

# **REQUEST FOR PROPOSALS**

(PROCUREMENT OF SERVICES)

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## **SERVICES FOR**

*Provision of Travel Management Services for  
IOM Election Support Unit (ESU) Projects*

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**Prepared by**  
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Brussels*



International Organization for Migration (IOM)  
The UN Migration Agency

**REQUEST FOR PROPOSALS**  
**Ref n. RO.21/OL/MB/320 (Outgoing Letter CHRON)**

**Mission:** *IOM Regional Office for the European Economic Area, the EU and NATO in Brussels, Belgium*

**Project Name:** *IOM Election Support Unit (ESU) Projects*

**Title of Services:** *Provision of Travel Management Services for IOM Election Support Unit (ESU) Projects on the basis of a Long-Term Agreement (LTA)*

## Request for Proposals

The International Organization for Migration (hereinafter called **IOM**) intends to hire a Service Provider for the Provision of Travel Management Services to the Election Support Unit (hereinafter called **ESU**) of the IOM Regional Office for the EEA, the EU and NATO, Brussels, Belgium, for which this Request for Proposals (RFP) is issued.

IOM invites Service Providers to provide Technical and Financial Proposals for the services outlined in this RFP and its annexes, for Support to the IOM ESU related projects. The required services include, but are not limited to, the following:

- Dedicated staff to handle IOM ESU's travel requests
- Reservation and Ticketing
- Provision of Airfares and Airline Routings/Itineraries
- Provision of Travel Information/Advisories
- Tickets Cancellation, Rebooking and Refunds
- Emergency Services 24h (including weekends and holidays)
- Relations with Airlines and other suppliers
- Services Quality Control and continuous improvements
- Providing an interface with major Airlines to get the best corporate deals
- Providing flight data for the calculation of Carbon Emission upon request

More details on the services are provided in the attached Terms of Reference (ToR). The Service Provider will be selected under quality/cost-based selection procedures described in this RFP and it is intended to enter into a zero-value Long Term Agreement (hereinafter referred to as the "Contract") for two years. An extension of the Contract for two additional years can be agreed upon with the expressed agreement of both parties at the end of the first 2-year cycle. Specific orders will then be issued for each specific assignment and pricing will be based on the technical and financial proposal.

This 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. Pro-Forma Service Agreement

Service Providers that intend to submit a Proposal are kindly required to acknowledge this Letter of Invitation by sending an e-mail to the following address [robrusselsprocurement@iom.int](mailto:robrusselsprocurement@iom.int) within 7 days from receipt of the Letter of Invitation.

The Proposals must be sent by e-mail to [robrusselsprocurement@iom.int](mailto:robrusselsprocurement@iom.int) and copying [gsolari@iom.int](mailto:gsolari@iom.int), [rtovazzi@iom.int](mailto:rtovazzi@iom.int) and [sspiliotopou@iom.int](mailto:sspiliotopou@iom.int) on or before **28<sup>th</sup> February 8:00 AM CET**. No late proposal shall be accepted. Request for clarifications can be submitted to the above indicated e-mail addresses at least 7 calendar days before the set deadline for the submission and receipt of Proposals. 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.

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

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## **Section I - Instructions to Service Providers**

- 1.1 Only eligible Service Providers as per Chapter E of Section IV. Terms of Reference (ToR) may submit a Technical Proposal and Financial Proposal for the services required. The proposal shall be the basis for contract negotiations and ultimately for a signed contract with the selected Service Provider.
- 1.2 Service Providers should familiarize themselves with local conditions and needs of the IOM ESU Projects, and take them into account in preparing the proposal. Service Providers are encouraged to visit the IOM ESU website (<https://eea.iom.int/election-support>) and the EU Foreign Policy Instrument webpage on election observation missions ([https://ec.europa.eu/fpi/what-we-do/election-observation-mission-democracy\\_en](https://ec.europa.eu/fpi/what-we-do/election-observation-mission-democracy_en)) before submitting a proposal.
- 1.3 The Service Providers' costs of preparing the proposal and of negotiating the contract, including visit/s to IOM, are not to be reimbursed as a direct cost of the assignment.
- 1.4 Service Providers shall not be hired for any assignment that would be in conflict with their prior or current obligations to other procuring entities, or that may place them in a position of not being able to carry out the assignment in the best interest of IOM.
- 1.5 IOM is not bound to accept any proposal and reserves the right to annul the selection process at any time prior to contract award, without thereby incurring any liability to the Service Providers.
- 1.6 IOM shall provide at no cost to the Service Provider the necessary inputs needed to carry out the services and make available relevant project data and report (see Section IV. Terms of Reference).

## **2. Corrupt, Fraudulent, and Coercive Practices**

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 anything 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**

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 IOM 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 services that are subject of the bid.

### **4. Clarifications and Amendments to the RFP Documents**

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 Service Providers who have acknowledged the Letter of Invitation.

Service Providers may request for clarification(s) on any part of the RFP. The request must be sent by standard electronic means and submitted to IOM at the email address indicated in the invitation at least 7 calendar days before the set deadline for the submission and receipt of Proposals. IOM will respond by standard electronic means to the said request and this will be made available to all those who have indicated interest in this RFP 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 including the following attachments:
  - Poof of registration to trade register;
  - Financial statements of the last 3 years;
  - Accreditation as IATA Travel Agency.
- 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 and other documents 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 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) If a Service Provider deems that it does not have all the expertise for the assignment, it may obtain a full range of expertise by associating with individual consultant(s) and/or other consultants or entities in a joint venture or sub-consultancy, as appropriate. Service Providers may associate with the other providers invited for this assignment or may enter into a joint venture with providers not invited, only with the approval of IOM. In case of a joint venture, all partners shall be jointly and severally liable and shall indicate who will act as the leader of the joint venture.

b) It is desirable that the majority of the key professional staff proposed is permanent employees of the firm or have an extended and stable working relationship with it.

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

a) A brief description of the Service Provider's organization and an outline of recent experience on assignments of a similar nature (TPF-2), if it is a joint venture, for each partner. The description should clarify how the Service Provider meets the eligibility criteria mentioned in chapter E of the ToR and how the Service Provider has the required capacity to deliver all services listed in the ToR. For each past experience/assignment, the outline should indicate key elements such as the profiles of the staff engaged, duration of the assignment, value of the tickets issued and/or contract amount, number of tickets issued, countries of destination, and client. This should normally consist of maximum five (5) pages.

b) A description of the approach, methodology including also a work plan for performing the assignment (TPF-3). This should normally consist of maximum five (5) pages including possible charts, diagrams, and comments and suggestions, if any, on the ToR.

c) The list of proposed staff by area of expertise, the position and tasks that would be assigned to each team member (TPF-4). It is expected that minimum 3 staff will be assigned to the contract: 1 Client Manager and 2 Travel Experts. The proposed staff should satisfy the requirements listed in the ToR.

d) Latest CVs of the proposed staff (TPF-5). Key information should include number of years working for the firm and degree of responsibility held in various assignments during the last three years.

6.3 The technical proposal shall not include any financial quote.

## 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 Form (from FPF-1 to FPF-2 - Section III).

7.2 The financial proposal should be net of VAT; IOM is exempted from VAT.

7.3. Service Providers shall express the price of their services in EUR.

- 7.4. The Financial Proposal shall be valid for 9 (nine) months. 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 Providers have 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 proposals shall be disqualified.
- 8.2. The Technical Proposal and the Financial Proposal should be sent in separate PDF files and titled respectively as “TECHNICAL PROPOSAL - Service Provider XXX” and “FINANCIAL PROPOSAL – Service Provider XXX”. The subject line of the submission emails should indicate: Service Provider XXX – Proposal for Provision of Travel Management Services to the ESU projects.
- 8.3. Proposals must be received by IOM at [robrusselsprocurement@iom.int](mailto:robrusselsprocurement@iom.int) and copying [gsolari@iom.int](mailto:gsolari@iom.int), [rtovazzi@iom.int](mailto:rtovazzi@iom.int) and [sspiliotopou@iom.int](mailto:sspiliotopou@iom.int), by the date and time indicated in the Letter of Invitation. Any Proposal submitted by the Service Provider after the deadline for receipt of Proposals prescribed by IOM shall be declared “Late” and may not be accepted by IOM. IOM will inform the concerned Service Provider accordingly.
- 8.4. After the deadline for the submission of Proposals, the Technical Proposals and their annexes shall be opened first by the IOM Bids, Evaluation and Awards Committee (BEAC)<sup>1</sup>. The Financial Proposals will be analyzed only if the Service Provider is considered eligible as per ToR and if the Technical Proposal obtains the minimum technical score of 70 points, according to the specifications set forth in subsection 10 of this RFP.

## **9. Evaluation of Proposals**

During the evaluation period, Service Providers that have submitted their Proposals are prohibited from making any kind of communication with any BEAC member regarding matters connected to their Proposals. Any effort by the Service Providers to influence IOM in the examination, evaluation, ranking of Proposal, and recommendation for the award of the Contract may result in the rejection of the Service Provider’s Proposal.

## **10. Technical Evaluation**

- 10.1. The BEAC shall evaluate the Technical Proposals on the basis of their responsiveness to the ToR, compliance to the requirements of the RFP and by applying evaluation criteria, sub criteria and point system. Each responsive proposal shall be given a technical score (Ts). The proposal with the highest score or rank shall be identified as the “Highest Rated Proposal”.

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<sup>1</sup> The BEAC is a committee established within the IOM Regional Office in Brussels, Belgium for the sole purpose of evaluating the proposals received under this RFP.



- 10.2 A proposal shall be rejected at this stage if it fails to achieve **the minimum qualifying technical score of 70 points** or if it does not respond to the minimum qualifications requirements listed in chapter E of the ToR.
- 10.3 The Technical Proposals of Service Providers shall be evaluated based on the following criteria and sub-criteria:

Criteria	Evaluation	
<b>1. Minimum qualifications requirement listed in chapter E of the ToR</b>		
The Service Provider is legally registered with relevant government entity	YES	NO
The Service Provider is an accredited IATA Travel Agency duly licensed in the country of registration	YES	NO
The Service Provider has a minimum average annual turnover of USD 2 million per year during the past 3 years	YES	NO
The Service Provider has minimum 10 years' experience, of which, 5 years' specialization in corporate Travel Management Services	YES	NO
<b>2. Specific past experience relevant to the assignment</b>		
<i>Total points for criterion 2</i>	<i>0-30</i>	
<b>3. Adequacy of the proposed organization, methodology and work plan in response to the ToR</b>		
3.1 Technical approach and methodology	0-20	
3.2 Staffing structure and set-up (how does this respond to the needs listed in the RFP and ToR)	0-20	
<i>Total points for criterion 3</i>	<i>0-40</i>	
<b>4. Qualifications and competences of the team proposed</b>		
4.1 Does the team proposed comply with minimum requirements as listed in chapter E of the ToR?	YES	NO
4.2 Qualifications and competences of the staff listed in TPF-4, 1 Client Manager/Technical/Managerial Staff	0-15	
4.3 Qualifications and competences of the staff listed in TPF-4, 2 Travel Experts and other Support Staff	0-15	
<i>Total points for criterion 4</i>	<i>0-30</i>	

The minimum technical score required to pass to the evaluation of the Financial Proposal stage is 70 Points.

## 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.
- 11.2 The BEAC shall determine the completeness of the Financial Proposal whether all the Forms are present and the items required to be priced are so priced.

- 11.3 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.
- 11.4 For the purpose of the Financial Evaluation, the BEAC will consider as the price of the Financial Proposal, the sum of the single fees listed in FPF-2 ( $A + B + C = \text{price of the Financial Proposal}$ ). The lowest Financial Proposal of the Service Providers which passed the qualifying technical score (Ts) shall be given a financial score (Fs) of 100 points. The financial scores (Fs) of the other Financial Proposals shall be computed based on the formula:

$$Fs = 100 \times FI / F$$

Where:

Fs is the financial score of the Financial Proposal under consideration,

FI is the price of the lowest Financial Proposal, and

F is the price of the Financial Proposal under consideration.

The proposals shall then be ranked according to their combined (Cs) technical (Ts) and financial (Fs) scores using the following weights: 60% to the Technical Proposal; 40% to the Financial Proposal.

$$\text{OVERALL SCORE} = Ts \times 60\% + Fs \times 40\%$$

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

## 12. Negotiations

- 12.1 The aim of the negotiation is to reach agreement on all points and sign a contract.
- 12.2 Negotiation will include: a) discussion and clarification of the ToR and Scope of Services; b) discussion and finalization of the methodology and work program proposed by the Service Provider; c) consideration of appropriateness of the personnel to be assigned to the job and schedule of activities; d) discussion on the services and data, if any, to be provided by IOM; e) discussion on the financial proposal submitted by the Service Provider; and f) provisions of the contract.
- 12.3 The financial negotiations will include clarification on the tax liability and the manner in which it will be reflected in the orders; it also will reflect the agreed technical modifications (if any) in the cost of the services. Unless there are exceptional reasons, the financial negotiations will not involve the proposed unit rates.
- 12.4 Having selected the Service Provider on the basis of, among other things, an evaluation of proposed key 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 may be disqualified. Any proposed substitution shall have equivalent or better qualifications and experience than the original candidate.

- 12.5 All agreements in the negotiation will then be incorporated in the description of services and form part of the Contract.
- 12.6 The negotiations shall conclude with a review of the draft form of the Contract which forms part of this RFP (Section V). To complete negotiations, IOM and the Service Providers shall sign the agreed Contract. If negotiations fail, IOM shall invite the second ranked Service Provider to negotiate a contract. If negotiations still fail, IOM shall repeat the process with the next-in-rank Service Providers until the negotiation is successfully completed.

### **13. Award of Contract**

- 13.1 Following successful negotiations, IOM shall promptly notify the other Service Providers, whose Technical Proposals were eligible, that they were unsuccessful.
- 13.2 The selected Service Provider is expected to be available to commence individual assignment(s) starting from the date of signature of the Contract and in any case no later than 7 (seven) calendar days after the signature of the Contract.

### **14. Confidentiality**

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

## **Section II – Technical Proposal Standard Forms**

### **TPF-1: Technical Proposal Submission Form**

*[Location, Date]*

To:

International Organization for Migration (IOM) Regional Office for the European Economic Area, the EU and NATO in Brussels

Attn.: RO Brussels - Procurement <ROBrusselsProcurement@iom.int>

40 Rue Montoyer

B-1000 Brussels

Ladies/Gentlemen:

We, the undersigned, offer to provide the Services for ***Provision of Travel Management Services for IOM Election Support Unit (ESU) Projects*** 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.

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

We remain,

Yours sincerely,

Authorized Signature:

Name and Title of Signatory:

Name of Firm:

Address:

## **TPF–2: Service Providers Organization**

*[Provide here a five pages description of the background and organization of your firm/entity; an outline of recent experience on assignments of a similar nature to those required in this RFP; if it is a joint venture, you should provide such description for each partner; the description should clarify how you meet the eligibility criteria mentioned in chapter E of the ToR and how you possess the required capacity to deliver all services listed in the ToR. For each past experience/assignment, the outline should indicate key elements such as the profiles of the staff engaged, duration of the assignment, contract amount, number of tickets issued, countries of destination, and client/s]*

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

*[The description of the approach, methodology and work plan should normally consist of five (5) pages, including charts, diagrams, and comments and suggestions, if any, on Terms of Reference]*

### TPF-4: Team Composition and Task Assignments

1. Client Manager/Technical/Managerial Staff [minimum 1 staff]		
Name	Position	Task

2. Travel Experts [minimum 2 staff] and other Support Staff		
Name	Position	Task

**TPF-5: Format of Curriculum Vitae (CV) for Proposed Staff (as per TPF-4)**

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.]*

\_\_\_\_\_

**Education:**

*[Summarize college/university and other specialized education of staff member, giving names of schools, dates attended, and degrees obtained.]*

\_\_\_\_\_

**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.]*

\_\_\_\_\_

**Languages:**

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

\_\_\_\_\_



## **Annexes to Technical Proposal**

Please attach:

- Poof of registration to trade register
- Financial statements of the last 3 years
- Accreditation as IATA Travel Agency

### **Section III. Financial Proposal - Standard Forms**

#### **FPF-1: Financial Proposal Submission Form**

*[Location, Date]*

To:

International Organization for Migration (IOM) Regional Office for the European Economic Area, the EU and NATO in Brussels

Attn.: RO Brussels - Procurement <ROBrusselsProcurement@iom.int>

40 Rue Montoyer

B-1000 Brussels

Ladies/Gentlemen:

We, the undersigned, offer to provide the expenditure verification services for ***Provision of Travel Management Services for IOM Election Support Unit (ESU) Projects*** in accordance with your Request for Proposal (RFP) dated *[insert date]* and our Proposal (Technical and Financial Proposals).

Our Financial Proposal shall be binding upon us subject to the modifications resulting from Contract negotiations, up to expiration of the validity period of **9 months** of the Proposal.

We acknowledge and accept the IOM right to verify 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, Terms of Reference (ToR), the Pro-Forma Service Agreement.

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: Unit price schedule in EUR**

The selected Service Provider will charge IOM a fixed transaction fee as set in the table below per each issued ticket and each change or cancellation of the ticket/itinerary, regardless of booking class and destination. The level of the service fees shall remain fixed for the whole duration of the Contract and shall apply for a whole (one way or return) itinerary per passenger, for each independent ticket issued (one way or return).

It is intended that the fee charged as per below table shall cover for all the services listed under sub-section C (Scope of Services, Expected Outputs and Performance Standards) of the ToR.

Receipt of request for quotation related to specific EU Election Missions do not bind IOM to proceed with a booking and no fee shall be charged for issuing a request for quotation. In case IOM decides not to proceed with the requested booking and does not provide authorization for issuing the tickets, IOM shall not be charged with any fee.

<b>Item</b>	<b>Description</b>	<b>Unit price in EUR</b>
A	Service fee for ticketing (trains and domestic flights) – applied to each whole itinerary for each individual passenger, per separate ticket issued	
B	Service fee for ticketing (international flights) – applied to each whole itinerary for each individual passenger, per separate air ticket issued	
C	Service fee for cancelling/changing airplane/train tickets – applied to each individual passenger and each ticket	

Authorized Signature:

Name and Title of Signatory:

## **Section IV. Terms of Reference**

### **A. Background and General Considerations**

In order to achieve time and cost efficiency while ensuring outstanding quality of service, IOM Regional Office for the EEA, the EU and NATO, Brussels, Belgium, envisages entering into a Long Term Agreement (LTA) with one qualified Travel Agency with 1st ranked bids for the ***Provision of Travel Management Services for IOM Election Support Unit (ESU) Projects*** for an initial period of two years with the option to extend for two additional years, subject to mutual agreements and a satisfactory performance evaluation. Signing of the LTA will not exclude the situation for IOM to procure travel management service from other vendors.

IOM Election Support Unit (ESU) projects comprise:

- EU Election Observation Missions (EOMs). Each EOM normally entails an average of 110 international flights with experts travelling from Europe and other countries of the world to the country where the EOM takes place. In average, the IOM Election Support Unit (ESU) manages 2 EOMs per year. Since 2019, IOM ESU managed EOMs in Pakistan, Nigeria, Tunisia, Ghana, Bolivia, and Zambia.
- Smaller election-related missions such as: EU Election Exploratory Missions (ExMs), EU Election Expert Missions (EEMs) and EU Election Follow-up Missions (EFMs). In average, the IOM ESU manages an average of 10 ExM/EFM/EEM per year; each of such mission foresees in average 4 international flights with experts travelling from Europe and other countries of the world to the country where the ExM/EFM/EEM takes place. Since 2019, IOM ESU managed the following ExM/EFM/EEM: ExM Sri Lanka 2019, EEM Maldives 2019, EEM Myanmar 2019, EEM South Africa 2019, EEM Guatemala 2019, ExM Mozambique 2019, ExM Tunisia 2019, EFM Gambia 2019, ExM Guyana 2019, EFM Paraguay 2019, ExM Peru 2019, ExM Bolivia 2019, EEM Mali 2020, EEM Bolivia 2020, EEM Burkina Faso 2020, EEM Ecuador 2021, EFM Liberia 2021, ExM Gambia 2021, EFM Lebanon 2021, ExM Venezuela 2021, ExM Timor Leste 2021, EFM El Salvador 2021, EFM Nigeria 2021.

The volume of air tickets procured by the IOM Regional Office for the Elections Support Unit (ESU) projects from 2018 to present amounts to approximately EUR 1.000.000 for about 850 tickets.

Ticketing volume in the years to come is expected to remain at comparatively similar levels or higher. However, any agreement resulting from this RFP carries with it no guarantee of future business levels.

Travel, as referred to in the ToR, shall apply to all journeys for official business purposes. These official purposes include election observation missions, election experts missions, election follow up, expert and exploratory missions.

## **B. IOM Travel Policy Principles**

IOM current air travel policy requires the Service Provider in all cases to book the most economical fare available and to research alternate itineraries in order to provide the lowest appropriate fares. IOM policies embody the following basic principles:

- a. In general, the most direct and economical route should be selected with consideration of IOM 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, unless clearly requested by IOM; for limited cases these will be requested in the framework of the elections projects.

## **C. Scope of Services, Expected Outputs and Performance Standards**

### **1) Objective**

IOM is hereby soliciting proposals from Travel Agencies which are interested to provide ***Travel Management Services for IOM Election Support Unit (ESU) Projects***. All management and administrative services needed for the authorized travel, fall within the scope of the proposal. The successful Service Provider shall be contracted for this purpose for an initial period of **two (2) years and renewable for additional two (2) years**, upon mutual agreement and satisfactory evaluation of performance.

### **2) Scope of the Services and expected outputs**

The successful Service Provider shall be available to provide full, prompt, accurate and expert travel services to IOM during business hours (from 08:30 to 18:30, CET) of each working day. In addition, the Service Provider shall be available to provide for 24 hours emergency service, as well as for services during weekends and official holidays where emergency travel services might be required. The services include, but are not limited to, the following:

#### **a) Reservation and Ticketing**

- For every request, the Service Provider shall immediately make offers and prepare appropriate itineraries and formal quotation based on the most economical fare available for refundable and changeable tickets, specifically indicating if only restricted and non-refundable fares are available; flights should be on the most economic and most direct routing; business class itineraries and quotations might also be requested. The Service Provider shall also inform IOM on the restrictions and penalties for ticket changing and cancellation.  
In limited cases, the Service Provider might be required to make proposals and reservation of hotels for travellers in transit. In this case, the Service Provider shall immediately make suggestions of appropriate hotel accommodation, indicating the cost, services included and the related cancellation policy.
- In the event that required travel arrangement cannot be confirmed, the Service Provider shall notify IOM of the problem and present minimum two (2) alternative routings/quotations for consideration.
- For wait-listed bookings, the Service Provider shall provide regular daily feedback on the status of the flight.

- The Service Provider 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 the airline carriers.
- The Service Provider shall promptly issue and deliver e-tickets and detailed itineraries (in electronic format) showing the accurate status of the airline on all segments of the journey.
- The Service Provider shall systematically advise IOM of ticketing deadlines and other relevant information every time reservations are made, in order to avoid cancellations of bookings.
- The Service Provider will proactively communicate with IOM if the reservation made should be extended or cancelled and make new reservations as requested.

b) Airfares and Airlines Routings/Itineraries

- The Service Provider 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 Service Provider shall propose fares/airline routings in accordance with the latest Airline Safety List.

c) Travel Information/Advisories

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

d) Flight Cancellation/Rebooking and Refunds

- The Service Provider shall process duly authorized flight changes/cancellations when and as required (with a 24/24 hours and 7/7 days availability to cover urgent requests).
- The Service Provider shall immediately process airline refunds for cancelled unutilized tickets that were already invoiced and credit these to IOM as expeditiously as possible.
- The Service Provider shall refund tickets within one (1) month.
- The Service Provider shall absorb cancellation and/or change reservation date charges which are due to no fault of IOM or the traveler.
- The Service Provider shall report back to IOM on the status of ticket refunds.

e) Supplier Relations

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

f) Services Quality Control and continuous improvements

- The Service Provider shall establish and operate to monitor on a regular and continuous basis the quality of travel products and services provided to IOM.
- The Service Provider shall designate a suitable Client Manager to IOM for overall service management and routine communication (this should be listed in TPF-4).

- The Service Provider 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 provided to IOM.
- Regular meetings between senior management to monitor and review progress on an ongoing basis with a view to suggesting improvements to the service.
- IOM shall be notified of any deficiencies found and corrective action taken.
- The Service Provider warrants that the personnel assigned to handle IOM travel arrangements shall constantly be trained to be kept up to date.

g) Providing detailed reports on flights issued during one project; providing data for the calculation of Carbon Emission upon request.

h) Obtain the updated ID data of the travelers needed for ticket booking and treat them in accordance with applicable data protection law.

The Service Provider shall never disclose/share the data without authorization and shall strictly follow IOM data Protection Principals and national applicable data protection law.

### 3) Performance Standards and Service Level Guarantee

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

Product / Service	Performance Attribute	Definition	Standard/Service Level
1. Airline Reservation	Agency Accuracy	Ability to perform task completely and without error	Zero-error in passengers' records/airline bookings, fare computation, routing.
	Speed and Efficiency	Ability to deliver product or service promptly and with the use of resources	For confirmed bookings via itinerary: within 1 working day 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	1 working day after request from IOM.
3. Travel Documentation	Accuracy	Ability to ascertain requirements for various destinations/nationalities	Zero-incident of complaint/aborted travel due to incomplete travel documents.
	Clarity	Ability to deliver product or service at short notice	1 working day after request from IOM.

Product / Service	Performance Attribute	Definition	Standard/Service Level
4. Billing	Accuracy	Ability to generate billing statements without errors	Zero-Error or no discrepancy between invoices and attachments.
	Timeliness	Ability to generate billing in a short delay	Maximum one month after request from IOM
	Clarity	Ability to generate bills that are transparent or easy to understand	Zero>Returns 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 one quotation is the lowest obtainable fare.
	Good value indicated by price	Competitive fares quoted vs. restrictions or lack/absence thereof	At the same terms or better than quoted by airlines.
6. Service Quality	Accessibility	Ability to access or approach travel agency	Telephone: 2 lines at least Emergency: 24 hours, incl. weekends and official holidays Email: available Presence of minimum number of staff: always guaranteed Communication to IOM of staff schedule also during holiday/weekends
	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 individual travels booked through the travel agent.
7. Problem Solving	Refunds	Ability to process and obtain ticket refunds on a timely basis	Within one month from date of cancellation.
	Complaint Handling	Ability to resolve complaints	Timeliness: one (1) week. Clear line of escalation. Manner of resolution.
8. Travel Experts	Competence	Knowledge of destinations. Knowledge of airline practices, fare levels and shortest routes and connections.	High Proficient and at least 3-year experience in corporate specialization in Travel Management Services.



9. Communications	Awareness Level of Travelers regarding Service Provider Product and Services	Services and policies are communicated to IOM so that IOM is well informed about matters that concern its travelers.	Frequency of communications (as soon as information is received).
10. Hours of Services	Readiness to do business	Travel Expert to commence business	Provide travel services from 8.30 am to 18.30 p.m. CET during working days. In addition, Service Provider shall provide for 24 hours a day emergency service, as well as for services during weekends and official holidays where emergency travel service is required. Zero complaints that no one was around/available to answer calls.
11. IOM Travel Policy Principles (reference is made to Section B “IOM Travel Policy Principles” of this document)	Adherence to IOM	Knowledge of IOM Travel Policy and secure reservations only in compliance with it	Send 3 options for each request (if available) which are most direct & economical routes.

## **D. Contractual and Institutional Arrangements**

### **1) Contract Parameters**

IOM envisages entering into an agreement with one selected Service Provider for the Provision of Travel Management Services for projects implemented by the IOM Election Support Unit (ESU) of the IOM Regional Office in Brussels, Belgium. The initial period of the Contract will be two years with the option to extend for two additional years, subject to mutual agreement and a satisfactory performance evaluation.

The Service Provider, selected as a result of the present RFP, will pass on to 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 C (Scope of Services, Expected Outputs and Performance Standards) of the ToR, the selected Service Provider will charge IOM a fixed transaction fee per each issued ticket and each change or cancellation of the ticket/itinerary, regardless of booking class and destination, as detailed in the Unit Price Schedule Form (FPF-2) of the Financial Proposal submitted by the Service Provider. The level of the service fees shall remain fixed for the whole duration of the Contract and shall apply for a whole (one way or return) itinerary per passenger and each independent air ticket issued (one way or return).

## **2) Roles and Responsibilities**

The Service Provider shall collaborate with the representatives designated by IOM, who will request quotations for various itineraries related to specific EU Election Missions, as needed. Requests shall be sent in writing to the staff designated by the contracted Service Provider and shall contain the following minimum information:

- routing/itinerary of travel;
- outbound departure date and/or 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 during business hours, between 08:30 and 18:30 CET, during working days. In case of emergency services requested outside these business hours or during weekends and official holidays, the request for ticketing services might take place through a phone call from the requestor alerting of the emergency.

Within 1 working day from receipt of written request by email, the contracted Service Provider shall provide its quotation. The quotation shall consist of minimum two 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 EUR, 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 Service Provider to make the booking, as early as possible. The Service Provider shall send the booking by email to the IOM designated person. 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 the booking. In the event that he/she fails to request issuance of electronic ticket within the period of validity of the initially proposed booking, the Service Provider shall make every effort to re-book the initially proposed itinerary at the same fare and conditions if so requested, 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 the booking by IOM, the Service Provider shall request issuance of electronic ticket as per confirmed booking and price.

Receipt of request for quotation related to specific IOM Election Support Unit (ESU) Projects do not bind IOM to proceed with a booking and no fee shall be charged for issuing a request for quotation. In case IOM decides not to proceed with the requested booking and does not provide authorization for issuing the tickets, IOM shall not be charged with any fee.

### **3) Contract Management and Billing**

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 Service Provider.

The Service Provider shall send an official VAT invoice per separate Mission/Project accompanied by itemized itinerary to the designated representative of IOM on a monthly basis for all services provided to IOM during that month. The Service Provider shall send credit notes, if any, per separate Mission/Project accompanied by itemized itinerary to the designated representative of IOM no later than one month after the change/cancellation was communicated to the Service Provider.

The invoices and the credit notes shall be issued in EUR.

The itemized itinerary shall be disaggregated by ticket fare, different type of taxes, service fee and other charges (if applicable).

Upon request of IOM, the Service Provider shall send to the designated representative of IOM a summary of all tickets issued disaggregated by groups of travellers and with information on the traveller, the routing, the cost.

The Service Fee shall become due 30 (thirty) days after IOM's receipt and approval of each invoice. Payment shall be made in EUR by bank transfer.

#### **E. Qualifications of the Successful Service Provider**

The successful Service Provider which will be contracted to serve the needs of 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 10 years of experience;
- The Service Provider should have a minimum average annual turnover of USD 2 Million per year during the past 3 years;
- Minimum 5 years specialization in corporate Travel Management Services;
- Maintains a satisfactory track record in serving international organizations, embassies and/or 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 Service Provider 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 3 (three) 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 employees who will be responsible for the management of travel services to IOM the entire period set for this contract. If a nominated travel expert terminates her/his services with the travel agency, the latter must promptly notify IOM. 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 have a contingency replacement plan to be enforced during periods of illness and vacations of its personnel in order to maintain full service at all times under the contract.

## Section V – Pro-forma Service Agreement

*Please note that this agreement template is provided for information only and might be subject to changes*

*GPSU.SF.19.20*

IOM office-specific Ref. No.:	
IOM Project Code:	
LEG Approval Code / Checklist Code	

### SERVICE AGREEMENT

Between

the International Organization for Migration

And

*[Name of the Service Provider]*

On

*Provision of Travel Management Services for IOM Election Support Unit (ESU) Projects*

This Service Agreement is entered into by the **International Organization for Migration**, an organization part of the United Nations system, acting through its Regional Office for the EEA, the EU and NATO, Brussels, Belgium, at Rue Montoyer 40, 1000, Brussels, represented by Ola Henrikson Regional Director, 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 *Provision of Travel Management Services for IOM Election Support Unit (ESU) Projects* in accordance with the terms and conditions of this Agreement and its Annexes, if any.

1.2 The following documents form an integral part of this Agreement:

- a) **Annex A** - RFP
- b) **Annex B** – Technical Proposal
- c) **Annex C** – Financial Proposal

#### 2. Services

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

- a) Reservation and Ticketing
- b) Airfares and Airlines Routings/Itineraries
- c) Travel Information / Advisories
- d) Flight Cancellation / Rebooking and Refunds
- e) Supplier Relations
- f) Services Quality Control and continuous improvements
- g) Providing an Interface with major Airlines to get the best corporate deals:
- h) Providing flight Data for the calculation of Carbon Emission upon request.

- i) Maintain and update the ID data of the frequent travellers and keep it safe and secure
- 2.2 The Service Provider shall commence the provision of Services from *[date]* and fully and satisfactorily complete them by *[date]*.
- 2.3 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.
- 2.4 Nothing in this Agreement shall be interpreted as creating an exclusive relationship between the Parties. IOM does not guarantee and is not obliged to request any minimum quantity of Services during the term of this Agreement.

### **3. The Service Fee**

- 3.1 In full consideration for the complete performance of the Services in accordance with the terms of the Agreement, the all-inclusive Service fee for the Services under this Agreement shall be *[currency code] [amount in numbers] ([amount in words])*.
- 3.2 The Service Provider shall invoice IOM upon completion of all the Services after each specific assignment/order. The invoice shall include: *[services provided, hourly rate, number of hours billed, any travel and out of pocket expenses, (add/delete as necessary)]*
- 3.3 The Service Fee shall become due 30 (thirty) days after IOM's receipt and approval of the invoice. Payment shall be made in EUR by bank transfer to the following bank account: *[insert the Service Provider's bank account details: Bank name and branch; Bank account name and number; SWIFT code; IBAN]*
- 3.4 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.
- 3.5 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) The Price specified in this Agreement shall constitute the sole remuneration in connection with this Agreement. The Service Provider shall not accept for its own benefit any trade commission, discount or similar payment in connection with activities pursuant to this

Agreement or the discharge of its obligations thereunder. The Service Provider shall ensure that any subcontractors, as well as the personnel and agents of either of them, similarly, shall not receive any such additional remuneration;

(i) It shall respect the legal status, privileges and immunities of IOM as an intergovernmental organization, such as inviolability of documents and archive wherever it is located, exemption from taxation, immunity from legal process or national jurisdiction. In the event that the Service Provider becomes aware of any situation where IOM's legal status, privileges or immunities are not fully respected, it shall immediately inform IOM;

(j) It is not included in the most recent Consolidated United Nations Security Council Sanctions List nor is it the subject of any sanctions or other temporary suspension. The Service Provider will disclose to IOM if it becomes subject to any sanction or temporary suspension during the term of this Agreement;

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

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

(a) a corrupt practice, defined as the offering, giving, receiving or soliciting, directly or indirectly, of anything of value to influence the action of IOM in the procurement process or in contract execution;

(b) a fraudulent practice, defined as any act or omission, including a misrepresentation or concealment, that knowingly or recklessly misleads, or attempts to mislead, IOM in the procurement process or the execution of a contract, to obtain a financial gain or other benefit or to avoid an obligation or in such a way as to cause a detriment to IOM;

(c) a collusive practice, defined as an undisclosed arrangement between two or more bidders designed to artificially alter the results of the tender process to obtain a financial gain or other benefit;

(d) a coercive practice, defined as impairing or harming, or threatening to impair or harm, directly or indirectly, any participant in the tender process to influence improperly its activities, or affect the execution of a contract;

(e) an obstructive practice, defined as (i) deliberately destroying, falsifying, altering or concealing of evidence material to IOM investigations, or making false statements to IOM investigators in order to materially impede a duly authorized investigation into allegations of fraudulent, corrupt, collusive, coercive or unethical practices; and/or threatening, harassing or intimidating any party to prevent it from disclosing its knowledge of matters relevant to the investigation or from pursuing the investigation; or (ii) acts intended to materially impede the exercise of IOM's contractual rights of access to information;

(f) any other unethical practice contrary to the principles of efficiency and economy, equal opportunity and open competition, transparency in the process and adequate documentation, highest ethical standards in all procurement activities.

#### 4.3 The Service Provider further warrants that it shall:

(a) Take all appropriate measures to prohibit and prevent actual, attempted and threatened sexual exploitation and abuse ("SEA") by its employees or any other persons engaged and controlled by it to perform activities under this Agreement ("other personnel"). For the purpose of this Agreement, SEA shall include:

1. Exchanging any money, goods, services, preferential treatment, job opportunities or other advantages for sexual favours or activities, including humiliating or degrading treatment of a sexual nature; abusing a position of vulnerability, differential power or trust for sexual purposes, and physical intrusion of a sexual nature whether by force or under unequal or coercive conditions;

2. Engaging in sexual activity with a person under the age of 18 ("child"), except if the child is legally married to the concerned employee or other personnel and is over the age of majority or consent both in the child's country of citizenship and in the country of citizenship of the concerned employee or other personnel;

(b) Strongly discourage its employees or other personnel having sexual relationships with IOM beneficiaries;



(c) Report timely to IOM any allegations or suspicions of SEA, and investigate and take appropriate corrective measures, including imposing disciplinary measures on the person who has committed SEA;

(d) Ensure that the SEA provisions are included in all subcontracts;

(e) Adhere to above commitments at all times.

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

## **5. Assignment and Subcontracting**

- 5.1 The Service Provider shall not assign or subcontract the activities under this Agreement in whole or in part, unless agreed 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 Notwithstanding a written approval from IOM, the Service Provider shall not be relieved of any liability or obligation under this Agreement nor shall it create any contractual relation between any 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 liable as a primary obligor under this Agreement, and it shall be directly responsible to IOM for any faulty performance under any subcontract. The subcontractor shall have no cause of action against IOM for any breach of the subcontract.

## **6. Delays, Defaults and Force Majeure**

- 6.1 Time is of the essence in the performance of this Agreement. If the Service Provider fails to provide the Services within the times agreed to in the Agreement, IOM shall, without prejudice to other remedies under this Agreement, be entitled to deduct liquidated damages for delay. The amount of such liquidated damages shall be 0.1% of the value of the total Service Fee per day or part thereof up to a maximum of 10% of the Service Fee. IOM shall have the right to deduct such amount from the Service Provider's outstanding invoices, if any. Such liquidated damages shall only be applied when delay is caused solely by the default of the Service Provider. Acceptance of Services delivered late shall not be deemed a waiver of IOM's rights to hold the Service Provider liable for any loss and/or damage resulting therefrom, nor shall it act as a

modification of the Service provider's obligation to perform further Services in accordance with the Agreement.

- 6.2 In case of failure by the Service Provider materially to perform under the terms and conditions of this Agreement, IOM may, after giving the Service Provider 30 days' written notice to perform and without prejudice to any other rights or remedies, terminate the Agreement with immediate effect without liability.
- 6.3 Neither Party will be liable for any delay in performing or failure to perform any of its obligations under this Agreement if such delay or failure is caused by force majeure, which means any unforeseeable and irresistible act of nature, any act of war (whether declared or not), invasion, revolution, insurrection, terrorism, blockade or embargo, strikes, Governmental or state restrictions, natural disaster, epidemic, public health crisis, and any other circumstances which are not caused by nor within the control of the affected Party.
- 6.4 As soon as possible after the occurrence of a force majeure event which impacts the ability of the affected Party to comply with its obligations under this Agreement, the affected Party will give notice and full details in writing to the other Party of the existence of the force majeure event and the likelihood of delay. On receipt of such notice, the unaffected Party shall take such action as it reasonably considers appropriate or necessary in the circumstances, including granting to the affected Party a reasonable extension of time in which to perform its obligations. During the period of force majeure, the affected Party shall take all reasonable steps to minimize damages and resume performance.
- 6.5 IOM shall be entitled without liability to suspend or terminate the Agreement if the Service Provider is unable to perform its obligations under the Agreement by reason of force majeure. In the event of such suspension or termination, the provisions of Article 17 (Termination) shall apply.

## **7. Independent Contractor**

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

## **8. Audit**

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

## 9. Confidentiality

- 9.1 All information which comes into the Service Provider's possession or knowledge in connection with this Agreement is to be treated as strictly confidential. The Service Provider shall not communicate such information to any third party without the prior written approval of IOM. The Service Provider shall comply with IOM Data Protection Principles in the event that it collects, receives, uses, transfers or stores any personal data in the performance of this Agreement. These obligations shall survive the expiration or termination of this Agreement.
- 9.2 Notwithstanding the previous paragraph, IOM may disclose information related to this Agreement, such as the name of the Service Provider and the value of the Agreement, the title of the contract/project, nature and purpose of the contract/project, name and locality/address of the Service Provider and the amount of the contract/project to the extent as required by IOM's donors 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: Mr. Ola HENRIKSSON

40 Rue Montoyer

B-1000 Brussels

Email [ohenrikson@iom.int](mailto:ohenrikson@iom.int)

**[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, Abbreviation and Emblem**

The Service Provider shall not be entitled to use the name, abbreviation or emblem of IOM without IOM's prior written authorisation. The Service Provider acknowledges that use of the IOM name, abbreviation and emblem is strictly reserved for the official purposes of IOM and protected from unauthorized use by Article 6ter of the Paris Convention for the Protection of Industrial Property, revised in Stockholm in 1967 (828 UNTS 305 (1972)).

### **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. Indemnities**

- 15.1 The Service Provider shall at all times defend, indemnify, and hold harmless IOM, its officers, employees, and agents from and against all losses, costs, damages and expenses (including legal fees and costs), claims, suits, proceedings, demands and liabilities of any kind or nature to the extent arising out of or resulting from acts or omissions of the Service Provider or its employees, officers, agents or subcontractors, in the performance of this Agreement. IOM shall promptly notify the Service Provider

of any written claim, loss, or demand for which the Service Provider is responsible under this clause. This indemnity shall survive the expiration or termination of this Agreement.

## **16. Waiver**

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

## **17. Termination**

- 17.1 IOM may at any time suspend or terminate this Agreement, in whole or in part, with immediate effect, by providing written notice to the Service Provider, in any case where the mandate of IOM applicable to the performance of the Agreement or the funding of IOM applicable to the Agreement is reduced or terminated. In addition, IOM may suspend or terminate the Agreement upon thirty (30) days' written notice without having to provide any justification.
- 17.2 In the event of termination of this Agreement, IOM will only pay for the Services completed in accordance with this Agreement, unless otherwise agreed in writing by the Parties. The Service Provider shall return to IOM any amounts paid in advance within 7 (seven) days from the notice of termination.
- 17.3 In the event of any termination of the Agreement, upon receipt of notice of termination, the Service Provider shall take immediate steps to bring the performance of any obligations under the Agreement to a close in a prompt and orderly manner, and in doing so, reduce expenses to a minimum, place no further subcontracts or orders for materials, services, or facilities, and terminate all subcontracts or orders to the extent they relate to the portion of the Agreement. Upon termination, the Service Provider shall waive any claims for damages including loss of anticipated profits on account thereof.
- 17.4 In the event of suspension of this Agreement, IOM will specify the scope of activities and/or deliverables that shall be suspended in writing. All other rights and obligations of this Agreement shall remain applicable during the period of suspension. IOM will notify the Service Provider in writing when the suspension is lifted and may modify the completion date. The Service Provider shall not be entitled to claim or receive any Service Fee or costs incurred during the period of suspension of this Agreement.

## **18. Severability**

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

## **19. Entirety**

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

## 20. 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.

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

*For and on behalf of*  
The International Organization  
for Migration

Signature

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*Ola Henriksson*  
*Regional Director*  
*Date*  
*Place*

*For and on behalf of*  
*[Full name of the Service Provider]*

Signature

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*Name*  
*Position*  
*Date*  
*Place*