

BIDDING DOCUMENTS

(PROCUREMENT OF GOOD AND SERVICES)

IOM Nigeria

FLIGHT TICKETING and BOOKING SERVICES

ITB NO: NG10-19

Prepared by



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

28 OCTOBER 2019
IOM Nigeria
No.11 Haile-Selassie Street
Asokoro, Abuja



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

INVITATION TO BID

ITB No.: NG10-19_Flight Tickets

28th October 2019.

The **International Organization for Migration (IOM)** is an intergovernmental organization established in 1951 and is committed to the principle that humane and orderly migration benefits both migrants and society.

The Bids and Awards Committee (BAC) IOM Mission in Nigeria is inviting interested certified suppliers in Nigeria to submit “Bids” for “**Flight ticketing and Booking Services for one (1) year**”

This Invitation for Bids is open to all accredited IATA Travel Agency duly licensed in the country, with minimum 5 years of experience, based in Abuja or other states in Nigeria. Bidders must have at least provided the same goods and services for UN Agencies or International NGOs/Non-profit organizations.

A complete set of Bidding Documents can be downloaded from our official website <http://nigeria.iom.int/current-tenders> from 28th October 2019.

Logistics & Procurement Unit
International Organization for Migration
Mission in Nigeria

Table of Clauses

1. Content of the Bidding Document	4
2. Scope of the Bid	4
3. General Conditions.	4
4. Schedule of the Bidding	4
5. Bid Prices & Official Currency	5
6. Period of Validity of the Bids	5
7. Cost of the Bidding	5
8. Eligible Bidders	5
9. Corrupt, Fraudulent, Collusive and Coercive Practices.	6
10. Conflict of interest	6
10. Clarification Pertaining to the Bidding Documents.	7
11. Amendment to the Bidding Documents.	7
12. Official Language of the Bidding Process	7
13. Submission of Bids & Use of Official Bid Template.	7
14. Clarification of Bids	8
15. Evaluation of Bids.	8
16. Notification of Award & Performance Guarantee.	8
17. Confidentially	8

Annexes

Annex I: Quotation Form

Annex II: Official Bid Template

Annex III: ToR

Annex IV: Code of Conduct for Vendor

Annex V: Vendor Information Sheet

Annex VI: Standard format of CV (*Kindly share CV's using only related experiences on your template*)

Annex VII: Per - forma contract

Instructions to Bidders

1 Content of the Bidding Document

- 1.1 The following documents shall comprise the Official Bidding Documents (hereinafter referred to as the “Documents”):
 - 1.1.1 Invitation to Bid
 - 1.1.2 Instruction to Bidders
 - 1.1.3 Terms of Reference
 - 1.1.4 Official Bid Template
 - 1.1.5 Code of Conduct for vendor
 - 1.1.6 Bidder Certification
 - 1.1.7 Vendor Information Sheet

- 1.2 Bidders are expected to fully read and examine the contents of all the documents comprising the Official Bidding Documents and must fully comply with all the requirements set forth in the Documents. IOM reserves the right to reject and or all bids that do not comply with any provision in the “Document”.

2. Scope of the Bid

- 2.1 IOM invites bidders to submit bids for Framework Agreement for Flight ticketing and Booking Services for one (1) year. The scope of the LTA is provided in Terms of Reference (ToR) Annex I of this document.

3 General Conditions

- 3.1 All bidders must provide proof of registration with relevant government agency granting them permit to perform the works and services they are bidding for in this Project. All bidders must provide detail proofs of ongoing works or services and recently completed works and services with value /year of completion along with up to date list of personnel and equipment you intend to make available for this project.

- 3.2 All bidders must provide the list of qualified staff with CV, (including experience of each staff). They have to indicate the ones they intend to put on this activity.

- 3.3 Bidders must fully comply with all documentary requirements and must submit all documents required in this instruction or any succeeding correspondence after issuance of this instruction. IOM reserves the right to reject the bid of any bidder that fails to comply with this condition.

4 Schedule of the Bidding

The tentative schedule of bidding is as follows:

Publication of the Invitation	- 29 th October 2019
Distribution of Instruction to Bidders	- 29 th October 2019 – 31 st October 2019
Submission of Bids	- 8 th November 2019– 12 NOON
Opening of the Bids	- 11 th November 2019 – 9:00AM
Target Awarding Date	- 20 th November 2019
Target Date for Signature of the LTA	- 28 th November 2019
Target Date of the Start of the LTA	- 1 st December 2019

The schedule above is tentative. IOM may, at its own discretion, adjust the dates above without informing the bidders.

5 Bid Prices & Official Currency

- 5.1 The Bidder is advised to use the Official Bid Template provided with this Instruction, to summarize their official bid and can use their own easy to interpret template to provide price schedules. IOM reserves the right to reject any or all bids that do not comply with this bid preparation instruction.
- 5.2 The price offered for this bidding shall cover all expenses related to this LTA. The amount quoted by the Bidder shall be fixed during the Bidder's performance of the contract and not subject to variation on any account.
- 5.3 All bids must be in (NGN) Nigerian Naira.

6 Period of Validity of the Bids

- 6.1 Bids shall remain valid for a period of at least 90 days from the date of bid opening prescribed in this document. IOM reserves the right to reject any or all bids that do not comply with this requirement.
- 6.2 In exceptional circumstances, prior to expiry of the bid validity, IOM may request that the bidders extend the period of validity for a specified additional period of 30 days. The request and the bidders' responses shall be made in writing.

7 Cost of the Bidding

- 7.1 Bidders shall bear all costs associated with the preparation and submission of their bid. IOM shall not bear any responsibility and shall not be held in liability for any cost the Bidders may incur while preparing their bid, regardless of the outcome of the bidding process.

8 Eligible Bidders

- 8.1 Only Suppliers that are determined to be qualified shall be considered for award. The Supplier shall fill up and submit the standard IOM Vendor Information Sheet (VIS) (Annex V) to establish their eligibility together with the Quotation.
- 8.2 Government-owned enterprises in Nigeria may participate only if they are legally and financially autonomous, if they operate under commercial law, and if they are not a beneficiary of IOM. Bidders shall not be under a declaration of ineligibility for corrupt, fraudulent and coercive practices issued by IOM in accordance with ITB Clause 9.
- 8.3 Bidders shall not be involved in terrorist act/criminal activities or associated with individuals and/or entities associated with terrorist act/criminal activities. For this purpose, Bidders shall not be included in the proscribed list of individuals and/or entities as contained in the 1267 Committee of the UN Security Council Counter Terrorism Committee (CTC).
- 8.4 Bidders must submit, as an integral part of their Official Bid, a properly filled out IOM Vendor Information Sheet (VIS) – Annex V, and all the documents required in page 2 of the VIS form.
- 8.5 The documentary evidence of the Bidder's eligibility to bid shall establish to IOM's satisfaction that the Bidders are eligible to participate to the bidding`. IOM reserves the right to ask the Bidders to submit additional documents to enable IOM to fully evaluate the eligibility of the bidder.

9 Corrupt, Fraudulent, Collusive and Coercive Practices

IOM requires that all IOM staff and bidders to observe the highest standard of ethics during procurement and execution of all contracts. IOM shall reject any Bids 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 document, IOM defines, for the purposes of this provision, the terms set forth below as follows:

- 9.1.1 “Corrupt practice” means the offering, giving, receiving or soliciting directly or indirectly anything of value to influence the action of the Procuring/Contracting Entity in the procurement process or in contract execution;
 - 9.1.2 “fraudulent practice” is any acts 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;
 - 9.1.3 “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 benefit;
 - 9.1.4 “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 after the execution of a contract.
- 9.2 IOM will reject a proposal for award if it determines that the Bidder recommended for award has engaged in corrupt, fraudulent, collusive or coercive practices in competing for the contract in question.

10 Conflict of Interest

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.

11 Clarification of Pertaining to the Bidding Documents

- 11.1 All clarification regarding any provision/item in the bidding document should be sent in writing through mmaina@iom.int and rsemlek@iom.int. IOM will respond in writing to requests for clarification received not later than 2 days before the deadline of the submission to bids. IOM shall circulate to all bidders, the questions/clarification request and its answers.

12 Amendment of the Bidding Documents

- 11.1 At any time prior to the deadline for submission of bids, IOM, for any reason, whether at its own initiative or in response to a clarification requested by a prospective Bidder, may modify the bidding documents by amendment.
- 11.2 All prospective bidders that have received the bidding documents will be notified of the amendment in writing and will be binding on them.
- 11.3 In order to allow prospective bidders reasonable time in which to take the amendment into account in preparing their bids, IOM, at its discretion, may extend the deadline for the submission of bids.

12 Official Language of the Bidding Process

- 12.1 English shall be the official language for this bidding process. All bidding documents, bids and correspondence, reports shall be in English. At IOM's discretion, some documents/correspondence may be translated to French. However, in case there will be discrepancies between the English and French versions of the documents/correspondence, the English version shall prevail.

13 Submission of the Bids and Use of the Official Bid Form

- 13.1 Bidders shall be provided with soft copy of the Official Bid Template (Annex 2) of this document. IOM reserves the right to reject any or all bids that do not comply with this requirement.
- 13.2 **Bidders must submit the original copies of the bids composed of the Official Bid (using the Annex 2), Bidder's Certification (Annex III), Vendor Information Sheet (Annex V), Profile of the Company and CV's of the bidding company's officials and proposed focal Person. Hard copies of the bids must be placed in sealed envelopes and sent on or before 12 NOON 8th November 2019:**

Envelop should be marked as: **Framework Agreement for Flight Ticketing and Booking Services: ITB NO: NG10-19_Flight Ticketing**

REF: ITB NG10-19_Flight Ticketing and Bookings
Procurement and Logistics Unit
International Organization for Migration
No.11 Haile-Selassie Street
Asokoro, Abuja

IOM Nigeria reserves the right to reject any or all bids that are received after the deadline set in item 13.2 above.

14 Clarification of the Bids

- 14.1 During the evaluation of the bids, IOM may, at its discretion, ask the Bidder for a clarification of its bid. The request for clarification and the response shall be in writing, and no change in the prices or substance of the bid shall be sought, offered, or permitted.
- 14.2 No Bidder shall contact IOM on any matter relating to its bid, from the time of the bid opening to the time the contract is awarded. If the Bidder wishes to bring additional information to the notice of IOM, it should do so in writing.
- 14.3 Any effort by a Bidder to influence IOM in its decisions on bid evaluation, bid comparison, or contract award may result in the rejection of the Bidder's bid.

15 Bids Evaluation

15.1 IOM shall award the contract to the bidder that offers the most favorable bid to IOM. Specifically, bids shall be evaluated using the following factors:

Prices Offered	– 30%
Experience and Staff	– 30%
Compliance to IOM requirement	– 30%
Payment Terms	– 10%

15.2 IOM reserves the right to accept or reject any or all bids, and to annul the bidding process any time prior to contract award, without thereby incurring any liability to the affected bidders or any obligation to inform the affected bidders of the grounds for IOM's action.

16 Notification of Award and Performance Guarantee

16.1 IOM shall issue a Notice of Award (NOA) to the winner of the bidding. A formal contract shall be signed between IOM and the Contractor within 8 calendar days after the Contractor accepts the NOA.

17. Confidentiality

14.1.1 Information relating to the evaluation of proposals and recommendations concerning awards shall not be disclosed to the Service Provider/ Consulting Firm who submitted Proposals or to other persons not officially concerned with the process. The undue use by any Service Provider/ Consulting Firm 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.

Annex I.

Date: 28.10.2019

REQUEST FOR QUOTATION (RFQ) ANNEX 1

The International Organization for Migration (IOM) is an intergovernmental organization established in 1951 and is committed to the principle that humane and orderly migration benefits both migrants and society – please visit www.iom.int.

In the framework of the IOM Nigeria programs, the IOM invites interested Service Providers to submit Quotations for the below services:

Item No	Item Description	Unit	QUANTITY
1	PER LOCAL FLIGHT BOOKED ONE LEG	LUMPSUM	1
2	PER LOCAL FLIGHT BOOKED RETURN	LUMPSUM	1
3	PER CANCELLED FLIGHT WITHIN 24 HOURS AND OUTSIDE 24 HOURS	LUMPSUM	1
4	PER TICKET REBOOKED	LUMPSUM	1
5	NO SHOW CHARGE	PAX	1

All prices must exclude VAT (IOM is TAX Exempted Organization. Quote must be valid at least within thirty (30) calendar days from the date of quotation. Delivery timelines and Payment terms should be clearly stated in the quotation.

Please ensure that all prices quoted on this RFQ are valid for a period of 12 months. The duration for the Long-term Agreement will be for 12 months period which could be renewable.

Quotations shall be submitted as indicated the ITB Document on or before **4pm, on 8th November, 2019** IOM Asokoro Office 11 Haile-salassie Street Abuja and all enquiries to rsemlek@iom.int or nmaina@iom.int as per the bidding schedule. later Quotations will not be accepted.

IOM reserves the right to accept or reject any quotation, and to cancel the procurement process and reject all quotations at any time prior to award of Purchase Order, without thereby incurring any liability to the affected Supplier/s or any obligation to inform the affected Supplier/s of the ground for IOM's action.

The quotation should include;

Payment terms

Completion period

Bank details

Annex III.

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 air tickets procured by the IOM Nigeria Office during 2018 and 2019 amounts to approximately **USD 350,000**. 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;
- b. 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.

5. Scope of Services and Expected Outputs

The successful Travel Agency shall provide full, prompt, accurate and expert travel products and services to the IOM from 08:30 to 17:30 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 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</u> obtainable fare.
	Good value indicated by price Willingness to assist IOM to negotiate preferred rates and	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
			concessions
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	<ul style="list-style-type: none"> ▪ 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 VAT 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 XX working 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 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 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.



FPU.SF-
19.6



ANNEX IV_IOM
Nigeria Vendor Cod

ANNEX V.

VENDOR INFORMATION SHEET (VIS)

Name of the Company _____

Address Leased Owned Area: _____sqm

House No _____

Street Name _____

Postal Code _____

City _____

Region _____

Country _____

Contact Numbers/Address

Telephone Nos. _____ Contact Person: _____

Fax No. _____

E mail Address _____ Website: _____

Location of Plant/Warehouse Leased Owned Area: _____sqm

Business Organization Corporation Partnership Sole Proprietorship

Business License No.: _____ Place/Date Issued: _____ Expiry Date _____

No. of Personnel _____ Regular _____ Contractual/Casual _____

Nature of Business/Trade

Manufacturer Authorized Dealer Information Services

Wholesaler		Retailer		Computer
Hardware				
Trader	<input type="checkbox"/>	Importer	<input type="checkbox"/>	Service Bureau
<input type="checkbox"/> Site Development/ Construction	<input type="checkbox"/>	Consultancy	<input type="checkbox"/>	Others _____ _____

Number of Years in business: _____

Complete Products & Services

Payment Details

Payment Method	<input type="checkbox"/>	Cash	<input type="checkbox"/>	Check	<input type="checkbox"/>	Bank Transfer	<input type="checkbox"/>	Others
Currency	<input type="checkbox"/>	Loc.Currency	<input type="checkbox"/>	USD	<input type="checkbox"/>	EUR	<input type="checkbox"/>	Others
Terms of Payment	<input type="checkbox"/>	30 days	<input type="checkbox"/>	15 days	<input type="checkbox"/>	7 days upon receipt of invoice		
Advance Payment	<input type="checkbox"/>	Yes	<input type="checkbox"/>	No	<input type="checkbox"/>	% of the Total PO/Contract		

Bank Details:

Bank Name	_____
Bldg and Street	_____
City	_____
Country	_____
Postal Code	_____
Country	_____
Bank Account Name	_____
Bank Account No.	_____
Swift Code	_____
Iban Number	_____

Key Personnel & Contacts (Authorized to sign and accept PO/Contracts & other commercial documents)

Name	Title/Position	Signature
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

Companies with whom you have been dealing for the past two years with approximate value in US Dollars:

Company Name	Business Value	Contact Person/Tel. No.
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

Have you ever provided products and/or services to any mission/office of IOM?

- Yes
 No

If yes, list the department and name of the personnel to whom you provided such goods and/or services.

Name of Person	Mission/Office	Items Purchased
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

Do you have any relative who worked with us at one time or another, or are presently employed with IOM? If yes, kindly state name and relationship.

_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

Trade Reference

Company	Contact Person	Contact Number
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

Banking Reference

Bank	Contact Person	Contact Number
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

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

REQUIREMENTS CHECK LIST

Please submit the following documents together with the Information Sheet:

No.	Document	For IOM use only	
		Submitted	Not Applicable
1	Company Profile (including the names of owners, key officers, technical personnel)		
2	Company's Articles of Incorporation, Partnership or Corporation, whichever is applicable, including amendments thereto, if any.		
3	Certificate of Registration from host country's Security & Exchange Commission or similar government agency/department/ministry		
4	Valid Government Permits/Licenses		
5	Audited Financial Statements for the last 3 years*		
6	Certificates from the Principals (e.g. Manufacturer's Authorization, Certificate of Exclusive Distributorship, Any certificate for the purpose, indicating name, complete address and contact details)		
7	Catalogues/Brochures		
8	List of Plants/Warehouse/Service Facilities		
9	List of Offices/Distribution Centers/Service Centers		
10	Quality and Safety Standard Document / ISO 9001		
11	List of all contracts entered into for the last 3 years (indicate whether completed or ongoing) *		
12	Certification that Non-performance of contract did not occur within the last 3 years prior to application for evaluation based on all information on fully settled disputes or litigation		
13	For Construction Projects: List of machines & equipment (include brand, capacity and indication if the equipment are owned or leased by the Contractor)		

* For Competitive Biddings, number of years may increase depending on the estimated contract amount.

** Indicate if an item is not applicable. Failure to provide any of the documents mentioned above will result in automatic "failed" rating. I hereby certify that the information above are true and correct. I am also authorizing IOM to validate all claims with concerned authorities.

Received by:

Signature

Signature

Printed Name

Printed Name

Position/Title

Position/Title

Date

Date

FOR IOM USE ONLY

Purchasing Organization _____
Account Group _____

Industry 001 002 003

where 001 - Transportation related to movement of migrants
002 - Goods (e.g. supplies, materials, tools)
003 - Services (e.g. professional services, consultancy, maintenance)

Vendor Type Global Local

Annex VI.

IOM office-specific Ref. No.:	
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
Travel Agency 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

- 1.1 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.
- 1.2 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 2 (two) 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 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 (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 [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 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 [insert number of days in numbers – 30 days is recommended] ([write figure in words]) 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].

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

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 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. 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 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/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 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 terminate or suspend 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.

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. Final clauses

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.

20.3 This Agreement is made in English. In case of discrepancy between the language versions, the English version shall prevail.

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
[service provider Name]

Signature

Signature

Name: XXXXXXXX

Position:

Date:

Place:

Name: XXXXXXXX

Position:

Date:

Place:

