

BIDDING DOCUMENTS
(PROCUREMENT OF SERVICES)

SERVICES FOR
FLIGHT TICKETING and BOOKING SERVICES
(LTA – LONG TERM AGREEMENT)

Prepared by



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

IOM Nigeria
December 2020

REQUEST FOR PROPOSALS

Country: Nigeria

Project Name: Flight Ticketing and Booking Service

Project Budget Line: *Projectized*

Title of Services: *Travel*

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Request for Proposals

The International Organization for Migration (hereinafter called **IOM**) intends to hire Service Provider for the Long Term Agreement of Flight Ticketing and Booking Services (95% domestics and 5% international) for which this Request for Proposals (RFP) is issued.

IOM now invites accredited IATA Travel duly licensed in the country, with minimum 5 years of experience, based in Abuja or Lagos to provide Technical and Financial Proposal for the Flight Ticketing and Booking Services.

Bidders must have at least provided the same goods and services for UN Agencies or International NGOs/Non-profit organizations/Embassies and medium to large multi-national corporations; produce proof of Good Credit Worthiness by a reputable reporting agency; must have qualified and experienced personnel that are conversant with automated reservation and ticketing systems; able to generate correct and transparent billing statements and deliver services promptly and effectively as per attached Terms of Reference;

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

The RFP includes the following documents:

- Section I. Instructions to Service Providers
- Section II. Technical Proposal – Standard Forms
- Section III. Financial Proposal – Standard Forms
- Section IV. Terms of Reference
- Section V. Vendor Information Sheet & Sample of Standard Form of Contract

The Proposals must be delivered by hand to IOM Abuja with office address at 55 Hassan Musa Katsina, Asokoro, Abuja on or before Monday 18th January 2021 at 10.00 hrs (Western Africa Time). No late proposal shall be accepted.

For further queries, please contact iomabujatenders@iom.int

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

Report any solicitation or suspected fraud to OIGIntake@iom.int or go to <https://weareallin.iom.int/reports>

IOM staff members shall not offer or promise any favour, gift, remuneration or any other personal benefit to another staff member or to any third party with a view to causing him or her to perform, fail to perform or delay the performance of any official act. Similarly, IOM staff members shall neither seek nor accept any favour, gift, remuneration or any other personal benefit from another staff member or from any third party in exchange for performing, failing to perform or delaying the performance of any official act.

Section II. Instructions to Service Providers

1. Introduction

- 1.1 Only short-listed Service Providers listed in the Letter of Invitation will be invited to 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 Service Provider.
- 1.2 Service Providers should familiarize themselves with local conditions and take them into account in preparing the proposal. Service Providers are encouraged to visit IOM before submitting a proposal and to attend a pre-proposal conference if is specified in Item 2.3. of this Instruction.
- 1.3 The Service Provider 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 Provider 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 Provider.
- 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 V. 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 three (3) 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 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 and IOM, shall be in English. All reports prepared by the contracted Service Provider shall be in English.
- 5.3 The Service Providers 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 must give particular attention to the following:
 - a) 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.
 - b) 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 5 (Section III).
 - a) A brief description of the Service Provider organization and an outline of recent experience on assignments of a similar nature (TPF 2). For each assignment, the outline should indicate the profiles of the staff proposed, duration of the assignment, contract amount, and firm's involvement.
 - b) Any comments or suggestions on the Terms of Reference to improve the quality/effectiveness of the assignment and on the data, list of services, and facilities to be provided by IOM (TPF-3). In this regard, unless the Service Provider clearly states otherwise, it shall be assumed by IOM that work required to implement any such improvements, are included in the inputs shown on the Service Provider staffing schedule.
 - 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 time schedule estimates of the total staff input (Professional and Support Staff, staff time needed to carry out the assignment, supported by a bar chart diagram showing the time proposed for each Professional and Staff team members. The schedule shall also indicate when experts are working in the project office and when they are working at locations away from the project office.

6.3 The technical proposal shall not include any financial information.

7. Financial Proposal

- 7.1 In preparing the Financial Proposal, Service Providers 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 2 (Section IV).
- 7.2 IOM is tax exempted. Taxes shall not be included in the sum provided in the Financial Proposal as this will not be evaluated.
- 7.3 Service Providers/ Consulting Firms shall express the price of their services in Nigerian Naira (NGN)
- 7.4 The Financial Proposal shall be valid for 90 calendar days. During this period, the Service Provider is expected to keep available the professional staff for the assignment. 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.
- 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 Consultant.

- 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 consultant 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 Financial Proposal 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/ Consulting Firms 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 Provider 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 thirty (30) 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. Each responsive proposal shall be given a technical score. 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.
- 10.4 The technical proposals of Service Providers shall be evaluated based on the following criteria and sub-criteria:

CRITERIA	POINT
Specific experience of the Service Providers relevant to the assignment:	
a) Minimum 5 years of experience in corporate specialization in Travel Management Services and an accredited IATA Travel Agency	10
b) Evidence of accredited IATA Travel Agency duly licensed in the country	5
c) Maintains a satisfactory track record in serving United Nations Agency/International Organizations/Embassies and medium to large multi-national corporations	5

d) Evidence of satisfactory track record. Minimum 3 reference letters	15
e) Certificate of Incorporation from the Corporate Affairs Commission (CAC)	5
f) TIN Tax Identification Number	5
g) Ability to respond within 2 (two) hours	5
Key professional staff qualifications and competence for the assignment:	
a) One (1) 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;	5
b) At least two (2) 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	10
c) Clear company organizational structure with qualified ticketing agents evidenced by track records in their CVs	5
Evidence that The Service Provider have a minimum average annual turnover of minimum USD 4 Million during the past 3 years.	10
Have an established credit line with all local airlines with sufficient funds to accommodate bulks of booking requests on a daily basis.	10
Evidence of number of office locations, national and international (Office located in Abuja and Lagos are mandatory)	10
TOTAL	100

The minimum technical score 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 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 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.

12. Negotiations

- 12.1 The aim of the negotiation is to reach agreement on all points and sign a contract. The expected date and address for contract negotiation is 1st February 2021
- 12.2 Negotiation will include: a) discussion and clarification of the Terms of Reference (TOR) and Scope of Services; b) Consideration of number of man-months and the personnel to be assigned to the job c) Discussion on the services, facilities and data, if any, to be provided by IOM; d) Discussion on the financial proposal submitted by the Service Provider; and e) Provisions of the contract. IOM shall prepare minutes of negotiation which will be signed both by IOM and the Service Provider
- 12.3 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 Firm may be disqualified. Any proposed substitution shall have equivalent or better qualifications and experience than the original candidate.
- 12.4 All agreement in the negotiation will then be incorporated in the description of services and form part of the Contract.
- 12.5 The negotiations shall conclude with a review of the draft form of the Contract which forms part of this RFP (Section VI). To complete negotiations, IOM and the Service Provider shall initial the agreed Contract. If negotiations fail, IOM shall invite the second ranked Service Provider 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 with the Highest Rated Responsive Proposal. Thereafter, the IOM shall promptly notify other Service Providers 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/ Consulting Firm is expected to commence the assignment on 1st March 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 III. Technical Proposal Standard Forms

TPF-1: Technical Proposal Submission Form

[Location, Date]

To: *[Chairperson Name and address of IOM Mission]*

Ladies/Gentlemen:

We, the undersigned, offer to provide the Services for *[insert Title of 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-2A: Service Provider's Organization

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

TPF-2B - Service Provider's Experience

**Relevant Services Carried Out in the Last Five Years
That Best Illustrate Qualifications**

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

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

Firm's Name: _____

TPF-3: Comments and Suggestions of Service Providers on the Terms of Reference and on Data, Services, and Facilities to be Provided by IOM

A. On the Terms of Reference:

[The Service Provider should present and justify here any modifications or improvement to the Terms of Reference that they are proposing to improve performance in carrying out the assignment (such as deleting some activity you consider unnecessary, or adding another, or proposing a different phrasing of the activities). Such suggestions should be concise and to the point, and incorporated in the Service Provider's Proposal.]

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

B. On the data, services, and facilities to be provided by IOM:

[Comment here on counterpart staff and facilities to be provided by IOM according to Paragraph 1.6 of Section II – Instructions to Service Providers, including administrative support, office space, local transportation, equipment, data, etc.]

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

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 IV. Financial Proposal - Standard Forms

FPF-1: Financial Proposal Submission Form

[Location, Date]

To: *[Name of Chairperson and address of IOM Mission]*

Ladies/Gentlemen:

We, the undersigned, offer to provide the consulting services for *[insert Title of consulting services]* in accordance with your Request for Proposal (RFP) dated *[insert date]* and our Proposal (Technical and Financial Proposals). Our attached Financial Proposal is for the sum of *[Amount in words and figures]*. This amount is exclusive of the local taxes, which we have estimated at *[Amount(s) in words and figures]*.

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: Summary of Costs (Standard Quotation Format) Service Fee per each issued ticket*

DOMESTIC TICKET (95% of the request)			
Service Requested	Quantity	Unit	Service Fee (NGN)
Per Domestic Flight Booked (One Leg)	1	ticket	
Per Domestic Flight Booked (Return)	1	ticket	
Per Canceled Flight Within 24 Hours and Outside 24 Hours	1	ticket	
Per Ticket Rebooked	1	ticket	
No Show Charged	1	ticket	
INTERNATIONAL TICKET (5% of the request)			
Service Requested	Quantity	Unit	Service Fee (NGN)
Per International Flight Booked (One Leg)	1	ticket	
Per International Flight Booked (Return)	1	ticket	
Per Canceled Flight Within 24 Hours and Outside 24 Hours	1	ticket	
Per Ticket Rebooked	1	ticket	
No Show Charged	1	ticket	

REMARKS: *Service Fee is what IOM will pay in addition to the cost of the actual ticket as charged by the airline.

Section V. Terms of Reference

Terms of Reference

Provision of Travel Management Services for IOM on the basis of Long-Term Agreement (LTA)

A. Background and General Considerations

1. Background

In order to achieve time and cost efficiency while ensuring outstanding quality of service, IOM Nigeria Office envisages entering into one Long Term Agreement (LTA) with one qualified Travel Agency with 1st ranked bids 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.

The average annual volume of domestic air tickets procured by the IOM Nigeria Office during **2019 and 2020 amounts to approximately USD 1,000,000** . Ticketing volume in the years to come is expected to remain at comparatively similar levels or higher. However, any agreement resulting from this Request for Proposal carries with it no guarantee of future business levels.

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:

- 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;

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 proposer 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.

4. Scope of Services and Expected Outputs

The successful Travel Agency shall provide products and services to the IOM from **08:00** addition, the Travel Agency shall provide

full, prompt, accurate and expert travel **to 17:30 during working days. In 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 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 three (3) alternative routings/quotations for consideration;
- For wait-listed bookings, the Travel Agency shall provide regular daily feedback on status of the flight;
- 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 printed e-tickets 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 travelers 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 travelers, upon booking confirmation, of flight/ticket restrictions, involuntary stop-overs, and other inconveniences of the itinerary and provide required documentation for travels;
- The Travel Agency shall promptly notify travelers 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

- The Travel Agency shall process duly authorized flight changes /cancellations when and as required;

- The Travel Agency shall immediately process airline refunds for cancelled unutilized pre-paid tickets and credit these to IOM as expeditiously as possible;
- The Travel Agency shall refund tickets within one (1) month;
- The Travel Agency shall limit refund charges at airline rate only, i.e. no additional charges will accrue to the Travel Agency;
- The Travel Agency shall absorb cancellation and/or change reservation date charges which are due to no fault of the IOM or the traveler;
- The Travel Agency shall report back to IOM on the status of ticket refunds.

5) Supplier Relations

- The Travel Agency shall not favour any particular air carrier when making reservations;
- The Travel Agency shall maintain excellent relations with all air carriers for the benefit of the IOM.

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;
- Regular meetings between senior management 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 Level Agreement between the parties.

7) Providing 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) Providing 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.

Optional Services Requirement

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	<ul style="list-style-type: none"> For confirmed bookings via itinerary within two hours of request; For wait listed bookings via regular updates every two days;
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	3 working days before departure date
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
	Clarity	Ability to deliver product or service on or before promised date	<u>10 working days</u> before travel date
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

Product / Service	Performance Attribute	Definition	Standard / Service Level
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; No. of personal travels booked through the travel agent;
7. Problem Solving	Refunds	Ability to process and obtain ticket refunds on a timely basis	Within one week from date of cancellation
	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 Proficient 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	The Travel Agent(s) should provide travel services from 8.30 am to 17.30 p.m during working days. In addition, Travel Agent(s) shall provide for 24 hours a day emergency service, as well as for services

Product / Service	Performance Attribute	Definition	Standard / Service Level
			during weekends and official holidays where emergency travel service is required. <ul style="list-style-type: none"> ▪ Zero complaints that no one was around to answer calls.
11. IOM Travel Policy	Adherence to IOM	Knowledge of IOM Travel Policy and secure reservations only in compliance with it	<ul style="list-style-type: none"> ▪ Send 3 options for each request (if available) which are most direct & economical routes

C. Contractual and Institutional Arrangements

7. Contract Parameters

IOM envisages entering into an agreement with one 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 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 and inbound arrival 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 08:30 and 17:30 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 **two 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 minimum three options 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 USD, disaggregated by ticket fare, taxes, service fee and other charges if applicable.

The IOM representative shall select the acceptable 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 invoice accompanied by itemized itinerary to the designated representative of the IOM at the end of each month for all services provided to the IOM during that month;
- The invoice shall be issued in the currently of the contract;
- The itemized itinerary shall be disaggregated by ticket fare, different type of taxes, service fee and other charges (if applicable);
- Within 14working days after receiving of the invoice, the IOM shall effect 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 shall have the following minimum

- Legal registration with relevant

contracted to serve the needs of the IOM eligibility criteria:

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 6 Million 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 and ticket printing facilities;
- 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. IOM has the right to reject the newly nominated travel expert if found to be not competent enough to handle the management of the travel services. 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 always have a contingency replacement plan to be enforced during periods of illness and vacations of its personnel in order to maintain full service under the contract.

Section VI – Contract for Services

SERVICE AGREEMENT
Between
the International Organization for Migration
And
[Name of the Service Provider]
On
[Type of 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: *[add or delete as required]*

- (a) **Annex A – Bid result or Quotation Form or Commercial proposal**
- (b) **Annex B – Vendor Information Sheet**
- (c) **Annex C – Accepted Notice of Award (NOA) if BID is done**
- (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 *[Indicate the service provider business hours which should at least on the minimum cover IOM hours 7.00 to 7.00]* . For services outside the specified service provider Business hours, the after-hours fee indicated in Article 3.1 shall apply. 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 *[indicate]* 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 contacts (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 Chief of Mission 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 [currency code] [amount in numbers] [amount in words], which is the total charge to IOM:

- (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 within [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 [change time frame as applicable]. 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 [specify duration] days, irrespective of whether the airline has processed the refund or not. 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 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 [insert number of days in numbers – 30 days is recommended] ([write figure in words]) days after IOM's receipt and approval of the invoice. Payment shall be made in [Currency code] by [bank transfer] to the following bank account: [insert the Service Provider's bank account details].
- 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.

4. Warranties

- 4.1 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) It shall abide by the highest ethical standards in the performance of this Agreement, which includes not engaging in any discriminatory or exploitative practice or practice inconsistent with the rights set forth in the Convention on the Rights of the Child;
 - (i) 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.

- (j) 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.
- (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.

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 destroy, 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 present 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. Failure to comply with (a)-(d) shall constitute grounds for immediate termination of this Agreement.

4.4 The above warranties shall survive the expiration or termination of this Agreement.

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 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/Non-Performance

- 6.1 If, for any reason, the Service Provider does not carry out or is not able to carry out its obligations under this Agreement, it must give notice and full particulars in writing to IOM as soon as possible. In the case of delay or non-performance, IOM reserves the right to take such action as in its sole discretion is considered to be appropriate or necessary in the circumstances, including imposing penalties for delay or terminating this Agreement.
- 6.2 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*, such as civil disorder, military action, natural disaster and other circumstances which are beyond the control of the Party in question. In such event, the Party will give immediate notice in writing to the other Party of the existence of such cause or event and of the likelihood of delay.

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, partner, 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: [Name of IOM contact person]

[IOM's address]

Email: [IOM's email address]

[Full name of the Service Provider]

Attn: [Name of the Service Provider's contact person]

[Service Provider's address]

Email: [Service Provider's email address]

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 terminate this Agreement at any time, in whole or in part.

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. Other

amounts paid in advance, or applicable for cancelled tickets or other services, if any, will be returned to IOM within 7 (seven) days from the date of termination.

17.3 Upon any such termination, the Service Provider shall waive any claims for damages including loss of anticipated profits on account thereof.

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. Special Provisions (Optional)

Due to the requirements of the Donor financing the Project, the Implementing Partner shall agree and accept the following provisions:

[Insert all donor requirements which must be flown down to IOM’s implementing partners and subcontractors. In case of any doubt, please contact LEGContracts@iom.int]

20. Final clauses

21.1 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.

21.2 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.

Signed in duplicate in English, on the dates and at the places indicated below.

For and on behalf of

The International Organization
for Migration

For and on behalf of

[Full name of the Service Provider]

Signature

Name

Position

Date

Place

Signature

Name

Position

Date

Place