

REQUEST FOR PROPOSALS
(PROCUREMENT OF SERVICES)
For Simple Assignments

SERVICES FOR

Provision of Travel Management Services

Prepared by



IOM International Organization for Migration
OIM Organisation Internationale pour les Migrations
OIM Organización Internacional para las Migraciones

Charlottenstr. 68, 10117 Berlin, Germany

12th February 2021

REQUEST FOR PROPOSALS
RFP No.: 1

Mission: *Germany*

Project Name: *REAG/GARP*

WBS: *Project year 2021*

Title of Services: *Provision of Travel Management Services*



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Request for Proposals

The International Organization for Migration (hereinafter called **IOM**) intends to hire Service Provider for the **Provision of Travel Management Services** for which this Request for Proposals (RFP) is issued.

IOM now invites Service Providers to provide Technical and Financial Proposal for the following Services: **Provision of Travel Management Services**. More details on the services are provided in the attached Terms of Reference (TOR).

The Service Provide will be selected under a Quality–Cost Based Selection procedure described in this RFP.

The RFP includes the following documents:

- Section I. Instructions to Service Providers/ Consulting Firms
- Section II. Technical Proposal – Standard Forms
- Section III. Financial Proposal – Standard Forms
- Section IV. Terms of Reference
- Section V. Pro-forma Contract

The Proposals must be delivered by hand or through mail to IOM with office address at **Charlottenstr. 68, 10117 Berlin** on or before **12th March 2021**. No late proposal shall be accepted.

IOM reserves the right to accept or reject any proposal and to annul the selection process and reject all Proposals at any time prior to contract award, without thereby incurring any liability to affected Service Providers/ Consulting Firms

[Michael McCormack](#)
Senior Procurement and Logistics Assistant

IOM is encouraging companies to use recycled materials or materials coming from sustainable resources or produced using a technology that has lower ecological footprints.

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Section I. Instructions to Service Providers/ Consulting Firms

1. Introduction

- 1.1 Only eligible Service Providers may submit a Technical Proposal and Financial Proposal for the services required. The proposal shall be the basis for contract negotiations and ultimately for a signed contract with the selected Consultant Firm.
- 1.2 Service Providers should familiarize themselves with local conditions and take them into account in preparing the proposal.
- 1.3 The Service Providers costs of preparing the proposal and of negotiating the contract, including visit/s to the IOM, are not reimbursable as a direct cost of the assignment.
- 1.4 Service Providers shall not be hired for any assignment that would be in conflict with their prior or current obligations to other procuring entities, or that may place them in a position of not being able to carry out the assignment in the best interest of the IOM.
- 1.5 IOM is not bound to accept any proposal and reserves the right to annul the selection process at any time prior to contract award, without thereby incurring any liability to the Service Providers.
- 1.6 IOM shall provide at no cost to the Service Provider the necessary inputs and facilities and assist the Firm in obtaining licenses and permits needed to carry out the services and make available relevant project data and report (see Section IV. terms of reference).

2. Corrupt, Fraudulent, and Coercive Practices

- 2.1 IOM Policy requires that all IOM Staff, bidders, manufacturers, suppliers or distributors, observe the highest standard of ethics during the procurement and execution of all contracts. IOM shall reject any proposal put forward by bidders, or where applicable, terminate their contract, if it is determined that they have engaged in corrupt, fraudulent, collusive or coercive practices. In pursuance of this policy, IOM defines for purposes of this paragraph the terms set forth below as follows:
 - Corrupt practice means the offering, giving, receiving or soliciting, directly or indirectly, of any thing of value to influence the action of the Procuring/Contracting Entity in the procurement process or in contract execution;
 - Fraudulent practice is any act or omission, including a misrepresentation, that knowingly or recklessly misleads, or attempts to mislead, the Procuring/Contracting Entity in the procurement process or the execution of a contract, to obtain a financial gain or other benefit to avoid an obligation;
 - Collusive practice is an undisclosed arrangement between two or more bidders designed to artificially alter the results of the tender procedure to obtain a financial gain or other benefit;

- Coercive practice is impairing or harming, or threatening to impair or harm, directly or indirectly, any participant in the tender process to influence improperly its activities in a procurement process, or affect the execution of a contract

3. Conflict of Interest

3.1 All bidders found to have conflicting interests shall be disqualified to participate in the procurement at hand. A bidder may be considered to have conflicting interest under any of the circumstances set forth below:

- A Bidder has controlling shareholders in common with another Bidder;
- A Bidder receives or has received any direct or indirect subsidy from another Bidder;
- A Bidder has the same representative as that of another Bidder for purposes of this bid;
- A Bidder has a relationship, directly or through third parties, that puts them in a position to have access to information about or influence on the Bid of another or influence the decisions of the Mission/procuring Entity regarding this bidding process;
- A Bidder submits more than one bid in this bidding process;
- A Bidder who participated as a consultant in the preparation of the design or technical specifications of the Goods and related services that are subject of the bid.

4. Clarifications and Amendments to RFP Documents

4.1 At any time before the submission of the proposals, IOM may, for any reason, whether at its own initiative or in response to a clarification amend the RFP. Any amendment made will be made available to all short-listed Service Providers who have acknowledged the Letter of Invitation.

4.2. Service Providers may request for clarification(s) on any part of the RFP. The request must be sent in writing or by standard electronic means and submitted to IOM at the address indicated in the invitation at least *seven (7) calendar days* before the set deadline for the submission and receipt of Proposals. IOM will respond in writing or by standard electronic means to the said request and this will be made available to all those who acknowledged the Letter of Invitation without identifying the source of the inquiry.

5. Preparation of the Proposal

5.1 A Service Provider/ Consulting Firm Proposal shall have two (2) components:

- a) the Technical Proposal, and
- b) the Financial Proposal.

- 5.2 The Proposal, and all related correspondence exchanged by the Service Providers/ Consulting Firms and IOM, shall be in *English*. All reports prepared by the contracted Service Provider/ Consulting Firm shall be in *English*.
- 5.3 The Service Providers/ Consulting Firms are expected to examine in detail the documents constituting this Request for Proposal (RFP). Material deficiencies in providing the information requested may result in rejection of a proposal.

6. Technical Proposal

6.1 When preparing the Technical Proposal, Service Providers/ Consulting Firms must give particular attention to the following:

- a) For assignment of the staff, the proposal shall be based on the number of professional staff-months estimated by the firm, no alternative professional staff shall be proposed.
- b) It is desirable that the majority of the key professional staff proposed is permanent employees of the firm or have an extended and stable working relationship with it.
- c) Proposed professional staff must, at a minimum, have the experience of at least *five years*, preferably working under conditions similar to those prevailing in the country of the assignment.

6.2 The Technical Proposal shall provide the following information using the attached Technical Proposal Standard Forms TPF 1 to TPF 5 (Section II).

- a) A brief description of the Service Providers/ Consulting Firms organization and an outline of recent experience on assignments of a similar nature (TPF-2), if it is a joint venture, for each partner. For each assignment, the outline should indicate the profiles of the staff proposed, duration of the assignment, contract amount, and firm's involvement.
- b) A description of the approach, methodology and work plan for performing the assignment (TPF-3). This should normally consist of maximum of ten (10) pages including charts, diagrams, and comments and suggestions, if any, on Terms of Reference and counterpart staff and facilities.
- c) The list of proposed Professional Staff team by area of expertise, the position and tasks that would be assigned to each staff team members (TPF-4).
- d) Latest CVs signed by the proposed professional staff and the authorized representative submitting the proposal (TPF-5) Key information should include number of years working for the firm and degree of responsibility held in various assignments during the last *five years*.
- e) A detailed description of the proposed methodology and staffing for training if the RFP specifies training as specific component of the assignment.

6.3 The technical proposal shall not include any financial information.

7. Financial Proposal

7.1 In preparing the Financial Proposal, consultants are expected to take into account the requirements and conditions outlined in the RFP. The Financial Proposal shall follow the Financial Proposal Standard Forms FPF 1 to FPF 3 (Section III).

7.2 The Financial proposal shall include all costs associated to service fees and special conditions with airlines. If appropriate, these costs should be broken down by activity. All items and activities described in the Technical proposal must be priced separately; activities and items in the Technical Proposal but not priced shall be assumed to be included in the prices of other activities or items.

7.3 The Service Provider may be subject to local taxes on amounts payable under the Contract. If such is the case, IOM may either: a) reimburse the Service Provider/ Consulting Firm for any such taxes or b) pay such taxes on behalf of the Consultant.

¹ Taxes shall not be included in the sum provided in the Financial Proposal as this will not be evaluated, but they will be discussed at contract negotiations, and applicable amounts will be included in the Contract.

7.4. Service Providers shall express the price of their services in Euros.

7.5 The Financial Proposal shall be valid for 60 calendar days. During this period, the Service Provider is expected to keep available the professional staff for the assignment². IOM will make its best effort to complete negotiations and determine the award within the validity period. If IOM wishes to extend the validity period of the proposals, the Service Provider has the right not to extend the validity of the proposals.

8. Submission, Receipt, and Opening of Proposals

8.1 Service Providers may only submit one proposal. If a Service Provider submits or participates in more than one proposal such proposal shall be disqualified.

8.2 The original Proposal (both Technical and Financial Proposals) shall be prepared in indelible ink. It shall contain no overwriting, except as necessary to correct errors made by the Service Providers themselves. Any such corrections or overwriting must be initialed by the person(s) who signed the Proposal.

8.3 The Service Providers shall submit one original and one copy of the Proposal. Each Technical Proposal and Financial Proposal shall be marked “Original” or “Copy” as appropriate. If there are any discrepancies between the original and the copies of the Proposal, the original governs.

¹ This clause shall be included/revised as deemed necessary

² For this purpose, the Mission may have the option to require short-listed Consultants a bid security

- 8.4 The original and all copies of the Technical Proposal shall be placed in a sealed envelope clearly marked “**TECHNICAL PROPOSAL.**” Similarly, the original Financial Proposal shall be placed in a sealed envelope clearly marked “**FINANCIAL PROPOSAL**” and with a warning “**DO NOT OPEN WITH THE TECHNICAL PROPOSAL.**” Both envelopes shall be placed into an outer envelope and sealed. The outer envelope shall be labeled with the submission address, reference number and title of the project and the name of the Service Provider/ Consulting Firm.
- 8.5 Proposals must be received by IOM at the place, date and time indicated in the invitation to submit proposal or any new place and date established by the IOM. Any Proposal submitted by the Service Provider after the deadline for receipt of Proposals prescribed by IOM shall be declared “Late,” and shall not be accepted by the IOM and returned to the service provider unopened.
- 8.6 After the deadline for the submission of Proposals, all the Technical Proposal shall be opened first by the BEAC. The Financial Proposal shall remain sealed until all submitted Technical Proposals are opened and evaluated. The BEAC has the option to open the proposals publicly or not.

9. Evaluation of Proposals

- 9.1 After the Proposals have been submitted to the BEAC and during the evaluation period, Service Providers that have submitted their Proposals are prohibited from making any kind of communication with any BEAC member, as well as its Secretariat regarding matters connected to their Proposals. Any effort by the Service Providers to influence IOM in the examination, evaluation, ranking of Proposal, and recommendation for the award of contract may result in the rejection of the Service Providers Proposal.

10. Technical Evaluation

- 10.1 The entire evaluation process, including the submission of the results and approval by the approving authority, shall be completed in not more than *(14) calendar days* after the deadline for receipt of proposals.
- 10.2 The BEAC shall evaluate the Proposals on the basis of their responsiveness to the Terms of Reference, compliance to the requirements of the RFP and by applying an evaluation criteria, sub criteria and point system³. Each responsive proposal shall be given a technical score (St). The proposal with the highest score or rank shall be identified as the Highest Rated/Ranked Proposal.
- 10.3 A proposal shall be rejected at this stage if it does not respond to important aspects of the TOR or if it fails to achieve the minimum technical qualifying score which is 70%.

³ *The criteria, sub criteria and point system may vary depending on the requirement of the Mission*

10.4 The technical proposals of Service Providers/ Consulting Firms shall be evaluated based on the following criteria and sub-criteria:

	<u>Points</u>
(i) Specific experience of the Service Providers/ Consulting Firms relevant to the assignment:	[0 - 30]
(ii) Adequacy of the proposed methodology and work plan in response to the Terms of Reference:	
a) Technical approach and methodology	[0 - 10]
b) Work plan	[0 - 10]
c) Organization and staffing	[0 - 10]
Total points for criterion (ii):	
(iii) Key professional staff qualifications and competence for the assignment:	
a) Team Leader	[0 - 20]
b) Booking specialist	[0 - 10]
c) Booking specialist	[0 - 10]
Total points for criterion (iii):	

The number of points to be assigned to each of the above positions or disciplines shall be determined considering the following three sub-criteria and relevant percentage weights:

1) General qualifications	30%
2) Adequacy for the assignment	50%
3) Experience in region and language	20%
Total weight:	100%

The minimum technical score St required to pass is: 70 Points.

10.5 Technical Proposal shall not be considered for evaluation in any of the following cases:

- a) late submission, *i.e.*, after the deadline set
- b) failure to submit any of the technical requirements and provisions provided under the Instruction to Service Provider/ Consulting Firm (ITC) and Terms of Reference (TOR);

11. Financial Evaluation

11.1 After completion of the Technical Proposal evaluation, IOM shall notify those Service Providers whose proposal did not meet the minimum qualifying score or were considered non responsive based on the requirements in the RFP, indicating that their Financial Proposals shall be returned unopened after the completion of the selection process.

11.2 IOM shall simultaneously notify the Service Providers that have passed the minimum qualifying score indicating the date and opening of the Financial Proposal. The BEAC has the option to open the Financial proposals publicly or not.

- 11.3 The BEAC shall determine the completeness of the Financial Proposal whether all the Forms are present and the required to be priced are so priced.
- 11.4 The BEAC will correct any computational errors. In case of a discrepancy between a partial amount and the total amount, or between words and figures, the former will prevail. In addition, activities and items described in the Technical proposal but not priced, shall be assumed to be included in the prices of other activities or items.
- 11.5 The Financial Proposal of Service Providers who passed the qualifying score shall be opened, the lowest Financial Proposal (F1) shall be given a financial score (Sf) of 100 points. The financial scores (Sf) of the other Financial Proposals shall be computed based on the formula:

$$\mathbf{Sf = 100 \times F1 / F}$$

Where:

Sf - is the financial score of the Financial Proposal under consideration,
 F1 - is the price of the lowest Financial Proposal, and
 F - is the price of the Financial Proposal under consideration.

The proposals shall then be ranked according to their combined (Sc) technical (St) and financial (Sf) scores using the weights⁴ (T = the weight given to the Technical Proposal = 0.80; F = the weight given to the Financial Proposal = 0.20; T + F = 1)

$$\mathbf{Sc = St \times T\% + Sf \times F\%}$$

The firm achieving the highest combined technical and financial score will be invited for negotiations.

12. Negotiations

- 12.1 The aim of the negotiation is to reach agreement on all points and sign a contract. The expected date for contract negotiation is *26th March 2021*, and will be facilitated through means of invitation to online meeting platform.
- 12.2 Negotiation will include: a) discussion and clarification of the Terms of Reference (TOR) and Scope of Services; b) Discussion and finalization of the methodology and work program proposed by the Service Provider/ Consulting Firm; c) Consideration of appropriateness of qualifications and pertinent compensation, number of man-months and the personnel to be assigned to the job, and schedule of activities (manning schedule); d) Discussion on the services, facilities and data, if any, to be provided by IOM; e) Discussion on the financial proposal submitted by the Service Provider/ Consulting Firm; and f) Provisions of the contract. IOM shall prepare minutes of negotiation which will be signed both by IOM and the Service Providers/ Consulting Firms.

⁴ *May vary depending on the requirement of the Mission; normally, weight assigned to Technical is .80 and .20 for the Financial.*

- 12.3 The financial negotiations will include clarification on the tax liability and the manner in which it will be reflected in the contract and will reflect the agreed technical modifications (if any) in the cost of the services. Unless there are exceptional reasons, the financial negotiations will involve neither the remuneration rates for staff nor other proposed unit rates.
- 12.4 Having selected the Service Provider on the basis of, among other things, an evaluation of proposed key professional staff, IOM expects to negotiate a contract on the basis of the experts named in the proposal. Before contract negotiations, IOM shall require assurances that the experts shall be actually available. IOM will not consider substitutions during contract negotiation unless both parties agree that the undue delay in the selection process makes such substitution unavoidable or for reasons such as death or medical incapacity. If this is not the case and if it is established that staff were referred in their proposal without confirming their availability the Service Provider/ Consulting Firm may be disqualified. Any proposed substitution shall have equivalent or better qualifications and experience than the original candidate.
- 12.5 All agreement in the negotiation will then be incorporated in the description of services and form part of the Contract.
- 12.6 The negotiations shall conclude with a review of the draft form of the Contract which forms part of this RFP (Section V). To complete negotiations, IOM and the Service Providers/ Consulting Firms shall initial the agreed Contract. If negotiations fail, IOM shall invite the second ranked Service Provider/ Consulting Firm to negotiate a contract. If negotiations still fail, the IOM shall repeat the process for the next-in-rank Service Providers/ Consulting Firms until the negotiation is successfully completed.

13. Award of Contract

- 13.1 The contract shall be awarded, through a notice of award, following negotiations and subsequent post-qualification to the Service Provider/ Consulting Firm with the Highest Rated Responsive Proposal. Thereafter, the IOM shall promptly notify other Service Providers/Consulting Firms on the shortlist that they were unsuccessful and shall return their unopened Financial Proposals. Notification will also be sent to those Service Providers who did not pass the technical evaluation.
- 13.2 The Service Provider is expected to commence the assignment on *19th April 2021*

14. Confidentiality

- 14.1.1 Information relating to the evaluation of proposals and recommendations concerning awards shall not be disclosed to the Service Provider who submitted Proposals or to other persons not officially concerned with the process. The undue use by any Service Provider of confidential information related to the process may result in the rejection of its Proposal and may be subject to the provisions of IOM's anti-fraud and corruption policy.

Section II. Technical Proposal Standard Forms

TPF-1: Technical Proposal Submission Form

[Location, Date]

To: *Michael McCormack, IOM Germany, Charlottenstr. 68, 10117 Berlin.*

Ladies/Gentlemen:

We, the undersigned, offer to provide the Services for *Provision of Travel Services* in accordance with your Request for Proposal (RFP) dated *[insert Date]* and our Proposal. We are hereby submitting our Proposal, which includes this Technical Proposal, and a Financial Proposal sealed under a separate envelope.

If negotiations are held after the period of validity of the Proposal, 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 acknowledge and accept IOM's right to inspect and audit all records relating to our Proposal irrespective of whether we enter into a contract with IOM as a result of this proposal or not.

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

We remain,

Yours sincerely,

Authorized Signature:

Name and Title of Signatory:

Name of Firm:

Address:

TPF – 2: Service Providers/ Consulting Firms Organization

[Provide here brief (up to two pages) description of the background and organization of your firm/entity and each associate for the assignment (if applicable).]

TPF – 3: Description of the Approach, Methodology and Work Plan for Performing the Assignment

[The description of the approach, methodology and work plan should normally consist of 10 pages, including charts, diagrams, and comments and suggestions, if any, on Terms of reference and counterpart staff and facilities.]

TPF – 4: Team Composition and Task Assignments

1. Technical/Managerial Staff		
Name	Position	Task

2. Support Staff		
Name	Position	Task

TPF – 5: 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.]

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.]

Languages:

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

Certification:

I, the undersigned, certify that to the best of my knowledge and belief, these data correctly describe me, my qualifications, and my experience. I understand that any willful misstatement described herein may lead to my disqualification or dismissal, if engaged.

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

Full name of staff member: _____
Full name of authorized representative: _____

Section III. Financial Proposal - Standard Forms

FPF-1: Financial Proposal Submission Form

[Location, Date]

To: *Michael McCormack, IOM Germany, Charlottenstr. 68, 10117 Berlin.*

Ladies/Gentlemen:

We, the undersigned, offer to provide the Services for *Provision of Travel Services* in accordance with your Request for Proposal (RFP) dated *[insert date]* and our Proposal (Technical and Financial Proposals

Our Financial Proposal shall be binding upon us subject to the modifications resulting from Contract negotiations, up to expiration of the validity period of *[insert validity period]* of the Proposal.

We acknowledge and accept the IOM right to inspect and audit all records relating to our Proposal irrespective of whether we enter into a contract with the IOM as a result of this Proposal or not.

We confirm that we have read, understood and accept the contents of the Instructions to Service Providers/ Consulting Firms (ITC), Terms of Reference (TOR), the Draft Contract, the provisions relating to the eligibility of Service Providers/ Consulting Firms, any and all bulletins issued and other attachments and inclusions included in the RFP sent to us.

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

We remain,

Yours sincerely,

Authorized Signature:

Name and Title of Signatory:

Name of Firm:

Address

FPF-2: Breakdown of Service Fees

Overview of the service fee structure.

Group of Activities ¹ :	Description ² :	Service Fee ³ :

¹ Name of the activity. For example: Service fee per booking/person (ADL/CHD/INF), cancelation/no-show fees and any additional fees (if service fee varies according to airline, please specify it).

² Short description of the activities whose service fee is provided in this Form.

³ Amount in EUR of the indicated service fee (per ticket).

Authorized Signature:

Name and Title of Signatory:

FPF-3: Overview of Ticket Conditions

Airline:	Tickets:	Condition:

- ¹ Full name of the airline and two-letter code.
- ² Specify if regular tickets, group tickets, etc.
- ³ Specify any special condition with a given airline. For example: Special luggage conditions, rebooking/cancelations/no-show conditions, price reduction in comparison to market fares, etc.

Authorized Signature:
 Name and Title of Signatory:

Section IV. Terms of Reference

A. Background and General Considerations

1. Background

In order to achieve time and cost efficiency while ensuring outstanding quality of service, IOM Germany Office envisages entering into one Long Term Agreement (LTA) with qualified Travel Agencies for the provision of Travel Management Services for an initial period of one year with the option to extend for one additional year, subject to a satisfactory performance evaluation. Signing of the LTA will not exclude the situation for IOM to procure travel management service from other vendors.

Travel, as referred to in the Terms of Reference, shall apply to all journeys for official business purposes. These official purposes include, but need not be limited to, the following:

- Departures from migrants travelling under IOM auspices;
- Official missions, meetings, trainings and various events;
- Home leaves, emergency travels, and educational leaves.

2. IOM Travel Policy

Current air travel policy requires the Travel Agencies in all cases to book the most economical fare available and to research alternate itineraries in order to provide the lowest appropriate fares, which satisfy the IOM travel policies and requirements. The IOM policies embody the following basic principles:

- a. In general, the most direct and economical route should be selected with consideration of UN recommendations to avoid either certain carriers or routes;
- b. Travel with transit points should be minimum in time;
- c. Business class travel or equivalent is prohibited; except for medical cases, if needed.

B. Scope of Services, Expected Outputs and Performance Standards

3. Objective

IOM is hereby undertaking a solicitation of proposals from Travel Agencies which are interested to provide various Travel Management Services. All management and administrative products, current and emerging, which assist in the support of the authorized travel, fall within the scope of the proposal. The successful proposers shall be contracted for this purpose for an initial period of one (1) year and renewable for additional one (1) year, upon satisfactory evaluation of performance.

5. Scope of Services and Expected Outputs

The successful Travel Agencies shall provide full, prompt, accurate and expert travel products and services to the IOM from 0830 to 1800 during working days. In addition, the Travel Agency shall provide for 24 hours emergency service, as well as for services during weekends and official holidays where emergency travel service is required. The products and services include, but are not limited to, the following:

Mandatory Services Requirement

1) Reservation and Ticketing

- For every request, the Travel Agency shall immediately make written offers and prepare appropriate itineraries and formal quotation based on the most economical fare available including restricted and non-refundable fares on the most economic and most direct routing; Also inform the restriction and penalties for ticket changing and cancellation.
- In the event that required travel arrangement cannot be confirmed, the Travel Agency shall notify the IOM of the problem and present minimum one (1) alternative routing/quotation for consideration;
- The tickets will be marked accordingly so that they cannot be rewritten without the consent of IOM;
- The Travel Agency shall reconfirm and revalidate airline tickets, re-issue tickets which are returned as a result of changed routing or fare structures as per conditions enforced by airline carriers;
- The Travel Agency shall promptly issue and deliver accurately e-tickets/booking number and detailed itineraries, (in electronic format) showing the accurate status of the airline on all segments of the journey;
- The Travel Agency shall accurately advise IOM of ticketing deadlines and other relevant information every time reservations are made, in order to avoid cancellations of bookings;
- The Travel Agency will proactively communicate with IOM if the reservation made should be extended or cancelled and make new reservations as requested.

2) Airfares and Airlines Routings/Itineraries

- The Travel Agency shall propose fares/airline routings and guarantee that it shall obtain the lowest available airfare for the journey concerned at the most direct and economic routing.
- The Travel Agency shall propose fares/airline routings in accordance with the latest UN Airline Safety List;

3) Travel Information / Advisories

- The Travel Agency shall provide IOM with a complete automated itinerary document to include carrier(s), flight and voyage numbers, departure and arrival times for each segment of the trip, tax exempt information, etc.;
- The Travel Agency shall inform IOM, upon booking confirmation, of flight/ticket restrictions, involuntary stopovers, and other inconveniences of the itinerary and provide required documentation for travels;
- The Travel Agency shall promptly notify IOM of airport closures, delayed or cancelled flights, as well as other changes that might affect or will require preparations from travelers, sufficiently before departure time, and as soon as it becomes available.

4) Flight Cancellation / Rebooking and Refunds

- IOM must be notified immediately by the Travel Agency of any unused or uncollected tickets, no later than one day after the scheduled departure date;
- Invoicing only takes place after departure (departed, cancelled, no-show);
- The Travel Agency shall process duly authorized flight changes/cancellations when and as required;

5) Supplier Relations

- The Travel Agency shall not favor any particular air carrier when making reservations;
- The Travel Agency shall maintain excellent relations with all air carriers for the benefit of the IOM.
- The Travel Agency shall inform IOM with which Airlines special agreements are in place;

6) Services Quality Control and continuous improvements

- The Travel Agency shall establish and operate to monitor on a regular and continuous basis the quality of travel products and services provided to the IOM;
- The Travel Agency shall designate a suitable Client Manager to IOM for overall service management and routine communication.
- The Travel Agency is strongly required to keep the personnel stability of the Client Manager and ensure the continuity and smooth of travel service.
- 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 IOM;
- IOM has the right to do ad-hoc comparisons and request fares and to guarantee cost efficiency;
- Regular meetings between IOM senior management and Travel Agency Client Manager to monitor and review progress on an ongoing basis with a view to suggesting improvements to the service;
- The IOM shall be notified of any deficiencies found and corrective action taken;
- The Travel Agency warrants that the personnel assigned to handle the IOM travel arrangements shall constantly be trained to be kept up to date;
- Measurements of improvements to the service will be part of the Service Travel Agreement between the parties;

7) Provide an interface with major airlines to get the best corporate deals: Ability to facilitate meetings with senior colleagues from Airlines to get the best corporate deals for IOM.

8) Provide flight data for the calculation of carbon emission upon request.

9) Maintain and update the ID data of the frequent travelers and keep it safe and secure. Never disclose/share the data without authorization. Strictly follow IOM Data Protection Principals.

6. Performance Standards and Service Level Guarantee

The contracted Travel Agency shall perform services and deliver products in accordance with the herein prescribed minimum performance standards set by the IOM:

Product / Service	Performance Attribute	Definition	Standard / Service Level
1. Airline Reservation	Agency Accuracy	Ability to perform task completely and without error	Zero-error in passengers' records/airline bookings, fare computation, routing;

	Speed and Efficiency	Ability to deliver product or service promptly and with the use of resources	For confirmed bookings via itinerary within three hours of request;
2. Airline Tickets	Agent Accuracy	Ability to perform task completely and without error	Zero-error in the printed ticket/aborted travel due to incomplete travel documents
	Timeliness of delivery	Ability to deliver product or service on or before promised date	Within three hours of request
3. Travel Documentation	Accuracy	Ability to ascertain requirements for various destinations/nationalities	<u>Zero-incident</u> of complaint/aborted travel due to incomplete travel documents
4. Billing	Accuracy	Ability to generate billing statements without errors	<u>Zero-Error</u> or no discrepancy between invoices and attachments
	Clarity	Ability to generate bills that are transparent or easy to understand	<u>Zero>Returns</u> for clarification/explanation
5. Rates/Pricing	Fairness	Reasonable charges for services offered	At same or rates lower than market standards
	Company concern about fares	Ability to quote competitive fare	At levels lower than airline preferred rates. Guarantee that <u>one quotation is the lowest obtainable fare.</u>
	Good value indicated by price Willingness to assist IOM to negotiate preferred rates and concession	Competitive fares quoted vs. restrictions or lack/absence thereof Voluntarily offering to assist IOM in dealings with airlines	At the same terms or better than quoted by airlines Semi-annual meetings to obtain competitive rates in the market and preferable fare conditions
6. Service Quality	Accessibility	Ability to access or approach travel agency	Telephone: 2 lines Emergency: 24 hours Email: available Website: available
	Responsiveness	Willingness to go out of one's way to help the traveler	Regular coordination meetings with IOM Operations Management Team; Travel Agency Performance Review once a year;

7. Problem Solving	Complaint Handling	Ability to resolve complaints	Timeliness: one (1) week Clear line of escalation Manner of resolution: Satisfactory score
8. Travel Experts	Competence	Knowledge of destinations; Knowledge of airline practices, fare levels and shortest routes and connections; Knowledge of IOM Travel Policies;	High Proficiency and at least 5-year experience in corporate specialization in Travel Management Services
9. Communications	Awareness Level of Travelers regarding Travel Agency Product and Services	Services and policies are communicated to travelers; Travelers are well informed about matters concern them;	Frequency of communications: Monthly
10. Hours of Services	Readiness to do business	Travel Expert to commence business	<ul style="list-style-type: none"> ▪ The Travel Agent(s) should provide travel services from 0830 to 1800. during working days. In addition, Travel Agent(s) shall provide for 24 hours a day emergency service, as well as for services during weekends and official holidays where emergency travel service is required. ▪ Zero complaints that no one was available to answer calls
11. IOM Travel Policy	Adherence to IOM	Knowledge of IOM Travel Policy and secure reservations only in compliance with policy	<ul style="list-style-type: none"> ▪ Send 2 options for non-AVR tickets (if available) which are most direct & economical routes

C. Contractual and Institutional Arrangements

7. Contract Parameters

IOM envisages entering into an agreement with at least two selected Service Provider for the provision of Travel Management. The initial period of the contract will be one year with the option to extend for one additional year, subject to a satisfactory performance evaluation.

The Travel Agency, selected as a result of the present bid, will pass on to the IOM their own fares and conditions offered by the air carriers and shall not expect to receive any standard or override commissions from the respective air carrier.

For the services listed under sub-section B (Scope of Services, Expected Outputs and Performance Standards) of the Terms of Reference the selected Travel Agency will charge the IOM on fixed transaction fee per each issued ticket and other services regardless of booking class and destination, as detailed in Price Schedule Form of the present Request for Proposal. The level of the service fees shall remain fixed for the whole duration of the contract and shall apply for a whole itinerary per passenger and each independent air ticket issued unless there are changes in pricing introduced by air carrier which should be officially communicated.

8. Roles and Responsibilities

The Travel Agency shall collaborate with the representatives designated by the IOM's Chief of Mission (CoM), who will request quotations for various itineraries, as required. Requests shall be sent in writing to the Travel Experts designated by the contracted Travel Agency and shall contain the following minimum information:

- routing/itinerary of travel;
- outbound departure date;
- class of booking and conditions of booking, if applicable (i.e. changeable dates, fully refundable etc.);
- number of tickets required;
- restrictions regarding airlines and/or air-carriers, if applicable.

Requests for quotation shall be sent between 0830 and 1730 during working days. In case of emergency services requested during weekends and official holidays, the request for quotation sent in writing shall be followed by a phone call from the requestor alerting of the emergency.

Within three working hours from receipt of written request by email, the contracted Travel Agency shall provide its quotation as per applicable IOM Travel Policy and special fares and conditions offered by air carriers to the IOM. The quotation shall consist of one option for the requested itinerary and shall contain the following information for each option:

- air-carriers and flight numbers;
- dates and times of departures/arrivals for each segment of the trip;
- booking class with description of applicable restrictions and period of validity of booking;
- refund/rebooking charges;
- price in EUR, disaggregated by ticket fare, taxes, service fee and other charges if applicable.

The IOM representative shall select the offer and shall confirm and request the Travel Agency to make the booking, as early as possible. The Travel Agency shall send the booking by email

to the IOM representative. The period of validity of booking shall be in accordance with policies enforced by airline carriers and shall be indicated in the message.

The IOM representative shall make every effort to obtain all required approvals for the proposed booking and travel within the period of validity of booking. In the event that he/she failed to request issuance of electronic ticket within the period of validity of the initially proposed booking, the Travel Agency shall make every effort to re-book the initially proposed itinerary at the same fare and conditions, or shall inform the IOM representative of the impossibility of doing so and shall re-book the ticket at the next lowest available fare.

Upon approval of travel, the authorized sender shall request issuance of electronic ticket as per confirmed booking and price.

9. Contract Management and Billing

The IOM shall, from time to time, evaluate and verify with other Travel Agencies and other industry indicators the comparability and competitiveness of the rates offered by the contracted Travel Agency. The IOM reserves the right to terminate contract with the Travel Agency at any time if the Travel Agency charges IOM on higher rates than market standards or does not render minimum services described in this tendering document.

Billing and Invoice

- The Travel Agency shall send an official VAT invoice accompanied by itemized itinerary to the designated representative of the IOM after departure date;
- The invoice shall be issued in the currency of the contract;
- The itemized itinerary shall be disaggregated by ticket fare, different type of taxes, service fee and other charges (if applicable);
- Within 15 working days after receiving of the invoice, the IOM shall perform the payment to the Travel Agency upon review and approval of the services included in the invoice;
- The payment by IOM will be made only by bank transfer.

D. Qualifications of the Successful Service Provider

10. Qualification of the Successful Travel Agency

The successful Travel Agency which will be contracted to serve the needs of the IOM shall have the following minimum eligibility criteria:

- Legal registration with relevant government entity
- Accredited IATA Travel Agency duly licensed in the country, with minimum 5 years of experience
- The vendor should have a minimum average annual turnover of about USD 500.000 during the past 3 years
- Minimum 5 years of experience in corporate specialization in Travel Management Services
- Evidence of satisfactory credit rating (“Good Credit Worthiness” or equivalent) by national or international recognized and reputable reporting agencies).
- Maintains a satisfactory track record in serving international organizations, embassies and medium to large multi-national corporations;
- Employs competent and experienced travel experts, especially in ticketing and fare computations, as evidenced by their track record in their Curriculum Vitae;

- Financially capable of rendering services to IOM;
- Maintains facilities of on-line booking/airline reservations (i.e. Amadeus (mandatory), Galileo or similar), international ticketing;
- Willing and able to guarantee the delivery of products and services in accordance with performance standards required under this TOR.

The successful Travel Agency shall be required to devote personnel with the following minimum qualifications:

1. One Client Manager should be assigned to be responsible for overall travel management coordination with IOM. The Client Manager with adequate authority to make decisions for the timely resolution of problems;
2. At least two travel experts with a minimum 5 five years of practical experience in the management of travel services, in operating the automated reservation and ticketing systems;

The nominated travel experts in the proposal must be the employee who will be responsible for the management of travel services to IOM the entire period set for this contract. If the travel expert decided to terminate her/his services with the travel agency, the latter must notify IOM one month in advance. In the event of failing to assign experienced personnel, IOM shall have the right to terminate the contract.

Other expertise needed and facilities required shall be sourced from the existing capacity of the Travel Agency.

The Travel Agency shall have a contingency replacement plan to be enforced during periods of illness and vacations of its personnel in order to maintain full service at all times under the contract.

Section V. Pro-forma Contract

IOM office-specific Ref. No.:	RFP 01-2021
IOM Project Code:	
RMM Approval Code:	
LEG Approval Code / Checklist Code:	

SERVICE AGREEMENT
Between
the International Organization for Migration
And
[name of the SP]
On
Provision of Travel Management Services

This Service Agreement is entered into by the **International Organization for Migration**, an organization which is part of the United Nations system, Mission in [XXX], [Address of the Mission], represented by [Name, Title of Chief of Mission etc.], hereinafter referred to as “**IOM**,” and [Name of the Service Provider], [Address], represented by [Name, Title of the representative of the Service Provider], hereinafter referred to as the “**Service Provider**.” IOM and the Service Provider are also referred to individually as a “**Party**” and collectively as the “**Parties**.”

1. Introduction and Integral Documents

The Service Provider agrees to provide IOM with airline tickets on specific routings IOM is not able to purchase through its own means in accordance with the terms and conditions of this Agreement and its Annexes.

The following documents form an integral part of this Agreement:

- (a) Annex A – Bid result, Quotation Form and Commercial proposal
- (b) Annex B – Vendor Information Sheet
- (c) Annex C – Accepted Notice of Award (NOA)
- (d) Annex D - IOM’s Data Protection Principles

2. Services Supplied

2.1 The Service Provider agrees to provide to the IOM the following services (the “**Services**”):

- (a) provide best route and most cost effective domestic and international air travel itinerary, baggage allowance and visa information,
- (b) assist in arranging of individual and group travel plans,
- (c) provide quotations on the airline tickets on the requested destinations for national and international routes for individuals and groups,
- (d) make reservations, rebook tickets, issue/re-issue airline tickets,
- (e) calculate and process refunds for changed, cancelled or unused/partially used tickets as required.

The Service Provider will be available for assistance 24 [twenty-four, for services outside the specified service provider Business hours, the after-hours fee indicated in Article 3.1 shall apply.] hours a day. For Services outside the specified Service Provider Business hours, no additional service charge applies. After-hours assistance shall attend to Services that were not foreseen, and which will occur outside of regular business hours of the Service Provider.

- 2.2 The Service Provider shall guarantee timely response for quotation and issuance of air tickets and other services. The response time will be 3 (three) hours to any IOM request.

For after hours' assistance, the response time will adjust according to the need. The Service Provider shall ensure that that the response is obtained promptly and that emergencies are resolved in a timely manner. An emergency contact (name, e-mail address and a phone line) will be provided to IOM in writing.

- 2.3 The Service Provider shall abide by the following terms and conditions:

(a) The best alternatives of air routes and tariffs according to IOM requirements shall be offered in writing to the designated IOM focal point. IOM's Senior Operations Assistant – Airport Assistances will communicate IOM designated focal points allowed to request issuance of tickets to the Service provider in writing.

(b) The quotation of tickets must present their conditions and regulations (reimbursable/refundable; possibility of/fee levels if allowed for name and date changes; baggage allowance), according to the specific airline regulations.

(c) All transactions made regarding reservations and/or ticket issuance shall be documented, in order that IOM is able to verify the proper application of the tariffs and service fees.

(d) A commercial manager/account executive will be assigned to attend to IOM's requests.

(e) The Service Provider will send issued tickets to IOM via e-mail. In addition, the Service Provider will share with IOM a call center numbers for any inquiries regarding reservations and issuance of tickets for national and international air transport during regular operating hours and after hours. Dedicated line numbers will be provided by Service Provider to IOM during implementation.

- 2.4 The Service Provider shall commence the provision of Services from [date] and fully and satisfactorily complete them by [date].

- 2.5 The Service Provider agrees to provide the Services required under this Agreement in strict accordance with the specifications of this Article and any attached Annexes.

3. Charges and Payments

3.1 The all-inclusive Service Fee for the Services under this Agreement shall be as follows (change as required):

(a) Issuance of airline ticket –

(b) Rebooking/reissuance of airline ticket –

(c) Cancellation and refund of airline ticket –

(d) Additional emergency after hours service –

3.2 The Service Provider shall invoice IOM on a weekly basis, if Services were provided during the week. [specify the duration in days or for each booking. The more frequent and smaller the invoice, the better in terms of reconciliation to prevent delays with invoice payments] upon completion of all the Services. The invoice shall include: list of services provided, total air ticket cost, cost of rebooking of tickets, travel agency service fee for each transaction (ticketing, rebooking, cancellation as applicable), dates of service, IOM reference numbers (ProFlight#), airline codes and flights numbers, names of the IOM passengers. The Service Provider will be notified by IOM via e-mail about any issues or discrepancies in the invoice. The Service Provider shall correct the issue within two business days. The deadline for payment will be counted only after receipt of the corrected invoice.

3.3 The Service Provider undertakes to process all reimbursements to IOM in accordance with terms and conditions of the unused tickets or for rebooked tickets with lower fares within 7 days, irrespective of whether the airline has processed the refund or not. The Service Provider will manage the airline refund process and not transfer liability to IOM. The Service Provider shall submit a monthly reimbursement report to IOM for the unused, changed and cancelled tickets free of cost. The Service Provider shall submit the refund request to the airline according to the cancellation/change rule of the fare selected. Conditions for cancellation and reimbursement (e.g. notice required for cancellation, time for reimbursement, penalties) are dependent on the airline rules and conditions and the ticket type. IOM will be notified of the refundable amount and the expected date of reimbursement. IOM must be notified in writing every two weeks about the progress of reimbursement. The method of reimbursement will be bank transfer.

3.4 Payments shall become due 30 days (thirty) days after IOM's receipt and approval of the invoice. Payment shall be made in EUR by Bank Transfer to the following bank account: [insert the Service Provider's bank account details].

Bank name:

Bank account name:

Bank account number:

Bank account type:

- 3.5 The Service Provider shall be responsible for the payment of all taxes, duties, levies and charges assessed on the Service Provider in connection with this Agreement.
- 3.6 IOM shall be entitled, without derogating from any other right it may have, to defer payment of part or all of the Service fee until the Service Provider has completed to the satisfaction of IOM the services to which those payments relate or when IOM reasonably suspects that the Service Provider is in breach of any of the provisions in the Agreement and/or pending a compliance review by IOM and/or the Donor.

4. Warranties

The Service Provider warrants that:

- (a) It is a company financially sound and duly licensed, with adequate human resources, equipment, competence, expertise and skills necessary to provide fully and satisfactorily, within the stipulated completion period, all the Services in accordance with this Agreement;
- (b) It shall comply with all applicable laws, ordinances, rules and regulations when performing its obligations under this Agreement;
- (c) In all circumstances it shall act in the best interests of IOM;
- (d) No official of IOM or any third party has received from, will be offered by, or will receive from the Service Provider any direct or indirect benefit arising from the Agreement or award thereof;
- (e) It has not misrepresented or concealed any material facts in the procurement of this Agreement;
- (f) The Service Provider, its staff or shareholders have not previously been declared by IOM ineligible to be awarded agreements by IOM;
- (g) It has or shall take out relevant insurance coverage for the period the Services are provided under this Agreement;
- (h) The Price specified in this Agreement shall constitute the sole remuneration in connection with this Agreement. The Service Provider shall not accept for its own benefit any trade commission, discount or similar payment in connection with activities pursuant to this Agreement or the discharge of its obligations thereunder. The Service Provider shall ensure that any subcontractors, as well as the personnel and agents of either of them, similarly, shall not receive any such additional remuneration.
- (i) It shall respect the legal status, privileges and immunities of IOM as an intergovernmental organization, such as inviolability of documents and archive wherever it is located, exemption from taxation, immunity from legal process or national jurisdiction. In the event that the Service Provider becomes aware of any situation where IOM's legal status, privileges or immunities are not fully respected, it shall immediately inform IOM.
- (j) It is not included in the most recent Consolidated United Nations Security Council Sanctions List nor is it the subject of any sanctions or other temporary suspension. The Service Provider will disclose to IOM if it becomes subject to any sanction or temporary suspension during the term of this Agreement.

- (k) It must not employ, provide resources to, support, contract or otherwise deal with any person, entity or other group associated with terrorism as per the most recent Consolidated United Nations Security Council Sanctions List and all other applicable terrorism legislation. If, during the term of this Agreement, the Service Provider determines there are credible allegations that funds transferred to it in accordance with this Agreement have been used to provide support or assistance to individuals or entities associated with terrorism, it will inform IOM immediately who in consultation with the donors as appropriate, shall determine an appropriate response. The Service Provider shall ensure that this requirement is included in all subcontracts.

4.2 The Service Provider warrants that it shall abide by the highest ethical standards in the performance of this Agreement, which includes not engaging in any fraudulent, corrupt, discriminatory or exploitative practice or practice inconsistent with the rights set forth in the Convention on the Rights of the Child. The Service Provider shall immediately inform IOM of any suspicion that the following practice may have occurred or exist:

- (a) a corrupt practice, defined as the offering, giving, receiving or soliciting, directly or indirectly, of anything of value to influence the action of IOM in the procurement process or in contract execution;
- (b) a fraudulent practice, defined as any act or omission, including a misrepresentation or concealment, that knowingly or recklessly misleads, or attempts to mislead, IOM in the procurement process or the execution of a contract, to obtain a financial gain or other benefit or to avoid an obligation or in such a way as to cause a detriment to IOM;
- (c) a collusive practice, defined as an undisclosed arrangement between two or more bidders designed to artificially alter the results of the tender process to obtain a financial gain or other benefit;
- (d) a coercive practice, defined as impairing or harming, or threatening to impair or harm, directly or indirectly, any participant in the tender process to influence improperly its activities, or affect the execution of a contract.
- (e) an obstructive practice, defined as (i) deliberately destroying, falsifying, altering or concealing of evidence material to IOM investigations, or making false statements to IOM investigators in order to materially impede a duly authorized investigation into allegations of fraudulent, corrupt, collusive, coercive or unethical practices; 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; or (ii) acts intended to materially impede the exercise of IOM's contractual rights of access to information.
- (f) any other unethical practice contrary to the principles of efficiency and economy, equal opportunity and open competition, transparency in the process and adequate documentation, highest ethical standards in all procurement activities.

4.3 The Service Provider further warrants that it shall:

- a) Take all appropriate measures to prohibit and prevent actual, attempted and threatened sexual exploitation and abuse (“SEA”) by its employees or any other persons engaged and controlled by it to perform activities under this Agreement (“other personnel”). For the purpose of this Agreement, SEA shall include:
 - 1. Exchanging any money, goods, services, preferential treatment, job opportunities or other advantages for sexual favours or activities, including humiliating or degrading treatment of a sexual nature; abusing a position of vulnerability, differential power or trust for sexual purposes, and physical intrusion of a sexual nature whether by force or under unequal or coercive conditions.
 - 2. Engaging in sexual activity with a person under the age of 18 (“child”), except if the child is legally married to the concerned employee or other personnel and is over the age of majority or consent both in the child’s country of citizenship and in the country of citizenship of the concerned employee or other personnel.
- b) Strongly discourage its employees or other personnel having sexual relationships with IOM beneficiaries.
- c) Report timely to IOM any allegations or suspicions of SEA, and investigate and take appropriate corrective measures, including imposing disciplinary measures on the person who has committed SEA.
- d) Ensure that the SEA provisions are included in all subcontracts.
- e) Adhere to above commitments at all times.

4.4 The Service Provider expressly acknowledges and agrees that breach by the Service Provider, or by any of the Service Provider’s employees, contractors, subcontractors or agents, of any provision contained in Articles 4.1, 4.2 or 4.3 of this Agreement constitutes a material breach of this Agreement and shall entitle IOM to terminate this Agreement immediately on written notice without liability. In the event that IOM determines, whether through an investigation or otherwise, that such a breach has occurred then, in addition to its right to terminate the Agreement, IOM shall be entitled to recover from the Service Provider all losses suffered by IOM in connection with such breach.

5. Assignment and Subcontracting

- 5.1 The Service Provider shall not assign or subcontract the activities under this Agreement in part or all, unless agreed upon in writing in advance by IOM. Any subcontract entered into by the Service Provider without approval in writing by IOM may be cause for termination of the Agreement.
- 5.2 In certain exceptional circumstances by prior written approval of IOM, specific jobs and portions of the Services may be assigned to a subcontractor. Notwithstanding the said written approval, the Service Provider shall not be relieved of any liability or obligation under this Agreement nor shall it create any contractual relation between the subcontractor and IOM. The Service Provider shall include in an agreement with a subcontractor all provisions in this Agreement that are applicable to a subcontractor, including relevant Warranties and Special Provisions. The Service Provider remains bound and liable thereunder and it shall be directly responsible to IOM for any faulty

performance under the subcontract. The subcontractor shall have no cause of action against IOM for any breach of the subcontract.

6. Delays, Defaults and Force Majeure

- 6.1 Time is of the essence in the performance of this Agreement. If the Service Provider fails to provide the Services within the times agreed to in the Agreement, IOM shall, without prejudice to other remedies under this Agreement, be entitled to deduct liquidated damages for delay. The amount of such liquidated damages shall be 0.1% of the value of the total Service Fee per day or part thereof up to a maximum of 10% of the Service Fee. IOM shall have the right to deduct such amount from the Service Provider's outstanding invoices, if any. Such liquidated damages shall only be applied when delay is caused solely by the default of the Service Provider. Acceptance of Services delivered late shall not be deemed a waiver of IOM's rights to hold the Service Provider liable for any loss and/or damage resulting therefrom, nor shall it act as a modification of the Service provider's obligation to perform further Services in accordance with the Agreement.
- 6.2 In case of failure by the Service Provider materially to perform under the terms and conditions of this Agreement, IOM may, after giving the Service Provider 30 days' written notice to perform and without prejudice to any other rights or remedies, terminate the Agreement with immediate effect without liability.
- 6.3 Neither Party will be liable for any delay in performing or failure to perform any of its obligations under this Agreement if such delay or failure is caused by force majeure, which means any unforeseeable and irresistible act of nature, any act of war (whether declared or not), invasion, revolution, insurrection, terrorism, blockade or embargo, strikes, Governmental or state restrictions, natural disaster, epidemic, public health crisis, and any other circumstances which are not caused by nor within the control of the affected Party.

As soon as possible after the occurrence of a force majeure event which impacts the ability of the affected Party to comply with its obligations under this Agreement, the affected Party will give notice and full details in writing to the other Party of the existence of the force majeure event and the likelihood of delay. On receipt of such notice, the unaffected Party shall take such action as it reasonably considers appropriate or necessary in the circumstances, including granting to the affected Party a reasonable extension of time in which to perform its obligations. During the period of force majeure, the affected Party shall take all reasonable steps to minimize damages and resume performance.

IOM shall be entitled without liability to suspend or terminate the Agreement if the Service Provider is unable to perform its obligations under the Agreement by reason of force majeure. In the event of such suspension or termination, the provisions of Article 17 (Termination) shall apply.

7. Independent Contractor

The Service Provider, its employees and other personnel as well as its subcontractors and their personnel, if any, shall perform all Services under this Agreement as an independent contractor and not as an employee or agent of IOM.

8. Audit

The Service Provider agrees to maintain financial records, supporting documents, statistical records and all other records relevant to the Services in accordance with generally accepted accounting principles to sufficiently substantiate all direct and indirect costs of whatever nature involving transactions related to the provision of Services under this Agreement. The Service Provider shall make all such records available to IOM or IOM's designated representative at all reasonable times until the expiration of 7 (seven) years from the date of final payment, for inspection, audit, or reproduction. On request, employees of the Service Provider shall be available for interview.

9. Confidentiality

9.1 All information which comes into the Service Provider's possession or knowledge in connection with this Agreement is to be treated as strictly confidential. The Service Provider shall not communicate such information to any third party without the prior written approval of IOM. The Service Provider shall comply with IOM Data Protection Principles in the event that it collects, receives, uses, transfers or stores any personal data in the performance of this Agreement. These obligations shall survive the expiration or termination of this Agreement.

9.2 Notwithstanding the previous paragraph, IOM may disclose information related to this Agreement, such as the name of the Service Provider and the value of the Agreement, the title of the contract/project, nature and purpose of the contract/project, name and locality/address of the Service Provider and the amount of the contract/project to the extent as required by its Donor or in relation to IOM's commitment to any initiative for transparency and accountability of funding received by IOM in accordance with the policies, instructions and regulations of IOM.

10. Intellectual Property

All intellectual property and other proprietary rights including, but not limited to, patents, copyrights, trademarks, and ownership of data resulting from the performance of the Services shall be vested in IOM, including, without any limitation, the rights to use, reproduce, adapt, publish and distribute any item or part thereof.

11. Notices

Any notice given pursuant to this Agreement will be sufficiently given if it is in writing and received by the other Party at the following address:

International Organization for Migration (IOM)

Attn:

Address:

Email:

[name of SP]

Attn:

Address:

Email:

12. **Dispute resolution**

- 12.1. Any dispute, controversy or claim arising out of or in relation to this Agreement, or the breach, termination or invalidity thereof, shall be settled amicably by negotiation between the Parties.
- 12.2 In the event that the dispute, controversy or claim has not been resolved by negotiation within 3 (three) months of receipt of the notice from one party of the existence of such dispute, controversy or claim, either Party may request that the dispute, controversy or claim is resolved by conciliation by one conciliator in accordance with the UNCITRAL Conciliation Rules of 1980. Article 16 of the UNCITRAL Conciliation Rules does not apply.
- 12.3 In the event that such conciliation is unsuccessful, either Party may submit the dispute, controversy or claim to arbitration no later than 3 (three) months following the date of termination of conciliation proceedings as per Article 15 of the UNCITRAL Conciliation Rules. The arbitration will be carried out in accordance with the 2010 UNCITRAL arbitration rules as adopted in 2013. The number of arbitrators shall be one and the language of arbitral proceedings shall be English, unless otherwise agreed by the Parties in writing. The arbitral tribunal shall have no authority to award punitive damages. The arbitral award will be final and binding.
- 12.4 The present Agreement as well as the arbitration agreement above shall be governed by the terms of the present Agreement and supplemented by internationally accepted general principles of law for the issues not covered by the Agreement, to the exclusion of any single national system of law that would defer the Agreement to the laws of any given jurisdiction. Internationally accepted general principles of law shall be deemed to include the UNIDROIT Principles of International Commercial Contracts. Dispute resolution shall be pursued confidentially by both Parties. This Article survives the expiration or termination of the present Agreement.

13. Use of IOM Name

The official logo and name of IOM may only be used by the Service Provider in connection with the Services and with the prior written approval of IOM.

14. Status of IOM

Nothing in or relating to the Agreement shall be deemed a waiver, express or implied, of any of the privileges and immunities of the International Organization for Migration as an intergovernmental organization.

15. Guarantee and Indemnities

15.1 The Service Provider shall guarantee any work performed under this Agreement for a period of 12 (twelve) months after final payment by IOM under this Agreement.

15.2 The Service Provider shall at all times defend, indemnify, and hold harmless IOM, its officers, employees, and agents from and against all losses, costs, damages and expenses (including legal fees and costs), claims, suits, proceedings, demands and liabilities of any kind or nature to the extent arising out of or resulting from acts or omissions of the Service Provider or its employees, officers, agents or subcontractors, in the performance of this Agreement. IOM shall promptly notify the Service Provider of any written claim, loss, or demand for which the Service Provider is responsible under this clause. This indemnity shall survive the expiration or termination of this Agreement.

16. Waiver

Failure by either Party to insist in any one or more instances on a strict performance of any of the provisions of this Agreement shall not constitute a waiver or relinquishment of the right to enforce the provisions of this Agreement in future instances, but this right shall continue and remain in full force and effect.

17. Termination

17.1 IOM may at any time suspend or terminate this Agreement, in whole or in part, with immediate effect, by providing written notice to the Service Provider, in any case where the mandate of IOM applicable to the performance of the Agreement or the funding of IOM applicable to the Agreement is reduced or terminated. In addition, IOM may suspend or terminate the Agreement upon thirty (30) days' written notice without having to provide any justification.

- 17.2 In the event of termination of this Agreement, IOM will only pay for the Services completed in accordance with this Agreement, unless otherwise agreed in writing by the Parties. The Service Provider shall return to IOM any amounts paid in advance within 7 (seven) days from the notice of termination.
- 17.3 In the event of any termination of the Agreement, upon receipt of notice of termination, the Service Provider shall take immediate steps to bring the performance of any obligations under the Agreement to a close in a prompt and orderly manner, and in doing so, reduce expenses to a minimum, place no further subcontracts or orders for materials, services, or facilities, and terminate all subcontracts or orders to the extent they relate to the portion of the Agreement. Upon termination, the Service Provider shall waive any claims for damages including loss of anticipated profits on account thereof.
- 17.4 In the event of suspension of this Agreement, IOM will specify the scope of activities and/or deliverables that shall be suspended in writing. All other rights and obligations of this Agreement shall remain applicable during the period of suspension. IOM will notify the Service Provider in writing when the suspension is lifted and may modify the completion date. The Service Provider shall not be entitled to claim or receive any Service Fee or costs incurred during the period of suspension of this Agreement.

18. Severability

If any part of this Agreement is found to be invalid or unenforceable, that part will be severed from this Agreement and the remainder of the Agreement shall remain in full force.

19. Entirety

This Agreement embodies the entire agreement between the Parties and supersedes all prior agreements and understandings, if any, relating to the subject matter of this Agreement.

20. Entry into Force; Amendments

- 20.1 This Agreement will enter into force upon signature by both Parties. It will remain in force until completion of all obligations of the Parties under this Agreement unless terminated earlier in accordance with Article 17.
- 20.2 Amendments may be made by mutual agreement in writing between the Parties. Amendment of the provisions of Article 2.2 (Service commencement/completion dates) or Article 3.1 (Service Fee) shall be made through an amendment to this Agreement signed by both Parties.