



ICRC

REQUEST FOR TENDER N° TEH23/00003 AIRLINE TICKETING

Date: 24.04.2023

Closing Date and time: 3rd May 2023 @ 10:00 hrs (Tehran Time)
Please acknowledge receipt of this Request (by e-mail)

Parties

To: Contractor Travel Operator XXX Address City Tel/Fax Contact person: E-mail:	From: International Committee of the Red Cross No. 4, Azar Dead End, next to Akhtar Hospital, Shahid Sharifi-Manesh Street, Elahiyeh Tehran, Iran T+98-21 2264 5821/4 - 2264 4084 - 266 00 411 F: +98-21 22 600 534
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1. PURPOSE OF THE FRAME AGREEMENT

The International Committee of the Red Cross is an independent, neutral organization ensuring humanitarian protection and assistance for victims of war and other situations of violence.

Within the framework of its assistance program in Iran, the ICRC is hereby requesting a tender from your company for the following.

The ICRC will sign with the awarded supplier a Frame agreement of 24 months minimum renewable.

Issuance of airline ticket issue from our ICRC office in Iran as per described here below.

1.1 Specifications:

The service referred to in this Travel Service Invitation to Tender includes but is not limited to the travel of the International Committee of the Red Cross (ICRC) personnel in Iran.

Mandatory Services: The Travel Operator to provide ICRC with a full range of travel management services including but not limited to the following:

- As an accredited IATA BSP Operator, be authorised to issue tickets on all IATA member airlines and provide tickets on off-line or domestic carriers through purchase/exchange orders (XO).
- Guarantee of the best airfare at the time of purchase of the ticket taking into consideration the elements that control the fare construction on every flight and/or route. i.e. class of travel, minimum stay, advance ticket purchase, etc.
- Travel Operator to be responsible of every documented given price quotation to the ICRC and will bear any difference if occurring between the given quotation and billing invoice.
- Travel Operator to be responsible of the content of quotation requests that includes fare conditions, their restrictions and penalties and will bear any difference if occurring between the actual airline fare conditions/penalties and the sent one by Travel Operator.
- Travel Operator to facilitate delivery means of tickets worldwide by PTA's (prepaid ticketing advice), E-tickets or ticket collection whether from any related airline office or others.
- Travel Operator to take the role of the mediator to issue tickets and perform other services over tickets if an agreement with certain discounts or other advantages were given, signed or bound in a contract between the ICRC and the airline.
- Travel Operator to pass on any given monthly, seasonally, annually or even abrupt promotional discounts by the airlines when issuing ICRC tickets to the ICRC. The discount should be reversed and shown on the statement of billing the ICRC.

- Promotion, seasonal & other discounted fares, their fare conditions and restrictions as notified by the airlines to be sent as a circular memo to the ICRC to be aware of the fare offers in the market.
- The Welcome department is the authorised requester of services or info over tickets, routings, waivers, issuance, amendments on flights and any travel-oriented issues for the ICRC staff, within ICRC adopted policy. The Travel Operator issues and release travel documents to the ICRC travellers/staff **ONLY** and once notified through the Welcome personnel by email. Otherwise, the ICRC will not be liable for any unauthorized charges. Documentation over service requests whether by the Welcome staff or the Travel Operator's staff is a must.
- The Travel Operator will bill the ICRC only for the authorised route; any cost of deviation, if requested by staff members, has to be approved in writing by ICRC Welcome staff.
- Tickets/travel documents shall be issued and provided to the ICRC / Welcome dept. prior/according to the time limit assigned for ticket issuance or advance fare issuance. Any occurring change over the ticket rate due to its cancellation if not purchased once notified by the ICRC and according to the time limit of the booking/ticket/rate, the difference balance will be borne by the Travel Operator.
- Travel bookings & ticket proposals done by the Travel Operator has to be sent in a template communicated by the ICRC.
- Travel Operator to complete the reservation process & send it within 04hours (provided that it is received within the working hours of the Travel Operator, otherwise, latest next working day) of receiving the authorized request from ICRC /Welcome dept. or sooner if warranted by urgent travel needs which have to be handled and done immediately.
- Travel Operator to cross check and confirm departure times for the ICRC personnel and their visitors with tickets purchased from abroad.
- Travel Operator to provide solutions on alternative bookings, carriers or what so ever when bookings are on the waiting list or unable status.

- Travel Operator to provide thorough follow up of bookings even after the end of working hours on site: "extensive remote follow up".
- Travel Operator to provide at least three alternative routing options including related fares based on the "most direct and economical route". Travel Operator to find solutions to meet ICRC traveller's needs and must consider convenience and preference of the traveller as allowed within ICRC policy. Each routing options will be break down as such: Price of the ticket and granted discount + taxes + IPP + transactions fees if any and For each ticket the travel agent will confirm the fees for cancellation of the ticket, change of reservations, change of names, no show fees and baggage allowances
- Travel Operator to advice on travel arrangements & ticketing policies that may include accommodation, visas, etc in hubs/transit and will be held responsible of the accuracy of the given info.
- Travel Operator is responsible to cover the charges over the wrongly issued tickets and/or any costs related to correcting the name mistakes, routing mistakes, and other irregularities over the issued tickets when done by the Travel Operator.
- Travel Operator to process any unaccompanied children (UNMR), wheelchair (WCHR), type of food, seat assignment, frequent flyer and other requests and do the follow up once notified by the Welcome
- Travel Operator to do its best to waive any fee on changes related to last minute cancellation of the trip or ticket –if possible.
- Travel Operator to provide afterhours assistance, **24 hours, seven days:** emergency telephone numbers to be available at the disposal of the ICRC.
- Travel Operator to handle urgent & emergency travel needs 24/7, provide flight itineraries, issuance of tickets and all services needed after the working hours, during the holidays, weekends or festivities. The requested services should be sent to the Welcome dept.'s general email to forward them to the travelling staff.
- The service should be provided by a designated staff member of the Travel Operator, inside the ICRC delegation office at 100% work capacity with work-

ing hours 08:30-17:00 from Sunday through Thursday included. ICRC will provide for the person dedicated an office space. The Travel Operator's dedicated staff to the ICRC must have at least three years of verifiable in-depth international reservations and ticketing experience and a **very good English**.

- If the dedicated staff from the Travel Operator proves to have a record of recurrent mishaps or behaviour issues, ICRC has the right to ask for a replacement that will remain under ICRC's own discretion.
- The change of the on-site dedicated staff from the Travel Operator—during his/her leaves & annual holidays has to be coordinated with the ICRC ahead of time to agree on a replacement.
- Absences of the dedicated staff when not covered by a replacement, have to be coordinated by the Travel Operator to the ICRC in advance.

Monthly Reports: The Travel Operator to provide the ICRC with regular monthly reports that contain the following details regarding travel-related activities conducted by the Travel Operator for ICRC travellers:

- Travel Operator to provide detailed billing invoice of each traveller that includes the name of the traveller, route, date of travel, net market fare as per airline fares, discount obtained or published by the airlines & the associated service fee (all items mentioned to be separately described)
- Travel Operator to provide detailed billing over tickets issued with discounted fares as in agreement between the ICRC & the airline but performed by Travel Operator. This shall include name of the traveller, route, date of travel, discounted fare as per the agreement (ICRC & airlines) & the associated Travel Operator service fee, with all items mentioned separately.
- Travel Operator to provide detailed billing of the void tickets includes the name of the traveller, route & the associated fees. (all items mentioned to be separately described).
- Travel Operator to provide detailed billing of the change of reservation over tickets includes the name of the traveller, route, date of original travel, the new date of travel, the airline fees & the associated Travel Operator fees. (all items mentioned to be separately described).

- Travel Operator to provide detailed credit note with the name of the traveller, issued ticket number, original fare, amount to be reimbursed to the ICRC, air-line charges & Travel Operator's associated refund fees (all items mentioned to be separately described)
- Travel Operator to provide detailed billing over tickets purchased by Travel Operator as paper tickets by an XO for the off-line, domestic carriers or others that include original XO number, the name of the traveller, route, date of travel, net market fare as per airline fares & the associated service fee (all items mentioned to be separately described)
- Travel Operator to provide a detailed report for the Refunded tickets/Credit notes every two weeks with the number of refunded tickets, name of the traveller, date of issuance, amount to be reimbursed to ICRC & the date of expected reimbursement of money to the ICRC
- Travel Operator to provide detailed statement of accounts every two weeks for reconciliation
- Travel Operator to submit a monthly statement of accounts with all unpaid invoices for follow up and settlement
- Travel Operator to provide destination analysis report (sales report) by airline every end of the month.
- Travel Operator to provide hotel accommodation, visas to destinations such as Dubai or in transit when done through the airlines or offices linked to them, that includes the name of the traveller, destination, date of travel/check in-out dates, net agency rate & the associated service fee (all items mentioned to be separately described).
- All the above reports must be provided through ICRC customized accounting system, in English.

2. PRICE

Currency

Should be quoted as a fixed fee per ticket charge. All prices indicated should be without Sales tax since ICRC is exempted from Taxes

Price can be quoted in local currency (IRR)

3. PAYMENT AND DEPOSIT TERMS

Credit Facilities

ICRC undertakes to make payment to Travel Operator for all services performed and/or tickets purchased under this agreement as follow:

- Travel Operator must submit one invoice per ticket/service requested.
- Invoices over issued tickets should be delivered as maximum within 07 calendar days from the date of ticket issuance or once a week.
- Travel Operator to submit the invoice/s immediately after the ticket issuance. Travel Operator shall not wait for any possible change or cancellation between the date of ticket issuance and the actual travel date. If there is a cancellation after the date of ticket issuance, Travel Operator must then issue a corresponding credit note for refunds or a separate invoice with the associated fees over void tickets and the change of reservation.
- Hotel accommodation charges, visas, etc to be billed on a separate invoice
- Travel Operator to reimburse fully the credit note amount (less refund fees to be paid for the airlines) by max. 30days of the made refund request by the ICRC even if money collection was still retained by the airline.
- In the event that, for any reason, an invoice has not been submitted immediately after the date of ticket issuance, Travel Operator agrees to submit all invoices on a weekly schedule and no later than 7 calendar days following issuance of the ticket. In addition, any invoice received later than 90 calendar days from date of ticket issuance that would not have been indicated on any previous statement submitted by Travel Operator, will not be considered for payment by the ICRC.

Payment terms

Payment will be done by bank transfer or by bank check on monthly basis within 14 banking days against original invoice and all other required documents.

4. GENERAL TERMS:

All conditions not mentioned hereinafter shall be governed by the ICRC General Conditions on Purchasing.

Acceptance of the ICRC Purchase Order entails the waiving by the Travel Operator of its General Sales Conditions. All conditions not mentioned herein shall be governed by the ICRC General Conditions on Purchasing.

ICRC reserves the right to repossess or reclaim any resources provided to XXX if such resources are found to have been used or managed in breach of any of the terms of this Agreement. XXX is to return the funds within 5 working days upon the receipt of the written notification and explanation by the ICRC

- The ICRC will have the right to undertake a financial audit of the project at any moment during or after the project.
- No modification of any of the clauses of this agreement shall be valid without the written agreement of the representative of both parties.
- Any change of representative should be communicated in writing and in advance to the other party.
- XXX may not assign all or any part of its rights and obligations under this agreement to a third party, save with the prior written consent of the other party.
- The ICRC cannot be held liable for any accident coverage, medical insurances, damages, or any losses that may occur under the implementation of this agreement to the staff members and people engaged by XXX.
- The ICRC does not pay salaries or any benefits to the staff members and people engaged by XXX.

5. FRAUD AND CORRUPTION

Fraud and corruption in any form are strictly prohibited.

Each Partner shall take all necessary measures to ensure that its respective members, staff and volunteers do not at any time:

- promise, offer, pay, cause to pay, accept or induce payment of, or take any action that could be considered as, a bribe.
- use their position in the National Society or in the ICRC to obtain advantages or favours, such as gifts in cash or in kind, promises of gifts or

any other advantage other than token presents in keeping with accepted custom, particularly in exchange for the assistance and/or protection provided by either Partner or the ICRC.

Each Partner shall take all possible measures to prevent and effectively address all forms of fraud and corruption by its respective members, staff and volunteers, as well as by their agents, contractors and subcontractors engaged in the implementation and performance of the Agreement, or any sub-agreements concluded thereunder.

The Partner shall immediately report to the ICRC any allegation of fraudulent activity or any misconduct related to the funds, goods or services provided by the ICRC under the Agreement, and any sub-agreements concluded

thereunder, using one of any reporting means available, including by notifying the ICRC's Global Compliance Office (gva_globalcomplianceoffice@icrc.org) or through the Integrity line platform (icrc.integrityplatform.org). The Partner commits to cooperate with auditors and investigators from the ICRC or appointed by the ICRC in response to any alleged misconduct. Failure by the Partners to comply with any of their obligations under this article, including any material omission or misrepresentation of information by the Partners in relation to allegations of, or demonstrated, fraud and corruption, may constitute cause for immediate termination of the Agreement.

6. Prevention of sexual exploitation and sexual violence or abuse

Sexual exploitation and sexual violence or abuse in any form are strictly prohibited.

Each Partner shall take all necessary measures to prevent and address all forms of sexual exploitation and sexual violence or abuse by its employees and volunteers.

The Partners shall notify the ICRC's Global Compliance Office (gva_globalcomplianceoffice@icrc.org) of any ongoing investigations with respect to sexual exploitation and sexual violence or abuse related to activities covered by the Agreement, and any sub-agreements concluded thereunder.

Failure to take all necessary measures to prevent sexual exploitation and sexual violence or abuse, to investigate allegations of sexual exploitation and sexual vio-

lence or abuse, or to take corrective action if such allegations are substantiated shall constitute cause for immediate termination of the Agreement.

7. No conflict of interests

The Partners shall provide their services free from any and all conflicts of interest. Therefore, the Partners shall, in particular, ensure that it, their personnel or subcontractors' personnel (if any) do not have any business, professional, personal, or other interest, including, the representation of other clients, that would conflict in any manner or degree with the provision of their services in accordance with the Agreement.

If any such actual or potential conflict of interest exists prior to the entering into the Agreement or arises thereafter, the affected Partner shall immediately inform the other in writing of such conflict, providing reasonable detail on the nature and extent of such actual or potential conflict of interest.

8. Protection of personal data

The Partner shall process information containing personal data in accordance with national legislation on personal data and, in accordance with the ICRC Rules on Personal Data Protection.

9. Due diligence

Contextualization of the due diligence clauses below may be required. Furthermore, it is recommended to consult the most recent SOP regarding the due diligence assessment, as they contain criteria for the exemption and postponement of a due diligence assessment which may require a modification/elimination of below clauses.

“ICRC will conduct a due diligence of the Partner prior to the signature of the agreement. Under exceptional circumstances, the ICRC may decide to conduct the due diligence after the signature of the agreement. In such case, the due diligence will be performed as soon as possible. The Partner will provide its full and timely cooperation with any such due diligence processes.

The ICRC may terminate the agreement with immediate effect at any time (i) in case of breach of the provision by the Partner, including any refusal to cooperate during the due diligence process or any material omission or misrepresentation of

information provided by the Partner in the due diligence process, or (ii) if the ICRC is **not satisfied with the outcome of the due diligence.**”

10. Duration / Termination

This Agreement shall come into force on XXX and remain valid until three years.

Please pay attention that the agreement covers the whole duration of the project, including monitoring if this one is specified clearly in the activities.

Monitoring done after the agreement cannot impact the agreement, except if there is a retention or a particular clause mentioning it, such as “The ICRC reserves the right to evaluate/monitor the program within 6 months after its termination. Conclusion will be shared with the other party “

Please be aware that once the agreement is over and all has been paid, there is no chance to get anything back...Therefore there is no need to ask for particular activities beyond the validity date, but monitoring.

The Agreement may be terminated by either of the parties upon prior written notification to the other party, with a notice of XXX days.

Such unilateral termination of the present Agreement shall not absolve any of the parties from fulfilling the duties under this Agreement which have been already paid for. However, no further indemnity will be due. Any unused funds remaining after the account settlement or at the end of this Agreement shall be returned to the ICRC immediately.

In case of early termination, XXX undertakes to provide the ICRC with all the project data and reports.

11. Force majeure

- A. Neither party shall be liable for any delay in performing or failure to perform any of its obligations hereunder if such delay or failure is caused by strikes, lockouts, labour disputes, riots, civil commotion, acts or restraints of governments or any similar unpredictable cause., beyond the control of the party in question provided that such party shall:

- give written notice within 24 hours to the other party of the existence of such cause and of the likelihood that a delay may take place, and
 - do the best endeavour to perform their obligation hereunder notwithstanding the existence of such cause.
- B. In the event that any of the causes specified in Clause A) subsists for a period of seven consecutive days at the least, either party shall be entitled to terminate this Contract by written notice to the other party.
- C. The ICRC shall pay only pro rata for the duties performed and any advance payments exceeding the duties performed shall be returned to ICRC immediately.

12. Privileges and immunities

Nothing in the present MoU shall be directly or indirectly interpreted as a waiver on the part of the ICRC, of the privileges and immunities the ICRC and its staff enjoy under national or international law, including under the [title of the applicable headquarters agreement (HQA)] between the ICRC and the [name of the State] signed on [date of signature of the HQA].

13. Use of the ICRC emblem

The Partner shall not use the ICRC emblems in any way without the prior written approval of the ICRC.

14. ARBITRATION

This frame agreement is subject to arbitration exclusively, according to the attached General Conditions.

15. DEPOSIT OF OFFERS

All offers have to be sent by email, mentioning clearly the tender reference (TEH23/00003), before the closing date on 03.05.2023

The financial offers can be only sent to the following email

teh_tender_services@icrc.org

All offers not following the clause for Deposit of offers will be disqualified.

All offers submitted after the specified closing date are ineligible.

All offers received will be held in confidence.

Offer changes by bidder must be received in writing prior to the closing date and must indicate that it is a revised tender.

All participating bidder will be notified of the result of the selection process as soon as it is concluded.

It has to be noted that this Tender does not imply any commission and that ICRC is not liable to provide any explanation for its final selection of the Contractor.

Best regards,

Purchasing team
Tehran - Iran