

TERMS OF REFERENCE

PROCUREMENT OF SERVICES OF AIRLINE TICKETING AGENCY FOR OFFICIAL INTERNATIONAL TRAVELS OF THE OFFICE OF THE SOLICITOR GENERAL NOT COVERED BY PS-DBM AIRLINE ROUTES

APPROVED BUDGET COST: PHP 1,500,000.00¹

No. of Tickets Required: Minimum of 28 tickets or more, until ABC is fully consumed, for Routes to The Hague, Netherlands; Paris, France; Turin, Italy; and Dubai, UAE.

I. PROJECT DETAILS/ BACKGROUND

Description

The OFFICE OF THE SOLICITOR GENERAL (OSG) shall hereafter be referred to as the "CLIENT" is seeking to procure the services of an airline-ticketing agency for official foreign travels of its employees that will provide a streamlined and more convenient reservation and confirmation of travel arrangements.

Background

The OSG is a national government agency that represents the Republic of the Philippines and its officials, in their official capacity, in litigations, proceedings, investigations and other matters requiring the services of a lawyer.

As the "law firm" of the Republic of the Philippines, it is imperative that its solicitors possess the necessary legal skills/knowledge and kept abreast of both local and international legal developments; hence, the need for continuous capacity building of its lawyers. The OSG is also the sole office mandated by law to represent the Republic in international courts or tribunals, which require the purchase of airline tickets for its representative(s) and/or delegation.

Following the initiative of the Department of Budget and Management (DBM) thru its PS-PhilGEPS under the Government Fares Agreement (GFA), the OSG also seeks to standardize booking procedures for its official international travels, not covered by PS-PhilGEPS airline suppliers and to be able to procure international tickets at its best rates, as provided under Appendix 28 of the 2016 Revised Implementing Rules and Regulations of Republic Act No. 9184 updated as of March 21, 2021.²

¹ Per Indicative Annual Procurement Plan (APP) FY 2023 prepared by Procurement Management Unit

² Guidelines for the Procurement of Goods and Services, Infrastructure Projects and Consulting Services to be Procured and Performed Overseas.

Objective

This Terms of Reference (TOR) aims to execute a service agreement with a ticketing service provider, herein referred to as the "AIRLINE TICKETING AGENCY" that can provide the best rates for international airline tickets, as well as to provide an efficient, reliable, and cost-effective travel services and access to airline reservations system. Towards this objective, the winning responsive bidder to execute a service agreement described in the preceding paragraph shall provide such necessary services.

Scope

This TOR covers the purchase of airline tickets for foreign travels to The Hague, Netherlands, Paris, France, Turin, Italy and Dubai, UAE, not covered by PS-PhilGEPS GFA³ for the budget year 2023. Other ticketing needs including assistance in visa processing and purchase of travel insurance are likewise covered by this TOR.

II. TERMS OF AGREEMENT

1. *Qualifications.* The AIRLINE TICKETING AGENCY shall have ALL the following basic qualifications:
 - a. Meet the standard Eligibility Requirements uploaded and maintained in PhilGEPS in current and updated file of Class "A" documents:
 - i. Legal Documents;
 - ii. Technical Documents (statement of the bidder of all its ongoing contracts, including awarded but not yet started, if any, in similar or not similar in nature and complexity of this service to be bid) or (Statement of the bidder's Single Largest Completed Contract (SLCC).
 - iii. Financial Documents: BIR-stamped' audited financial statements for the last three (3) years, NFCC.
 - b. Maintains facilities of on-line booking / airline reservations, international ticketing, and ticket printing facilities.
 - c. Maintains a good track record in serving other international and/or national companies or other government agencies.
2. AIRLINE TICKETING AGENCY services shall be available to "CLIENT" in the day the "AIRLINE TICKETING AGENCY" has received a Notice to Proceed (NTP) from the Office of the Solicitor General (OSG).

³ As provided in the Indicative APP FY 2023, which routes are not serviced by PAL and CebPac.

3. *Where Services are to be Performed.* The AIRLINE TICKETING AGENCY's services shall be performed at its principal office or any branch with the equipment and resources needed for the airline reservation system, and must be able to send the ticket to the "CLIENT" either *via* electronic mail (for electronic ticket) or personal delivery (for hard copy of ticket) at its office address: 134 Amorsolo St., Legaspi Village, Makati City 1229, whichever is most appropriate and necessary.
4. *Services to be Performed.* The "AIRLINE TICKETING AGENCY" shall have the following specific functions:
 - a. Provide expeditiously information and reservation, on most competitive travel itinerary for international routes, at the least cost fare structure on air transportation.
 - b. Issue and deliver tickets (e-tickets and paper tickets) in a timely manner (which may include the reservation of seats as well as online group/individual check-in of passengers). Any promotional or seasonal sale offering special discounts given by the Airline Company should be disseminated to the "CLIENT" by the AIRLINE TICKETING AGENCY.
 - c. Negotiate group fares with airline company for a group of 10 or more travelers. If possible, i.e., where the "CLIENT" meets all the minimum requirements, the "AIRLINE TICKETING AGENCY" shall assist the "CLIENT" to have corporate agreements with all major airlines.
 - d. Provide updated & regular information on country visa requirements, health protocols, immigration clearance, foreign exchange control regulations and other government restrictions to the "CLIENT".
 - e. Provide assistance for the application and issuance of visas and purchase of travel insurance for the "CLIENT", the visa fees and travel insurance to be shouldered by the "CLIENT"/employee of the "CLIENT". Arrange the Prepaid Ticket Advice for incoming travelers, as well as travel tax exemption certifications when requested by the "CLIENT".
 - f. Reconfirmation and revalidation of airline tickets, re-issue tickets which are returned as a result of changed routing or fare structures and provide printed and *via* email itineraries showing complete information on status of reservations on all carriers and/or hotels.
 - g. Notify travelers of airport check-in time, known cancellations or delayed flights or voyages. As well as facilitate online group/individual check-in. Also notify travelers about e-check-in facilities with different airlines. Process requested changes due to cancellation of reservations, re-issue and replace lost/stolen ticket and process expeditiously refunds on unutilized portion of tickets.

- h. Provide invoices, monthly statement of account for payment due date of used tickets. For cancelled tickets, invoice of cancellation charges.
5. *Nature of Relationship.* Nothing herein shall be construed to create an employer-employee relationship between the "CLIENT" and the "AIRLINE TICKETING AGENCY". The AIRLINE TICKETING AGENCY shall neither enter into any agreement or incur any obligations on the "CLIENT"'s behalf, nor commit in any manner without the "CLIENT"'s prior written approval.
6. *Warranties of AIRLINE TICKETING AGENCY.* The "AIRLINE TICKETING AGENCY" warrants that it shall:
 - a. conform strictly with all the conditions set forth in this Terms of Reference;
 - b. secure and maintain, at their own expense, all registration, licenses and/or permits required by law;
 - c. comply with legal requirements; as well as rules, regulations and directives of regulatory authorities; and
 - d. coordinate only with authorized or designated personnel in the performance of their duties.
7. *Confidentiality.* The "AIRLINE TICKETING AGENCY" shall not use (except for "CLIENT"'s benefit) or divulge to anyone – either during the term of this Agreement or thereafter – any of the "CLIENT"'s trade secrets, proprietary information, or other proprietary data or information of any kind whatsoever acquired by the "AIRLINE TICKETING AGENCY" in carrying out the terms of this agreement. In this regard, the "AIRLINE TICKETING AGENCY" shall:
 - a. be required to sign a non-disclosure agreement (NDA);
 - b. warrant, represent and undertake reliability of the services required;
 - c. agree to hold the propriety information in strict confidence;
 - d. agree not to reproduce, transcribe or disclose the proprietary information to third parties without prior written approval from the "CLIENT"; and,
 - e. uphold strict confidentiality of any and all information that will come to AIRLINE TICKETING AGENCY'S knowledge.
8. *Termination.* Either party may terminate this Agreement in the case of material default hereunder by the other party which remains uncured after 15 days prior notice. Any termination shall be effective in the manner and upon the date specified in the said notice and shall be without prejudice to any claims that either party may have against the other. The "CLIENT"'s sole obligation in the event of such termination shall be to reimburse the "AIRLINE TICKETING AGENCY" for services actually performed up to the effective date of termination. In case of fault of the "AIRLINE TICKETING AGENCY", there shall be no reimbursement.


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9. *Liquidated Damages for Delay.* If the "AIRLINE TICKETING AGENCY" fails to deliver any or all of the services within the period(s) specified by "CLIENT", as time is of the essence in any airline ticket procurement, "CLIENT" shall, without prejudice to its other remedies under the Contract and under the applicable law, deduct from the payment, as actual damages, a sum equivalent to the actual ticket price spent by "CLIENT" to meet the airline ticket need for the given period.
10. *Schedule of Payments.* The "AIRLINE TICKETING AGENCY" shall be paid within thirty (30) days from the end of each month when a sales invoice is issued, and shall charge not more than the following service fees per issued air ticket:

▪ Booking of Regional and International Flight ▪ Rebooking	USD 30 USD 30 + Rebooking Fee of the Airline Subject to applicable taxes
▪ Cancellation ▪ Refund ▪ Offline Re-issuance	USD 200 for the cancellation, though this heavily depends on the Airline
After Hours Service	No extra charge, included in their services once availed

11. *Dispute Resolution Clause.* Any dispute arising from this Contract shall be submitted to mutual consultation, mediation, and arbitration, in the order of application.
12. *Term of Contract.* This Agreement is for a term of one (1) year from receipt of the "AIRLINE TICKETING AGENCY" of the Notice to Proceed (NTP), however, if a balance of the ABC remains at the end of the one (1) year term, this Agreement shall extended until six (6) months or earlier, until the ABC has been fully consumed.

TECHNICAL WORKING GROUP FOR AIRLINE TICKETS:


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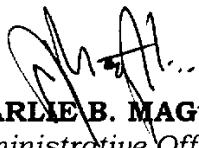
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