
INVITATION TO BID (ITB) No. ITB No. N_22_2020_UGA

PROCUREMENT OF FRAMEWORK AGREEMENT WITH TRAVEL AGENT 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 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_22_2020_UGA” mentioned in the subject.

This ITB includes the following documents:

Instructions to bidders

Terms of Reference: Annex A

Bid Submission Form: Annex B

Price Schedule: Annex C

IDLO Special Conditions of Contract: Annex D

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

IDLO Supplier Code of Conduct: Annex F

Bids shall be submitted to the following secure e-mail address: tenders@idlo.int no later than **7th February 2020, 13:00 East Africa Time** and should have “Bid for N_22_2020_UGA” mentioned in the subject. Bids shall not exceed 20 MB in size.



Instructions to Bidders:

Bidder's proposal **MUST** meet the following qualification requirements to be considered for price evaluation.

QUALIFICATION REQUIREMENTS	
	Bidders are required to submit the following mandatory documents to ascertain their qualification
1	Accredited IATA or equivalent Travel Agent duly licensed to operate in Uganda and indicating which booking system the company uses (copy of the IATA membership to be submitted).
2	Minimum two (2) years of operational experience and registered as a travel agent.
3	Minimum two (2) year contract of similar nature and complexity with International/regional inter-governmental agencies including the UN, the Government of Uganda, NGOs/INGOs, Embassies or multi-national Corporate Entities indicating contactable references for verification.
4	At least 1 branch located in Kampala (minimum requirement).
5	Authorized by major airline companies flying to/from Entebbe International Airport (including but not limited to Kenya Airways, Uganda Airlines, Emirates Airlines, Qatar Airways, RwandAir, Jambo Jet, KLM Royal Dutch Airlines, Brussels Airlines and Ethiopian Airlines) in order to prove their ability to issue the tickets on behalf of those companies.
6	Able to guarantee the delivery of products and services in accordance with the Performance Standards and Service Level Agreements (see TOR, Annex A)
7	Valid tax compliance certificate
8	Company profile
9	Certificate of Incorporation/ Business Registration
10	Annexes B & C duly filled, signed and stamped
11	Full bank account details (UGX)
NB: All documentary evidence submitted by the Bidders will be reviewed and its adequacy will be further established to the satisfaction of IDLO.	

Determination of Bids Responsiveness	<p>Prior to the detailed evaluation of bids, IDLO shall determine whether each bid</p> <ol style="list-style-type: none"> a) has been properly signed; b) Is substantially responsive to the requirements. <p>A substantially responsive bid is one which conforms to all the terms, requirements, conditions, and specifications of the ITB and acceptance of the General Terms and Conditions</p>
Correction of errors	<p>Bids determined to be substantially responsive shall be checked by the IDLO for any arithmetic errors. Errors shall be corrected by the IDLO as follows:</p> <ol style="list-style-type: none"> a) where there is a discrepancy between the amounts in figures and in words, the amount in words shall govern; and b) Where there is a discrepancy between the unit rate and the line item total resulting from multiplying the unit rate by the quantity, the unit rate as quoted shall govern. c) The amount stated in the bid shall be adjusted by IDLO in accordance with the above procedure for the correction of errors and shall be considered as binding upon the Bidder.
Evaluation Criteria	<p>Evaluation of bids will take into account the following:</p> <ol style="list-style-type: none"> 1. Qualification of the bidder (if applicable) 2. Price
Award of Contract	<p>IDLO shall award the contract to the Bidder whose offer has been determined to be the lowest evaluated bid and is substantially responsive to the ITB, provided further that the Bidder is determined to be qualified to perform the Contract satisfactorily.</p> <p>IDLO reserves the right to accept or reject any bid and to annul the solicitation process and reject all bids at any time prior to award of contract, without thereby incurring any liability to the affected Bidder or any obligation to inform the affected Bidder or Bidders of the grounds for the IDLO's decision.</p>
Late Bid Submission	<p>Late bids or bids received through another channel than the one mentioned in this ITB will be automatically rejected and either returned unopened or destroyed if the return cannot be secured.</p>
Partial bids	<p>Partial bids are not permitted.</p>
Validity of bids	<p>90 days from deadline for submission of bids.</p>
Currency of bids	<p>UGX</p>
Required attachments to the bid	<p>The bid will consist of:</p> <ul style="list-style-type: none"> - Annexes B and C duly completed - Documents referred to under Qualification Requirements

	- Any other supporting documents that bidder considers relevant
--	---

This Invitation to Bid is not construed in any way as an offer and/or commitment to contract with your company.

Annex A: Terms of Reference

1. General Information

Objective

In order to achieve cost efficiency from economies of scale whilst ensuring outstanding quality of service, IDLO seeks to enter into a **Framework Agreement with Travel Agencies** to serve all its travel needs and service requirements in Uganda and negotiation of working system and subsequent cost savings.

Travel as referred to in this TOR, shall apply to all movements or journey of IDLO employees, consultants, experts, guests and participants in programmatic activities (referred herein below as IDLO travelers) from one place to another. The travel services required by IDLO in Uganda include but need not be limited to the following:

- Arrangements for the air travel (only airlines that are members of IATA can be accepted).
- Issuance and delivery of airline tickets within twenty-four (24) hours of receipt of IDLO Travel Authorizations, (or earlier depending on the need), and seat assignments on flights including E-Check in facility and issuance of boarding passes. Where possible; tickets should be sent via email to IDLO contact person, delivered to the designated IDLO office address in Kampala, Uganda or to the respective airport as may be required.
- Reconfirmation and revalidation of airline tickets, re-issued tickets which are returned as a result of name change, misspelling, changed routing or fare structures and printed itineraries showing complete information on status of reservations on all carriers.
- Timely notification to travelers of cancellations or delays in flights, and obtain any reimbursement which may be due on account of canceled or reissued reservations and/or tickets;
- Investigation on any complaints from travelers and follow up the recovery of lost baggage.

2. General Requirements

- The travel agency shall provide the travel services as described in this document when and as requested by IDLO, in its capacity as an accredited Travel Agent.
- The Travel Agent shall, at all times, follow the instruction given by IDLO notwithstanding its obligation to advise IDLO on better conditions available to it, in terms of tariffs, itineraries, carriers, etc.

3. Payments

- The contractor shall submit a statement of accounts to IDLO on a monthly basis as applicable, attaching all invoices for tickets or vouchers issued, with specific reference to the Travel Request number.
- If any of the invoices submitted does not comply with the authorized entitlement or does not conform to the instructions as given in the Travel Request, IDLO shall only pay the amount authorized.

-
- Payments to the contractor will be processed via bank transfer as applicable.
 - All unused funds paid to the Travel Agent against invoices for travel not undertaken or undertaken in part shall be credited to IDLO within 30 calendar days after receipt of complete and correct invoices.

4. Personnel

- The Travel Agent shall be fully responsible for all services performed by its employee and shall for this purpose employ qualified, competent and well-trained staff to perform the services under the Contract.
- The Travel Agent shall take all reasonable measures to ensure that the personnel conform to the highest standards of moral and ethical conduct. In the event of improper performance, IDLO may, at any time, request in writing for the withdrawal or replacement of any personnel of the Travel Agent assigned to perform services under this Contract. The Travel Agent shall, at its own cost and expense, withdraw or replace such personnel forthwith. A request by IDLO for withdrawal or replacement of the Travel Agent personnel shall not be deemed a termination of this Contract.
- IDLO shall not be liable for any action, omission, negligence or misconduct of the Travel Agent employees, agents, servants, or subcontractors nor for any insurance coverage which may be necessary or desirable for the purpose of this Contract, nor for any costs, expenses or claims associated with any illness, injury, death or disability of the Travel Agents employees, agents, servants, or subcontractors performing work or services in connection with this Contract.
- The Travel Agent and its employees shall confirm to all applicable laws, regulations and ordinances promulgated by legally constituted authorities.

5. IDLO Travel Policy

Current air travel policy requires the Travel Agents in all cases to book the lowest available fares and to research alternate itineraries (at least three options, if available) in order to provide the lowest appropriate fares, which satisfy the IDLO travel policies and organizational requirements.

6. Minimum Services Required by IDLO

The Offerors shall provide **quotations** for the provision of air travel services to the IDLO employees, consultants, experts, guests and participants in programmatic activities (referred herein below as IDLO travelers) and issue the related tickets in accordance with IDLO's instructions.

It is expected that the selected vendor will be requested to issue both domestic and international air tickets.

The Travel Agent services shall include the following:

- Providing information and advising on itineraries and travel requirements including relevant visa and medical certification requirements, when and as requested for journeys within and out of Uganda.
- Determining the most economical routes in compliance with IDLO's travel policy.

- Providing IDLO with adequate information on fare conditions and ticketing deadlines, itineraries details, including computer print-out giving complete information on the status of reservation for each trip;
- Issuing airline tickets to IDLO travelers, in line with IDLO's Travel Policy;
- Whenever practicable, requesting seat assignments and special diets on flights when making reservations and facilitating e-check ins as well as issuance of boarding passes, where so requested;
- Promptly notifying (i.e. SMS or e-mail) travelers and travel arrangers of any schedule changes and/or delays which may interfere with the travel arrangements (airport closings or strikes, cancelled flights etc.)
- Processing changes, re-routings or cancellations requested by IDLO and re-issue tickets in conformity with such requests. Calculate differences in fares, obtain any reimbursement which may be due to IDLO and ensure endorsement to other carriers if required.
- Acting as liaison agency between the air carrier and the traveler to resolve issues of lost or stolen air tickets and replace the documents in agreement with IDLO's instructions.
- Providing the IDLO with a list of the names, home addresses and telephone numbers of senior personnel, who may be contracted during weekends or public holidays for travel service as necessary and for emergencies arising while the Travel Agent's offices are closed;
- Promptly investigating any complaints from IDLO or IDLO travelers and taking necessary action, and advising IDLO accordingly
- The Travel Agent shall deliver tickets, based upon proper authority from the IDLO in case of travel, itineraries, boarding passes (where available) and other travel documents as determined necessary by IDLO.

7. Supplier relations

- The Travel Agent shall not favor any particular carrier when making reservations.
- The Travel Agent shall maintain excellent relations with all carriers for the benefit of IDLO.

8. Financial proposal

The travel agent is requested to quote a service fee in the Financial Proposal.

9. Performance evaluation and review

Performance Standards and Service Levels Agreements.

The contracted travel agent shall perform its services and deliver its products in accordance with IDLO prescribed minimum performance standards set by IDLO, which shall also serve as the basis of the bi-annual and annual performance review.

Service	Performance Attribute	Definitions	Standard/Service Level	Meets IDLO minimum requirement	Require improvement	Does not meet IDLO minimum requirement

1. Airline Reservation	Agency Accuracy	Ability to perform task completely and without error	Zero-Error in passenger records/airline bookings, fare computation and routing			
	Speed and efficiency	Ability to deliver product or service promptly and with minimum use of resources	a. For confirmed bookings via itinerary within two hours from time of request b. for waitlisted bookings via regular updates every two days			
2. Airline Tickets	Agent Accuracy	Ability to perform task completely and without error	Zero-Error in the printed ticket/aborted travel due to incomplete travel documents			
	Timeliness of delivery	Ability to deliver product or service on or before promised date	3 working days before departure date			
3. Billing	Accuracy	Ability to generate billing statements without errors	Zero-Error or no discrepancy between invoices and attachments			
	Clarity	Ability to generate bills that are transparent or easy to understand	Zero>Returns for clarification/explanation			
4. Rates/ Pricing	Fairness	Reasonable charges for services offered	At same or rates lower than market standards			
	Competitiveness	Ability to quote competitive fares	At same or levels lower than airline preferred rates. Guarantee that one quotation is the lowest obtainable fare.			
	Good value indicated by price	Competitiveness of fares quoted vs. restrictions or lack/absence thereof	At the same terms or better than quoted by airlines			

	Willingness to assist IDLO negotiate with airlines regarding preferred rates and concessions	Voluntarily offering to assist/represent IDLO in dealings with airlines	Semi-annual meetings to obtain competitive rates in the market			
5. Problem Solving	Refunds	Ability to process and obtain ticket refunds on a timely basis	100% within one month from date of cancellation			
	Complaint handling	Ability to resolve complaints	Timeliness: one week Manner of resolution: satisfactory score			
6. Travel Consultants	Competence	Knowledge of destinations; knowledge of airline practices, fare levels and shortest routes and connection; knowledge of IDLO policies	Proficiency rating of not less than 75%			

Annex B: Bids Submission form

To: IDLO

Dear Sir/Madam,

Having examined the Invitation to Bid (ITB), the receipt of which is hereby duly acknowledged. We, the undersigned, offer to deliver services in conformity with the said Invitation to Bid as may be ascertained in accordance with the Price Schedule attached herewith and made part of this Bid.

We undertake, if our Bid is accepted to perform in accordance with the framework agreement to be entered into with IDLO for the period of 12 months for the services enumerated in the price schedule, per the terms of reference in Annex A.

We agree to abide by this Bid for a period of 90 days from the deadline for submission of Bids indicated in this ITB, and it shall remain binding upon us and may be accepted at any time before the expiration of that period.

We understand that you are not bound to accept any Bid you may receive.

Preliminary checklist bidders MUST meet to be considered for financial evaluation			
	Bidders are required to submit the following mandatory documents to ascertain their qualification	Yes, we comply (✓)	No, we cannot comply (✗)
1	Accredited IATA or equivalent Travel Agent duly licensed to operate in Uganda and indicating which booking system the company uses (copy of the IATA membership to be submitted).		
2	Minimum two (2) years of operational experience and registered as a travel agent.		
3	Minimum two (2) year contract of similar nature and complexity with international/regional inter-governmental agencies including the UN, the Government of Uganda, NGOs/INGOs, Embassies or multinational Corporate Entities indicating contactable references for verification.		
4	At least 1 branch located in Kampala, Uganda (minimum requirement).		

ITB No. N_22_2020_UGA



5	Authorized by the air companies flying to/from Entebbe International Airport (including but not limited to Kenya Airways, Uganda Airlines, Emirates Airlines, Qatar Airways, RwandAir, Jambo Jet, KLM Royal Dutch Airlines, Brussels Airlines and Ethiopian Airlines) in order to prove their ability to issue the tickets on behalf of those companies.		
6	Able to guarantee the delivery of products and services in accordance with the Performance Standards and Service Level Agreements (see TOR, Annex A)		
7	Valid tax compliance certificate		
8	Company profile		
9	Certificate of Incorporation/ Business Registration		
10	Annexes B and C duly filled, signed and stamped		
11	Full bank account details (UGX)		
NB: All documentary evidence submitted by the Bidders will be reviewed and its adequacy will be further established to the satisfaction of IDLO.			

Date:	
Name, Signature & Position:	
Duly authorized to sign the bid for and on behalf of:	

Other notes:

- Kindly note that the services quoted shall correspond to the TORs given in Annex A.

Annex C: Price schedule

Part (i)

The frequently traveled destinations are International Travels (Nairobi, Rome, The Hague, New York, Geneva and Monrovia).

Ticketing/ service fee	Indicate percentage (%) of service fee charged per ticket issued
Frequently issued tickets in Uganda	
Service fee per return ticket as a percentage (%) of cost of ticket issued.	

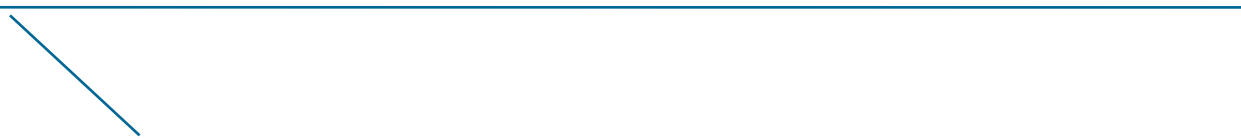
Part (ii) - Other additional costs not mentioned above like the refund policy for cancellation. List below as applicable

Description	Unit cost inclusive of taxes if applicable (Ugx)
1.	
2.	
3.	
4.	

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	Kampala, Uganda
Delivery deadline	<p>The contract 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. Upon successful delivery of services, the contract will automatically extend to another period of 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 conduct the payment within 30 days after satisfactory receipt of all goods and upon submission of the invoice by the supplier.



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.