months. IDLO is not obliged to use the services provided by the Contractor.</p> <p>IDLO will review the quality of services and deliverables after 12 months of provision of services. Subject to satisfactory performance and agreement by both parties the Framework Agreement may be extended for 12 months. The overall duration of the contract will not exceed 24 months.</p> <p>The prices will remain unchanged during the period of contract implementation.</p>
Payment terms	IDLO will process payment within 30 days after satisfactory receipt of all goods and upon receipt of the complete and correct invoice by the service provider.



Annex E - IDLO General Terms and Conditions for the Procurement of Services

Any bid submission will imply the unconditional acceptance of IDLO General Terms and Conditions for the Procurement of Services.

Annex F - IDLO Supplier Code of Conduct

IDLO recognizes the universal and fundamental values enshrined in international instruments in the areas of human rights, labor, environment and anti-corruption.

IDLO expects its Suppliers to respect fundamental social and human rights, and the equal rights of men and women, take responsibility for minimizing the environmental impact of their activities, endorse ethical business practices and reach the following goals:

1. Supplier Relationships: The provisions of this Code of Conduct set forth the expectations of all suppliers with whom IDLO does business. IDLO expects that these principles apply to suppliers, parent entities and subsidiary or affiliate entities, as well as all others with whom they do business including employees, subcontractors and other third-parties. IDLO expects suppliers to ensure that the rules and standards of this Code of Conduct are communicated to their employees and subcontractors.

2. Promoting the Principles of this Code of Conduct: IDLO expects that its suppliers will establish and maintain appropriate management systems whose scope is related to the content of this Code of Conduct, and that they actively review, monitor and modify their management processes and business operations to ensure they align with the principles set forth in this Code of Conduct. All principles contained in this Code of Conduct are of equal importance independently of their order of appearance.

3. Subcontracting: IDLO expects that its suppliers encourage and work with their own suppliers and subcontractors to ensure that they also strive to meet the principles of this Code of Conduct or equivalent set of principles.

Labor:

4. Freedom of Association and Collective Bargaining: IDLO expects its suppliers to recognize and respect the rights of employees to freely associate, organize and bargain collectively in accordance with the laws of the countries in which they are employed, as well as core international principles on Freedom of Association and collective bargaining. IDLO recognizes the importance of open communication and direct engagement between workers and management and suppliers are to respect the rights of workers to associate freely and communicate openly with management regarding working conditions without fear of harassment, intimidation, penalty, interference or reprisal.

5. Forced Labor: IDLO expects its suppliers to prohibit any use of forced, bonded or indentured labor or involuntary prison labor, and embrace employment practices consistent with international rules on forced labor. All work, including overtime work, will be voluntary and workers should be free to leave upon reasonable notice. Suppliers should also not mandate that workers hand over government-issued identification, passports or work permits as a condition of employment.

6. Child Labor: IDLO expects its suppliers, at a minimum, not to engage in any practice inconsistent with the rights set forth in the Convention on the Rights of the Child. The minimum admission to employment or work shall not be less than the age of completion of compulsory schooling, normally not less than 15 years or 14 where the local law of the country permits, deferring to the greatest age. Additionally, all young workers must be protected from performing any work that is likely to be hazardous or to interfere with the child's education or that may be harmful to the child's health, physical, mental, social, spiritual or moral development. All suppliers should also adhere to legitimate workplace apprenticeship programs and comply with all laws and regulations governing child labor and apprenticeship programs.

7. Discrimination: IDLO does not tolerate any form of discrimination in hiring and employment practices on the ground or race, color, religion, gender, sexual orientation, age, physical ability, health condition, political opinion, nationality, social or ethnic origin, union membership or marital status. IDLO also discourages discrimination regarding access to training, promotion, and rewards.

8. Working Hours: IDLO expects its suppliers to comply with all applicable working hour requirements as established by local law, and should never exceed 60 hours per week, including overtime, except in emergency or unusual situations. Suppliers must ensure that all overtime work is voluntary and compensated at the prevailing overtime rates. Suppliers are encouraged to ensure that workers are provided with one day off in every seven-day week.

9. Compensation: IDLO expects its suppliers to comply, at a minimum, with all wage and hour laws and regulations, including those pertaining to minimum wages, overtime wages, piece rates, other elements of compensation and to provide legally mandated benefits.

Human Rights:

10. Human Rights: IDLO expects its suppliers to support and respect the protection of internationally proclaimed human rights and to ensure that they are not complicit in human rights abuses.

11. Harassment, Harsh or Inhumane Treatment: IDLO expects its suppliers to create and maintain an environment that treats all employees with dignity and respect and will not use any threats of violence, sexual exploitation or abuse, verbal or psychological harassment or abuse. No harsh or inhumane treatment coercion or corporal punishment of any kind is tolerated, nor is there to be the threat of any such treatment.

12. Health and Safety: IDLO expects its suppliers to follow all relevant legislation, regulations and directives in the country in which they operate to ensure a safe and healthy workplace or any other location where production or work is undertaken. At a minimum, suppliers should strive to implement recognized management systems; reasonable access to potable water and sanitary facilities; fire safety; emergency preparedness and response; industrial hygiene; adequate lighting and ventilation; and occupational injury and illness and machine safeguarding. Suppliers will also ensure these same standards apply to any dormitory or canteen facilities.

13. Mines: IDLO expects its suppliers to strive not to engage in the sale or manufacture of anti-personnel mines or components utilized in the manufacture of anti-personnel mines.

Environment:

14. Environmental: IDLO expects its suppliers to comply with existing legislation and regulations regarding the protection of the environment. Suppliers should wherever possible support a precautionary approach to environmental matters, undertake initiatives to promote greater environmental responsibility and encourage the diffusion of environmentally friendly technologies implementing sound life-cycle practices.

15. Chemical and Hazardous Materials: Chemical and other materials posing a hazard if released to the environment are to be identified and managed to ensure their safe handling, movement, storage, recycling or reuse and disposal.

16. Wastewater and Solid Waste: Wastewater and solid waste generated from operations, industrial processes and sanitation facilities are to be monitored, controlled and treated as required prior to discharge or disposal.

17. Air Emissions: Air emissions of volatile organic chemicals, aerosols, corrosives, particulates, ozone depleting chemicals and combustion by-products generated from operations are to be characterized, monitored, controlled and treated as required prior to discharge.

18. Minimize Waste, Maximize Recycling: Waste of all types, including water and energy, are to be reduced or eliminated at the source or by practices such as modifying production, maintenance and facility processes, materials substitution, conservation, recycling and re-using materials.

Drug trafficking and Terrorism:

19. Drug Trafficking: IDLO expects its suppliers to warrant that neither they, nor any of their employees and subcontractors, are engaged in the manufacture, sale, transportation, or distribution of any drug or narcotic substance deemed to be illegal in either the country of manufacture or delivery of the goods or services to be provided to IDLO.

20. Terrorism: IDLO expects its suppliers to warrant that neither they, nor any of their employees and subcontractors, are engaged directly or indirectly in terrorism, or in the finance or support to terrorists. Further, IDLO expects its suppliers to warrant that neither they nor their staff, nor any other recipients of funds from the supply of goods or services to IDLO, are listed in any sanctions list maintained by the United Nations Security Council; the United States Department of the Treasury, Office of Foreign Assets Control; or the European Union. Should the supplier, its staff, or other recipients of funds from the supply of goods or services to IDLO be included in any of the above-listed sanctions lists, the supplier is expected to notify IDLO immediately.

Bribery & Corruption:

21. Corruption: IDLO expects its suppliers to adhere to the highest standard of moral and ethical conduct, to respect local laws and not engage in any form of corrupt practices, including extortion, fraud, or bribery, at a minimum.

22. Conflict of Interest: IDLO suppliers are expected to disclose to IDLO any situation that may appear as a conflict of interest, and disclose to IDLO if any IDLO official or professional under contract with IDLO may have an interest of any kind in the supplier's business or any kind of economic ties with the supplier.

23. Gifts and Hospitality: IDLO does not accept any type of gift or any offer of hospitality. IDLO will not accept any invitations to sporting or cultural events, offers of holidays or other recreational trips, transportation, or invitations to lunches or dinners. IDLO expects its suppliers not to offer any benefit such as free goods or services or a work position or sales opportunity to IDLO personnel in order to facilitate the supplier's business with IDLO.

24. Monitoring and Evaluation: IDLO may conduct on-site evaluations and inspections of its suppliers' facilities and those of their subcontractors to review their progress towards these principles. It is the expectation of IDLO that suppliers, at a minimum, have established clear goals toward meeting the standards set forth in this Code of Conduct. IDLO may monitor that milestones have been set and management systems have been put in place to ensure that the principles set out in this Code of Conduct have been met and failure to do so may impact the future ability of a supplier to do business with IDLO.