

TERMS OF REFERENCE / TECHNICAL SPECIFICATIONS

Procurement of an Agency/Institution for the Comprehensive Management of Airfare, Transfers, Accommodation, Meals, and Event Venue Logistics for Regional Seminars in Central America, under a Framework Contract Modality.

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I. Background

Expertise France is the French public agency for international cooperation. It designs and implements projects aimed at contributing to the balanced development of partner countries, in line with the Sustainable Development Goals (SDGs) of the 2030 Agenda and the priorities of France's external action. Expertise France's mission is to meet the demand of partner countries seeking to improve the quality of their public policies to address the environmental, social, economic, and security challenges they face. The agency achieves this objective through the implementation of projects in the main areas of public action:

- Democratic, economic, and financial governance;
- Stability, international security, and peace;
- Sustainable development, climate, and agriculture;
- Health and human development.

Expertise France currently operates in more than 140 countries with a budget of 800 million euros in signed projects underway.

In El Salvador, Expertise France is implementing three projects funded by the European Union:

The Augustine project, a project to support violence prevention in El Salvador, under Contribution Agreement LA/2024/458-141/700002312, in force since November 1, 2024. The Action has a total budget of 18,785,902 EUR and is co-financed by the European Union (17.7 million EUR), Expertise France as project leader (300,000 EUR), UNESCO (439,329 EUR), and UNICEF (329,483 EUR).

The LAMARR project – Digital Skills for Youth in Vulnerable Situations in El Salvador, with an estimated amount of (5 million EUR).

And the project "Improving Biodiversity Conservation in the Great Forests of Mesoamerica", with an estimated amount (4 million EUR).

II. Context and Justification of the Need

In this context, Expertise France S.A.S. periodically develops seminars, workshops, training sessions, and meetings of a regional and local nature (hereinafter, the "events"), which are held in different cities in the countries that make up the Central American region (Guatemala, El Salvador, Honduras, Nicaragua, Costa Rica, Panama, Belize, and the Dominican Republic, where applicable), with participants from any of these countries.

Given the recurring nature of these events, the diversity of origins and destinations of the participants, and the need to ensure continuity, quality, and cost control in travel and logistics management, Expertise France S.A.S. requires a specialized provider that, through a Framework Contract (Long-Term Supply Agreement), provides in a standardized manner the services described in these Terms of Reference (TOR) for each event scheduled during the term of the contract, without the need to carry out a new selection process for each activity.

This document establishes the scope, technical, administrative, financial, and minimum quality conditions that the selected bidder must meet, as well as the pricing structure that will govern throughout the entire term of the Framework Contract.

III. General and Specific Objectives

1. General Objective

To engage the services of a travel agency, tour operator, or specialized institution (hereinafter, the "Contractor" or the "Agency"), legally incorporated and with demonstrable operational presence or capacity in the countries of Central America, to provide, under the Framework Contract modality, comprehensive services for air transportation, ground transfers, accommodation, meals, and venue logistics required for the organization and execution of seminars and regional seminars in any country in the region.

The provision of these services must guarantee previously negotiated rates, defined response times, as well as a unified billing and control scheme.

2. Specific Objectives

- Guarantee the availability of airline tickets at the lowest reasonable cost available on the market, according to the dates and routes of each event, offering itinerary alternatives to participants.
- Ensure that all tickets include travel insurance, baggage allowance, and full payment of taxes, airport fees, and other charges by the Contractor, at no additional cost to the participants.
- Provide a permanent point of contact (24/7 during travel days) for handling emergencies, cancellations, or flight changes.
- Timely coordinate the ground transfers of participants to and from airports, hotels, and the event venue.
- Guarantee adequate accommodation and meals in accordance with Expertise France S.A.S.'s current per diem policies.
- Provide, for each event, the complete and duly supported per diem settlement spreadsheet for each participant.
- Supply fully equipped meeting rooms (audiovisuals, sound, furniture) and catering services during event days.
- Establish a fixed, transparent, and comparable pricing structure that allows each event to be activated under the Framework Contract without the need for a new selection process.

IV. Scope of Service

The minimum scope of each service component is detailed below. The bidder must demonstrate in their technical proposal the operational capacity to fulfil each of these points.

4.1 Airfare Management

For each Service Order, the Contractor must:

- Receive from Expertise France S.A.S. the list of participants, their cities/countries of origin, and event dates (including any authorized additional arrival/departure days).
- Search for flight alternatives (routes, schedules, airlines, stopovers, and fares) that match the event dates, presenting at least three (3) options per participant where available, indicating total price, travel duration, number of stopovers, and included baggage allowance.
- Coordinate directly with each participant (or the focal point designated by Expertise France S.A.S.) the selection of their preferred flight from the options presented, within a maximum period of 72 business hours from the request. *

- Issue the selected ticket and send the confirmation/itinerary to the participant and to Expertise France S.A.S., including the reservation number (PNR), ticket number, complete itinerary, and the Contractor's emergency contact details.
- Confirm that each ticket includes the minimum required checked baggage as per Expertise France S.A.S.'s policies (at least one piece of checked baggage, in addition to carry-on luggage).
- Confirm that each ticket includes travel/international medical assistance insurance (medical expenses, repatriation, delays/cancellations).
- Verify and manage, where applicable, special transit requirements or documentation between countries, duly informing the participant and Expertise France S.A.S. in a timely manner (without this implying management of consular procedures, unless contracted as an additional service).

******* First class (First) reservations are not permitted.**

4.2 Travel Insurance, Baggage, Taxes, and Fees

All airline tickets issued must include, without exception and at no additional cost to the participant or to Expertise France S.A.S. beyond the total quoted and approved fare:

- Travel insurance / traveller assistance covering medical expenses for accident or illness, health and/or funeral repatriation, and flight delay or cancellation.
- Checked baggage allowance (1 personal item such as a backpack or handbag; 1 carry-on bag, minimum 22 lbs).
- Full payment by the Contractor of all taxes, airport fees, fuel surcharges, administrative charges, entry/exit fees for each country, and any other cost associated with ticket issuance, all of which must be included in the total price quoted to Expertise France S.A.S.
- The final fare presented to Expertise France S.A.S. for each ticket must reflect the total all-inclusive cost (airfare + taxes + fees + insurance + baggage + management fees, the latter broken down as per Section 7).

4.3 Change, Cancellation, and Emergency Management

The Contractor must provide an attendance and support service throughout the entire travel cycle of each participant (from ticket issuance to return to their place of origin), including:

- A telephone line and/or communication channel (WhatsApp, email, or other) for priority assistance, available 24 hours during participants' travel days (departure, event days, and return), to handle emergencies, cancellations, delays, or missed connections.
- In the event of cancellation, rescheduling, overbooking, or any other contingency attributable to the airline, immediately manage the rescheduling or issuance of a new ticket that allows the participant to continue their travel or return to their place of origin, with the Contractor assuming the corresponding costs or actions with the airline, without prejudice to any claims the Contractor may subsequently file against the airline.
- Assistance to the participant in the event of loss of documents, need for an additional overnight stay due to force majeure related to air transport, or any other travel-related emergency, coordinating with Expertise France S.A.S. on the corresponding actions and costs.
- Immediate notification (maximum 1 hour from the time the Contractor becomes aware) to Expertise France S.A.S. of any relevant incident affecting a participant.

4.4 Ground Transfers

The Contractor must coordinate and provide (directly or through authorized subcontractors, under their responsibility) the following transfers, for each participant and for each event (where applicable):

- Transfer from the arrival airport to the host hotel or assigned accommodation on each participant's arrival day.
- Transfer from the hotel to the departure airport on each participant's return day.
- Local transfers required during events (for example, between the accommodation hotel and the event venue/hall when these do not coincide, or for official programme activities).
- The vehicles used must have valid insurance, be in good condition, and be driven by qualified personnel. The Contractor must identify participants using signs, welcoming staff, or similar means at the point of arrival.
- The Contractor must maintain a log (record/list) of transfers carried out per event, including schedules, number of passengers and routes, type of transport, etc. as supporting documentation for billing purposes.

4.5 Accommodation and Meals (Per Diem)

The Contractor must manage accommodation and meals for participants in accordance with Expertise France S.A.S.'s per diem policies and regulations, which will be provided to the Contractor at the start of the contract and updated periodically. In particular, the Contractor must:

- Quote and reserve accommodation at hotel establishments that meet the minimum standards defined and validated by Expertise France S.A.S. (location, security, services). Reservations at any type of accommodation other than hotels are prohibited (Airbnb, rural houses, or guesthouses).
- Provide, as applicable under the relevant policy, meals (breakfast, lunch, and/or dinner) either included in the hotel rate or through the disbursement of the per diem assigned to each participant according to the current per diem table.
- **Complete, for each participant and each event, the per diem settlement spreadsheet (template) provided by Expertise France S.A.S.,** including at minimum: participant name, country of origin, destination country and city, check-in and check-out dates, number of nights, applicable accommodation per diem amount, applicable meal per diem amount, applicable local transport/mobility per diem amount, totals per participant, and remarks.
- Deliver the duly completed spreadsheet, together with the corresponding supporting documents (hotel invoices, transfer receipts, etc.), as part of the final settlement for each event per participant.

4.6 Per Diem Delivery Management

The agency will be responsible for designing and implementing the mechanism for per diem delivery, ensuring efficiency, control, and transparency. Its main functions will be:

- Propose the delivery method (cash, transfer, card, or other) and the corresponding procedure.
- Execute per diem delivery, ensuring adequate timing (before, during, or at the start of the event).
- Verify the identity of participants and record each delivery through verifiable documentation.
- Ensure control and traceability of funds throughout the process.
- Manage remaining or undelivered funds, as agreed.
- Submit a final financial report, including signed lists, receipts, and settlement.
- Implement security measures for fund management.
- Manage the operational and administrative processes in compliance with applicable regulations.

- Detail any associated administrative costs, if applicable.

Note: The agency must define and justify the specific mechanism to be used in its proposal.

4.7 Travel Documentation Collection and Management

For control, audit, and administrative-financial support purposes, the Contractor must collect, organize, and deliver to Expertise France S.A.S., for each event, a file (physical and/or digital) that includes, at a minimum, for each participant:

- Copy of valid passport or identity document used for the trip.
- Issued itinerary and airline ticket (including proof of tax and fee payment).
- Travel insurance certificate or policy.
- Boarding passes.
- Hotel voucher or confirmation.
- Per diem settlement spreadsheet signed/accepted by the participant, when institutional policy requires it.
- Attendance lists signed by each participant for each day of the event.
- Any other document that Expertise France S.A.S. defines as necessary.

This file must be delivered within a maximum of 15 calendar days after the end of the event, as a prerequisite for submitting the corresponding settlement invoice.

4.8 Venue Rental and Event Logistics

When the Service Order or contract so requires, the Contractor must manage the rental of facilities (meeting/conference room) and the related services necessary for the development of the event, on the days indicated in the programme, as required:

- A room with capacity appropriate to the number of participants, with set-up as indicated (auditorium, classroom, horseshoe, round tables, etc.), with adequate lighting and air conditioning.
- **Audiovisual equipment:** projector and screen, sound system with microphones (handheld, lapel, and/or wireless as required), videoconferencing equipment where applicable, stable internet connection (Wi-Fi) for all participants, flip charts/whiteboards, and other requested support equipment.
- **Catering:** lunch for all participants and authorized staff, during each day of the event.
- **Coffee breaks:** one (1) refreshment/coffee break in the morning (a.m.) and one (1) refreshment/coffee break in the afternoon (p.m.), for each event day, including coffee, tea, water, juices, and snacks (sweet and savory).
- Additional furniture (registration table, material display tables, etc.) when required.
- Logistical support staff from the hotel/venue (set-up, service, audiovisual technical support) throughout the event.

The Contractor must present, within their offer, reference venue/hotel options by country, without prejudice to the fact that, for each specific event, availability will be confirmed, and a quote will be issued in accordance with the pricing structure agreed upon in the Framework Contract.

V. Event Operational Mechanics (Service Order)

For each event, the relationship between the Contracting Institution and the Contractor will proceed according to the following general flow:

- **Event notification:** Expertise France S.A.S. notifies the Contractor, with at least 15 business days' notice, of an event, indicating the venue, dates, estimated number of participants, and countries of origin.
- **Quotations:** The Contractor presents, within 5 business days, at least three quotations covering accommodation, venue, and catering services, in accordance with the Framework Contract pricing structure and a comparative table of offers; where applicable, the Contractor must present at least three airfare options per participant.

Expertise France S.A.S. will issue a purchase order to the Contractor for the performance and provision of the corresponding service in accordance with the selected offer. Purchase Order may be subject to a technical and financial offer from the awardee, specifying the execution modalities, planning and price of the service, as well as the dedicated team. This offer may be subject to discussion between the parties within the limits of the framework agreement provisions.

- **Final participant list:** The Contracting Institution sends the final list of participants with their travel details (full name as per identity document, country/city of origin, authorized travel dates, special requirements if any).
- **Ticket management:** The Contractor presents flight alternatives to each participant (or focal point) and proceeds to issuance as described in Section 4.1.
- **Logistical coordination:** The Contractor confirms hotel, transfer, and venue reservations, and shares the consolidated itinerary of all participants with the Contracting Institution.
- **Event execution:** The Contractor provides support during the event (handling unforeseen events, coordinating local transfers, audiovisual support, etc.).
- **Settlement:** Once the event concludes, the Contractor delivers the supporting file (Section 4.7), the complete per diem spreadsheet (Section 4.5), and the final invoice/settlement, in accordance with Section 12.

VI. Framework Contract Pricing Structure

In order for the Framework Contract to be fully operational — meaning each event can be activated directly through a Subsequent Contract, without the need for a new selection process or price negotiation — the bidder must present, as part of their financial proposal, a clear, fixed, and itemized pricing structure in accordance with the following categories. This structure will form an integral part of the signed contract and will be mandatory throughout its entire term.

6.1 Management Fees

The bidder must indicate the management fee (service fee) for the different types of services to be provided, and fees for dedicated personnel which must remain fixed regardless of the cost of the service, according to the following scheme:

Service Type	% Fee
Airfare ticket issuance	Administrative fee (%) to be proposed

Ground Transfer Services	Administrative fee (%) to be proposed
Accommodation and Meals Service	Administrative fee (%) to be proposed
Venue Rental, Audiovisuals and Event Catering	Administrative fee (%) to be proposed
Per diem / expense delivery management service	Administrative fee (%) to be proposed
24/7 Emergency Hotline Service during official travel days	(USD/day) to be proposed.
Additional Specialized Personnel (subject to Client approval)	Daily Rate (USD/hour or USD/day) to be proposed and approved by the Client prior to engagement

The actual airfare (ticket, taxes, fees, and charges) will be quoted and invoiced at actual cost, based on the best available rate at the time of issuance, supported by the airline or GDS booking system invoice/receipt, plus the fixed management fee indicated in this table. Expertise France S.A.S. reserves the right to request evidence of at least three (3) fare alternatives prior to issuance. Rates for ground transfers, accommodation, meals, venue rental, and audiovisuals, as well as event catering, will be quoted and invoiced at actual cost, based on the best available offer at the time of contracting, duly supported by the corresponding invoices or receipts. The fixed management fee indicated in the relevant table will be added to these costs.

The Contractor must present, at a minimum, three quotations for each required service, along with a comparative table, to justify the selection of the most advantageous option.

6.2 Summary of Price Components per Event

For reference, the total cost of an event will be composed of the sum of the following elements, each based on the agreed fixed pricing structure:

- Airline tickets (actual fare cost + taxes/fees + insurance + baggage) + management fee (Section 6.1).
- Ground transfers per participant + management fee for the service provided.
- Accommodation and meals for each participant based on number of nights and per diem policy (Section 4.5) + management fee for the service.
- Venue rental, audiovisual equipment, lunches, and coffee breaks based on number of event days and number of participants (Section 4.8) + management fee for the service.
- 24/7 Emergency Hotline Service during official travel days

This structure will allow the Contracting Institution to estimate the budget for each event in advance and compare the Contractor's quotation against the prices agreed upon in the Framework Contract.

6.3 Validity and Price Updates

The prices and management fees (Sections 6.1 and 6.2) offered will remain fixed during the first [12] months of the contract term and may be updated annually, upon a justified request from the Contractor, in

accordance with the official inflation index of the corresponding country, and subject to prior written authorization from the Contracting Institution. Any update must be formalized through an addendum to the contract.

VII. Bidder Requirements and Experience

To be eligible, the bidder must meet, at a minimum, the following requirements:

- Be a legally incorporated legal entity authorized to operate as a travel agency and/or tour operator in their country of origin.
- Be accredited or affiliated with IATA (International Air Transport Association) or demonstrate direct access to global distribution systems (GDS) such as Amadeus, Sabre, Travelport, or equivalent.
- Demonstrate experience in the organization of travel and event logistics of a regional or international nature, with at least [3] client references (international organizations, NGOs, public entities, or private companies) for whom similar services have been provided.
- Have own operational capacity or through a network of correspondents/allied suppliers in at least the following countries: Guatemala, El Salvador, Honduras, Nicaragua, Costa Rica, and Panama.
- Hold valid civil liability insurance and, where applicable, valid tourism operation licenses or permits.
- Not be subject to any grounds for disqualification, conflict of interest, or legal impediment to contract with the Contracting Institution, in accordance with applicable procurement regulations.
- Submit financial statements or bank references demonstrating sufficient financial solvency to operate under a payment-upon-settlement scheme (Section 12).

VIII. Required Key Personnel

The Contractor must assign, at a minimum, the following personnel for the execution of the Framework Contract, and must submit the corresponding profiles (curricula vitae) with their offer:

- **General Contract Coordinator:** sole focal point with the Contracting Institution, responsible for planning, monitoring, and reporting on each event, with demonstrated experience in coordinating corporate events or travel.
- **IATA-certified airline ticketing agent(s):** responsible for searching, issuing, and managing ticket changes.
- **Event logistics coordinator:** responsible for coordinating venues, catering, audiovisuals, and transfers.
- **Emergency hotline:** staff or service available 24/7 during travel days, with a direct contact number provided to each participant.

IX. Contractor's Obligations

- Comply with the full scope described in Section 4, for each Service Order or subsequent contract issued.
- Keep the contact information of key personnel (Section 8) updated and current.
- Ensure that no participant incurs expenses not covered by the per diem policy without the prior written authorization of the Contracting Institution.

- Maintain absolute confidentiality regarding participants' personal and travel information, in compliance with applicable data protection regulations.
- Deliver consolidated reports per event (itineraries, costs, per diem sheet, documentary file) within the deadlines established in Section 4.7.
- Give advance notice of any change in their operational capacity, correspondent network, or key personnel that may affect the provision of service.
- Comply with the response times (service levels) established in Section 11.
- Assume, as described in Section 4.3, the management and costs associated with cancellations, changes, or emergencies attributable to airlines or other suppliers, without passing such costs on to participants or Expertise France S.A.S., unless the changes are requested directly by Expertise France S.A.S.

X. Confidentiality and Ownership of Information

All participant information (personal data, itineraries, identity documents, and other travel information) will be considered confidential. The Contractor must implement reasonable measures to protect such information, use it exclusively for the purposes of providing the service, and not share it with third parties without prior written authorization from the Contracting Institution, unless strictly necessary for ticket issuance, hotel reservations, or insurance procedures, and always under the same confidentiality standards. All information and files generated during the execution of the contract will be the property of the Contracting Institution.

XI. Service Level Agreements (SLAs) and Penalties

Compliance with the following response times is mandatory and will be subject to verification by the Contracting Institution:

Activity	Maximum Response Time
Presentation of flight alternatives for a participant	[72] business hours from request
Ticket issuance once selection is confirmed	[24] business hours
Flight emergency response (cancellations, missed connections)	[1] hour from notification; continuous attention until resolved
Confirmation of hotel reservations and transfers	[7] business days prior to the event
Delivery of documentary file and per diem sheet after the event	[15] calendar days after the event

XII. Payment Terms and Conditions

- Billing will be per event, once it has concluded and the supporting file (Section 4.7) and per diem settlement sheet (Sections 4.5 and 4.6) have been delivered.
- The invoice must be itemized in accordance with the pricing structure in Section 6 (airline tickets with their management fee, transfers, accommodation, meals, venue rental, audiovisuals, lunches, and coffee breaks), with corresponding supporting documents attached (airline, hotel invoices, etc.).
- Payment will be made within [30] calendar days following receipt and approval of the invoice and its supporting documents by the Contracting Institution.

- No payments will be recognized for services not included in the pricing structure in Section 6 or in the corresponding subsequent contract, unless previously and expressly authorized in writing.
- Payments will be made in USD via bank transfer to the account indicated by the Contractor.

XIII. Contract Term and Validity

The Framework Contract will have a term of [12] months from the date of signing and may be renewed for additional periods of equal duration, up to a maximum of [3] renewals, subject to prior written agreement between the parties and a satisfactory evaluation of the Contractor's performance during the previous period. The pricing structure may be updated at each renewal as established in Section 6.3.

XIV. Confidentiality and Ownership of Information

All participant information (personal data, itineraries, identity documents, and other travel information) will be considered confidential. The Contractor must implement reasonable measures to protect such information, use it exclusively for the purposes of providing the service, and not share it with third parties without prior written authorization from the Contracting Institution, unless strictly necessary for ticket issuance, hotel reservations, or insurance procedures, and always under the same confidentiality standards. All information and files generated during the execution of the contract will be the property of the Contracting Institution.