

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: ₱3,000,000.00 for Routes to the United States of America and Europe. Minimum of 34 tickets or until ABC is fully consumed.

I. PROJECT DETAILS/ BACKGROUND

Description

The OFFICE OF THE SOLICITOR GENERAL (OSG) seeks 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 Solicitors possess legal skills and knowledge necessary to keep them abreast of both local and international legal developments. Thus, in the fulfillment of its mandate, the OSG requires the purchase of airline tickets for its Solicitors, representative(s) and/or delegation.

Following the initiative of the Department of Budget and Management (DBM) through its PS-PhilGEPS under the Government Fares Agreement (GFA), the OSG also seeks to: (1) standardize booking procedures for its official international travels, not covered by PS-PhilGEPS airline suppliers; and (2) 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, 2021.¹

Objective

The Terms of Reference (TOR) aim to execute an Agreement with a ticketing service provider, herein referred to as the "AIRLINE TICKETING AGENCY". The AIRLINE TICKETING AGENCY shall provide the best rates for international airline tickets, as well as render efficient, reliable, and cost-effective travel services and access to airline reservations system. Towards this objective, the winning responsive bidder shall execute an Agreement, with the following core stipulations, as set forth in the preceding paragraphs.

¹ Guidelines for the Procurement of Goods and Services, Infrastructure Projects and Consulting Services to be Procured and Performed Overseas.

Scope

This TOR cover the purchase of airline tickets for travels to the United States of America and Europe that are not covered by PS-PhilGEPS GFA. Other administrative assistance for the application and issuance of visas and purchase of travel insurance are likewise contemplated in these TOR.

II. TERMS OF AGREEMENT

1. *Qualifications.* The AIRLINE TICKETING AGENCY shall have ALL the following basic qualifications:

a. Meets the standard Eligibility Requirements uploaded and maintained in PhilGEPS in current and updated file of Class "A" documents:

i. Legal Documents

1. SEC registration for Corporation/Partnership or DTI Registration for Sole Proprietorship, whichever is applicable; and
2. Business Permit.

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)).

For purpose of this project, similar projects/contracts shall refer to contracts for purchasing/booking airline tickets for use of a government agency or private company involving trips abroad from the Philippines and/or back, and providing other services necessarily included for the completion of said flight/trip for a duration of at least one year.

iii. Financial Documents: BIR-stamped audited financial statements for the last three (3) years, Net Financial Contracting Capacity (NFCC).

b. Maintains facilities of on-line booking / airline reservations, international ticketing, and ticket printing.

c. Maintains a good track record in serving other international and/or national companies or other government agencies.

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2. AIRLINE TICKETING AGENCY services shall be available to OSG on the day the AIRLINE TICKETING AGENCY has received a Notice to Proceed (NTP) from the OSG.

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 OSG 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 information and reservation on most competitive travel itinerary for international routes, at the **least cost fare structure** on air transportation, provided that tickets to be purchased are **rebookable**.
 - 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 OSG 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 OSG meets all the minimum requirements, the AIRLINE TICKETING AGENCY shall assist the OSG to have corporate agreements with all major airlines.
 - d. Provide updated and regular information on country visa requirements, health protocols, immigration clearance, foreign exchange control regulations and other government restrictions to the OSG.
 - e. Provide administrative assistance for the application and issuance of visa and travel insurance. Administrative assistance includes preparation of visa requirements, issuance of verifiable travel itinerary and travel insurance, when necessary.
 - f. Arrange the Prepaid Ticket Advice for incoming travelers, as well as travel tax exemption certifications when requested by the OSG.
 - g. Reconfirm, revalidate or re-issue tickets which are returned because of changed routes or fare structures, and provide printed and *via* email itineraries showing complete information on the status of reservations on all carriers and/or hotels.

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- h. Notify travelers of airport check-in time, known cancellations or delayed flights or voyages.
 - i. Facilitate online group/individual check-in and 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.
 - j. Provide invoices or monthly statement of account for payment due date of used tickets. For cancelled tickets, provide invoice of cancellation charges. In case of incidental travels, provide two (2) official receipts, one under the name of the OSG for the official route and another under the name of the OSG employee for the incidental route.
 - k. Assist and process other ancillary requests, including change in booking preference, at the expense of the employee, when applicable.
5. *Nature of Relationship.* Nothing herein shall be construed to create an employer-employee relationship between the OSG and the AIRLINE TICKETING AGENCY. The AIRLINE TICKETING AGENCY shall neither enter into any agreement or incur any obligations on the OSG's behalf, nor commit in any manner without the OSG'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 OSG's benefit) or divulge to anyone – either during the term of this Agreement or thereafter – any of the OSG's trade secrets, proprietary information, or other 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:

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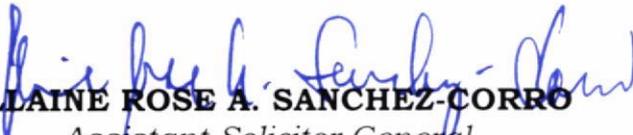
- a. be required to sign a non-disclosure agreement (NDA);
 - b. warrant, represent and undertake reliability of the services required;
 - c. agree to hold the proprietary information in strict confidence;
 - d. agree not to reproduce, transcribe or disclose the proprietary information to third parties without prior written approval from the OSG; 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 notice and shall be without prejudice to any claims that either party may have against the other. The OSG'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 by the AIRLINE TICKETING AGENCY, there shall be no reimbursement.
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 OSG, as time is of the essence in any airline ticket procurement, OSG shall, without prejudice to its other remedies under this Agreement and applicable law, deduct from the payment, as actual damages, a sum equivalent to the actual ticket price spent by OSG to meet the airline ticket need for the given period.
10. *Schedule of Payments.* When practicable, 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	Not more than USD 30, subject to applicable taxes
Rebooking	Not more than USD 30, subject to applicable taxes
Cancellation and refund	No extra charge other than payment of cancellation/refund fee of the Airline
Offline Re-issuance	No extra charge, included in the service once availed
After Hours Service	No extra charge, included in the service once availed
Visa Assistance Service	Not more than Php1,500 service fee actual visa charges to be for the account of OSG/employee
Travel Insurance	Not more than Php200 service fee

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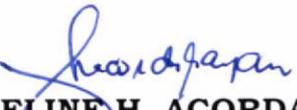
11. *Dispute Resolution Clause.* Any dispute, controversy, or claim arising out of or relating to this Agreement shall be settled in the first instance through amicable settlement, such as consultation or mutual decision, within sixty (60) calendar days from receipt of written notice thereof by a party.
12. *Taxation.* All transactions are subject to applicable tax.
13. *Term of Contract.* This Agreement is for a term of one (1) year from receipt of the AIRLINE TICKETING AGENCY of the 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.
14. *Suppletory application of R. A. No. 9184.* Applicable provisions of the Government Procurement Reform Act (R. A. No. 9184) and its Implementing Rules and Regulations (IRR) shall form part of the present TOR.

TECHNICAL WORKING GROUP FOR AIRLINE TICKETS:


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Terms of Reference...
*Procurement of Airline Ticketing Services
For International Official Travels of the
Office of the Solicitor General*

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