

AFRICAN UNION

الاتحاد الأفريقي



UNION AFRICAINE

UNIÃO AFRICANA

AFRICAN COURT ON HUMAN AND PEOPLES' RIGHTS

COUR AFRICAINE DES DROITS DE L'HOMME ET DES PEUPLES

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***AFRICAN COURT ON HUMAN AND PEOPLES'
RIGHTS***

AND

**THE AFRICAN UNION ADVISORY BOARD ON
CORRUPTION**

REQUEST FOR PROPOSAL

**FOR THE PROVISION OF TRAVEL AGENCY
SERVICE**

Procurement Number: AfCHPR/PTS/2018/18

January 2018

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Invitation for Bids

PROVISION OF TRAVEL AGENCY SERVICE TO THE AFRICAN COURT ON HUMAN AND PEOPLES' RIGHTS

Procurement Number: AfCHPR/PTS/2018/18

The African Court on Human and Peoples' Rights (AfCHPR) whose headquarters is located in Arusha, Tanzania is an Organ of the African Union. In its effort to carry out its mandate, the Court would like to procure Travel Agency Service.

African Court now invites proposals from eligible bidders/ Travel Agents to provide Travel agency Services. **More details on the services are provided in the attached Terms of Reference.**

The financial and technical offers must be delivered in two separate inner envelopes to the address below on or before 17:00hrs on 19th March 2018 **Hour's local time. Envelopes should be clearly marked with the Title of the procurement and procurement number.**

African Court shall sign a framework agreement for TWO year with a successful bidder with a possibility of extension subject to satisfactory performance.

Bidders are required to provide, but not limited to the following:

- **Valid registration documents,**
- **Audited financial statements**
- **Latest Tax Clearance Certificate.**
- **Submission of a technical and financial proposal in the format provided in the bid document. (Technical and financial offers must be in two separate sealed envelopes)**
- **Where bidders are bidding as a joint venture, a joint venture agreement or Memorandum of understanding is required. It should be clearly indicated who the lead bidder is.**

Bids shall be valid for a period of 90 days. Bid opening will be 23rd March 2018 at 14:00hrs local time in the presence of bidders or bidders' representatives who will choose to attend, at African Court offices situated at

TANAPA, Mwalimu Julius Nyerere Conservancy Centre, Phase II, Dodoma Road; **Late bids will be rejected and returned unopened to bidders.**

A firm will be selected under *Quality and cost Based Selection Method* and procedures described in this RFP.

The RFP includes the following documents:

- Section 1 - Letter of Invitation
- Section 2 - Information to Bidders
- Section 3 – Data Sheet
- Section 4 - Technical Proposal - Standard Forms
- Section 5 - Financial Proposal – Standard Forms
- Section 6- Terms of Reference, Deliverables and Time Frame

The bid is open to all eligible firms from AU/UN affiliated countries.

Yours sincerely,


Dr Robert Eno
Registrar
African Court on Human and Peoples Rights



Bid submission check list for Bidders

No	Description	tick
1	Duly filled Technical Proposal in format under section 4 and guidelines in section 6 on Terms of Reference	
2	Duly filled Financial Proposal in format under section 5 and guidelines in section 6 on Terms of reference	
3	Read and understood the Terms of Reference (section 6) and Bid data under Section 3	
4	Bid validity (90 days)	
5	Attached relevant documents	
	I. Certificate of incorporation	
	II. Valid trading license	
	III. VAT Registration certificate (If Applicable)	
	IV. Financial statements (last three years)	
	V. IATA Certification	
	Any other Relevant documentation	
5	Submitted ONE original and THREE copies of each Offer in separate envelopes, (please Note that the technical and Financial Proposal should be in separate envelopes)	

SECTION 2

Information to Bidders

- 1. Introduction**
- 1.1 The Client named in the Data Sheet will select a firm in accordance with the method of selection specified in the Data Sheet.
 - 1.2 The bidders are invited to submit a Technical and a financial proposal for the services listed in the Data Sheet. The bids will be the basis for contract negotiations and ultimately for a signed contract with the selected firm.
 - 1.4 The bidders must familiarize themselves with local conditions and take them into account in preparing their bid. To obtain firsthand information about the service and on the local conditions, bidders are encouraged to visit the Client before submitting a bid and to attend a pre-bid conference if one is specified in the Data Sheet. Attending any specified pre-bid conference is optional. The bidders' representative should contact the officials named in the Data Sheet to arrange for their visit or to obtain additional information on any pre-bid conference. Bidders should ensure that these officials are advised of the visit in adequate time to allow them to make appropriate arrangements.
 - 1.5 Note that: (i) the costs of preparing the bid and of negotiating the contract, including a visit to the Client, are not reimbursable as a direct cost of the service; and (ii) the Client is not bound to accept any of the bids submitted.
 - 1.6 Bidders are required to provide professional, objective, and impartial advice, and at all times hold the Client's interests paramount, without any consideration for future work, and strictly avoid conflicts with other services or their own corporate interests. Bidders shall not compete for any service that would be in conflict with their prior or current obligations to other clients, or that may place them in a position of not being able to carry out the service in the best interests of the Client.
 - 1.7 Bidders are expected observe the highest standard of ethics during the procurement and execution of such contracts.¹ In pursuance of this policy *African Court*

¹ *In this context, any action taken by a bidder, supplier, contractor, sub-contractor or consultant to influence the procurement process or contract execution for undue advantage is improper.*

- (a) defines, for the purposes of this provision, the terms set forth below as follows:
 - (i) “corrupt practice”² is the offering, giving, receiving or soliciting, directly or indirectly, of anything of value to influence improperly the actions of another party;
 - (ii) “fraudulent practice”³ is any act or omission including a misrepresentation that knowingly or recklessly misleads, or attempts to mislead, a party to obtain a financial or other benefit or to avoid an obligation;
 - (iii) “collusive practice”⁴ is an arrangement between two or more parties designed to achieve an improper purpose, including to influence improperly the actions of another party;
 - (iv) “coercive practice”⁵ is impairing or harming or threatening to impair or harm, directly or indirectly, any party or the property of the party to influence improperly the actions of a party;
 - (v) “obstructive practice” is deliberately destroying, falsifying, altering or concealing of evidence material to any investigation or making false statements to investigators in order to materially impede any investigation into allegations of a corrupt, fraudulent, coercive or collusive practice; and/or threatening, harassing or intimidating any party to prevent it from disclosing its knowledge of matters relevant to the investigation or from pursuing the investigation;
- (b) will reject a recommendation for award of contract if it determines that the bidder recommended for award has, directly or through an agent, engaged in corrupt, fraudulent, collusive, coercive or

obstructive practices in competing for the contract in question;

- (c) will declare a firm ineligible, either indefinitely or for a stated period of time, to be awarded an African Union financed contract if it at any time determines that the firm has, directly or through an agent, engaged in corrupt, fraudulent, collusive, coercive or obstructive practices in competing for, or in executing, an African Union financed contract.

1.8 Bidders shall not be under a declaration of ineligibility for corrupt, fraudulent, collusive, coercive or obstructive practices issued by the client in accordance with the above sub-paragraph 1.7

1.9 Bidders shall furnish information as described in the Financial Bid submission form (Section 5A) on commissions and gratuities, if any, paid or to be paid to agents relating to this bid, and to execute the work if the firm is awarded the contract.

2. Clarification and Amendment of RFP Documents

2.1 Bidders may request a clarification of any of the RFP documents up to the number of days indicated in the Data Sheet before the bid submission date. Any request for clarification must be sent in writing by mail, facsimile, or electronic mail to the Client's address indicated in the Data Sheet. The Client will respond by facsimile, courier or electronic mail to such requests.

2.2 At any time before the submission of bids, the Client may, for any reason, whether at its own initiative or in

² "Another party" refers to an officer of the client acting in relation to the procurement process or contract execution. In this context, "officer of the client" includes staff and employees of other organizations taking or reviewing procurement decisions.

³ a "party" refers to any officer of the client; the terms "benefit" and "obligation" relate to the procurement process or contract execution; and the "act or omission" is intended to influence the procurement process or contract execution.

⁴ "Parties" refers to any participants in the procurement process (including officers of the client) attempting to establish bid prices at artificial, non competitive levels.

⁵ a "party" refers to any participant in the procurement process or contract execution.

response to a clarification requested by an invited firm, amend the RFP. Any amendment shall be issued in writing through addenda. Addenda shall be sent by mail, facsimile, or electronic mail to all invited bidders and will be binding. The Client may at its discretion extend the deadline for the submission of bids.

- 3. Preparation of Bid** 3.1 Bidders are requested to submit a bid (paragraph 1.2) written in the language(s) specified in the Data Sheet.

Technical Bid 3.2 In preparing the Technical Bid, bidders are expected to examine the documents constituting this RFP in detail. Material deficiencies in providing the information requested may result in rejection of a bid.

- 3.3 While preparing the Technical Bid, bidders must give particular attention to the following:

(i) If a bidder considers that it does not have all the expertise for the service, it may obtain a full range of expertise by associating with individual bidder(s) and/or other bidders or entities in a joint venture, as appropriate. Bidders may associate with the other bidders invited for this service only with approval of the Client as indicated in the Data Sheet. Bidders must obtain the approval of the Client to enter into a joint venture with bidders not invited for this service. The bidders are encouraged to seek the participation of local bidders by entering into a joint venture with, or subcontracting part of the service to bidders who are Nationals of African Union Member States.

(ii) Reports to be issued by the bidders as part of this service must be in the language(s) specified in the Data Sheet.

- 3.4 The Technical Bid shall provide the following information using the Standard Forms attached in Section 4:

(i) A brief description of the firm's organization and an outline of recent experience on services

(Section 4B) of a similar nature. For each service, the outline should indicate, inter-alia, the, duration of the service, contract amount, and the firm's involvement.

- (ii) Any comments or suggestions on the Terms of Reference and on the data, a list of services, and facilities to be provided by the Client (Section 4C).
- (iii) A description of the methodology and work plan for performing the service (Section 4D).
- (iv) A detailed description of the proposed methodology, staffing, and monitoring of performance.
- (v) Any additional information requested in the Data Sheet.

3.5 The Technical Bid shall not include any financial information.

Financial Bid 3.6 In preparing the Financial Bid, bidders are expected to take into account the requirements and conditions outlined in the RFP documents. The Financial Bid should follow the Standard Forms in Section 5.

3.7 The Financial Bid shall include all the costs the bidder incurs to provide the services, but shall exclude all local taxes levied within African Union Member States on the invoice issued by the bidder (such as local sales tax, services tax or withholding tax).

3.8 Bidders may express the price of their services in United States Dollar (USD), or in TZS.

3.9 Commissions and gratuities, if any, paid or to be paid by bidders and related to the service will be listed in the Financial Bid submission form (Section 5A).

3.10 The Data Sheet indicates how long the bids must remain valid after the submission date. During this period, the bidder is expected to keep available the professional staff

proposed for the service. The Client will make its best effort to complete negotiations within this period. If the Client wishes to extend the validity period of the bids, the bidders who do not agree have the right not to extend the validity of their bids.

**4. Submission,
Receipt, and
Opening of
Bids**

- 4.1 The original bid (Technical Bid and Financial Bid; see paragraph 1.2) shall be prepared in indelible ink. It shall contain no interlineations or overwriting, except as necessary to correct errors made by the firm itself. Any such corrections must be initialed by the persons or person signing the bid.
- 4.2 An authorized representative of the firm should put initials on all pages of the bid. The representative's authorization must be confirmed by a written power of attorney accompanying the bid.
- 4.3 For each bid, the bidders shall prepare the number of copies indicated in the Data Sheet. Each Technical Bid and Financial Bid shall be marked "Original" or "Copy" as appropriate. If there are any discrepancies between the original and the copies of the bid, the original will govern.
- 4.4 The original and all copies of the Technical Bid shall be placed in a sealed envelope clearly marked "Technical Bid," and the original and all copies of the Financial Bid in a sealed envelope clearly marked "Financial Bid." Both envelopes shall be placed into an outer envelope and sealed. This outer envelope shall bear the submission address and other information indicated in the Data Sheet and be clearly marked, "Do Not Open, Except in Presence of the Tender Opening Committee."
- 4.5 The completed Technical and Financial Bids must be delivered at the submission address on or before the time and date stated in the Data Sheet. Any bid received after the closing time for submission of bids shall be returned unopened.

- 4.6 After the deadline for submission of bids, the Technical Bid shall be opened immediately by the Bid Opening Committee.
- 4.7 The Firm may withdraw its Bid after the Bid's submission, provided that the written notice of the withdrawal is received by the Client prior to the deadline prescribed for submission of Bids. The Firms' withdrawal notice shall be prepared, sealed, marked, and dispatched, or may also be sent by telex or fax but followed by a signed confirmation copy. No Bid may be modified subsequent to the deadline for submission of bids. No Bid may be withdrawn in the Interval between the deadline for submission of bids and the expiration of the period of bid validity specified by the firm on the Bid Submission Form.

5. Bid Evaluation

General

- 5.1 From the time the bids are opened to the time the contract is awarded, if any bidder wishes to contact the Client on any matter related to its bid, it should do so in writing at the address indicated on the Data Sheet. Any effort by the firm to influence the Client in bid evaluation, bid comparison or contract award decisions may result in the rejection of the bidder's proposals.

Evaluation of Technical Bids

- 5.2 The evaluation committee appointed by the Client, as a whole, and each of its members individually, will evaluate the bids on the basis of their responsiveness to the Terms of Reference, applying the evaluation criteria, sub-criteria (typically not more than three per criteria), and point system specified in the Data Sheet. Each responsive bid will be given a Technical Score (St). A bid shall be rejected if it does not respond to important aspects of the Terms of Reference or if it fails to achieve the minimum technical score indicated in the Data Sheet.
- 5.3 In the case of Least Cost Selection, Selection Based on Bidder's Qualifications, and Competitive bid is considered after pass technical evaluation, the highest ranked firm in term of competitiveness, is invited to negotiate a contract on the basis of the Technical Bid and

the Financial Bid submitted in accordance with the instructions given in paragraph 1.2 and the Data Sheet.

**Evaluation of
Financial
Bids: (Least
Cost Selection
Method Only)**

5.4 The evaluation committee will determine whether the Financial Bids are complete (i.e., whether they have provided prices for all services on the corresponding Technical Bids; if not, the Client will add their cost to the initial price) and correct any computational errors. The evaluation shall exclude those taxes, duties, fees, levies, and other charges imposed that are subject to the African Union exemption on the payment of taxes and duties as per paragraph 3.7.

5.5 In case of Least Cost Selection, the lowest priced Financial Bid (F_m) will be given a financial score (S_f) out of 100 points. The financial scores (S_f) of the other Financial Bids will be computed as indicated in the Data Sheet. Bids will be ranked according to their combined technical (S_t) and financial (S_f) scores using the weights (T = the weighting for the Technical Bid; P = the weighting for the Financial Bid as indicated in the Data Sheet. $T + P = 1$); The firm achieving the highest combined technical and financial score using the formula: `

$$S = S_t \times T\% + S_f \times P\%$$

Will be invited for negotiations and Contract award

- 6. Negotiations**
- 6.1 Negotiations will be held at the address indicated on the Data Sheet. The aim is to reach agreement on all points and sign a contract.
- 6.2 Negotiations will include a discussion of the Technical Bid, the proposed methodology (work-plan), staffing, and any suggestions made by the firm to improve the

Terms of Reference. The Client and firm will then agree on the final Terms of Reference, staffing, and bar charts indicating activities, staff, , and reporting. The agreed work plan and final Terms of Reference will then be incorporated in the "Description of Services" and form part of the contract. Special attention will be paid to getting the most the firm can offer within the agreed prices and to clearly defining the inputs required from the Client to ensure satisfactory implementation of the service.

6.3 Financial negotiations will reflect agreed technical modifications in the cost of the services, and will include a clarification of the firm's tax liability (if any) in the Country specified for performance of the Services, and the manner in which it will be reflected in the contract. The financial negotiations will not normally involve either the remuneration rates for staff (no breakdown of fees), or other proposed unit rates under Least Cost Selection

6.4 The negotiations will conclude with a review of the draft form of the contract. On completion of negotiations, the Client and the firm will sign the agreed contract. If negotiations fail, the Client will invite the firm whose bid received the second highest score to negotiate a Contract.

7. Award of Contract

7.1 The contract will be awarded following negotiations. After negotiations are completed, the Client will promptly notify other bidders on the shortlist that they were unsuccessful and return the unopened Financial Bids of those bidders who did not pass the technical evaluation (paragraph 5.3).

7.2 The firm is expected to commence the service on the date and at the location specified on the Data Sheet.

8. Confidentiality

8.1 Information relating to the evaluation of bids and recommendations concerning awards shall not be disclosed to the bidders who submitted the bids or to other persons not officially concerned with the process, until the winning firm has been notified that it has been awarded the contract.

Section 3 - Data Sheet

ITB Clause Reference

- ITB Clause 1.1 The name of the Client is *African Court on Human and Peoples' Rights*
The method of selection is **Least Cost Selection Method**
- ITB Clause 1.2 Technical and Financial Bids are requested.
The name, and Procurement Number of the service are:
AFCHPR/PTS.2018/18, Provision of Travel agency services
AFRICAN COURT ON HUMAN AND PEOPLES'S RIGHTS
- ITB Clause 2.1 Clarifications may be requested up to 7 days before the submission date.

The address for requesting clarifications is:
Procurement@african-court.org
- ITB Clause 3.1 Bids should be submitted in the English language.
- ITB Clause 3.3(ii) Reports that are required under the service shall be submitted in the English language.
- ITB Clause 3.4(v) Additional information required in the Technical Bid is: Refer to Terms of Reference under Section 6.
- ITB Clause 3.10 Bids must remain valid for 90 days after the submission date.
- ITB Clause 4.3 Bidders must submit **ONE** original and **TWO** copies of each bid.

ITB Clause 4.4 The address for submission of bids is:

The African Court offices situated at TANAPA, Mwalimu Julius Nyerere Conservancy Centre, Phase II, Dodoma Road.

ITB Clause 4.5 Bids must be submitted no later than 17:00hrs on 13th March 2018 Hour's local time. **local time.**

ITB Clause 5 The address for communications to the Client is:
The African Court offices situated at TANAPA, Mwalimu Julius Nyerere Conservancy Centre, Phase II, Dodoma Road.

Email: procurement@african-court.org

The focal point is Mr. Alex Mollel, Procurement, Travel and Stores Officer.

ITB Clause 5.3 The number of points to be given under each of the technical evaluation criteria are:

		<u>Points</u>
(i)	Specific experience of the consultants related to the assignment	[25]
	Relevant experience (more than 5 Years)	10
	Is the bidder member of IATA	5
	Servicing at least 2 or more international organization	5
	Systems in use: Amadeus and MIS reporting tool	5
(ii)	Submission content/Proposed approach or methodology	[25]
	Adequacy of the proposed work plan and methodology in responding to the Terms of Reference	10
	Presentation of submitted documents	5
	Compliance with prescribed instruction as per RFP	10
(iii)	Qualifications and competence of the key staff for the Assignment	[20]
	Qualified senior travel officer with >10 years of experience	10
	Qualification and experience of operation staffs 5/+ years' experience	10
(iv)	Site Assessment	[30]
	Total Points:	100

The number of points to be given under each evaluation sub-criteria for qualifications of staff under (iii) above are:

The minimum technical score required to pass is 70 points.

ITB Clause 5.4 The single currency for price submission is *USD or TZS*

The date of exchange rates is the applicable rate at the time of the service delivery, accessible through the respective Airline Reservation System in use.

ITB Clause 6.1 Negotiations will be held at The African Court offices situated at TANAPA, Mwalimu Julius Nyerere Conservancy Centre, Phase II, Dodoma Road.

ITB Clause 7.2 The service is expected to commence: *1st May 2018*

SECTION 4.

Technical Proposal - Standard Forms

- 4A. Technical Proposal submission form.
- 4B. Firm's references.
- 4C. Comments and suggestions of bidders on the Terms of Reference and on data, services, and facilities to be provided by the Client.
- 4D. Description of the methodology and work plan for performing the assignment.
- 4E. Team composition and task assignments.
- 4F. Format of curriculum vitae (CV) for proposed professional staff.

4A. TECHNICAL PROPOSAL SUBMISSION FORM

{Location, Date}

To: {Name and address of Client}

Sir / Madam:

We, the undersigned, offer to provide the services for {Title of services and Procurement Number} in accordance with your Request for Proposals dated {Date} and our Proposal. We are hereby submitting our Proposal, which includes this Technical Proposal, and a Financial⁶ Proposal sealed under a separate envelope.

We declare that we have no conflict of interest as defined by Section 1.7 of the Information to Consultants in relationship to performance of this assignment.

If negotiations are held during the period of validity of the Proposal, i.e., before {Date} we undertake to negotiate on the basis of the proposed staff. Our Proposal is binding upon us and subject to the modifications resulting from Contract negotiations.

We understand you are not bound to accept any Proposal you receive.

We remain,

Yours sincerely,

Authorised Signature:
Name and Title of Signatory:
Name of Firm:
Address:

⁶ In Quality-Based Selection, the proposal may include only a Technical Proposal. If this is the case, delete "and a Financial Proposal sealed under a separate envelope."



4B. FIRM'S REFERENCES**Relevant Services Carried Out in the Last Five Years
That Best Illustrate Qualifications**

Using the format below, provide information on each assignment for which your firm/entity, either individually as a corporate entity or as one of the major companies within an association, was legally contracted.

Assignment Name:		Country:
Location within Country:		Professional Staff Provided by Your Firm/Entity(profiles):
Name of Client:		No. of Staff:
Address:		No. of Staff-Months; Duration of Assignment:
Start Date (Month/Year):	Completion Date (Month/Year):	Approx. Value of Services (in Current US\$):
Name of Associated Consultants, If Any:		No. of Months of Professional Staff Provided by associated Consultants:
Name of Senior Staff (Project Director/Coordinator, Team Leader) Involved and Functions Performed:		
Narrative Description of Project:		
Description of Actual Services Provided by Your Staff:		

Firm's Name: _____

**4C. COMMENTS AND SUGGESTIONS OF CONSULTANTS ON THE TERMS OF
REFERENCE AND ON DATA, SERVICES, AND FACILITIES TO BE PROVIDED BY
THE CLIENT**

On the Terms of Reference:

- 1.
- 2.
- 3.
- 4.
- 5.

On the data, services, and facilities to be provided by the Client:

- 1.
- 2.
- 3.
- 4.



**4D. DESCRIPTION OF THE METHODOLOGY AND WORK PLAN FOR
PERFORMING THE ASSIGNMENT**

(REFER TO TERMS OF REFERENCE UNDER SECTION 6 FOR GUIDANCE)

4E. TEAM COMPOSITION AND TASK ASSIGNMENTS

1. Technical/Managerial Staff		
Name	Position	Task

2. Support Staff		
Name	Position	Task

4F. FORMAT OF CURRICULUM VITAE (CV) FOR PROPOSED PROFESSIONAL STAFF

Proposed Position: _____

Name of Firm: _____

Name of Staff: _____

Profession: _____

Date of Birth: _____

Years with Firm/Entity: _____ Nationality: _____

Membership in Professional Societies: _____

Detailed Tasks Assigned: _____

Key Qualifications:

{Give an outline of staff member's experience and training most pertinent to tasks on assignment. Describe degree of responsibility held by staff member on relevant previous assignments and give dates and locations. Use about half a page.}

Education:

{Summarize college/university and other specialized education of staff member, giving names of schools, dates attended, and degrees obtained. Use about one quarter of a page.}

Languages:

{For each language indicate proficiency: excellent, good, fair, or poor in speaking, reading, and writing.}

Employment Record:

{Starting with present position, list in reverse order every employment held. List all positions held by staff member since graduation, giving dates, names of employing organizations, titles of positions held, and locations of assignments. For experience in last ten years, also give types of activities performed and client references, where appropriate. Use about two pages.}

Certification:

I, the undersigned, certify that to the best of my knowledge and belief, these data correctly describe me, my qualifications, and my experience.

{Signature of staff member and authorized representative of the firm} Date: _____
Day/Month/Year

Full name of staff member: _____

Full name of authorized representative: _____



SECTION 5.

Financial Bid - Standard Forms

- 5A. Financial Bid submission form.
- 5B. Summary of costs.
- 5C. Breakdown of price per activity.

5A. FINANCIAL BID SUBMISSION FORM

{Date}

To: {Name and address of Client}

Sir / Madam:

We, the undersigned, offer to provide the services for {Title of services and Procurement Number} in accordance with your Request for Bids dated {Date} and our Bid (Technical and Financial Bid). Our attached Financial Bid is for {Amounts in words and figures}. These amounts are exclusive of the local taxes which shall be identified during negotiations and shall be added to the above amount if applicable.

Our Financial Bid shall be binding upon us subject to the modifications resulting from Contract negotiations, up to expiration of the validity period of the Bid, i.e., {Date}.

Commissions and gratuities, if any, paid or to be paid by us to agents relating to this Bid and Contract execution, if we are awarded the Contract, are listed below:

Name and Address of Agents	Amount and Currency	Purpose of Commission or Gratuity
_____	_____	_____
_____	_____	_____

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

Yours sincerely

Authorized Signature:
Name and Title of Signatory:
Name of Firm:
Address:

5C. BREAKDOWN OF PRICE PER ACTIVITY (IF APPLICABLE)

Activity No.: _____

Description: _____

Price Component	Currency(ies)	Amount(s)
Remuneration		
Reimbursable		
Miscellaneous Expenses		
Subtotal		_____



SECTION 6

Terms of Reference

Terms of Reference for provision of Travel Services for African Court on Human and Peoples' Rights

1. Qualification Instructions

1.1. Introduction

African Court on Human and Peoples' Rights would like to invite interested travel agencies who meet the set criteria as provided to perform the contract for provision of travel agency services.

1.2. Qualification Objective

The main objective is to offer travel reservation, ticketing, and related consultancy services as and when required during the contract period.

1.3 Qualification Document

This RFP document includes questionnaire forms and documents required from prospective travel agencies. In order to qualify, prospective agencies must submit all the information and documents requested herein.

1.4 Additional Information

The client reserves the right to request submission of additional information from prospective bidders. Documents that are not filled out completely and submitted in the prescribed manner will not be considered. All the documents that form part of the proposal must be written in English.

2. Minimum Qualification Criteria

2.1 IATA membership and affiliation to any Global Travel Management Company

2.2 Experience in managing corporate clients with an annual travel expenditure of US\$ 500,000 or more.

2.3 Capacity to provide implants which handle all air tickets and other travel / conferencing arrangements

2.4 Key Personnel/Consultants with IATA Diploma certificate and over 5years of experience

PRESENTATION OF PROPOSALS

The proposal is made up of the following sections:

1. Section II – Description of Services
2. Section III - Travel Agency Profile to be completed
3. Section IV - Technical Proposal which must be completed
4. Section V - Financial proposal to be completed
5. Section VI - Data Sheet
6. Section VII - Technical Proposal standard forms
7. Section VIII - Disclosure Form & Certification

SECTION II - TRAVEL SERVICES REQUIREMENTS

The Client's current Travel Policy requires the Agency in all cases to book the most direct and cost effective route and to research alternate itineraries (at least three options, if available) in order to provide the lowest fares on routings that minimize inconvenience to passengers. While a copy of the Travel Policy will be provided to the Travel Agent, it is to be understood that the travel policies embody the following basic principles which, however, are subject to subsequent revision:

1. Where available, use of the lowest applicable fare (including APEX fares) is the preference;
2. Full economy fares may be used if no appropriate reduced fares are available;
3. First Class Business Class travel or equivalent may be applicable only in situations as stipulated in the Client's Travel Policy;
4. The Agency must be able to administer corporate deals negotiated with operating airlines on behalf of the Client.

General



1. The Agency should provide travel services during the Client's working hours and working days. In addition, the Agency shall provide a contact person for emergency services after hours, as well as for services during weekends and official holidays where emergency travel service is required. One of the Agency's employees shall always be reachable by phone.
2. The official travel requirements shall be accorded the highest priority and, therefore, the Agency shall ensure that servicing private travel does not delay, impede or frustrate the Agency's timely and effective processing of the Client's official travel.

Reservation and ticketing

1. For every duly approved Travel request, the Agency shall immediately make bookings on the airlines operating the route and prepare appropriate itineraries and formal quotations based on the most direct and cost effective routing, on the appropriate designated travel class.
2. In the event that required itinerary cannot be confirmed, the Agency shall notify the Client of the problem and present alternative routings/quotations for consideration;
3. For wait-listed bookings, the Agency shall provide regular feedback on status of flight; however, tickets must never be issued with waitlisted sectors unless otherwise instructed by the Client.
4. The Agency shall promptly issue and deliver accurately printed tickets and detailed itineraries, (in printed and electronic format) showing the accurate status of the airline on all segments of the journey; and shall keep abreast of carrier schedule changes, as well as all other alterations and new conditions affecting travel and make appropriate adjustments for any changes in flight schedules prior to or during the traveler's official trip. When necessary, tickets and billings shall be modified or reissued to reflect these changes.
5. The Agency shall accurately advise the Client ticketing deadlines and other relevant information every time reservations are made, in order to avoid cancellations of bookings.



6. The Agency shall ensure that all travelers are aware of document requirements including visa, health and vaccination for their respective itineraries before departure;
7. Air tickets shall be issued only on approved ticket stock of the International Air Transportation Association (IATA) or ticket stock of recognized, reputable airlines as approved by the Client. However, exceptions should be considered in markets where only regional airlines are operating.
8. The Agency will also be responsible for administering Corporate Deals the Client may negotiate with airlines. In administering such corporate deals, The agency:
 - a. Shall ensure that all terms of the corporate deals are adhered to, with no exceptions;
 - b. Shall ensure that the terms of said deals are kept confidential;
 - c. Shall ensure that none of the benefits accorded to the Client are abused or misused, or applied to any other traveler than those sponsored by the Client

The Client reserves the right to hold the Agency accountable for any legal or financial consequences that may arise due to misuse of corporate deals entrusted to the Agency.

9. Agency shall only act on travel requests for official travel submitted by the responsible staff of the Client. The Administrative hierarchy for decision making will be advised to the Agency in writing prior to the effective date of this contract.
10. The Agency shall be given complete copies of the Client's travel policies and procedures and shall be fully familiar and in compliance with these policies and procedures for all official Travel;
11. Agency shall provide an information service to notify the Client and the traveler of such events as airport closures, canceled or delayed flights, strikes as well as of local political or safety conditions which may affect travel to any particular destination;
12. Agency shall indicate any special features, programs, or services that would be beneficial to the Client and its travelers (e.g. visa processing,

"Meet and greet", Lost baggage follow-up, insurance, preferred seating arrangements, Etc.).

Ticket Delivery

The Agency shall deliver tickets, based upon proper authority from the Client in case of official travel, itineraries, boarding passes (where available) and other travel documents as determined necessary by the Client. Tickets shall routinely be provided not earlier than one or two days in advance of travel unless required otherwise. The Agency shall deliver tickets to the traveler at the premises of the Client during business hours, except for tickets that need to be delivered in other countries to travelers on official travel, in which case the Agency shall use other facilities (email, fax, Etc.) to effect such deliveries. Furthermore, the Agency shall, as requested, provide emergency ticket delivery after hours at an appropriate airport or through one of its office or correspondent worldwide.

Refunds

1. The agency shall only invoice the Client for the value of tickets which have been used. Any tickets which are fully unused should not be invoiced. The applicable service fee and any airline refund penalty will be invoiced.
2. Refund status of partially used tickets shall be constantly monitored and reported to the Client. However, the reimbursement period of such refunds should not exceed one invoice cycle (one calendar month).

Service Standards

The Agency shall provide professional, polite, responsive and efficient service at all times to fulfill the Client's requirements. As a service objective, telephone calls and emails should be answered promptly.

Supplier Relations

1. The Agency shall not favor any particular carrier when making reservations.

2. The Agency shall maintain excellent relations with all carriers for the benefit of the Client.
3. The Agency shall undertake to provide contacts between the Client and hotels, car rental companies, and other service providers.

Private Travel

1. The Agency shall provide the Client's staff with any information on local and international travel, including lodging, resorts and clubs for holidays and other private travel, with all related services. Its personnel shall be trained to handle such private travel arrangements. However, the Agency shall always give priority to handling official travel over any private travel.
2. The Client does not guarantee the Agency any minimum level of private travel, or exclusivity in handling such private travel. In addition, the Client shall not be liable for any financial or non-financial obligations arising from staff or delegate personal travel.

Performance Evaluation and Review

1. The Agency shall meet periodically with the Client to discuss issues of mutual concern, to review the Agency's performance and to discuss improvements which the Agency or the Client should make in order to achieve more effective travel management and greater savings.
2. The Agency shall make the Client aware immediately of major industry changes, which have a broad impact on its travel policy or procedures.
3. The Client reserves the right to conduct unannounced performance audit at any given time. The Agency shall provide all required assistance to this end.

Quality Control

1. The Agency shall establish and operate to monitor on a regular and continual basis the quality of travel services provided to the Client. These procedures shall include a self-inspection system covering all the services to be performed under the Contract and shall include a method for monitoring, identifying and correcting deficiencies in the quality of service

furnished to the Client. The Client shall be notified of any deficiencies found and corrective actions taken; such actions shall be included in the Agency's narrative report required under Section "Service Standards" above.

2. The Agency shall ensure that the personnel assigned to handle the Client's travel arrangements shall have a strong ticketing and fare construction experience and shall constantly be trained to be kept up to date.


Personnel Requirements

1. The Agency shall assign adequate personnel to satisfactorily service the volume of work and to fulfill its obligations under the Contract with the Client. In general the Agency shall assign the relevant personnel according to their technical know-how and reliability.
2. The Agency shall assign a senior representative experienced in providing corporate travel services to oversee the travel management services provided to the Client and to ensure full compliance with all requirements of the Contract.

Duration

1. The Contract shall be valid for Two (2) years.
2. Notwithstanding the proceeding the above paragraph, the Client reserves the right to terminate the contract at any time as indicated on the General Conditions of Contract attached herein.

Reporting Requirements

1. The Agency shall provide the following standard reports to The Client:
 - a. Transactions per month containing names, sectors, date of issuance, class of travel, airline, and ticket amount of all tickets issued for The Client
 - b. Transaction per specific mission batch request containing names, sectors, date of issuance, class of travel, airline, and ticket amount
 - c. Usage status of ticket issued for The Client containing names, sectors, date of issuance, class of travel, airline, coupon status, and ticket amount
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- d. Monthly reports of outstanding refunds for The Client containing names, sectors, date of issuance, class of travel, airline, and refundable amount
2. In addition to the reports above, The Agency may be required to submit reports emphasizing aspect of travel components including but not limited to the following:
 - a. Class of travel
 - b. Specific origin/destination
 - c. Specific passengers
 - d. Specific dates
 - e. Specific airlines

The Agency will be expected to store information regarding the transactions of the Client in a manner that aids easy retrieval of customized reports upon request.

Technical Proposal

1. Please provide a copy of the registration documents of your company	
2. Please list the Industry awards your agency has received (year, name, purpose of the award)	

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3. Please explain the key performance indicators you use to manage similar contracts	
4. Please provide audited financial statements for the last 3 fiscal years	
5. Please provide a full organizational chart	
6. Please provide a listing of your workforce showing qualifications, experience in the industry, length of service with the agency, and gender.	
7. Please provide a listing of your top 5 clients in the last five years (name, turnover, major types of services rendered.)	
8. Please provide a statement on your present technological capabilities as well as your plans in this regard.	
9. Please provide a listing of your top 3 clients with whom you have an established contract. Please explain how long you have been working with them and what type of contract you have with them (commissions, management fee, transaction fee, Etc.). What is the transaction volume with each of the client? Please provide a sample copy of Service Level Agreement with any of your top 5 clients clearly indicating any proposed penalties for not meeting agreed service level targets.	

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10. Please provide a statement of relevant experiences to the type of contractual arrangement you are bidding for.	
11. Please provide information on your association with any other travel agencies/representatives.	
12. Would you envisage that any portion of this contract would be sub-contracted? What portion and why?	
13. Does your company have any pending or threatened litigation? If so please describe it.	
14. Please briefly explain if you are willing to provide the services listed in the "requirements" section of this RFP. Please briefly explain how you would provide those services (e.g. What standards would you be using? What procedures would you be following?)	
15. List the top six airlines you do most business with and the top four destinations you serve on those airlines. Please explain the factors that lead you to do this level of business with those airlines.	
16. Do you have an Account Manager for your existing contracts? If so, briefly describe the role, relationship	



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and reporting structure of the Account Manager as it pertains to this account.	
17. Briefly explain how you differentiate yourselves from your competition.	
18. Do you have any clients you are currently serving via on-line products? Please indicate if these products are internally developed, airline developed or third party developed.	
22. Please detail how your organization manages unused and non-refundable tickets. How do you help the client keep a record of such tickets?	

**SECTION V –
FINANCIAL PROPOSAL**

African Court on Human and Peoples' Rights will only accept transaction fee system (fee per ticket). Please quote for the following options:

1. Transaction fee

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- A. for First Class tickets
- B. for Business Class tickets
- C. for Economy class tickets

2. Please give your transfer charge structure using either or both of the following options:

- a. Cost per kilometer covered
- b. Cost broken down into zones/regions

3. Please include a list of other peripheral services and your proposed prices.

NB: All prices quoted should be exclusive of VAT.

Please also clearly indicate how you would treat any commissions received from the airlines when operating either under the management fee or transaction fee option. Also list all services that you are willing to provide to the client free of charge.

Yours sincerely,

Dr Robert Eno

Registrar

African Court on Human and Peoples Rights

