

## INTERNATIONAL DEVELOPMENT LAW ORGANIZATION INVITATION TO BID

Reference: ITB No\_152-2024-KEN

Date: July 16, 2024

Dear Sir/Madam,

The International Development Law Organization (IDLO) kindly invites your Company/Organization to submit a Bid for Framework Agreement- **Travel Agent 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 No\_152-2024-KEN in the subject section of your email.

---

Deadline for Submission of Proposals:  
On or before **Date: July 31, 2024**  
**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  
Kenya Country Office

**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	Bids shall be nominated exclusively in KES.
4. Language of the Bid	The Bid and all correspondences and documents relating to the Bid exchanged by the Bidder and IDLO shall be written in the English language.
5. Deadline for Submissions of Bid	<p>The Bid shall be addressed to IDLO on or before  <b>Date: July 31, 2024</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	Nairobi, Kenya
7. Customs clearance, if needed, shall be done by:	<input checked="" type="checkbox"/> N/A
8. Special Packing Requirement or Temperature Control	<input checked="" type="checkbox"/> N/A
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.

<p>11. Clarification of solicitation documents</p>	<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</b> ITB No_152-2024-KEN 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>
<p>12. Amendments of solicitation documents</p>	<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>
<p>13. Format, signing, sealing, marking and submission of Bids</p>	<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> with the Subject: <b>"Submission for ITB No_152-2024-KEN"</b>.</p>
<p>14. Joint Venture, Consortium, or Association</p>	<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</p>

	<p>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 JV, 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 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>
--	---

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> <ul 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> </ul>
16. Late Bids	<p>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.</p>
17. Validity Period of Bids	<p>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.</p>
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 <i>Deadline for Submission of Bids</i>.</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	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.
22. Clarification of Bids	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.
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 other places where business transpires, with or without notice to the Bidder;</li> <li>f) Other means that IDLO may deem appropriate, at any stage within the selection process, prior to awarding the contract.</li> </ul>
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> </ul>



	<ul style="list-style-type: none"> <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><b>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.</b></p> <p><b>The mere act of submission of a Bid implies that the Bidder accepts both Annexes in full.</b></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	<input checked="" type="checkbox"/> <b>Not Permitted - quote for all or nothing</b>

**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 under company name
<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 on company letterhead
<b>Litigation History</b>	No consistent history of court/arbitral award decisions against the Bidder for the last 3 years.	Self-Attestation Letter on company letterhead
<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 on company letterhead
<b>Office location</b>	At least 1 branch located in Nairobi	Physical location of office must be provided - <b><u>impromptu site inspection shall be conducted prior to award</u></b>
<b>Official representative of the hotel</b>	Authorized as the point of contact for IDLO.	ID/ passport copy of IDLO account manager.
<b>Company profile</b>	Write up of the scope of services provided by the bidder including <u>physical address of office in Nairobi</u>	Company profile

## B. QUALIFICATION CRITERIA

QUALIFICATION		
<b>Relevant Experience</b>	Contracts issued within the last five (5) years of similar nature and complexity with UN Agencies, INGOs, Embassies or multinational Corporate Entities.	Proof of experience: Provide:  (i) Three (3) LPOs, LTA or contract for <u>local (domestic) tickets</u> issued within the last 5 years  (ii) Three (3) LPOs, LTA or contract for <u>International tickets</u> issued within the last 5 years
	Reference indicating contactable official email address for verification.	Verification of LPOs. Provide:  (i) 3- official email address linked to the LPOs submitted for domestic issued tickets.  (ii) 3- official email address linked to the LPOs submitted for International issued tickets.
<b>Financial Standing</b>	Minimum average annual turnover of KES 30,000,000 for any three (3) year between 2019 and 2023 <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 any 3 years between 2019 and 2023.  <i>(For JV/Consortium/Association, all Parties cumulatively should meet requirement).</i>	Audited reports any three (3) years between 2019 and 2023
<b>Capacity- Local (Domestic) tickets</b>	Authorized by the airlines to book and issue tickets on their behalf (to include but not limited to Kenya Airways, Skyward Express, Safari Link, Renegade Air, Jambo Jet, Freedom Air, Air Kenya)	Provide copies of <u>all</u> the listed airline authorization/ partnership letters

<b>Capacity- International tickets</b>	Authorized by the airlines to book and issue tickets on their behalf (to include but not limited to Kenya Airways, South African Airlines, Air Uganda, Air Rwanda, Ethiopian Airlines, Emirates, Qatar Airways, Etihad Airlines, British Airways, Swiss Air, Lufthansa, KLM, Air France, Turkish Airline, Air Tanzania, Precision Air, Premier Airline, Eqypt Air, Daalo, Mozambique Airline, Air link, Air Angola)	Provide copies of <b>all</b> the listed airline authorization/ partnership letters
<b>Licenses</b>	Accredited IATA Travel Agent duly licensed to operate in Kenya	Provide copy of accreditation certificate from IATA

---

**ANNEX C**  
**TERMS OF REFERENCE**  
**TRAVEL AGENT 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. Background**

IDLO issues this ITB for the purpose of soliciting bids from service providers for provision of Travel Agent and Related Services as per the schedule below across the globe.

**C. Condition of Contract and Expected Output**

IDLO is looking to establish several Framework Agreement(s) with able and qualified Suppliers. A Framework Agreement is a type of agreement with its terms and conditions under which procurement of goods or services can be effected over a specified period, but which places no obligation on IDLO to order any minimum or maximum quantity.

- a) Each Framework Agreement will have its specified list of services.
- b) After entering into a Framework Agreement, IDLO shall place order on a "need basis".
- c) IDLO shall request confirmation from the Supplier on its service availability by email. The Supplier shall confirm by return email within 24 hours.
- d) The confirmed award shall be in the form of a duly authorized Work Order. The Work Order is IDLO's commitment against Framework Agreements. The Work Order will

---

provide information on the exact items, its quantities and unit prices (lifted from the Framework Agreement) in addition to other logistic details.

- e) The duration for Framework Agreement(s) is 12 months **with an option to extend at the same price, terms and conditions for an additional 12-month period subject to satisfactory performance and agreement by both parties.**

This ITB is for Travel Agent and Related Services. The services shall be in line with the below specifications. Bidders are advised to submit a bid for **all lots**.

#### **D. 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 and carriers.

#### **E. Payment**

- On a monthly basis as applicable, the contractor shall submit a statement of account to IDLO attaching all invoices for tickets or vouchers issued within the month, with specific reference to the work order number.
- If any of the invoices submitted does not comply with the authorized work order or does not conform to the instructions as given in the work order, the travel agent must elaborate the reason for the extra amount and seek IDLO authorization.
- 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 bank account within **two (2) month** after receipt of complete and correct invoices.

#### **F. 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 Framework Agreement.
- The Travel Agent shall take all reasonable measures to ensure that the personnel conform to the highest standards of moral and ethical conduct. IDLO may, at any time, request in writing for the improper performance and the withdrawal or replacement of any personnel of the Travel Agent assigned to perform services under this Framework Agreement. 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 Framework Agreement.
- IDLO shall not be liable for any action, omission, negligence or misconduct of the Travel Agent employees or for any insurance coverage which may be necessary or desirable for the purpose of this framework agreement, nor for any costs, expenses or claims associated with any illness, injury, death or disability of the Travel Agents employees performing work or services in connection with this framework agreement.
- The Travel Agent and its employees shall conform to all applicable laws, regulations and ordinances promulgated by legally constituted authorities.

## **G. IDLO Travel Policy**

Current air travel policy requires the Travel Agents in all cases to book the lowest available fares on Economy class 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. Ideally, the number of IDLO employees/ IDLO travellers traveling together on the same flight should not exceed six (6) for security and safety reasons.

## **H. Minimum Services Required by IDLO**

The Offerors shall provide quotations for the provision of air travel services to IDLO 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 advice on itineraries when and as requested for journeys booked
- Determine the most economical routes in compliance with IDLO's travel policy.
- Provide IDLO travel department with quotation of the various routes within 2 hours from time of enquiry.
- 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.
- Issue airline tickets to IDLO on economy class in line with IDLO's Travel Policy.
- Whenever practical, request seat allocation on flights when making reservations.
- Promptly notify IDLO contact person via SMS, phone call and e-mail on any schedule changes, flight delays which may interfere with the travel arrangements such as airport closings, strikes, cancelled flights etc.
- Process ticket changes, re-route 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.
- Act as a liaison agency between the airline carrier and the IDLO to resolve issues of lost or stolen air tickets and replace the documents in agreement with IDLO's instructions.
- Provide IDLO with a list of the names and telephone numbers of senior personnel, who may be contacted during weekends or public holidays for travel service as necessary and for emergencies arising while the Travel Agent's offices are closed.
- Promptly investigate any complaints from IDLO relating to services agreed upon and take necessary action.
- The Travel Agent shall deliver tickets, based upon proper authority from IDLO in case of travel, itineraries, boarding passes (where available) and other travel documents as determined necessary by IDLO.

## **I. Supplier Relations**

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

## **J. Financial proposal**

The travel agent is requested to quote for both lots (lot 1 and lot 2). The quote must be in terms of:

- Flat rate chargeable service fee per local (domestic) ticket issued.
- Flat rate chargeable service fee per international ticket issued.

The Travel Agent Services shall be in line with the below requirements under section K. **Bidders must submit bids for both lots (lot 1 and lot 2).**

#### K. Travel requirement

##### Lot 1- Domestic flight routes

<b>Description of service- Return (Two-way) air tickets on Economy class based on the below routes:</b>
<b>Category 1:</b> Nairobi- Mombasa return
<b>Category 2:</b> Nairobi- Ukunda return
<b>Category 3:</b> Nairobi- Malindi return
<b>Category 4:</b> Nairobi- Lamu return
<b>Category 5:</b> Malindi- Lamu return
<b>Category 6:</b> Nairobi- Kisumu return
<b>Category 7:</b> Mombasa- Kisumu return
<b>Category 8:</b> Nairobi- Eldoret return
<b>Category 9:</b> Mombasa- Eldoret return
<b>Category 10:</b> Nairobi- Garissa return
<b>Category 11:</b> Nairobi- Lodwar return
<b>Category 12:</b> Nairobi- Mandera return
<b>Category 13:</b> Change of reservation after ticket is issued
<b>Category 14:</b> Change of passenger name after ticket is issued
<b>Category 15:</b> Cancellation of issued ticket
<b>Category 16:</b> Refund of unutilized issued tickets

##### Lot 2 - International flights

ITB No\_152-2024-KEN

16





---

<b>Description of service- Return (Two-way) air tickets on Economy class - international flights</b>
<b>Category 1:</b> Flat rate service fee chargeable for each international flight ticket issued
<b>Category 2:</b> Change of reservation after ticket is issued
<b>Category 3:</b> Change of passenger name after ticket is issued
<b>Category 4:</b> Cancellation of issued ticket
<b>Category 5:</b> Refund of unutilized issued tickets

**NB:** Please note that prices/amounts should be quoted on annex F template in KES, per ticket Issued and **MUST** be inclusive of all applicable taxes.

---

**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 Services for **TRAVEL AGENT SERVICES** as may be ascertained in accordance with the Price Schedule (Annex F) attached herewith and made part of this Bid.

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**

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:	Certificate of Incorporation/Registration		
	Valid Tax Compliance Certificate under company name		
	Self-Attestation Letter on company letterhead- Bankruptcy		
	Self-Attestation Letter on company letterhead- Litigation history		
	Self-Attestation Letter on company letterhead- eligibility		
	ID/ passport copy of IDLO account manager.		
	Company profile		
	Proof of experience. Provide:		
	(i) Three (3) LPOs, LTA or contract for <u>local (domestic) tickets</u> issued within the last 5 years		
	(ii) Three (3) LPOs, LTA or contract for <u>International tickets</u> issued within the last 5 years		

	Verification of LPOs (reference check). Provide:  (i) 3- official email address linked to the LPOs submitted for domestic issued tickets.  (ii) 3- official email address linked to the LPOs submitted for International issued tickets.
	Audited reports any three (3) years between 2019 and 2023
	Provide copies of <u>all</u> the listed airline authorization/ partnership letters - (Domestic tickets) - Kenya Airways, Skyward Express, Safari Link, Renegade Air, Jambo Jet, Freedom Air, Air Kenya)
	Provide copies of <u>all</u> the listed airline authorization/ partnership letters - Kenya Airways, South African Airlines, Air Uganda, Air Rwanda, Ethiopian Airlines, Emirates, Qatar Airways, Etihad Airlines, British Airways, Swiss Air, Lufthansa, KLM, Air France, Turkish Airline, Air Tanzania, Precision Air, Premier Airline, Egypt Air, Daalo, Mozambique Airline, Air link, Air Angola)
	Provide copy of accreditation certificate from IATA

---

**ANNEX F  
PRICE SCHEDULE**

**Please complete price schedule of the below 2 LOTS. Partial bids are not permitted. Quote for all or nothing.**

**Note\*:** The price quoted must be a **flat rate** service fee charged **per ticket issued inclusive** of all applicable taxes in KES.

<b>Name of Travel Agency</b>	
<b>Physical location of Building (including floor and room number if applicable)</b>	
<b>Contact Person for Travel Agency</b>	
<b>Submit ID or passport copy of information page of main director</b>	
<b>Telephone Number</b>	
<b>Email Address</b>	

**Lot 1: Domestic flights**

Description of service- Return (Two-way) air tickets on Economy class based on the below routes:	Flat rate service fee charged per domestic ticket issued inclusive of all applicable taxes in KES.
Category 1: Nairobi- Mombasa return	
Category 2: Nairobi- Ukunda return	
Category 3: Nairobi- Malindi return	
Category 4: Nairobi- Lamu return	
Category 5: Malindi- Lamu return	
Category 6: Nairobi- Kisumu return	
Category 7: Mombasa- Kisumu return	
Category 8: Nairobi- Eldoret return	
Category 9: Mombasa- Eldoret return	
Category 10: Nairobi- Garissa return	
Category 11: Nairobi- Lodwar return	
Category 12: Nairobi- Mandera return	
<b><i>Other cases where service fee may apply (indicate "free of charge" if no fee will apply)</i></b>	
Category 13: Change of reservation after ticket is Issued	

Category 14: Change of passenger name after ticket is issued	
Category 15: Cancellation of issued ticket	
Category 16: Refund of unutilized issued tickets	

**Lot 2: International flights**

Description of service- Return (Two-way) air tickets on Economy class - international flight	Flat rate service fee charged per International ticket issue inclusive of all applicable taxes in KES.
Category 1: Flat rate service fee chargeable for each international flight ticket issued	
<i>Other cases where service fee may apply (indicate "free of charge" if no fee will apply)</i>	
Category 2: Change of reservation after ticket is issued	
Category 3: Change of passenger name after ticket is issued	
Category 4: Cancellation of issued ticket	
Category 5: Refund of unutilized issued tickets	

Note\*

- Prices/amounts should be quoted in KES, per ticket Issued in each category as the case may be and MUST be inclusive of all applicable taxes.
- **Please project the market inflation trends and provide a rate that you will sustain for the next 24 months should you be awarded a framework agreement.**



<p><b>Name, position and signature of the Bidder</b></p> <hr/> <p><i>Duly authorised to sign this Bid.</i></p> <p><b>Date:</b></p>	<p><b>Bidder's Stamp</b></p>
--	------------------------------



**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	<b>Kenya</b>
Delivery date	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. 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. The prices will remain unchanged during the period of contract implementation.
Payment terms	IDLO will process payment within 30 days after satisfactory receipt of all goods/ provision of services and upon receipt of the complete and correct invoice by the service provider.

---

**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\\_august\\_2020.pdf](https://www.idlo.int/sites/default/files/documents/general_terms_and_conditions_for_goods_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>