



10 July 2023

**REQUEST FOR PROPOSAL (RFP) No. ISA/2023/RFP/OAS001  
PROVISION OF TRAVEL MANAGEMENT SERVICES (TMS)**

1. The International Seabed Authority (ISA) is an autonomous international organization through which States Parties to the United Nations Convention on the Law of the Sea (UNCLOS) organize and control all mineral resources related activities in the Area for the benefit of humankind as a whole.
2. The ISA seeks Proposals for the provision of Travel Management Services. Please be guided by the annexes in preparing your Proposal, which may be submitted on or before 28 July 2023 via email to [rfp@isa.org.jm](mailto:rfp@isa.org.jm).
3. The Proposal shall include information in sufficient scope and detail to allow ISA to consider whether the potential TMS Contractor has the necessary capability, experience, knowledge, expertise, licenses, financial strength, and the required capacity to perform the work specified at a high professional level.
4. Contractors are required to complete the following annexes, with the necessary supporting documents, and submit as separate files:
  - Annex C: Technical Proposal
  - Annex D: Financial Proposal
  - Annex E: Proposal Submission Form. To be used as cover letter for both, the Technical and the Financial Proposals

**General Instructions**

5. Proposals must be expressed in the English language and should be valid for a minimum period of 60 days.
6. It shall remain the responsibility of Contractors that the RFP reaches on or before the deadline. Proposals that are received by the ISA after the deadline indicated above, for whatever reason, shall not be considered for evaluation.
7. Submission of a Proposal shall be deemed to constitute an acknowledgement by the Potential Contractor that all obligations stipulated by this RFP will be met and unless specified otherwise,

the Potential Contractor has read, understood and agreed to all the instructions provided in this RFP.

8. Contractors must strictly adhere to the requirements of this RFP. No changes, substitutions or other alterations to the provisions stipulated in this RFP will be accepted unless approved in writing by ISA. However, whilst fully complying with the RFP requirements, Contractors are encouraged to provide any suggestions and solutions that may achieve a more cost-effective and value-for-money approach to fulfilling the requirements of this RFP.
9. The evaluation criteria are detailed in Annex C.
10. All services proposed shall be reviewed and evaluated based on completeness and compliance of the Proposal and responsiveness to the requirements of the RFP and all other annexes in accordance with the ISA's requirements.
11. The ISA reserves the right to award separate or multiple contracts for same or different elements covered by this RFP in any combination it may deem appropriate or only a portion of the requirements.
12. The ISA may add new considerations, information or requirements at any stage of the process.
13. The ISA is not bound to accept any Proposal, nor award a Contract, nor be responsible for any costs associated with the preparation and submission of a Proposal, regardless of the outcome or the manner of conducting the selection process.
14. The ISA encourages every Contractor to prevent and avoid conflicts of interest, by disclosing to the ISA any involvement in the preparation of the requirements, design, cost estimates, and other information used in this RFP.
15. The ISA implements a zero tolerance on fraud and other proscribed practices, including fraud, corruption, unethical practices, and obstruction and is committed to preventing, identifying and addressing all such acts and practices against the ISA, as well as third parties involved in its activities.
16. For clarifications regarding this RFP, Contractors are to contact the Procurement Unit of the ISA exclusively in writing, via e-mail: [lvalles@isa.org.im](mailto:lvalles@isa.org.im) no later than **12 July 2023**. Queries received after above deadline may not be considered.
17. The selected Contractor will be notified in writing that ISA is considering an award of contract. The contract shall be subject to both parties mutually agreeing to the contract terms and conditions. No legal obligation exists until the contract is finalized and signed by both parties, or the issuance of a Purchase Order (PO) by the ISA.
18. The standard terms of payment of the ISA are 30 calendar days following satisfactory delivery of goods, performance of services and submission of an invoice, whichever is later. The policy is to preclude advance payments or payments by Letters of Credit. Such provision in a Proposal would be prejudicial to its evaluation by the ISA.

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**ANNEX A · STATEMENT OF REQUIREMENTS (SoR)**

**BACKGROUND**

1. The International Seabed Authority (ISA) in Kingston has a requirement to engage the services of an IATA-registered Travel Agency to carry full air travel reservations, quotations, ticketing and related standard travel services as detailed in this Statement of Requirements (SOR).
2. ISA has an approximate strength of 50 total personnel, numerous consultants and in the past year (2022) issued over 150 international air travel tickets for global destinations with an approximate value of US\$500,000. Destinations include mostly USA, South Pacific, Asia and Africa.
3. ISA intends to enter into a Contract for Travel Management Services (TMS). The Contract is required for an initial period of two (2) years with an option to renew for two (2) additional one (1) year periods (i.e. 2 + 1 + 1 years) at the sole discretion of the ISA, subject to changes in operational requirements, availability of funds and satisfactory performance of the Contractor.
4. The Contract shall be awarded on an all-inclusive basis. The Contractor shall be responsible for providing all the necessary personnel, supervision, transport, any other equipment, permits, material, consumables, supplies, and all necessary arrangements, to ensure the fulfilment of its obligations of the Contract for its entire duration.
5. ISA reserves the right to split the award under this procurement exercise to more than one Contractor. The award(s) to the successful potential contractor (s) can contemplate all or selected locations at the ISA's sole discretion.
6. The successful potential Contractor hereinafter referred to as "the Contractor" shall be paid based on actual quantity of travel tickets issued (transaction fee) in accordance with the contractual requirements.
7. The Contractor shall commence the services within thirty (30) calendar days of Contract award.

**Reliance on Information Provided**

8. All information provided by the ISA in connection with this procurement process - including all information contained in this SoR, the Request for Proposal (RFP) and any other information provided are based on the best information available and to the best of ISA's knowledge at this point in time. All such information is provided solely as a guide to be used for proposal-preparation and planning purposes. ISA does not guarantee and will not be responsible for the completeness and accuracy of all such information. The obligation to carry out independent due-diligence and verification of any information provided by ISA remains with the user of such information. ISA is categorically not to be liable for any direct, indirect or consequential losses or injuries resulting from any reliance on the information provided.

## Planning Assumptions

9. All information provided is based on the best information currently available, solely for proposal preparation and planning purposes. No future commitment is given on the strength of its staff and contingents. ISA's reserves full right, at its sole discretion to increase or downsize the level of services required, depending on mission and operational requirements over the Contract duration.

## SCOPE OF REQUIREMENTS

10. **Compliance with ISA Travel Policy:** Book all reservations and issue tickets within 24 hours of request for official travel at the lowest available fares and rates that are consistent within the entitlement of the applicable travel policy, including negotiated rates with ISA's contracted global, regional, and local suppliers (where available).
11. **Travel Reservations:** Provide travel reservations and ticketing services for all official travel including personal deviations requested by the traveler as follows:
12. Process all airline, rail, and sea reservations in compliance with the ISA travel policy. Air shall be booked using the shortest and most economical available fare.
13. Accept reservation requests from ISA authorized Travel Officers (ISA shall provide a list of personnel who shall have this authority) by telephone, email, and/or online systems. Each travel counsellor servicing ISA shall have an individual (official) email address.
14. All email requests shall be responded to within two hours of receipt during normal business hours. For groups of more than 10 travelers, response time should be 24 hours or one (1) business day, whichever is less.
15. Establish a process to facilitate all methods of booking reservations to maximize efficiency for ISA.
16. Fare all itineraries in accordance with the ISA travel policy using all carrier-approved fare construction principles, including one-way or "split" ticketing. In addition, multiple destination itineraries shall be sent to the TMS Contractor's own international rate specialists for fare research and pricing. The TMS Contractor shall offer lower-cost alternatives to the specific itinerary requested using alternate airlines and/or routings in compliance with the ISA travel policy. Each pricing alternative shall be itinerary-specific and shall include the estimated savings. ISA reserves the right to require the use of specific airlines offering negotiated discounts to ISA.
17. **Hotel Reservations:** The ISA does not have a formal hotel program; however, some hotels may provide special discounts for ISA travelers on official business. The TMS Contractor shall store all such hotel discounts in the Global Distribution System (GOS), including information on required method of booking. The TMS Contractor will notify the ISA of booking requests, and those will assist in confirming such hotel reservations.
18. **Ticket Issuance:** Issue electronic tickets; provide GOS access to ISA Travel Officer for concurrent monitoring. Tickets shall be available in accordance with the standards agreed to with the TMS Contractor. Under no circumstances shall the TMS Contractor release a ticket to a traveler without a properly approved authorization from ISA's travel office or other authorized representatives of ISA. The TMS Contractor shall provide customer service (ie. "Live Chat" or WhatsApp) outside of normal business hours to address emergencies and queries across multiple time zones. ISA shall provide a list of personnel who shall have authority to order tickets.

19. Respond to requests for faring/ticketing and issue tickets within 24 hours upon receiving the order from ISA Travel Office.
20. The final travel package will include: ticket itinerary reflecting travel time (flight hours and hours spent for transfer); traveler details (name, phone number, rate, confirmation number); and location of hotel(s) if applicable. Also, it should indicate procedural reminders (no shows, cancellations) and emergency contact information.
21. Verify accuracy of all itinerary data, class of service and airfare amounts prior to releasing travel documents.
22. Void tickets where necessary and possible to avoid a charge to ISA and process complete refunds within the reporting week received.
23. Provide a monthly report showing all unused non-refundable tickets as identified in paragraph 2.4.6.
24. **Support Services:** Provide related support services for Official Travel and personal travel booked in conjunction with Official Travel. Support services include, but are not limited to:
25. Visa requirements: Advise ISA travelers in writing of the visa requirements according to nationality and destination.
26. Travel Restrictions: Remind travelers of the need for required medical and security clearances in writing, where applicable, and possible travel restrictions if advised to do so by ISA.
27. Excess Baggage and/or Seat Assignments: Advise the traveler of relevant rules and fees of the carriers that were ticketed. Where the ISA agreement with the supplier includes excess baggage I seat assignment at no additional cost, the TMS Contractor must advise the traveler in writing.
28. Insurance: Provide information about insurance and baggage insurance, if requested. The amount of insurance coverage available shall be provided to ISA. In cases where the Organization has an agreement with the TMS Contractor to settle invoices with a credit card, the TMS Contractor shall also share insurance details as part of the final package.
29. Amenities: Advise travelers of any carrier provided amenities such as limousine transfers or STPC (stopover paid by carrier) hotels. These amenities must be noted in writing to the ISA travel office.
30. **Emergency Support:** Conduct Passenger Name Record (PNR) searches and travelers' notification of ticketed as well as future bookings as directed by ISA in cases of strikes, hijackings, coups, bombings, natural disasters, and other security related incidents. Where medical evacuation is required, the TMS Contractor shall coordinate with the airlines and their medical support personnel. In the case of strikes the TMS Contractor shall contact the traveler, advise of the possibility of a strike, and reroute the traveler as requested.
31. Possess the capability to operate from an offsite location in case of an emergency.
32. Be able to reroute calls to an alternate location staffed with cross-trained personnel. Performance of agents in the after-hours office shall be consistent with those of the established configuration for ISA.
33. Provide 24/7 after-hours contacts for key management personnel as mutually agreed. Performance of agents in the after-hours office shall be consistent with those in the established configuration for ISA.

## Profiles

34. Provide the ability for creating and maintaining profiles of travelers through self-service. Monitor travelers' profiles and verify the validity/ accuracy of the information with the traveler at the time each new booking is initiated.
35. Profile data may be maintained as required by the Transportation Security Administration (TSA) or other similar government entity in other countries (i.e., legal name, birth date, gender, etc.) or any other security authorities. The TMS Contractor shall provide this data to ISA or the traveler upon request.
36. Provide information to the ISA and the traveler on changes initiated by the TSA or any other security authorities concerning travel security requirements.
37. Budget Assistance: Provide information to assist ISA in developing travel expense budgets by providing fare estimates and related impact analyses, including any resulting staff increases or reductions or other financial impact.
38. Customer Satisfaction: A formal method to measure customer satisfaction of all travelers shall be agreed upon between the TMS Contractor and ISA which allows both parties to login and view survey results first-hand.
39. Complaint Tracking and Resolution: Respond within 24 hours to all complaints. The initial response will offer possible steps for resolution and an estimated timeframe for completion. Complaints will be investigated and explained in writing. The TMS Contractor shall make a good faith effort to resolve disputes and misunderstandings in favor of the ISA travel management and ISA travelers. Final response to the travelers shall explain the causes of the problem, and detail specific steps that have been taken or shall be taken to prevent recurrence of the problem. The copies of all complaints received and the TMS Contractor's written responses should be provided to the designated travel manager of ISA and/or at the request of that manager, held for review and summarized during quarterly performance reviews. The TMS Contractor shall keep a log of all service comments received from travelers and provide real-time access to ISA. Reports must distinguish between TMS Contractor errors and other types of incidents.
40. **Personal Travel:** Upon request, assist the ISA's personnel and their dependents in arranging personal travel at the lowest applicable fares and rates consistent with each traveler's requirements. Collection of amounts due and any refunds for these personal travel legs are to be arranged directly between the TMS Contractor and ISA's personnel and collected prior to releasing the ticket. The TMS Contractor shall clearly document the cost and routings of personal portions of combined trips on all itinerary/invoices and provide management reports on such trips as requested by ISA.
41. **Hours of Operation:** Provide full services at the offsite reservation center from Monday through Friday between the hours of 08:00 am and 6:00 pm (Kingston Time).
42. Observe only holidays which are observed by ISA, of which ISA staff shall notify the TMS Contractor annually.
43. Notify ISA of names and telephone numbers of the TMS Contractor's personnel who are available on weekends and holidays to assist, if needed, with official and emergency travel services.
44. All applicable contact numbers shall be included on travelers' itineraries.
45. Provide, at no additional cost, customer service outside of normal business hours to address emergencies and queries across multiple time zones. Communication via "Live Chat" is preferable.
46. **Technology:** Provide all telecommunications and reservations technology as required to support all services under this Contract. The TMS Contractor must provide all equipment, including backup equipment (e.g., laptops) to ensure there is no service interruption.

47. Provide technology support to reduce errors in billing information and hence cause delay in payments.
48. Provide prompt notice of, and access to, all new technology enhancements.
49. Provide a mechanism for allocating costs for individual trips and charging them at the point of sale to the centrally billed account. The mechanism for allocating cost will provide for automated tracking and reconciliation.
50. Provide access to electronic tools to be used in the reconciliation of invoices. Upon ISA request, also provide a report spreadsheet format and shall include debit and credit amounts.
51. Provide documented management reports validating performance of response times to requests for faring/ticketing and activities. These will be presented to ISA at the quarterly business reviews.
52. Provide ISA with access to reporting tools and software.
53. Provide any other management information reports specified by the ISA, as well as additional customized reports which may be requested during the Contract period.
54. Any documented cost associated with customized reporting, where not available through the standard TMS Contractor system, will have to be mutually agreed upon, and the TMS Contractor will not impose any additional fees or surcharges.

#### **Payment for Official Travel:**

55. Provide electronic invoices to ISA monthly or as specified by ISA.
56. Ensure no duplicate invoices are submitted.
57. Automatically process any refunds due to ISA for unused or lost tickets, Miscellaneous Charge Orders (MCOs), unused Prepaid Ticket Advices (PTAs), and downgrades. The TMS Contractor shall void and/or reissue tickets whenever possible instead of refunding.
58. Assist ISA with all documentation necessary to dispute billings from airlines or other providers, when requested.

#### **Payment for Personal Portions:**

59. Accept all major credit cards for payment of these personal expenses at no additional cost.
60. All charges associated with personal portion of official trips, shall be billed directly to travelers and excluded from invoices presented to ISA.
61. ISA shall not be liable for expenses related to personal portions, and reserves the right to audit all travel records to verify the accuracy of allocated costs between official and personal charges.

#### **Quality Control and Assurance**

62. Performance Review: In addition to internal measures of performance, ISA retains the right to require independent evaluation of the TMS Contractor performance. ISA may, at any time, contract with independent third parties to audit TMS Contractor service levels and/or to support efforts to manage the TMS Contractor. The TMS Contractor will cooperate fully with any third-party audit and agrees that all information shared with ISA may be shared with such third-party contractor and with no additional transaction fees.

63. Financial Audit: ISA requires the TMS Contractor to retain all financial documents related to the costs and revenues of its account for a period of at least five (5) calendar years following the termination of any agreement with the TMS Contractor.
64. Fare Audit: The TMS Contractor agrees to cooperate with periodic independent audits of air fares offered. The TMS Contractor will reimburse ISA for any amounts by which fares offered to travelers have exceeded the lowest applicable fare identified by the third-party auditor within the context of ISA travel policy plus a 20% fee. The TMS Contractor may recommend a third-party auditor, however, ISA reserves the right to make the final selection.
65. Personnel: The TMS Contractor shall provide all necessary personnel to deliver prompt, courteous and efficient service. The minimum experience requirements for TMS Contractor personnel assigned to ISA are as follows:
66. Travel consultant: A minimum of five (5) years of reservation experience with predominantly complex international travel and able to do exchanges, refunds and reissuances. Vocational qualifications including IATA training, ticketing and reservations is required.
67. The Account Manager: A minimum of five (5) years of experience working with accounts with a significant volume in net international air sales. Supervisory skills are required.
68. Staffing Levels: The TMS contractor shall:
69. Use all appropriate means, including computerized scheduling routines, to anticipate peak booking periods and adjust staffing accordingly. Cross-trained staff may also be used as necessary to assist in meeting periods of peak travel service demand.
70. Have a plan to provide trained backup for all staff assigned to the ISA in the event of illness, vacation, emergency, or any other absences.
71. Not compensating employees in any manner that would encourage them to increase the cost of ISA travel (such as by enhancing TMS Contractor revenues from suppliers) or would otherwise be inconsistent with ISA policies and objectives.
72. Be encouraged to provide training to its employees at least annually, (or more frequently, as agreed with ISA), on policies, procedures, programs, international affairs and rates, GOS skills, and customer service in a multi-cultural environment. ISA shall provide materials related to ISA procedures/ policy portion of the training.
73. Account Manager: The Contractor shall provide an Account Manager to act as the liaison for ISA to ensure all aspects of services are provided, answer any questions and coordinate tactical and strategic initiatives for ISA.
74. Advise and consult with ISA regarding all matters reasonably pertaining to business travel, including best practices.
75. Assist ISA in monitoring savings opportunities, including advice and/or recommendations on discounting for air, hotel car, groups and meetings, restriction waivers, internet fares, and other techniques to reduce travel expenses.
76. Assist in policy updates or changes.
77. Provide travel consultant training on travel issues and any updates to ISA travel policy at least twice a year or upon request, including providing content for the ISA travel website and other traveler and arranger communication.
78. Offer quarterly, or more frequently if required, performance reviews to evaluate and discuss contract management, including service and savings objectives, industry trends, specific service issues, travel policy, performance benchmarks, and other items such as:



79. Passport/visa activity: number of trips for which the TMS Contractor advised travelers of passport or visa-related requirements and actions taken. The TMS Contractor will track and report on the status of passport/visa activity;
80. Status of refunds: ongoing status report to allow for tracking of refunds, identify stale credit requests and enable the ISA to respond to inquiries from within the ISA;
81. Performance and Service Standards reports: TMS Contractor to show performance against all agreed upon service metrics, including traveler surveys, reservationist's productivity, etc. A sample generic table with Key Performance Indicators is shown in Annex G.
82. Respond to meeting requests sent by ISA in order to review Service Levels and Standards, including Customer Satisfaction.
83. Advise the ISA of new TMS Contractor travel products and services and new third-party travel products and services that may be beneficial to, and support the ISA.
84. Provide analysis of Management Information Reports and impact on the ISA travel management program.
85. Upon the ISA request, provide travel seminars and other programs needed to inform travelers of changes, procedures, and policies.
86. ISA may negotiate on its own behalf for special air and hotel discounts, and shall be free to negotiate such arrangements, including net rates with all suppliers under this Contract. Upon the request by ISA, the TMS Contractor may be called upon by ISA to provide data or other assistance to support such negotiations including, but not limited to, evaluation of travel patterns to identify opportunities for improved discount negotiations, assisting the vendor contracts, and providing special MIS reports. The TMS Contractor will administer fares and rates obtained through such direct ISA negotiation. Under no circumstances will the TMS Contractor act on behalf of ISA in any contract negotiations without ISA expressed authority.
87. The TMS Contractor will not subcontract any services or any additional personnel to service ISA's account (e.g., floaters, ad hoc, etc.) without prior approval from ISA.

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**ANNEX B • EVALUATION CRITERIA**

The evaluation of proposals is a two-stage procedure. The evaluation of the technical proposals will be completed prior to the opening and evaluation of the financial proposals.

The Proposals shall be evaluated on a 60%-40% basis: 60% for the Technical Proposal and 40% for the Financial Proposal (40%).

Potential Contractors must provide all requisite information by clearly and concisely responding to all points set out in the Technical Proposal (Annex D) and Financial Proposals (Annex E), taking into consideration the Scope of Requirements (Annex B) and the criteria hereby detailed. Any Proposal which does not fully and comprehensively address the requirements may be rejected.

**Technical Evaluation Criteria**

Phase 1: A Pass/Fail methodology in which Technical Proposals are vetted for meeting the requirements mandatory to this solicitation exercise. Proposals that fail to fully meet these requirements will be disqualified and will not be considered for Phase 2.

Phase 2: A quantitative ranking exercise in which Technical Proposals will be assessed and awarded points for responsiveness to the requirements of this Solicitation. Vendors that score less than 490 Points (out of a maximum possible score of 700 Points) in this review shall be disqualified.

**IMPORTANT:** The following scores and format will be used in the technical evaluation:

Poor score 0-49%: Fails to meet a minimum requirement; requires a major revision to the proposal to make it acceptable
Marginal Score 50-80%: Fails to meet requirements/standards; low probability of success, significant deficiencies, but correctable.
Acceptable Score 81-90%: Meets requirement/standard; good probability of success, weaknesses can be readily corrected.
Exceptional Scores 91-100%: Exceeds specified performance or capability in a beneficial way to ISA; high probability of success; no significant weakness noted.

**Phase 1 - Mandatory Requirements** (Proposals that fail to meet any of the above requirements shall be disqualified and shall not be considered for Phase 2). All Potential Contractors must have the following:

- The Potential Contractor has access to Global Distribution System.

- The Potential Contractor is a member of IATA
- The Potential Contractor has a valid Government-issued document demonstrating it has legitimacy and authorization to work in all countries in which it proposes to provide travel management services.
- The Potential Contractor assumes responsibility for providing access and documentary evidence to a third-party airfare auditor in order to confirm the lowest price is offered, in accordance with ISA travel policy.

**Phase 2 - Scoring Evaluation Criteria**

Summary of Technical Proposal Evaluation Forms	Score Weight	Points Obtainable
1. Compliance with SoR	20%	20
2. Corporate Capability	10%	10
3. Scope of Requirements - Services Reservations Support Services Services Profiles Customer Service	20%	20
4. Technology and Information Management	20%	20
5. Quality Control and Assurance	10%	10
6. Personnel Organizational structure Qualifications and Experience Account Manager	15%	15
<b>Total Points Obtainable for Technical Evaluation</b>	<b>100%</b>	<b>100</b>

## Financial Evaluation Criteria

No.	Criteria	Evaluation Type
1	Prices	Point Scale - Maximum Possible Score 40 Points
2	Agreement to fixed service charges	PASS/FAIL
4	Financial Capacity to settle ticket purchase accounts for up to 30 days	PASS/FAIL

## Evaluation Process

The method being applied is the **Weighted Score Method**. A relative 60% technical & 40% financial weighted scoring scale is deemed relevant to this procurement, and provides ground for fair evaluation of offers. The weighted score method gives the evaluators a measurable/quantifiable, objective and transparent mechanism for source selection.

Proposals shall be technically evaluated and only those proposals found to be technically acceptable shall be financially evaluated. Technical and financial scores shall be combined to determine the overall combined score for each proposal.

The vendor(s) whose proposal(s) have the best overall combined scores shall be recommended for award. The application of the Weighted Score Evaluation Method is not intended to result in a mechanical decision based exclusively on the "mathematical formula", but in a decision that may call for the professional judgment of ISA Travel Unit in order to strike a sound balance between cost and quality.

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**ANNEX C - TECHNICAL PROPOSAL**

**SECTION 1: CORPORATE CAPABILITY**

Complete the attached Contractor Information form attaching the required supporting documents.

**SECTION 2. OPERATIONS AND TECHNOLOGY**

Required Services:

- Please provide a detailed description of the methodology for how the organization will comply with the main requirements of travel management services required, such as:
- Booking travel (air, rail, sea) at the most direct and lowest available fares
- GOS access for ISA Travel Officer(s) for concurrent monitoring
- Issue tickets according to specifications
- Handling of void tickets and refund procedures
- Support services
- Emergency services
- Profiles for travelers
- Assistance with fare estimates and impact analyses for budget preparation
- Developing a Customer Satisfaction model, including complaint tracking and resolution with ISA direct access
- Handling of personal travel requests

Provide details of capability to provide competitive international faring as a key element to obtained best pricing.

**Technology and Management Information:**

- Provide details of the technology available to support required travel services.
- Provide access (and training) to reporting tools.
- Provide information on your current billing system and your ability to provide required billing and allocate and track separate costing for personal travel.

**Quality Control and Assurance**

- Confirm your acceptance of ISA's option to request an independent performance review

- Confirm that your company will retain for at least five years all financial documents related to business with ISA
- Confirm your willingness to cooperate with Fare Audits and the implications of failing this audit

### **SECTION 3. PERSONNEL**

- Describe overall management structure and approach to be used in the planning and rendering of required services.
- Include an organization chart with details of key positions and designations. Provide listing of personnel to be involved in servicing the contract and information supporting their experience.
- Confirm that your organization can designate an Account Manager and provide details of skills/experience.
- Confirm your agreement to receive training on the policies, procedures and programs of the International Seabed Authority

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**ANNEX D - FINANCIAL PROPOSAL**

The Financial Proposal lists the components associated with the services. All prices shall be quoted in American dollars (USD).

All services described in the Technical Proposal must be addressed. Any service described in the Technical Proposal but not mentioned in the Financial Proposal shall be assumed as included in the other services rendered. The list below is a guide. It must be completed with any other transaction or service the Potential Contractor may wish to include.

The two groups below reflect the required services. The ideal fee structure would be the proposal of one fee for each group. However, the Potential Contractor may indicate another fee structure.

**TICKET SERVICES**

	Description
1	Tickets issuance of international flights
2	Tickets - voiding
3	Tickets - processing partial reimbursement
4	Ticket full reimbursement
5	Ticket re-issuance
6	Transition costs in case of termination of contract

**OTHER SERVICES**

	Description
1	Hotel Reservation
2	Car reservation
3	Train reservation (international)
4	Bus reservation (international)
5	Visa issuance
6	ESTA (Electronic System for Travel Authorization - USA)
7	ETA (Electronic Travel authorization - Canada)
8	Process travel Insurance
9	Conduct passenger name record (PNR)
10	VIP airport service

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**ANNEX E- CONTRACTOR INFORMATION FORM**

1. Contractor's Legal Name:
2. In case of Joint venture (JV), legal name of each party:
3. Provide a general description of your authorized business activities:
4. Year of Registration:
5. IATA Licence No. (please attach copy):
6. Actual or intended country(ies) of Registration/Operation:
7. Countries of Operation :
8. Number of staff in each country:
9. Years of operation in each country:
10. Legal Address(es) in country(ies) of registration/operation:
11. Size of Market and Geographical area where services are provided:
12. Supply information regarding corporate experience within the last five years which is relevant to the services required by this Request for Proposal:
13. Attach the latest audited financial statement duly certified by a public accountant. Include information on latest credit rating
14. Provide a brief description of your litigation history (disputes, arbitration claims, etc), if any, indicating current status and outcomes, if already resolved
15. Provide any additional information about your organization that you consider key in meeting/exceeding the requirements of this RFP:
16. Contractor's Authorized Representative Information :  Name:  Address:
17. Are you in the United Nations ineligibility list? Yes_ No __ Don't know ___



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**ANNEX F - KEY PERFORMANCE INDICATORS FOR TMS CONTRACTOR**

<b>Metric</b>	<b>Attribute</b>	<b>Definition</b>	<b>Expected level</b>
<b>1. Reservations</b>	Accuracy	<b>Agency</b> complies with SoR, free of errors	Zero defects in registering travelers, making bookings, calculating fares
	Timeliness and Efficiency	Ability to deliver timely services using minimum resources	Confirm itinerary within 24 hours of receiving request
<b>2. Ticket issuance</b>	Accuracy	Agency complies with SoR, free of errors	Zero errors
	Timeliness	Ability to deliver timely services using minimum resources	3 working days before date of departure
<b>3. Travel documents</b>	Accuracy	Agency complies with SoR, free of errors	Zero errors
	Timeliness	Ability to deliver timely services using minimum resources	10 days before date of departure
<b>4. Billing</b>	Accuracy	Agency complies with SoR, free of errors	Zero errors
	Clear reporting	Ability to issue accurate and easy to read invoices	No need to request clarification
<b>5. Pricing</b>	Fair price	Reasonable costs for services provided	Rates equal or below the market
	Due diligence	Ability to quote competitive fares	Rates quoted are equal or below preferential rates provided by airlines
	Best value	Competitiveness of rates quoted versus restrictions	same or better terms than those offered by airlines

**REQUEST FOR PROPOSAL (RFP) No. ISA/2023/RFP/OAS001**  
**PROVISION OF TRAVEL MANAGEMENT SERVICES (TMS)**

**ANNEX G - KEY PERFORMANCE INDICATORS FOR TMS CONTRACTOR**

**Legal status**

1. The consultant or individual contractor shall have the legal status of an independent contractor vis-à-vis the International Seabed Authority. The contractor [Any representative or employee of the contractor]1 shall not be regarded, for any purposes, as being either a staff member of the Authority, under the Staff Regulations and Rules of the Authority, or an official of the Authority, for purposes of the Protocol on the Privileges and Immunities of the International Seabed Authority. Accordingly, nothing within or relating to the contract shall establish the relationship of employer and employee, or of principal and agent, between the Authority and the contractor.

**Standards of conduct**

2. The contractor shall neither seek nor accept instructions from any authority external to the International Seabed Authority in connection with the performance of the obligations under the contract. Should any authority external to the Authority seek to impose any instructions on the contractor regarding the contractor's performance under the contract, the contractor shall promptly notify the Authority and shall provide all reasonable assistance required by the Authority. The contractor shall not take any action in respect of the performance of the contract or otherwise related to the contractor's obligations under the contract that may adversely affect the interests of the Authority, and the contractor shall perform the obligations under the contract with fullest regard for the interests of the Authority. The contractor warrants that the contractor has not offered and shall not offer any direct or indirect benefit arising from or related to the performance of the contract or the award thereof to any representative, official or employee of the Authority. The contractor shall comply with all applicable laws, ordinances, rules and regulations bearing upon the performance of the obligations under the contract.

3. The contractor acknowledges and agrees that any breach of any of the provisions hereof shall constitute a breach of an essential term of the contract, and, in addition to any other legal rights or remedies available to any person, shall give rise to grounds for termination of the contract. In addition, nothing herein shall limit the right of the Authority to refer any alleged breach of the foregoing standards of conduct to the relevant national authorities for appropriate action.

4. The contractor may not at any time communicate any information to any other person, Government or authority external to the Authority or known to them by reason of their association with the Authority that has not been made public, except in the course of their duties or by authorization of the Secretary-General or any designate by the Secretary-General; nor shall the contractor at any time use such information to private advantage. These obligations do not lapse upon termination of the contract with the Authority.

**Title rights, copyrights, patents and other proprietary rights**

5. Title to any equipment and supplies that may be furnished by the Authority to the contractor for the performance of any obligations under the contract shall rest with the Authority, and any such equipment shall be returned to the Authority upon completion of work under the contract or when no longer needed by the contractor. Such equipment, when returned to the Authority, shall be in the same condition as when delivered to the contractor, subject to normal wear and tear, and the contractor shall be liable to compensate the Authority for any damage or degradation of the equipment beyond normal wear and tear.

6. The Authority shall be entitled to all intellectual property and other proprietary rights, including but not limited to patents, copyrights and trademarks, with regard to products, processes, inventions, ideas,

know-how or documents and other materials that the contractor has developed for the Authority under the contract and that bear a direct relation to or are produced, prepared or collected in consequence of, or during the course of, the performance of the contract, and the contractor acknowledges and agrees that such products, documents and other materials constitute works made for hire for the Authority. However, to the extent that any such intellectual property or other proprietary rights consist of any intellectual property or other proprietary rights of the contractor: (a) that pre-existed the performance by the contractor of the obligations under the contract; or (b) that the contractor may develop or acquire, or may have developed or acquired, independently of the performance of the obligations under the contract, the Authority does not and shall not claim any ownership interest thereto, and the contractor grants to the Authority a perpetual licence to use such intellectual property or other proprietary right solely for the purposes of and in accordance with the requirements of the contract. At the request of the Authority, the contractor shall take all necessary steps, execute all necessary documents and, generally, assist in securing such proprietary rights and transferring or licensing them to the Authority in compliance with the requirements of the applicable law and of the contract. Subject to the foregoing provisions, all maps, drawings, photographs, mosaics, plans, reports, estimates, recommendations, documents and other data compiled or received by the contractor under the contract shall be the property of the Authority, shall be made available for use or inspection by the Authority at reasonable times and in reasonable places, shall be treated as confidential and shall be delivered only to authorized officials of the Authority upon completion of work under the contract.

### **Confidential nature of documents and information**

7. Information and data that are considered proprietary by either the Authority or the contractor or that are delivered or disclosed by one of them (“discloser”) to the other (“recipient”) during the course of performance of the contract, and that is designated as confidential (“information”) shall be held in confidence and shall be handled as follows: the recipient of such information shall use the same care and discretion to avoid disclosure, publication or dissemination of the discloser’s information as it uses with its own similar information that it does not wish to disclose, publish or disseminate, and the recipient may use the discloser’s information solely for the purpose for which it was disclosed. The recipient may not disclose confidential information to any other party unless with the discloser’s prior written consent. Subject to and without any waiver of the privileges and immunities of the Authority and its officials, the contractor may disclose information to the extent required by law, provided that the contractor will give the Authority sufficient prior notice of a request for the disclosure of information in order to allow the Authority to have a reasonable opportunity to take protective measures or such other action as may be appropriate before any such disclosure is made. The Authority may disclose information to the extent required pursuant to the United Nations Convention on the Law of the Sea and the Agreement relating to the Implementation of Part XI of the United Nations Convention on the Law of the Sea of 10 December 1982, and the rules, regulations and procedures of the Authority. The recipient shall not be precluded from disclosing information that is obtained by the recipient from a third party without restriction, is disclosed by the discloser to a third party without any obligation of confidentiality, is previously known by the recipient or is developed at any time by the recipient completely independently of any disclosures hereunder. These obligations and restrictions of confidentiality shall be effective during the term of the contract, including any extension thereof, and, unless otherwise provided in the contract, shall remain effective following any termination of the contract.

8. Confidential information means information that:

- (a) Is by its nature confidential;
- (b) Is designated by the Authority as confidential;
- (c) The contractor knows or ought to know is confidential.

9. Confidential information does not include information that:

- (a) Is or becomes public knowledge by means other than by breach of the contract;
- (b) Is in the possession of the contractor without restriction to disclosure before the date of receipt from the Authority;
- (c) Has been independently developed or acquired by the contractor;
- (d) Was in the possession of the contractor prior to the commencement date of the contract;
- (e) Is obtained by the contractor from a third party that is free to divulge the same.

10. The Authority may at any time require the contractor to give a written undertaking, in a form required by the Authority, relating to the non-disclosure of confidential information. In the written undertaking, the contractor is required to acknowledge that the provisions of article 168 of the United Nations Convention on the Law of the Sea related to the responsibilities of the staff of the Authority apply, mutatis mutandis, to the contractor. The contractor shall promptly arrange for all such undertakings to be given.

### **Travel, statement of good health and service-incurred death, injury or illness**

11. If the contractor is required by the Authority to travel beyond commuting distance from his or her usual place of residence, such travel shall be at the expense of the Authority and shall be governed by conditions equivalent to the relevant provisions of the administrative instruction of the Authority on official travel. In such cases, the travel expenses borne by the Authority shall not exceed the cost of travel by the least costly economy class regularly available or its equivalent when by air, unless a higher standard is approved in advance by, or on behalf of, the Secretary-General of the Authority.

12. Prior to the commencement of the contractor's services in any offices or premises of the Authority or before engaging in any travel required by the Authority or connected with the performance of the contract, the contractor shall submit a certificate of good health provided by a medical practitioner for himself or herself, or for the representative or employee concerned, and certify that he or she, or the representative or employee concerned, is in possession of medical or health insurance during the period of the contractor's services. The contractor shall provide such a certificate of good health and certification of the medical or health insurance that includes medical treatment as soon as practicable following the signature of the contract. The contractor warrants the accuracy of any such certificate of good health, including but not limited to confirmation that the contractor has been fully informed regarding the requirements for inoculations for the country or countries to which travel may be authorized.

13. The contractor shall be responsible for assuming all costs that may be incurred in relation to the certificate of good health and medical or health insurance.

14. In the event of the death, injury or illness of the contractor that is attributable to the performance of services on behalf of the Authority under the terms of the contract while the contractor is travelling at the Authority's expense or is performing any services under the contract in any offices or premises of the Authority, [the representative or employee of] the contractor or his or her dependants, as appropriate, shall be entitled to compensation equivalent to that provided under appendix B to the Staff Rules of the Authority.

### **Prohibition on assignments and modifications**

15. The contractor may not assign, delegate, transfer, pledge or make any other disposition of the contract, of any part thereof, or of any of the rights, claims or obligations under the contract except with the prior written authorization of the Authority, and any attempt to do so shall be null and void. The terms or conditions of any supplemental undertakings, licences or other forms of agreement concerning any goods or services to be provided under the contract shall not be valid and enforceable against the Authority or in any way constitute an agreement by the Authority thereto, unless any such undertakings, licences or other forms of agreement are the subject of a valid written undertaking by the Authority.

16. No modification or change in the contract shall be valid and enforceable against the Authority unless provided by means of a valid written amendment to the contract signed by the contractor or a duly authorized representative thereof and a duly authorized representative of the Authority.

### **Subcontractors**

17. In the event that the contractor requires the services of subcontractors to perform any obligations under the contract, the contractor shall obtain the prior written approval of the Authority for any such subcontractors. The Authority may, at its sole discretion, reject any proposed subcontractor or require such subcontractor's removal without having to give any justification therefor, and such rejection shall not entitle the contractor to claim any delays in the performance or to assert any excuses for the non-performance of any of the obligations under the contract. The contractor shall be solely responsible for all services and obligations performed by its subcontractors. The terms of any subcontract shall be subject to, and shall be construed in a manner that is fully in accordance with, all of the terms and conditions of the contract. The contractor shall not assign work to be performed under the contract to any person other than those accepted by the Authority in the form of written notification.

### **Use of the name, emblem or official seal of the authority**

18. The contractor shall not advertise or otherwise make public for purposes of commercial advantage or goodwill that the contractor has a contractual relationship with the Authority; nor shall the contractor in any manner whatsoever use the name, emblem or official seal of the Authority or any abbreviation of the name of the Authority in connection with its business or otherwise without the written permission of the Authority.

### **Indemnification**

19. The contractor shall indemnify, defend and hold and save harmless the Authority and its officials, agents and employees from and against all suits, proceedings, claims, demands, losses and liability of any kind or nature, including but not limited to all litigation costs and expenses, attorney's fees, settlement payments and damages, based on, arising from or relating to:

(a) Allegations or claims that the use by the Authority of any patented device, any copyrighted material or any other goods or services provided to the Authority for its use under the terms of the contract, in whole or in part, separately or in combination, constitutes an infringement of any patent, copyright, trademark or other intellectual property right of any third party;

(b) Any acts or omissions of the contractor or of any subcontractor or anyone directly or indirectly employed by them in the performance of the contract that give rise to legal liability to anyone not a party to the contract, including, without limitation, claims and liability in the nature of a claim for workers' compensation.

### **Insurance**

20. The contractor shall pay the Authority promptly for all loss, destruction or damage to the property of the Authority caused by the contractor or of any subcontractor or anyone directly or indirectly employed by them in the performance of the contract.

21. The contractor shall be solely responsible for taking out and for maintaining adequate liability and property damage insurance required to meet any of the obligations under the contract and in respect of any tort action or tort claim arising out of the contractor's acts or omissions related to the contract, as well as for arranging, at the contractor's sole expense or at that of its representative or employee, such life, health and other forms of insurance as the contractor may consider to be appropriate to cover the period

during which the contractor provides services under the contract. The contractor shall, upon request by the Authority, provide proof of such insurance.

22. The contractor acknowledges and agrees that none of the insurance arrangements that the contractor may make shall in any way be construed to limit the contractor's liability arising under or relating to the contract.

### **Encumbrances and liens**

23. The contractor shall not cause or permit any lien, attachment or other encumbrance by any person to be placed on file or to remain on file in any public office or on file with the Authority against any monies due to the contractor or to become due for any work done or against any goods supplied or materials furnished under the contract or by reason of any other claim or demand against the contractor.

### **Force majeure and other changes in conditions**

24. In the event of and as soon as possible after the occurrence of any cause constituting force majeure, the contractor shall give notice and full particulars in writing to the Authority of such occurrence or cause if the contractor is thereby rendered unable, wholly or in part, to perform the obligations and meet the responsibilities under the contract. The contractor shall also notify the Authority of any other changes in condition or the occurrence of any event that interferes or threatens to interfere with the contractor's performance of the contract. Not more than 15 days following the provision of such notice of force majeure or other changes in condition or occurrence, the contractor shall also submit a statement to the Authority of estimated expenditures that will likely be incurred for the duration of the change in condition or the event. Upon receipt of the notice(s) required hereunder, the Authority shall take such action as it considers, at its sole discretion, to be appropriate or necessary in the circumstances, including the granting to the contractor of a reasonable extension of time in which to perform any obligations under the contract.

25. If the contractor is rendered permanently unable, wholly or in part, by reason of force majeure to perform the obligations and meet the responsibilities under the contract, the Authority shall have the right to suspend or terminate the contract on the same terms and conditions as provided for below, under "Termination", except that the period of notice shall be five days instead of any other period of notice. In any case, the Authority shall be entitled to consider the contractor permanently unable to perform the obligations under the contract in the case of the contractor's suffering any period of suspension in excess of 30 days.

26. Force majeure as used herein means any unforeseeable and irresistible act of nature, any act of war (whether declared or not), invasion, revolution, insurrection, strikes or other labour disturbances, riots, floods, storms, earthquakes, fires or any other acts of a similar nature or force, provided that such acts arise from causes beyond the control and without the fault or negligence of the contractor.

### **Termination**

27. Either party may terminate the contract before the expiry date of the contract, in whole or in part, upon given written notice to the other party. The period of notice shall be 5 days in the case of contracts for a total period of less than two months and 14 days in the case of contracts for a longer period. The initiation of conciliation or arbitral proceedings, as provided below, shall not be deemed to be a cause for or otherwise to be in itself a termination of the contract.

28. The Authority may, without prejudice to any other right or remedy available to it, terminate the contract forthwith in the event that: (a) the contractor is adjudged bankrupt, is liquidated or becomes insolvent, applies for a moratorium or stay on any payment or repayment obligations, or applies to be declared insolvent; (b) the contractor is granted a moratorium or a stay or is declared insolvent; (c) the

contractor makes an assignment for the benefit of one or more of the contractor's creditors; (d) a receiver is appointed on account of the insolvency of the contractor; (e) the contractor offers a settlement in lieu of bankruptcy or receivership; or (f) the Authority reasonably determines that the contractor has become subject to a materially adverse change in the financial condition that threatens to endanger or otherwise substantially affect the ability of the contractor to perform any of the obligations under the contract.

29. In the event of any termination of the contract, upon receipt of notice of termination by the Authority, the contractor shall, except as may be directed by the Authority in the notice of termination or otherwise in writing: (a) take immediate steps to bring the performance of any obligations under the contract to a close in a prompt and orderly manner and, in doing so, reduce expenses to a minimum; (b) refrain from undertaking any further or additional commitments under the contract as of and following the date of receipt of such notice; (c) deliver all completed or partially completed plans, drawings, information and other property that, if the contract had been completed, would have been required to be furnished to the Authority thereunder; (d) complete performance of the work not terminated; and (e) take any other action that may be necessary, or that the Authority may direct in writing, for the protection and preservation of any property, whether tangible or intangible, related to the contract that is in the possession of the contractor and in which the Authority has or may be reasonably expected to acquire an interest.

30. A contractor may terminate the contract if: (a) the Authority is in arrears of any payment due under the contract for more than 30 days; (b) the Authority is in breach of any of the terms or conditions under the contract.

31. In the event of any termination of the contract, the Authority shall only be liable to pay the contractor compensation on a pro rata basis for no more than the actual amount of work performed to the satisfaction of the Authority in accordance with the requirements of the contract. Additional costs incurred by the Authority resulting from the termination of the contract by the contractor may be withheld from any amount otherwise due to the contractor from the Authority.

### **Non-exclusivity**

32. The Authority shall have no obligation respecting, and no limitations on, its right to obtain goods of the same kind, quality and quantity, or to obtain any services of the kind described in the contract, from any other source at any time.

### **Taxation**

33. Article 183 of the United Nations Convention on the Law of the Sea provides, inter alia, that within the scope of its official activities, the Authority, its assets and property, its income, and its operations and transactions, authorized by the Convention, shall be exempt from all direct taxation, and that goods imported or exported for its official use shall be exempt from all customs duties. The Authority shall not claim exemption from taxes that are no more than charges for service rendered.

34. In the event that any governmental authority refuses to recognize the exemptions of the Authority from such taxation and customs duties, the contractor shall immediately consult with the Authority to determine a mutually acceptable procedure. The Authority shall have no liability for taxes, duty or other similar charges payable by the contractor in respect of any amounts paid to the contractor under the contract, and the contractor acknowledges that the Authority will not issue any statements of earnings to the contractor in respect of any such payments.

### **Settlement of disputes**

35. Amicable settlement. The Authority and the contractor shall use their best efforts to amicably settle any dispute arising out of the contract or the breach, termination or invalidity thereof. Where the parties

wish to seek such an amicable settlement through conciliation, the conciliation shall take place in accordance with the applicable Conciliation Rules of the United Nations Commission on International Trade Law (UNCITRAL), or according to such other procedure as may be agreed between the parties in writing.

36. Arbitration. Any dispute between the parties arising out of the contract, or the breach, termination or invalidity thereof, unless settled amicably as provided above, shall be referred by either of the parties to arbitration in accordance with the applicable UNCITRAL Arbitration Rules. The number of arbitrators shall be three. The language to be used in arbitral proceedings shall be English. The decisions of the arbitral tribunal shall be based on general principles of international commercial law. The arbitral tribunal shall have no authority to award punitive damages. The parties shall be bound by any arbitration award rendered as a result of such arbitration as the final adjudication of any such dispute, controversy or claim.

### **Privileges and immunities**

37. Nothing in or relating to the contract shall be deemed a waiver, express or implied, of any of the privileges and immunities of the Authority and its officials.

### **Miscellaneous**

38. The contract may be executed by parties with the use of electronic signatures in several counterparts, each of which shall be an original but all of which shall together constitute one and the same instrument.

39. The contract embodies the entire agreement and understanding between the contractor and the Authority and supersedes any and all prior agreements and understandings between the parties.