

TENDER SPECIFICATIONS

PART II

TECHNICAL SPECIFICATIONS

No EEAS/DELETHU/2019/OP/0026

**Provision of Corporate Travel Agency Services for the Delegation of the
European Union to the African Union**

Service contract

OPEN PROCEDURE

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1. TECHNICAL SPECIFICATIONS

1.1 Characteristics of the services to be provided

The services covered by the contract include all the services normally offered by a travel agency in connection with missions (travel of staff members outside of the place of employment, in the interest of the service and on the instruction of the line manager). The contractor must comply with the following requirements which are considered essential for the proper completion of the contract and the required quality of service. The requirements for one type of service apply mutatis mutandis to the other types of service.

Throughout the period of validity of the contract, the travel agency must satisfactorily meet the needs of the contracting authority in term of work-related travel in an efficient and effective manner, including the provision of assistance, in the following areas:

- a) accessibility by telephone or e-mail, according to the choice of the person going on mission;
- b) providing a professional, high-quality, proactive and customer-oriented service;
- c) delivering optimum cost-efficient solutions: the most economic travel option while minimising transit/connection and stopovers, if applicable;
- d) initiating and negotiating the best possible discount rates in order to provide a quotation to the contracting authority for the corresponding service **at the best available market price**;
- e) advising travellers and taking a coordinated approach, in case several people are going on mission to the same destination.

The staff members of the contracting authority has the right to verify at any time that the offered price is the cheapest available in the market by using different booking tools.

The contracting authority still reserves the right to order travel services directly from the providers of the services (airline/carrier), or other sub providers, in case the contractor is unable to provide the requested service at the same price.

The contractor shall advise the contracting authority of market practices and trends that could result in further savings for them, including the use of travel booking tools with automated travel policy compliance and enforcement.

The travel agency will provide the contracting authority and persons going on mission, with any topical information (in the style of a travel alert in case of disruptions for example) that may have repercussions on the organisation of the journey, even if it has already started, in accordance with arrangements to be agreed with the contracting authority before the contract comes into force.

1.2 Availability of the service

The services described in the contract must be carried out by the travel agency between 08:00 and 17:30 from Monday to Friday – (EAT) East African time zone (normal working days of the contracting authority).

The travel agency must have a hotline service 24/7 for urgent requests falling outside normal working hours, in case of emergency or problems during the mission.

1.3 Travel agency staff

1.3.1 Minimum requirements

A Relations Manager shall be appointed who shall receive and follow up till full completion of all requests from the Contracting Authority.

The Relations Manager is a senior representative who will have at least 5 years of relevant experience in the field of services subject to this tender with experience in problem solving

1.3.2 Obligation of confidentiality

The travel agency must obtain from all its staff assigned to this contract a formal (written) undertaking not to divulge any of the information they may have received in the performance of their duties, or that they may have obtained as a result of being employed by the travel agency, for the whole duration of the contract of employment and after its termination for whatever reason. This obligation applies to third parties (for instance subcontractors and their staff) and to persons employed by the travel agency. A copy of the relevant (written) undertaking must be provided to the contracting authority upon request.

1.3.3 Language qualifications

For the Relations Manager, the minimum English level required is level C1 as defined in the standards available at <https://www.coe.int/en/web/common-european-framework-reference-languages/level-descriptions>

For the rest of the staff dedicated to the implementation of the contract, the minimum English level required is level B2 as defined in the standards available at

<https://www.coe.int/en/web/common-european-framework-reference-languages/level-descriptions>

1.3.4 General requirements

The contractor is obliged to provide qualified personnel and sufficient technical resources to ensure continuous and complete execution of the services defined in the tender specifications.

The Contracting Authority may, during the performance of the contract, request the Contractor to provide further documents proving the fulfilment of the conditions set for all staff assigned to the contract, as well as any other conditions applicable.

For instance, in case of doubt about language requirements, the Contractor might be requested to arrange a new examination and present a new language certificate for the staff in question; this at the expense of the Contractor. The Contracting Authority may determine that the language examination is conducted by an institution of Contracting Authority's confidence.

For the purposes of coordination, monitoring, training and follow-up, the contractor's main site for dealing with services under the contract will preferably be in Ethiopia.

1.4 Regulatory framework

Everyone involved in the process of organising a mission is under an obligation to act in good faith vis-à-vis the contracting authority. In particular, they must take account of all the following factors when deciding on the arrangements for the mission or authorised travel:

- optimum cost efficiency and the principle of sound financial management;
- the duty of care;
- absence of conflict of interest;
- upholding the contracting authority's reputation;
- respect for the dignity of the service;

1.4.1 Internal rules of the contracting authority

The services will be provided by contractor in accordance with the internal rules of the contracting authority applicable to work-related travel (i.e. type of tickets: business class, economy class, etc.). **These internal rules will be provided to the contractor after the signature of the contract. The travel agency will comply with these internal rules or instructions which may change during the implementation of the framework contract.**

These internal rules govern the class of travel and other similar matters.

For information purposes, the internal rules governing air travel, which accounts for almost all of the total travel expenditure, currently state that:

- First class travel is the exception;
- Travel for any segment made up of a continuous segment of effective flying time of less than four hours' duration is to be booked in economy class;
- Travel involving at least one continuous segment of effective flying time of at least four hours is to be booked in business class;
- The travel class required for each mission is to be specified by the contracting agent upon requesting the quotation for a specific ticket.

1.4.2 Other requirements

The travel agency services covered by these specifications must be provided in strict compliance with the applicable legislation, rules and regulations of the country where the tasks are performed.

1.5 Service to persons going on mission

1.5.1 Preparation of the journey and information

The travel agency will provide the person going on mission with all the information required for their work-related travel, such as timetables, availability, and pricing, conditions governing fares and the use of tickets. The organization of work-related travel will be as follows:

1. The travel agency must provide by e-mail, within 24 hours from being contacted by the person going on mission, various options for any type of services requested under this contract, including the price and itinerary per option;
2. When possible, the travel agency shall provide three comparison quotes with either the same or different route options;
3. The travel agency must confirm final booking and the corresponding prices to the persons going on mission, along with the information relating to the reservation and the travel, including details of the itinerary and the conditions governing the use of tickets, timetables, need of visa; validity of reservation;
4. Reservations are to be kept on hold as long as the airline's rules allow;

Upon completion of each transaction, the travel agency will clearly state the total price to be invoiced for the service, if appropriate providing a detailed price breakdown.

A dedicated functional mailbox will be established by the contracting authority. The travel agency can only confirm a reservation (for any type of services: ticket issuance for domestic and/or international flights, cancellations etc.):

- **if an acceptance email has been sent from this functional mailbox** (not the email of the person going on mission, who originally requested quotes);
- **and if the email includes the following statement: 'OK for issuing: Agency check id XXXXXXXX'.**

Any email sent to the travel agency and asking to confirm a reservation or make a firm booking, from any other source than the functional mailbox, is not valid. The email of the functional mailbox will be communicated to the contractor after contract signature.

The 'Agency check id' is a 8-digit number that identifies a mission order of a staff member duly approved by the contracting authority. **These acceptances via e-mail that include an 'Agency check id' will be equivalent to a signed order form.**

In case of absence of 'Agency check id', the confirmation of the reservation will be done using the model of order form available in Annex III of the framework contract. This shall be signed only by a duly appointed authorising officer of the contracting authority. The list of persons authorised to sign order forms on behalf of the contracting authority will be provided to the contractor and updated on a regular basis.

The travel agency must ascertain whether parts of the journey will be carried out for private purposes (detour, etc.), at the time of the reservation being requested. In such cases, the travel

agency must request the credit-card number of the person going on mission so that the costs relating to the parts of the journey carried out for private purposes can be charged directly to it. The private part of the mission shall be invoiced by the travel agency directly to the person going on mission and not to the contracting authority.

If payment cannot be made by credit card, it is the agency's responsibility to collect payment of any sum due by the most appropriate means directly from the person concerned. Any extra cost for which the travel agency is formally responsible must be borne by the latter.

1.5.2 Tickets and related services

The travel agency will ensure timely provision of transport tickets, accommodation bookings and other related services requested by the contracting authority. All transport tickets will be delivered maximum 24 hours before the time of departure.

For each journey, the travel agency will systematically propose the solution that best meets the interests of the contracting authority, primarily in terms of value for money, taking account of transport costs and the number of persons travelling to the same destination. It will systematically apply the lowest rates available on the market at the time of the reservation, taking into account the reservation class and flight conditions authorised, in accordance with the internal rules of the contracting authority, which will have previously been notified to it.

In particular, the travel agency will systematically propose the cheapest tickets available on the market at the time of the booking request and which meet the requirements of the mission, including tickets from low-cost airlines, special offers available via booking systems or other existing and future channels.

The travel agency will ensure that the contracting authority always receive the best available rates, therefore enabling the contracting authority to take full advantage of special offers or preferential rates. The travel agency will immediately notify the contracting authority of such arrangements. If the contracting authority finds a more competitive offer than the one offered by the contractor, the contracting authority keeps the right to request from the contractor the delivery of the latter.

For environmental and cost reasons, preference will be given as far as possible to tickets issued electronically (e-tickets, ticketless systems, tickets delivered by text message, etc.). If it is not possible to issue e-tickets, or if the mission so requires, the travel agency may use any other medium or means of delivery.

Unused or partly-used tickets cancelled for personal reasons (not authorised by the contracting authority), must, where necessary, be recovered from staff, travelling on mission. The agency will follow these up with the contractor.

The travel agency will do everything necessary to protect the interests of the contracting authority if bookings have to be cancelled or changed. Additional costs arising as result of negligence directly attributable to the travel agency will be borne by the latter.

1.5.3 Administrative management

The travel agency is required to document and store in its archives for five years the full history of each written service request, from the time the initial information is requested until the time the transaction is completed. At the request of the contracting authority, the travel agency must, without any remuneration or consideration, supply such detailed information.

After this deadline, all records, information, details and profiles obtained during the course of the contract will be permanently deleted by the travel agency

At the request of the contracting authority, the travel agency must supply detailed analytical information:

- on the services provided and invoiced;
- about the derogations from the cheapest fares in accordance with internal rules, and the action taken by the travel agency.

1.6 Financial arrangements

The travel agency's remuneration for its services is to be covered solely and exclusively by service fee, i.e. a flat-rate unit price per completed transaction carried out.

The following transactions are eligible: reservations, issuing of tickets, and changing or cancelling bookings for the following: airplane.

- Issuing of an air transport domestic tickets,
- Issuing of an air transport international tickets,
- Change or cancellation of an issued airplane ticket,
- Additional fee for reservations and/or changes and/or cancellations using the 24/7 support service.

The service fees cover all the management costs for all the services requested from the travel agency in accordance with these technical specifications and the list of transactions set out in the financial tender form. The unit prices cover all the costs (direct or indirect) related to the service provided, as well as all the prior information enabling the transaction to be carried out (e.g. requests for air fares by different routes or travel dates, etc.) and any other information that the contracting authority may request related to services that are to be provided, are being provided and have been provided, without limit.

The "**reimbursable expenses**" cover all costs for air tickets and any other service linked to work-related travel subject to this tender, exclusive of service fees. These expenses will be reimbursed for each reservation confirmed by the contracting authority, upon submission of the invoice (see point 1.8 Invoicing and account management) up to a maximum ceiling over the entire duration of the contract (mentioned in Annex B – Financial tender and in Article I.5.3 of the draft framework contract).

Requests for information on fares, availability etc. that do not lead to a completed transaction are not to be invoiced to the contracting authority. Only completed transactions will be remunerated.

In order to ensure that remuneration is transparent and to set a net price for reimbursing expenses directly linked to travel (such as tickets), the travel agency undertakes to pass on to the contracting authority the standard commissions in accordance with agreements concluded by the travel agency with transport operators and other suppliers and commissions received by the travel agency, paid at the end of the year or at the end of the travel agency's reference period.

1.7 Penalties

If, it transpires that the travel agency has not provided the services in accordance with the requirements set out in the contract, the penalties listed in Annex 6 will apply. Penalties will not be applied in cases of force majeure (as defined in the contract).

The penalties set out in Annex 6 will be deducted from the payments to be made by the contracting authority in accordance with the invoicing system described in point 1.8. or by credit note if the contracting authority so requests.

Penalties are due for the period in which, except in case of "force majeure", the travel agency is responsible since it has not shown due diligence in order to proactively take, if necessary, adequate preventive measures in order to ensure or to restore the required level of service as quickly as possible. In the event of a dispute between the contracting authority and the travel agency over the imposition of penalties, an attempt at conciliation will be made between the manager of the travel agency and a duly mandated representative of the contracting authority concerned.

1.8 Invoicing and account management

Invoicing will be done on a monthly basis as follows:

Each calendar month 'n+1', the travel agency will invoice all the services provided the previous month (completed transactions).

The invoice shall contain:

- Reference number of the order form or 'Agency check ID' or subject of the travel provided at the moment of confirming the reservations;
- Name of the staff member subject to the services;
- Short description: itinerary and dates;
- Ticket cost (reimbursable expenses);
- Service fee.

If the invoice contains amounts which are not due, the contracting authority will request a credit note from the travel agency.

Any penalties incurred by the travel agency in month "n" will be notified for the services during month "n+1" and deducted from the next invoices without limit in time. A reasoned statement of penalties deducted by the contracting authority will be given to the travel agency

at the time of each deduction. However, at the request of the contracting authority, the penalties may form the basis of a specific credit note in month "n+1" in respect of month "n".

The contracting authority undertakes to pay the sums due for performance of the contract within 30 calendar days of reception of the invoices, in accordance with the payment terms laid down in point I.6 of the contract. The travel agency undertakes to draw up credit notes within 30 days of the date on which it receives the supporting documents.

The contracting authority will have access to all records, archives (regardless of the medium: electronic, magnetic, etc.), correspondence, receipts, invoices and other documents in the travel agency's possession or obtainable by it, connected with performance of the contract. This also applies to documents relating to commissions and discounts.

2. CONTENT OF THE TENDER

The tenderers shall submit via the electronic submission system E-Submission the "Request to participate form" duly completed accompanied by all the information and documents listed in the form

If any of the documents of the "technical tender" and "financial tender" is missing, the contracting authority shall not request it and will proceed to the evaluation exclusively on the basis of the submitted documents. No further documents or improvement of the content of the tender can be requested by the contracting authority.

Annex 1 – Statement of compliance with the procurement documents

Statement of compliance with the procurement documents

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[I] [We], , the undersigned, being the authorised legal representative[s] of *[to be completed with the name of the tenderer; for joint tenders, this must include all members]*, hereby declare that we have examined and accept without reserve or restriction all the terms and conditions set out in the invitation to tender, in the tender and technical specifications and in the draft contract for the tender procedure referred to above and, where appropriate, waive the tenderer's own general or specific terms and conditions. We offer to provide the services on the basis of our technical tender and our financial tender which do not diverge in any way from the requirements described in the procurement documents as drafted by the contracting authority. Our tender complies with all the technical requirements indicated in the tender and technical specifications.

We also undertake to respect these requirements scrupulously during the performance of the framework contract in case we become the awardee of the contract.

Name of tenderer:

Name of the legal representative of the tenderer:

Date:

Signature:

NOTE: For joint tenders, this statement of compliance has to be signed by each member unless the leader is duly authorised to sign on behalf of each member by a power of attorney annexed to the tender.

Name of tenderer

Name of the legal representative of the tenderer:

Date:

Signature:

Annex 2 – technical tender

A description of the tender submitted. The tenderer will explain in detail:

- 1. their tender including detailing the tasks which will be performed by each member of a joint tender and each subcontractor whose share of the contract is higher than 10%*
- 2. system of commission and super commission that will be applied and specific to the services at hand*

Annex 3 – technical tender

Award criterion n° 1: - Organisation of the services

This criterion will enable to assess the organisation of the services offered by the tender, including the different members of a joint tender and the resort to subcontractors. Tenderers will develop in detail the organisation they offer, in particular provide detailed information for each questions.

It also assesses the global allocation of time and resources to the contract and to each service, and whether this allocation is adequate for the performance of the services.

The tender shall provide details on the allocation of time and resources and the rationale behind the choice of this allocation.

Maximum number of points: 30 points – minimum threshold 50%

Sub-criteria:

1. How are the roles of the proposed team distributed (in case of joint tenders, including subcontractors if applicable) for each task? – 20 points
2. How are the services organised within the working hours, ensuring a response time in line with the technical specifications, as well as the hotline available outside normal working hours? – 10 points

Annex 4 – technical tender

Award criterion n°2: Quality control measures

This criterion will enable to assess the quality control system applied to the service foreseen in these tender specifications concerning the quality and continuity of the service in case of absence of the members of the team.

The quality system shall be detailed in the tender and specific to the services at hand; a generic quality system will result in a low score.

Maximum number of points: 30 points – minimum threshold 50%

Sub-criteria:

1. How the contract implementation will be monitored in order to guarantee efficiency and quality of the services to the contracting authority, in accordance with the requirements listed in the tender specifications? – 15 points
2. How the contractor will organise to ensure service continuity in case of absence of the Relations Manager? – 15 points

Annex 5 – technical tender

Award criterion n°3: Corporate bonuses

This criterion will enable to assess the discounts and upgrades that the economic operator will be able to offer to the contracting authority.

Maximum number of points: 15 points – minimum threshold 50%

What type of bonuses can the tenderer offer in the scope of this contract? This can include discounts on market prices due to agreements with airlines, as well as free upgrades, free access to lounges, corporate frequent flyer card for the contracting authority, etc...

Annex 6 – technical tender

Award criterion n°4: Social and economic conditions

This criterion will allow assessing the social and economic conditions which the tenderer will provide to its staff providing travel services in order to ensure staff loyalty and motivation.

Tenderers will describe any benefits and incentives granted to the staff that will be deployed under this contract, such as financial incentives, bonuses, allowances, promotion, training, medical coverage and any other initiatives designed to motivate the staff and encourage their loyalty to the tenderer.

Maximum number of points: 15 points – minimum threshold 50%

Sub-criteria:

1. Explain the career structure in place, and mention the career opportunities in place for staff providing travel services. Explain how the staff will be kept informed and consulted on professional matters and matters concerning their rights and entitlements. (4 points)
2. Substantiate the reward structure in place which promotes staff motivation and job satisfaction. (4 points)
3. Elaborate on the health and safety policy and procedures applied to the staff providing travel services. (3 points)
4. Portray all incentives and benefits not covered above which will apply to the staff providing travel services to be deployed, for example:
 - Competitive monthly financial remuneration for the staff, expressed as a percentage paid above the legal minimum wage;
 - Enrolment in a social security fund/system which goes beyond the local legal minimum requirements;
 - Enrolment in a health care insurance which goes beyond the local legal minimum requirements;
 - Paid annual leave days which goes beyond the local legal minimum entitlements;
 - Any other benefits which are not legally compulsory. (4 points)

Annex 7 – technical tender

Award criterion n°5: Social measures

This criterion will allow assessing how the tenderer contributes to support the integration of people with disabilities and disadvantaged people under this contract.

Maximum number of points: 10 points – NO minimum threshold

The tenderer will describe the policy and which measures are implemented to support the integration of people with disabilities and disadvantaged people in the team of staff under this contract.

Annex 8 – Penalties

In accordance with point 1.7 of the tender specifications, flat-rate penalties apply for imperfect performance attributable to the travel agency when providing the services requested by the Contracting Authority. Management and application of such penalties and notably related checks are the responsibility of the Contracting Authority.

1. Response times

1.1 E-mail

1.1.1 Amount of penalty if the waiting time is more than 24 hours from the time at which the e-mail was sent by the contracting authority: ETB 150.00.

1.1.2. Each successive waiting period of 24 hours will trigger an ETB 300.00 penalty, to be applied cumulatively.

1.1.3. In the case of "OK for issuing" and cancellation requests, a penalty added to those referred to in points 1.1.1 and 1.1.2 will also be due if an e-mail sent to the travel agency before 12 am is not answered on the same day. This penalty will be equal to the possible extra cost of the ticket.

1.1.4. Only e-mails relating to arrangements for mission travel are referred to here.

1.2 Prices

If a ticket is unjustifiably issued at a price other than the most economical fare available at the time of reservation, and without justification, a penalty will be imposed which is equal to twice the difference in price between the ticket issued and the most economical fare available at the time of reservation.

2. Failure to issue tickets/ tickets issued too late to be of use

2.1. If the travel agency fails to issue a ticket which has been duly confirmed by the contracting authority or to issue a ticket in time for it to be used, or makes any error in issuing the ticket by comparison with the confirmed reservation, it will be liable for the full costs incurred by the contracting authority to ensure that the mission is successfully carried through (this includes unlimited costs in respect of transport etc.).

2.2. In cases where the travel agency fails to issue a ticket which has been duly confirmed by the contracting authority, or to issue a ticket in time for it to be used, or makes any error in issuing the ticket by comparison with the confirmed reservation, resulting in the cancellation of a mission/trip, a fine of ETB 4 500.00 will be imposed on the agency on top of any expenditure already incurred in organising the mission/trip.

Annex A – Financial tender**Unit price schedule in ETB**

Item	Description	Type of unit	Unit price in ETB
A	<i>Service fee for ticketing domestic flights in economy class</i>	<i>one booking</i>	<i>[please fill in]</i>
A1	<i>Service fee for ticketing domestic flights in business class</i>	<i>one booking</i>	
B	<i>Service fee for ticketing international flights in economy class</i>	<i>one booking</i>	
B1	<i>Service fee for ticketing international flights in business class</i>	<i>one booking</i>	
C	<i>Additional fee for the hotline service 24/7 for urgent requests</i>	<i>one urgent request</i>	
D	<i>Reimbursable expenses up to a total amount of ETB 16 012 070,00</i>	<i>Lump Sum</i>	<i>ETB 16,313,871</i>

When filling in this table, tenderers shall fill in the unit prices for each item and will not modify, add or subtract any item. Failing this, their tender will be eliminated.

Name of tenderer:

Name of the legal representative of the tenderer:

Date:

Signature:

NOTE: For joint tenders, this annex has to be signed by each member unless the leader is duly authorised to sign on behalf of each member by a power of attorney annexed to the tender.

Name of tenderer:

Name of the legal representative of the tenderer:

Date:

Signature:

Annex B – Financial tender**Price scenario over the duration of the contract in ETB**

Item	Description	Type of unit	Estimated number of units over the maximum duration of the contract	Unit price in ETB	Total price in ETB
1	2	3	4	5	6 = 4 x 5
A	Service fee for ticketing domestic flights in economy class	one booking	20	[please fill in]	[please fill in]
A1	Service fee for ticketing domestic flights in business class	One booking	20		
B	Service fee for ticketing international flights in economy class	one booking	464		
B1	Service fee for ticketing international flights in business class	one booking	152		
C	Additional fee for the hotline service 24/7 for urgent requests	one urgent request	15		
D	Reimbursable expenses	Lump Sum	N/A	N/A	ETB 16,313,871 ¹
TOTAL					

When filling in this table, tenderers shall fill in in column 5 the same unit prices as tendered for in Annex A – financial tender. Tenderers will carefully calculate the total in column 6.

¹ This value must **not be modified** by the tenderers. Please see point 6.2 of the tender specifications for further explanations

They will do so for each item, they will not add, suppress or modify any item. Failing this, their tender will be eliminated.

Name of tenderer:

Name of the legal representative of the tenderer:

Date:

Signature:

NOTE: For joint tenders, this annex has to be signed by each member unless the leader is duly authorised to sign on behalf of each member by a power of attorney annexed to the tender.