

**INTERNATIONAL DEVELOPMENT LAW ORGANIZATION  
INVITATION TO BID**

Reference: ITB No. PHIL\_2023\_47

Date: **June 23, 2023**

Dear Sir/Madam,

The International Development Law Organization (IDLO) kindly invites your Company/Organization to submit a Bid for **Travel Management Services**. The full requirement is described in Annex C.

We also request that your Bid is submitted using the format specifically detailed in Annex D, E and F.

Bids submitted by email must be limited to a maximum of **10MB**, virus-free and no more than two email transmissions. They must be free from any form of virus or corrupted contents, or the quotations shall be rejected.

Bids shall be evaluated based on the criteria set in Annex B.

IDLO is not bound to accept any Bid, nor award a Contract, nor be responsible for any costs associated with a Bidder's preparation and submission of a Bid, regardless of the outcome or the manner of conducting the selection process.

IDLO encourages every prospective Supplier to avoid and prevent conflicts of interest, by disclosing to IDLO if you, or any of your affiliates or personnel, were involved in the preparation of the requirements, design, specifications, cost estimates, and other information used in this Invitation to Bid (ITB).

By submitting a Bid in response to this information, Bidders are confirming acceptance of IDLO General Terms and Conditions for the Procurement of Goods or Services and IDLO Supplier Code of Conduct in full and; Payment Policy where payment is made within 30 days after delivery of service on presentation of complete and correct invoice.

This ITB consists of the following Annexes. Please be guided by these in preparing your Bid:

a.	Instructions to Bidders	Annex A
b.	Preliminary Screening Criteria	Annex B
c.	Terms of Reference (TOR)	Annex C
d.	Bid Submission Form	Annex D
e.	Bidder Information Form	Annex E
f.	Price Schedule	Annex F
g.	IDLO Special Conditions of Contract	Annex G
h.	IDLO General Terms and Conditions for the Procurement of Goods or Services and IDLO Supplier Code of Conduct	Annex H

---

For any questions/clarifications related to this ITB before Deadline for Submissions of Bid, please contact IDLO on [tenders@idlo.int](mailto:tenders@idlo.int) and mention **Clarification ITB PHIL\_2023\_47** in the subject section of your email.

Deadline for Submission of Proposals:  
On or before **Date: July 10, 2023**  
**Time: 15:00 hours Rome, Italy** local time.

Thank you and we look forward to receiving your Bid.

Sincerely yours,  
International Development Law Organization | IDLO  
IDLO Philippines

**ANNEX A  
INSTRUCTIONS TO BIDDERS**

1. General Considerations	<p>In preparing the Bid, the Bidder is expected to examine the ITB in detail. Material deficiencies in providing the information requested in the ITB may result in rejection of the Bid.</p> <p>The Bidder will not be permitted to take advantage of any errors or omissions in the ITB. Should such errors or omissions be discovered, the Bidder must notify IDLO.</p>
2. Cost of the Bid	<p>The Bidder shall bear all costs associated with the preparation and submission of the Bid.</p> <p>IDLO will in no case be responsible or liable for those costs, regardless of the conduct or outcome of the solicitation.</p>
3. Currency of Bid	<p>Bids shall be nominated exclusively in <b>PHP</b>.</p> <p><i>Note: Local Suppliers must comply with any applicable laws regarding doing business in other currencies</i></p>
4. Language of the Bid	<p>The Bid and all correspondences and documents relating to the Bid exchanged by the Bidder and IDLO shall be written in the English language.</p>
5. Deadline for Submissions of Bid	<p>The Bid shall be addressed to IDLO on or before  <b>Date: July 10, 2023</b>  <b>Time: 15:00 hours Rome, Italy local time.</b></p> <p><i>Note: Proposals submitted by email must be limited to a maximum of 10MB, virus-free and no more than two email transmissions. They must be free from any form of virus or corrupted contents, or the quotations shall be rejected.</i></p>
6. Delivery Term and Place	<p>IDLO Country Office in Rockwell, Makati City.</p>
7. Customs clearance , if needed, shall be done by:	<p><input checked="" type="checkbox"/> N/A</p>
8. Special Packing Requirement or Temperature Control	<p><input checked="" type="checkbox"/> N/A</p>
9. Documents comprising the Bid	<p>The Bid shall comprise the following components:</p> <ol style="list-style-type: none"> <li>1. Bid Submission Form (see Annex D);</li> <li>2. Bidder Information Form (see Annex E)</li> <li>3. Price Schedule (Annex F)</li> </ol>

10. Contents of solicitation documents	The Bidder is expected to examine all corresponding instructions, forms, terms and specifications contained in the Solicitation Documents. Failure to comply with these documents will be at the Bidder's risk and will affect the evaluation of the Bid.
11. Clarification of solicitation documents	<p>A prospective Bidder requiring any clarification on this ITB may contact IDLO by email on <a href="mailto:tenders@idlo.int">tenders@idlo.int</a> no later than 72 hours prior to the deadline for submission of Bids.</p> <p>Please mention <b>Clarification ITB PHIL_2023_47</b> in the subject section of your email.</p> <p>Written copies of the organization's response (including an explanation of the query but without identifying the source of inquiry) will be sent to all prospective Bidders that have received the Solicitation Documents or posted on IDLO website.</p> <p>Any delay in IDLO's response shall not be used as a reason for extending the deadline for submission, unless IDLO determines that such an extension is necessary and communicates a new deadline to all the Bidders.</p>
12. Amendments of solicitation documents	<p>At any time prior to the deadline for submission of Bids IDLO may, for any reason, whether at its own initiative or in response to a clarification requested by a prospective Bidder, modify the Solicitation Documents by amendment.</p> <p>All prospective Bidders that have received the Solicitation Documents will be notified in writing of all amendments to the Solicitation Documents.</p> <p>In order to afford prospective Bidders reasonable time for taking the amendments into account and preparing their offers, the procuring IDLO entity may, at its discretion, extend the deadline for the submission of Bids.</p>
13. Format, signing, sealing, marking and submission of Bids	<p>The Bid shall be signed by the Bidder or a person or persons duly authorized to bind the Bidder to the contract. The latter authorization shall be indicated by written power-of-attorney accompanying the Bid.</p> <p>The Bid must be submitted using the format specifically detailed in Annex D, E and F.</p> <p>A Bid shall contain no interlineations, erasures, or overwriting except, as necessary to correct errors made by the Bidder, in which case such corrections shall be initialled by the person or persons signing the Bid.</p> <p>Before the stipulated deadline, the Bidder shall send one email to the following e-mail address: <a href="mailto:tenders@idlo.int">tenders@idlo.int</a></p>

	with the Subject: <b>“Submission for ITB No. PHIL_2023_47”</b>
14. Joint Venture, Consortium, or Association	<p>If the Bidder is a group of legal entities that will form or have formed a Joint Venture (JV), Consortium or Association for the Bid, they shall confirm in their Bid that : (i) they have designated one party to act as a lead entity, duly vested with authority to legally bind the members of the JV, Consortium or Association jointly and severally, which shall be evidenced by a duly notarized Agreement among the legal entities, and submitted with the Bid; and (ii) if they are awarded the contract, the contract shall be entered into, by and between IDLO and the designated lead entity, who shall be acting for and on behalf of all the member entities comprising the joint venture.</p> <p>After the Deadline for Submission of Bid, the lead entity identified to represent the JV, Consortium or Association shall not be altered without the prior written consent of IDLO.</p> <p>The lead entity and the member entities of the JV, Consortium or Association shall abide by the requirement outlined in the following section in respect of submitting only one bid.</p> <p>The description of the organization of the IV, Consortium or Association must clearly define the expected role of each of the entity in the joint venture in delivering the requirements of the RFP, both in the Bid and the JV, Consortium or Association Agreement. All entities that comprise the JV, Consortium or Association shall be subject to the eligibility and qualification assessment by IDLO.</p> <p>A JV, Consortium or Association in presenting its track record and experience should clearly differentiate between:</p> <ol style="list-style-type: none"> <li>a) Those that were undertaken together by the JV, Consortium or Association; and</li> <li>b) Those that were undertaken by the individual entities of the JV, Consortium or Association.</li> </ol> <p>Previous contracts completed by individual experts working privately but who are permanently or were temporarily associated with any of the member firms cannot be claimed as the experience of the JV, Consortium or Association or those of its members, but should only be claimed by the individual experts themselves in their presentation of their individual credentials.</p> <p>JV, Consortium or Associations are encouraged for high value, multi-sectoral requirements when the spectrum of expertise and resources required may not be available within one firm.</p> <p>The description of the organization of the JV, Consortium or Association must clearly define the expected role of each of the</p>

	entity in the joint venture in delivering the requirements of the RFP, both in the Bid and the JV, Consortium or Association Agreement. All entities that comprise the JV, Consortium or Association shall be subject to the eligibility and qualification assessment by IDLO.
15. Only One Bid	<p>The Bidder (including the individual members of any Joint Venture) shall submit only one Bid, either in its own name or as part of a Joint Venture.</p> <p>Bids submitted by two (2) or more Bidders shall all be rejected if they are found to have any of the following:</p> <ol style="list-style-type: none"> <li>a) they have at least one controlling partner, director or shareholder in common; or</li> <li>b) any one of them receive or have received any direct or indirect subsidy from the other/s; or</li> <li>c) they have the same legal representative for purposes of this ITB; or</li> <li>d) they have a relationship with each other, directly or through common third parties, that puts them in a position to have access to information about, or influence on the Bid of, another Bidder regarding this ITB process;</li> <li>e) they are subcontractors to each other's Bid, or a subcontractor to one Bid also submits another Bid under its name as lead Bidder;</li> <li>f) or some key personnel proposed to be in the team of one Bidder participates in more than one Bid received for this ITB process. This condition relating to the personnel, does not apply to subcontractors being included in more than one Bid.</li> </ol>
16. Late Bids	Any Bid received by IDLO after the deadline for submission of Bids, pursuant to clause <i>Deadline for the submission of Bid</i> , will be rejected and sent back unopened or destroyed unopened if the return cannot be secured unless the Bid was sent by email but was not properly received due to issues in IDLO mailing system.
17. Validity Period of Bids	All Bids will be valid for <b>90 days</b> from the deadline for submission of Bids. In exceptional circumstances IDLO may request the Bidders to extend the validity of the Bid beyond what has been initially indicated in this ITB. The Bidders shall be invited to confirm the extension in writing, without any modification whatsoever on the Bid. The Bidders may choose not to extend the validity period of the Bid upon request of IDLO.

18. Modification and withdrawal of Bids	<p>The Bidder may modify/withdraw its Bid after the Bid's submission, provided that written notice of the withdrawal is received by IDLO prior to the deadline prescribed for submission of Bids.</p> <p>The Bidder's modification/withdrawal notice shall be prepared, sealed, marked, and dispatched in accordance with the provisions of clause Deadline for Submission of Bids.</p> <p>No Bid may be modified nor withdrawn after the deadline for submission of Bids.</p> <p>No Bid may be modified/withdrawn in the Interval between the deadline for submission of Bids and the expiration of the period of Bid validity specified by the Bidder in the Bid Submission Form.</p>
19. Amendment of the Bid	<p>At any time prior to the deadline of Bid submission, IDLO may for any reason, such as in response to a clarification requested by a Bidder, modify the ITB in the form of an amendment to the ITB. Amendments will be made available to all prospective bidders.</p> <p>If the amendment is substantial, IDLO may extend the Deadline for submission of bid to give the Bidders reasonable time to incorporate the amendment into their Bids.</p>
20. Bidders' conference	<input checked="" type="checkbox"/> N/A
21. Right to accept, reject, or render non-responsive any or all Bids	<p>IDLO reserves the right to accept or reject any Bid, to render any or all of the Bids as non-responsive, and to annul the solicitation process and to reject all Bids at any time prior to award of contract, without incurring any liability, or obligation to inform the affected Bidder(s) of the grounds for IDLO's action. Furthermore, IDLO shall not be obliged to award the contract to the lowest priced offer.</p>
22. Clarification of Bids	<p>To assist in the examination, evaluation and comparison of Bids, IDLO may at its discretion ask the Bidder for clarification of its Bid. The request for clarification and the response shall be in writing and no change in price or substance of the Bid shall be sought, offered or permitted.</p>

23. Evaluation of Eligibility and Qualification	<p>In general terms, Bidders that meet the following criteria may be considered qualified:</p> <ul style="list-style-type: none"> <li>a) They are not included in IDLO Sanctions lists (EU, US, UN);</li> <li>b) They have a good financial standing and have access to adequate financial resources to perform the contract and all existing commercial commitments,</li> <li>c) They have the necessary similar experience, technical expertise, production capacity where applicable, quality certifications, quality assurance procedures and other resources applicable to the provision of the services required;</li> <li>d) They are able to comply fully with IDLO General Terms and Conditions of Contract and IDLO Supplier Code of Conduct;</li> <li>e) They do not have a consistent history of court/arbitral award decisions against the Bidder; and</li> <li>f) They have a record of timely and satisfactory performance with their clients.</li> </ul>
24. Price variation	Bidders shall not vary their prices for any reason after the deadline of the tender and while the Bid is still valid.
25. Preliminary Screening	IDLO will screen the Bids' Annex D and E to determine whether they are complete, whether the documents have been properly signed, and whether the Bid is generally in order.
26. Correction of errors	In the event of a discrepancy between the unit price and the total price, the unit price shall prevail and the total price shall be corrected by IDLO. If the Bidder does not accept the final price based on IDLO's correction of errors, its Bid will be rejected.
27. Due Diligence	<p>IDLO reserves the right to undertake a due diligence exercise aimed at determining to its satisfaction, the validity of the information provided by the Bidder. Such exercise shall be fully documented and may include, but need not be limited to, all or any combination of the following:</p> <ul style="list-style-type: none"> <li>a) Verification of accuracy, correctness and authenticity of information provided by the Bidder;</li> <li>b) Validation of extent of compliance to the ITB requirements and evaluation criteria based on what has so far been found by the evaluation team;</li> <li>c) Inquiry and reference checking with Government entities with jurisdiction on the Bidder, or with previous clients, or any other entity that may have done business with the Bidder;</li> <li>d) Inquiry and reference checking with previous clients on the performance on on-going or contracts completed, including physical inspections of previous works, as necessary;</li> <li>e) Physical inspection of the Bidder's offices, branches or</li> </ul>



	<p>other places where business transpires, with or without notice to the Bidder;</p> <p>f) Other means that IDLO may deem appropriate, at any stage within the selection process, prior to awarding the contract.</p>
28. Responsiveness of Bid	<p>IDLO will determine the substantial responsiveness of each Bid to the ITB. For purposes of this Clause, a substantially responsive Bid is the one which materially conforms to the requirement of the tender and any mandatory terms contained in the Solicitation Documents.</p> <p>IDLO's determination of a Bid's responsiveness is based on the contents of the Bid itself without recourse to extrinsic evidence.</p>
29. Evaluation of Bid	All eligible Bids are assessed whether they are compliant, i.e., meet or exceed the specifications of the ITB
30. Right to Vary Requirements at the time of the Award	<input checked="" type="checkbox"/> N/A for Framework Agreement
31. Contract Award	<p>Contract Award shall be granted according to:</p> <ul style="list-style-type: none"> <li>a) Full submission of relevant documentation as per Preliminary Screening Criteria (Annex B);</li> <li>b) Full submission of Bid Submission Form (Annex D) signed and stamped;</li> <li>c) Full submission of Bidder Information Form (Annex E);</li> <li>d) Full submission of Price Schedule (Annex F) signed and stamped;</li> <li>e) Lowest priced, most technically acceptable/compliant offer;</li> </ul>
32. Contract Signature	Within five (5) calendar days from the date of receipt of the Contract, the successful Bidder shall sign and date the Contract and return it to IDLO. Failure to do so may constitute sufficient grounds for the annulment of the award, and forfeiture of the Bid Security, if any, and on which event, IDLO may award the Contract to the Second Ranked Bidder or call for new Bids.
33. Debriefing	In the event that a Bidder is unsuccessful, the Bidder may request a debriefing from IDLO. The purpose of the debriefing is to discuss the strengths and weaknesses of the Bidder's submission, in order to assist the Bidder in improving its future bids for IDLO procurement opportunities. The content of other bids and how they compare to the Bidder's submission will not be discussed.
34. Payment Terms	IDLO will make payment within <b>30 days</b> after satisfactory receipt of all goods and upon submission of the invoice by the Supplier.

35. General Terms and Conditions and Supplier Code of Conduct	<p>Any Contract or Purchase Order that will be signed as a result of this ITB shall be subject to the IDLO's General Terms and Conditions and Supplier Code of Conduct attached as Annex H.</p> <p>The mere act of submission of a Bid implies that the Bidder accepts both Annexes in full.</p>
36. Liquidated Damages	<p><input checked="" type="checkbox"/> <b>Yes - For late delivery of <u>Services</u>, IDLO shall be entitled to claim liquidated damages from the Contractor in accordance with Article 18 of the General Terms and Conditions.</b></p> <p><b>If the Contractor fails to perform the requested Services within the time period specified and as stipulated in the terms and conditions of the Contract, IDLO may, without formal notice and without prejudice to its other remedies under the Contract, be entitled to liquidated damages for every day delay in the provision and completion of the Services.</b></p>
37. Partial Bid	<p><input checked="" type="checkbox"/> Not permitted (All or Nothing)</p>

**ANNEX B  
PRELIMINARY SCREENING CRITERIA**

**A. MINIMUM ELIGIBILITY CRITERIA**

Subject	Criteria	Document Submission Requirement
<b>ELIGIBILITY</b>		
<b>Legal Status</b>	Vendor is a legally registered entity.	Certificate of Incorporation/Registration
<b>Tax Revenue</b>	Vendor is registered with pertinent country's revenue authority.	Valid Tax Compliance Certificate
<b>Eligibility</b>	Vendor is not suspended, nor debarred, nor otherwise identified as ineligible by any UN Organization or the World Bank Group or any other international Organization in accordance with ITB Annex A Clause 22.	Self-Attestation Letter
<b>Litigation History</b>	No consistent history of court/arbitral award decisions against the Bidder for the last 3 years.	Self-Attestation Letter
<b>Bankruptcy</b>	Has not declared bankruptcy, is not involved in bankruptcy or receivership proceedings, and there is no judgment or pending legal action against the vendor that could impair its operations in the foreseeable future.	Self-Attestation Letter
<b>Certificates and Licenses</b>	<ul style="list-style-type: none"> <li>• Minimum 5-year IATA accreditation</li> <li>• Appropriate license and software for processing travel reservation and ticket Issuance (Sabre, Amadeus, Galileo, etc)</li> <li>• Other Travel Agent certifications, memberships and partnertships</li> </ul>	Provide evidence

## B. QUALIFICATION CRITERIA

QUALIFICATION		
<b>Previous Experience</b>	Minimum 5 years of relevant experience with good track record in serving international organizations, embassy and/or multi-national corporations.	Provide recommendation letters from existing clients
	Minimum 5 contracts of similar value, nature and complexity implemented over the last 5 years. <i>(For JV/Consortium/Association, all Parties cumulatively should meet requirement).</i>	For each contract, please provide detailed information such as client name, contract date, contact name, email and complete address. IDLO reserves the right to conduct reference checks with one or more of the listed clients.
<b>Financial Standing</b>	Minimum average annual turnover of PHP 10,000,000.00 for the last 3 years. <i>(For JV/Consortium/Association, all Parties cumulatively should meet requirement).</i>  Bidder must demonstrate the current soundness of its financial standing and indicate its prospective long-term profitability by submitting an audited financial statement (balance sheets, including all related notes, and income statements) for the last 3 years  <i>(For JV/Consortium/Association, all Parties cumulatively should meet requirement).</i>	Audited financial statements for the last 3 years.  Provide a letter from the bank about good financial standing and indication of available cash on the company's operating account/s.
<b>Personnel</b>	Employs competent and experienced travel consultants, especially in ticketing and fare computations, as evidenced by their track record in their curriculum vitae	CV of travel experts/consultants

---

**ANNEX C**  
**TERMS OF REFERENCE / TECHNICAL SPECIFICATIONS**  
**TRAVEL MANAGEMENT SERVICES**

**A. About IDLO**

The International Development Law Organization (IDLO) is an intergovernmental organization exclusively devoted to promoting the rule of law. Established in 1983, IDLO works to enable governments and empower people to reform laws and strengthen institutions to promote peace, justice, sustainable development and economic opportunity. Its programs, research and policy advocacy cover the spectrum of rule of law from peace and institution building to social development and economic recovery in countries emerging from conflict and striving towards democracy.

The Assembly of Parties is IDLO's highest decision-making body. It is composed of Representatives of all Member Parties, which have joined the Establishment Agreement of IDLO. IDLO currently has 37 Member Parties.

IDLO has its Headquarters in Rome, a Branch Office in The Hague, Liaison Offices for the United Nations in New York and Geneva, and Country Offices in Afghanistan, Armenia, the Bahamas, Burkina Faso, Honduras, Indonesia, Kenya, Kyrgyzstan, Jordan, Liberia, Mali, Mexico, Moldova, Mongolia, Myanmar, Niger, the Philippines, Somalia, Tunisia, Uganda and Ukraine.

The work of IDLO is sustained by a dynamic, diverse, multinational and multicultural workforce, comprised of over 400 employees plus additional personnel in the non-employee category such as consultants and interns. About one fourth of the IDLO workforce is based in its Headquarters in Rome, while the rest are spread across the globe in our Branch and Country offices.

**B. Condition of the Framework Agreement**

IDLO is looking to establish Framework Agreement with an able and qualified supplier. A framework agreement is a type of agreement with its terms and conditions under which procurement of goods and services can be affected over a specified period, but which places on IDLO to order any minimum or maximum quantity.

The Framework Agreement will have its specified list of services, indicating the upper ceiling price agreed at the ITB stage. The upper ceiling price list (as well as discounted rates, if applicable) are provisional and are intended solely for the purposes of evaluation and comparison of Bids and to beyond the upper ceiling price.

After entering Into a Framework Agreement, IDLO shall place Work Orders for a defined period of time on a "need to use basis". The Work Order is IDLO's commitment against Framework Agreements. Day to day travel requests shall be managed In accordance with the TERMS OF REFERENCE 1.3

---

## **TERMS OF REFERENCE**

*In case of conflict between this Annex and other parts of the ITB, the statement in the other parts of the ITB will prevail.*

## **TABLE OF CONTENTS**

- 1. Introduction**
- 2. Structure of the Terms of Reference (TOR)**
- 3. Core Services**
  - a. Framework
  - b. Booking, Ticketing and Traveller support services
  - c. Other travel-related services
- 4. Operational Arrangements**
  - a. Human Resources
- 5. Performance Monitoring and Contract Management**
  - a. Management Support
  - b. Key Performance Indicators & Penalties
- 6. Other Terms**
  - a. Booking requests and travel authorizations
  - b. Travel authorizations - emergencies
  - c. Compensation for services and payments to the company
  - d. Discrimination
  - e. Changes within IDLO
  - f. Records & books of account
  - g. Exit conditions

### **Appendices:**

- |            |                                |
|------------|--------------------------------|
| Appendix 1 | Business Travel Reporting Data |
| Appendix 2 | Summary of Services            |

---

## 1. INTRODUCTION

---

- 1.1 IDLO desires to enter into a Framework Agreement with a provider of **Travel Management Services**, hereinafter referred to as the Company, the Travel Agency or the Bidder (s) with worldwide capabilities to provide business travel services to its Country Office in the Philippines.

The selected company will be required to implement a program responding to IDLO requirements in terms of customer service, costs savings and policy compliance. The company shall provide the personnel, equipment, systems, technology, and integration with IDLO's systems, materials, supervisors, account management, as well as all other Items and services necessary to perform business travel services as defined herein.

The related contract for services is expected to in place by August 2023, with start of services at the latest by August 1, 2023. It is anticipated that the resulting Framework Agreement would be for an initial period of 12 months, with an option to extend at the same price, terms and conditions for a second 12-month period subject to satisfactory performance and agreement by both parties.

- 1.2 The average volume of annual cost spent for air tickets procured by IDLO CO Philippines for the last 4 years is of approximately PHP 4,062,000.00, in which all expenses incurred for both Internation and domestic air travel are accounted as per below breakdown:

Year	No. of Transactions		Total	Spent
	Domestic	International		
2020	no travels due to pandemic			
2021	no travels due to pandemic			
2022	48	2	50	PHP 368,000.00
As of May 2023	58	0	162	PHP 409,000.00

These figures shall serve as indication of expected future business level, however these neither represent nor warrant that the selected Travel Agency will provide a guaranteed level of Travel Management Services.

- 1.3 The selected Company will be expected to enter into a Framework Agreement with IDLO covering all the areas of all or some of the services mentioned in this ITB, as well as additional services that will be requested by IDLO.
- 1.4 The Travel Agent shall generate its income on a per-ticket/transaction basis. All air travel must be made via the most direct and expeditious route to the final destination, using the least expensive and cost-efficient option available at the time of booking.

## 2. STRUCTURE OF THE PRESENT TERMS OF REFERENCE

---

The present Terms of Reference contains IDLO's requirement in terms of core services and additional services. Bidder's proposals shall be structured in the same manner, clearly differentiating between core and additional services.

---

### 3. CORE SERVICES

---

#### 3.1 Framework

Travels originating from Philippines or abroad will be services by the Travel Agent as applicable. The Travel Agent will have full capabilities to make worldwide travel arrangements and will have access to the best available airfares, including local market fares and IDLO negotiated fares. The selected company will be required to provide services in accordance with the following requirements and service standards:

##### Client Service:

- Deliver travel services through highly professional travel staff with a high level of client orientation.
- Achieve cost efficiency and savings by ensuring strict compliance with IDLO's travel policy and extensive use of preferred air fares.
- Determine the most economical routes in compliance with IDLO's travel policy using experienced air fare experts.
- Provide highly competitive Company's negotiated fares to complement IDLO negotiated fares.

#### 3.2 Booking, Ticketing and Traveller Support Services

##### 3.2.1 Booking and Ticketing Services provided by the Travel Agent

- Render highly professional advice to IDLO and IDLO travellers. Provide quotes on itineraries in accordance with IDLO's travel policy and alternative quotes whenever requested by IDLO.
- Provide mobile number and email service during normal and outside office hours for all travel requests originating from IDLO.
- Book, issue and deliver tickets for travels originating from Philippines and abroad.
- Provide solutions for the purchase and issuance of low cost carriers' tickets.
- Ensure access to all types of air fares on the same display.
- Process rebooking, refunding or cancellation as requested by IDLO and re-issue air tickets in conformity with such requests. Calculate differences in fares, obtain any refund may be due to IDLO and ensure endorsement to other carriers if required.
- Provide adequate information to IDLO travellers on fare conditions and ticketing deadlines.
- In line with fare rules, guarantee booking and fare validity for the applicable number of hour and indicate any additional cost for longer validity where possible. This provision excludes tickets on instant purchase, i.e., tickets on low-cost carriers.
- Observe guidelines according to IDLO air carrier risk management and inform IDLO and travellers about any significant changes in airline safety rating. (The Company is made aware that all IDLO travellers must obtain a travel security clearance for all official travel prior to undertaking any official travel).

#### 3.3 Other Travel-related Services



- 
- 3.3.1 Special Assistance for Travellers
- As applicable, provide assistance to IDLO travellers in case of accident, sickness, injury or death.
- 3.3.2 Baggage Allowance and Excess Baggage
- Inform IDLO travellers about the accompanied baggage allowance, excess baggage charges and rules. Inform IDLO travellers about baggage insurance if requested.
- 3.3.4 Travel Documentation and Information Delivery
- E-Tickets Delivery: Ensure that 100% of all e-ticketed documents are delivered at maximum 24 hours following notification of approved travel authorization.
  - Schedule changes: Promptly notify travellers and IDLO of any schedule changes and/or delays which may interfere with the travel arrangements (airport closing or strikes, cancelled flights, etc.). Inform the IDLO Country Office in case of major disruption.
  - Provide IDLO travellers with:
    - Electronic ticket, showing the travel dates, departure and arrival schedule and baggage allowance and assigned seats.
- 3.3.5 Quality Control
- Designate a quality representative who will act as a focal point of IDLO for service quality/complaint related subjects.
- 3.3.6 Complaints from IDLO Travellers
- Ensure written acknowledgement within 4 hours.
  - Promptly investigate and resolve any complaints from IDLO travellers. Ensure final resolution and response to IDLO travellers within 10 days after written acknowledgement.
- 3.3.7 Computer Reservation System (CRS)
- Provide and maintain the most recent global release of CRS widely used in the Philippine market and granting access to full airfare content (Sabre, Amadeus, Galileo, etc.).
  - Ensure capacity to access all types of fares on the same display/booking system.
  - Local Issuance Restrictions - describe in the offer, limitations (sanctions, embargos or other reasons) that hinder the company to make arrangements in certain markets (countries) or on specific carrier and provide alternative options.
- 3.3.8 Refund & Cancellations
- Process refunds requests of all fully/partially unused tickets following request or notification.
  - Verify residual value of partially used tickets refunded by carriers. Any difference between IDLO's calculation and actual refund shall be justified

- 
- by the company's calculation and reflected in the billing under the heading refunds. Obtain justification from airlines for rejected refunds.
  - Advise IDLO within 5 working days about the possible penalty charges of cancelled travel requests.
  - Issue credit notes for outstanding refunds within 30 days upon notification by IDLO.
  - Absorb all cancellation charges or penalties for which the company is responsible.
  - Void and/or reissue tickets whenever possible Instead of refunding.
  - Provide monthly and annual reports showing the status of settled and pending refund requests, Including the total amount of penalties and amounts not refunded.

#### 3.3.11 Personal Deviations within Official Travel

- Personal deviations as part of official travel shall be billed separately to travellers and excluded from Invoices to IDLO.
- IDLO will not be liable for expenses related to personal portions and reserves the right to audit travel records to verify the accuracy of allocated costs between official and personal charges.

#### 3.3.12 Accounting, Invoicing and Payment

- Submit detailed electronic Invoices for each transaction covering the following Information:
  - name of traveller/s
  - date of travel/s
  - travel itinerary or ticket
  - travel insurance
  - currency and the amount of the ticket cost
  - airport and security taxes (If applicable)
  - lounge access fee (If applicable)
  - the transaction fee billed, In accordance with the agreed pricing mode;
  - any other relevant Information requested by IDLO.
- Regularly provide statement of account (SOA) consolidating all Invoices.
- In case the invoice included in the statement of account do not conform to the instruction given In the IDLO travel request, IDLO shall only pay the amount authorized.
- All Invoices submitted for payment by the company or equivalent operations service provider will be approved and settled by IDLO within 30 calendar days after receipt of statement of account. Any Invoices questioned by IDLO should be resubmitted within one month together with such explanations and/or clarification as may be required.
- Billing will be in PHP.

---

## 4. OPERATIONAL ARRANGEMENTS: HUMAN RESOURCES

---

### 4.1 Human Resources

All staff must be fully proficient in Filipino and English. Any additional language skills will be advantageous. In addition to the above, the following basics are required:

- Certificate of Travel Agency competence.
- Completion of IATA certificate or equivalent experience.
- Completed trainings for the use of the latest versions of Amadeus, Galileo and/or Sabre.
- The successful Travel Agency shall be required to devote at least one primary personnel, and on back-stopping personnel with adequate authority to make decisions for the timely resolution of problems.

## 5. PERFORMANCE MONITORING AND CONTRACT MANAGEMENT

---

### Service Level Agreement and Key Performance Indicators

The selected company shall comply with the following reporting and monitoring requirements and service standards:

### 5.1 Management Support

#### 5.1.1 Management Reporting

##### 5.1.1.1 Statistical and Management Reporting

- Deliver and send by email, regular reports as agreed with IDLO.

##### 5.1.1.2 Performance Reporting

- Provide comprehensive data and performance reports.
- Number of booking requests by telephone and email indicating the percentage of calls/emails answered with the travel agency in accordance with IDLO requirement.

#### 5.1.2 Meetings and Performance Review

- Organize regular management meetings with the IDLO Procurement Focal Point in order to review service performance and compliance.

### 5.2 Key Performing Indicators and Penalties

Any resulting contract will include Key Performance Indicators (KPIs) and related targets listed

below. IDLO may establish a penalty provision for poor and/or non performance KPIs.

#### 5.2.1 Key Performance Indicators and Related Targets

- Provide 100% of booking at the lowest available fare in compliance with IDLO's travel policy.
- Provide booking options or alternative booking options
- Ensure 100% of all booking are confirmed and delivered within 24 hours after booking confirmation unless otherwise instructed or unless travelling occurs within that time frame.

#### 5.2.2 Non-Performance

- IDLO will consider the contract as underperforming if it does not comply with the Key Performance Indicators:

5.2.2.1 Failure to respond to booking options or alternative booking options from receipt of booking request.

5.2.3 General Air Fares Compliance

The company agrees to cooperate with verifications of air fares offered and accept any IDLO and/or Independent air fare audit. The company will reimburse IDLO for any significant amount by which fares offered to travellers has exceeded the lowest applicable fare.

## 6. OTHER TERMS

---

### 6.1 Booking Request and Travel Authorizations

IDLO shall issue official requests for services through email. The company shall render the services requested only when any such service is requested with approved travel request. IDLO shall not be liable to reimburse the company for services provided by the company without an officially accepted booking and travel authorization reference.

### 6.2 Travel Authorizations-Emergencies

6.2.1 In case of emergency during the agreed working hours, verbal requests may exceptionally be made by an authorized representative other than the travel units' designated staff, followed by an official written confirmation and travel authorization reference. IDLO shall, from time to time, notify in writing the company of the names, titles and functions of the officials authorized to request travel services.

### 6.3 Compensation for Services and Payments to the Company

As full compensation for the services rendered under the contract, IDLO shall reimburse the company for the cost of:

- All transportation tickets and other service provided by the company under the provisions of the contract.
- Cancellation charges imposed or assessed by airlines by reasons of cancellation of any reservations procured under the provisions of the contract at the specific request of IDLO. However, the company shall be required to take the necessary steps, and make its best efforts, to assist IDLO and the IDLO travellers, as the case may be, to avoid such cancellation charges.
- Any other reasonable expenses incurred by the company relating to services covered by the contract and agreed upon specifically from time to time between the company and IDLO. The company agrees that costs under this paragraph shall not exceed commercial rates, where such exist, or otherwise the cost shall not exceed the cost charged to its most favoured clients for equal or similar services.

### 6.4 Discrimination

The company shall provide full travel services to IDLO and its travellers, without discrimination on the basis of nationality or on any other grounds, both the country office in the Philippines and on a worldwide basis.

## 6.5 Changes within IDLO

As a result of potential administrative changes within IDLO, the list of authorized representatives and internal work procedures and policies are subject to change.

## 6.6 Records and Books of Account

- The company shall keep systematic and accurate records of books of account, which shall at all time, be subject to audit by IDLO. When it is requested by IDLO, the company shall forward all relevant documents related to the performance of the contract for approval by IDLO's procurement section. In this respect, the company shall forward any additional information requested by IDLO, in connection with the approval of the aforementioned documents.
- The company shall keep all documents prepared in connection with the performance of the contract, for two (2) years following the end of the contract, for the purpose of inspections and verification by the IDLO auditors, in particular by granting them unrestricted access to its premises.
- The company is required to retain all financial documents related to the cost and revenues of IDLO account for a period of at least 2 calendar years following the termination of the agreement with the company. IDLO will have the right to audit financial records or documents at any time upon 30 days written notice during the company contract and for 2 years beyond its expiration. IDLO agrees that the designated auditors, personnel, or regulator shall treat its expiration. IDLO agrees that the designated auditors, personnel, or regulator shall treat and preserve any information they may have access to during such review as confidential.

## 6.7 Exit Conditions

In the event the service contract established between the parties is terminated for any reason or expires by its own terms and successor business travel company is contracted by IDLO, the following provisions shall apply:

6.7.1 The company will use all efforts to cooperate fully in assuring IDLO and its travellers with a continued and uninterrupted service until the contract expiry or termination date.

6.7.2 The company will provide all the standard statistical/management reports required by IDLO for the entire contract term.

6.7.3 The company will not reassign dedicated employees before the contract expiry or termination date in order to ensure an orderly transition with no adverse impact on service levels required by IDLO and its travellers.

6.7.4 Subject to personal data protection requirements, and at no cost to IDLO, other than costs imposed by third parties (such costs requiring advance notice to and approval by IDLO), the company will transfer and provide access to the IDLO and/or its designated successor travel management company the IDLO travel data including passenger name records and profiles in the most appropriate format. The company will not impose on IDLO or the successor travel management services company, any special or additional fees or costs involved in or related to the transfer of services, including, but not limited to, equipment de- installation, severance for employees, leasehold obligations, data transfer

---

or handoff, management time cooperating with the new travel company, or other time related to the orderly transfer of business to the new business travel company.

---

## Appendix 1 - Business Travel Reporting Data

This Appendix provides the list of standard reports the company should be able to provide to IDLO.

The reports should provide consolidated data and, whenever requested and relevant, broken down by Organization, Department, Destinations, Type of fares, Air Carrier etc.

### Management Dashboard Report

#### Statistical Report

- Overall air: gross & net ticket amount, refund, exchange, tax amount, transaction fee, total and all appropriate details.
- All booking classes by ticket, and consolidated all fare type (corporate rates, IATA fares, company negotiated rates) all origins and destinations.
- All places of Issue
- All travellers list
- Average ticket price for all routes, main routes and consolidated average trip duration
- Travel amount by direction (outbound, Inbound)
- Routing type (one way, return, multi city) ticketed airline
- Trip type (domestic, International)
- Travel Insurance for domestic and International travellers

#### Other Reports

- Unused e-ticket regular tracking
- Tickets refunded, outstanding refunds, amount of penalties, cost estimates/budget provided (no. of pax and destination)

---

## Appendix 2 - Summary of Services

The below list is meant to serve as guidance and does not pretend to be exhaustive. The companies are welcome to add any elements as may be required

### Service offered directly by Travel Agent

- Air tickets booking/rebooking & issuance during official working hours
- Air tickets booking/rebooking & Issuance by the 24/7 desk upon IDLO's request
- Travel Insurance issuance



---

**ANNEX D  
BID SUBMISSION FORM**

**This Form must be submitted using the Supplier's Official Letterhead/Stationery in the format specified below)**

Dear Sir / Madam,

Having examined the Solicitation Documents, the receipt of which is hereby duly acknowledged, we, the undersigned, offer to provide **Travel Management Services** in accordance with the TOR as defined in Annex

We undertake, if our Bid is accepted, to commence and complete delivery of all services specified in the contract within the time frame stipulated.

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

We hereby accept the IDLO's General Terms and Conditions in full and Payment Policy of payment within 30 days after delivery of service on presentation of complete and correct invoice.

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

Company/Organization: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: **Select date**

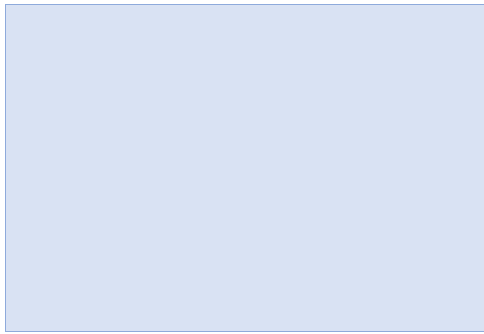
Signature: \_\_\_\_\_

*Duly authorized to sign this Bid*

**ANNEX E  
BIDDER INFORMATION FORM**

**Delete before submission - Note: This is a sample, please edit as appropriate to context**

Name of Bidder:	[Insert Name of Bidder]	Date:	Select date
ITB reference:	[Insert ITB ref number]		
Legal name of Bidder	[Complete]		
Legal address	[Complete]		
Year of registration	[Complete]		
Bidder's Authorized Representative Information	Name: [Complete] Title: [Complete] Telephone numbers: [Complete] Email: [Complete]		
Are you an IDLO vendor?	<input type="checkbox"/> Yes <input type="checkbox"/> No If yes, [insert IDLO vendor number]		
Countries of operation	[Complete]		
No. of full-time employees	[Complete]		
Quality Assurance Certification (e.g. ISO 9000 or Equivalent) (If yes, provide a Copy of the valid Certificate):	[Complete]		
Does your Company hold any accreditation such as ISO 14001 or ISO 14064 or equivalent related to the environment? (If yes, provide a Copy of the valid Certificate):	[Complete]		
Contact person that IDLO may contact for requests for clarifications during Bid evaluation	Name: [Complete] Title: [Complete] Telephone numbers: [Complete] Email: [Complete]		
Please attach the following documents: [As per Annex B – Preliminary Screening Criteria]	<ul style="list-style-type: none"> <li>• Certificate of Incorporation/Registration</li> <li>• Valid Tax Compliance Certificate</li> <li>• Minimum 5-year IATA accreditation</li> <li>• Appropriate license and software for processing travel reservation and ticket Issuance (Sabre, Amadeus, Galileo, etc)</li> <li>• Other Travel Agent certifications, memberships and partnertships</li> <li>• Minimum 5 years of relevant experience with good track record in serving international organizations, embassy and/or multi-national corporations.</li> <li>• Minimum 5 contracts of similar value, nature and complexity implemented over the last 5 years.</li> <li>• Minimum average annual turnover of PHP 10,000,000.00 for the last 3 years.</li> </ul>		



- Bidder must demonstrate the current soundness of its financial standing and indicate its prospective long-term profitability by submitting an audited financial statement (balance sheets, including all related notes, and income statements) for the last 3 years
- Employs competent and experienced travel consultants, especially in ticketing and fare computations, as evidenced by their track record in their curriculum vitae

**ANNEX F  
PRICE SCHEDULE**

The Price Schedule must provide a detailed cost breakdown. Provide separate figures for each functional grouping or category.

Type of Service	Unit of Measure	Total cost
<b>Transaction Fees for Air Travel (Plane Ticket)</b>		
Transaction fee for air tickets issued - <b>Domestic</b>		
Transaction fee for re-booking of air tickets issued - <b>Domestic</b>		
Transaction fee for processing of refund of air tickets issued - <b>Domestic</b>		
Transaction fee for air tickets issued - <b>International</b>		
Transaction fee for re-booking of air tickets issued - <b>International</b>		
Transaction fee for processing of refund of air tickets issued - <b>International</b>		
<b>Miscellaneous Services</b>		
After office hour assistance/service		
Other fees and charges (please specify)		
<b>Name, position and signature of the Bidder</b>  <hr/> <i>Duly authorised to sign this Bid</i>  <b>Date:</b>		<b>Bidder's Stamp</b>

## ANNEX G

### 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	IDLO Country Office, Philippines
Contract Duration <del>Delivery date</del>	<p>It is expected that the Framework Agreement will be entered into by August 2023, and that the services will be provided as of September 2023.</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 additional 12 months. The overall duration of the contract will not exceed 2 years.</p> <p>The prices will remain unchanged during the period of contract implementation</p>
Payment Terms	Refer to Annex A Instruction to Bidders
Other conditions	Please refer to Annex C - TOR

---

**ANNEX H  
IDLO GENERAL TERMS AND CONDITIONS FOR THE PROCUREMENT OF GOODS OR  
SERVICES  
AND  
IDLO SUPPLIER CODE OF CONDUCT**

Any proposal submission will imply the unconditional acceptance of IDLO General Terms and Conditions for Goods and Services and adherence to the Supplier Code of Conduct.

The documents are available on IDLO Procurement Website:

[https://www.idlo.int/sites/default/files/documents/general\\_terms\\_and\\_conditions\\_for\\_goods\\_and\\_services\\_august\\_2020.pdf](https://www.idlo.int/sites/default/files/documents/general_terms_and_conditions_for_goods_and_services_august_2020.pdf)

[https://www.idlo.int/sites/default/files/documents/general\\_terms\\_and\\_conditions\\_for\\_services\\_feb\\_2022.pdf](https://www.idlo.int/sites/default/files/documents/general_terms_and_conditions_for_services_feb_2022.pdf)

<https://www.idlo.int/sites/default/files/documents/idlo-supplier-code-of-conduct.pdf>