To whom it may concern

IMS 🚱

Date: 2024-03-11

Request for Tender

Travel management services

Dear Sir/Madam,

IMS is inviting interested bidders to offer its services to complete the assignment described in this Request for Tender (RFT). Please note the information on Tender Format and Selection Criteria below.

Please submit your tender clearly marked with:

"RFT IMS-04134"

by registered e-mail to: procurement@mediasupport.org

The deadline for receipt of your tender is: (CET) 15:00, April 12, 2024.

Tenders received after the deadline will be rejected.

If you do not receive a confirmation from IMS, please contact IMS for verification of receipt.

Your tender shall be composed of a technical and a financial proposal as per the following instructions and in accordance with the requirements specified in this Request for Tender:

- 1. **Technical proposal**, containing a comprehensive description of the service offer that correspond to the requirements of the RFT, including references and/or business case(s).
- 2. **Financial proposal**, containing fees and other associated costs to deliver the offered services.

Your tender should be valid for no less than 30 days from the deadline for receipt of the tenders. IMS will strive to notify all bidders of the outcome of their tenders by April 30, 2024.

IMS reserves the right to enter a competitive dialogue with the highest ranked, qualified, bidder(s) why the tender evaluation period may need to be prolonged to allow the bidder(s) to clarify their bids.

The Contract will be awarded to the Bidder offering the best value for money with reference to the selection criteria.

By participating in this tender, the Bidder accepts IMS general conditions for Contracts (Annex I). The attached specific conditions are in draft format and will be agreed upon in dialogue between IMS and the winning bidder.

IMS reserves the right to reject a bid, if it without reasonable doubt, determines that the Bidder has engaged in corrupt, fraudulent, collusive, or coercive practices.

ADDRESS IMS (International Media Support) Nørregade 18 1165 Copenhagen K Denmark

info@mediasupport.org

www mediasupport.org

IMS 🛞

All enquires and questions should be addressed to procurement@mediasupport.org. The deadline for posting questions is (CET) <u>15:00</u>, <u>April 3</u>, <u>2024</u>. IMS will publish answers to questions received on its web page shortly thereafter.

Yours sincerely lΒ

Andreas Bergqvist-Jørgensen IMS Institutional Business Advisor



Request for Tender

1. Introduction

Formed in 2001, IMS is a non-governmental and not-for-profit organization registered in Denmark, Copenhagen. IMS supports local media in countries affected by armed conflict, authoritarian rule, and political transition. In more than 35 countries, IMS helps to promote press freedom, strengthen professional journalism, and ensure that media can operate in challenging circumstances.

IMS has approximately 170 employees of 45 different nationalities, located at headquarters in Copenhagen, and across Africa, the Middle East, Southeast Asia and Eastern Europe. Business travel is an important function for IMS, as it operates on a global level with both field presence and attending events and meetings around the world.

IMS' travel volume is currently estimated at ca 550 travels annually with two or more legs, of which 350 travels are undertaken by IMS staff and the rest by third parties travelling on behalf of IMS. Both staff and third parties' travel have world-wide departures and destinations, of which 4% are trips within Africa, 20% within Asia, and 13% within Europe. The estimated annual travel budget amounts to ca DKK 2.250.000 per year of which the largest part is being spent on flight tickets, followed by accommodation.

IMS operations are constantly evolving and so is the need to travel. Depending on what and where projects and programmes are implemented, the nature of its business travel will change over time. The provided figures on travel activity above do thereby not constitute any commitment or guarantee of future volumes in this tender but should be considered a fair estimate of the expected volume and scope of the travel services IMS is tendering for.

In the following, an organization taking part in this tender is referred to as a "Bidder". The successful winning bidder is referred to as "Supplier". The Request for Tender (hereinafter "RFT") contain compulsory requirements, which are designated by the term "must" in bold type. For a tender to be eligible for the award of the Contract, these compulsory requirements have to be fulfilled. The RFT also contain non-compulsory requirements that will reward bidders with extra score for those that are able to meet the requirements. These will be clearly indicated in the RFT.

2. Objectives

IMS intends to enter a contract with a business travel agency that comply with the requirements stated in this RFT. The required services range from single domestic business travel to worldwide business travel to high-risk destinations for IMS staff and third parties travelling on behalf of IMS.



The objective with the tender is to seek cost savings through a more efficient travel management process. Currently, IMS' process is manual why IMS intends to contract a Supplier that offers digital solutions that will allow IMS to enhance the efficiency of its travel management process while maintaining a high level of user satisfaction.

3. Scope of Work and Technical Requirements

The Bidder **must** be able to provide the services IMS is tendering for as described below:

• Definitions, general policy provisions and requirements

IMS defines a *standard travel* as a travel where the travel request is sent to the Supplier five (5) working days before the business travel. IMS defines working days as any day from Monday to Friday, excluding Danish public holidays. IMS defines working hours as Central European Time (CET) 09:00-16:00.

IMS defines an *urgent travel* as a travel where the request is sent to the Supplier less than five (5) working days before the travel, e.g. via the 24/7 helpdesk if outside office hours.

IMS defines a <u>requestor</u> as an IMS employee making reservations for themselves or for a third party travelling on behalf of IMS. Requestors are entitled to make travel requests and bookings for themselves or on behalf of another IMS employee or a third party (*guest traveller*). The Supplier is only entitled to issue tickets for duly approved travel requests.

IMS only permits travel in Economy class.

IMS <u>does not permit</u> the accrual of frequent flyer points or other customer loyalty programmes for private benefits when undertaking travel on behalf of IMS.

IMS requires the services to be offered in English.

• Global Distribution System

The Supplier **must** have access to one or more Global Distribution System(s) that allow for the booking of travel globally, covering at least the following:

- Air travel
- o Train
- o Car rental
- Public transportation and/or bus
- o Taxi and/or ride sharing services
- o Airport transfer
- o Accommodation

The listed categories are subject to market availability. IMS does therefore not expect the bidder to be able to offer bookings of services such as public transportation where these do not exist, or when they are not possible to book online. IMS encourages

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bidders to clearly specify what agreements it has with airlines, train operators, car rental companies and accommodation providers. IMS will evaluate the combined service offer based on IMS' travel needs where currently air travel and accommodation are the most important categories.

IMS may need to travel to countries that are subject to restrictive measures by the EU, UN and/or the US. In Annex II, a list of destinations IMS travelled to in 2023 is provided. The bidder **must** be able to make travel arrangements to the listed destinations. The bidder **must** clearly state any restrictions in its service offer that follows legal obligations in the bidder's country of registration, or equivalent. Such limitation may entail not being able to book air travel to, or accommodation in, a specific destination that is not included on the list of destinations.

Although currently not representing any significant share of IMS' travel volume, IMS reserves the right to conclude bilateral agreements with accommodation providers. The Supplier may use the prices resulting from such bilateral agreements (if any) to make the needed bookings, except if a lower price negotiated by the Supplier is made available.

• Procedures for travel requests and approval of travel

The bidder **must** be able to receive travel requests online (through an OBT) and offline (through phone and email). The requirements for each service are specified below, and in subsequent sections of the RFT.

All IMS travel requests should be pre-approved in accordance with IMS' Travel Policy. This includes allocating the travel request to a valid cost centre ¹. Since one of the objectives with this tender is to make IMS' travel management process more efficient, IMS will assess in what ways the bidder's service offer could achieve this.

One important part of IMS' assessment of the bidder's service offer is the ability to have travel requests approved online in the OBT (see subsequent section for further details on the OBT). IMS therefore asks bidders to clearly present their solution for electronic approvals and for establishing travel policy rules online. This can be illustrated through screen dumps or equivalent. For audit purposes, approvals **must** be accessible to IMS, i.e. be registered and stored electronically, so that approvals can be traced and verified retrospectively.

When choosing between different travel options/itineraries, the requestor shall take the following into consideration:

- i. estimated travel time including stop-over(s),
- tentative prices, including all applicable fees and services included (e.g. breakfast and meals, luggage allowances, rebooking options or equivalent), and;
- iii. generated CO2 emissions.

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¹ IMS Costs are allocated via 4 dimension values.

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The bidder **must** therefore be able to offer this information when responding to IMS' travel requests, regardless of if the request is made online or offline. Furthermore, the bidder **must** communicate to the requestor any deadline for an offer to remain valid in terms of price, availability, and other related features. Unless prohibited by factors outside the control of the bidder, such as but not limited to the number of airlines flying to a specific destination, requestors **must** be provided with at least three options/itineraries for each travel request.

When a travel request has been confirmed, the bidder **must** issue travel documents electronically (E-ticketing) to the requestor via i) email and/or, ii) through the Online Booking Tool.

• Online Booking Tool (OBT) and App solution

The Supplier **must** provide IMS with an OBT that shall enable users to make worldwide travel arrangements. The OBT shall also enable users to access their planned travel (e-tickets and itineraries) regardless of how the travel has been booked. The OBT should be able to support the establishment of travel policy rules, to allow automated controls of policy compliance, as described in the previous section.

The OBT shall be accessible by users 98% of the time outside planned system maintenance. IMS shall be notified at least 72 hours prior to any planned system maintenance.

Bidders that offer an app solution in addition to the OBT that allow users to book travel and access their booked travel (e-tickets and itineraries), <u>will be rewarded extra scoring</u> <u>as this service is considered an asset.</u>

It <u>will be considered an asset</u> if the bidder offers free of charge online travel information, such as but not limited to, airline strikes or other social or political events that may influence a booked travel.

• Payments and invoicing

The bidder **must** be able to provide IMS with aggregated invoices on a bi-weekly basis, or at an interval mutually agreed upon between IMS and the Supplier. The invoices shall at least contain the following information: travel and ticket types, travellers, itineraries, itemised costs that are marked with a valid IMS cost centre.

Invoicing should preferably be made in DKK as the use of other currencies entails additional transaction costs for IMS, whereby IMS will take the invoicing currency into consideration when evaluating the bidder's combined pricing model.

The bidder should clearly indicate if it is required for IMS to enter a contract with a third-party payment provider to be able to have a travel account that permits invoicing as defined above.

It will be considered an asset if the bidder can offer a tailored payment solution, such as but not limited to, corporate credit or debit cards.

It will be considered an asset if the bidder can offer electronic invoicing options.





• Service Level Agreement and emergency support

Due to the nature of IMS' business travel, with many multi-tier travels and travel to high-risk destinations, the bidder **must** be able to receive travel requests offline (by phone and/or email). IMS will assess the bidder's service offer for offline bookings in relation to the OBT.

If the bidder displays in-depth knowledge and understanding of IMS' travel pattern and needs, including potential constraints and opportunities for cost savings, this <u>will be</u> <u>considered an asset</u>. One way the bidder can display this is by having tailored its services to similar type of clients, i.e. non-profit clients operating globally in international development cooperation or humanitarian aid settings.

The Supplier must respond to 70% of phone calls within 30 seconds.

The Supplier **must** provide a 24/7*365 emergency support assistance for travellers in case of any travel related problem, such as, but not limited to, cancelled flights, missed connections, delays, disruptions, lost luggage, hotel check-in problems.

Traveller shall not wait <u>more than five (5) minutes</u> prior to receiving the emergency assistance. IMS will assess the set-up and staffing of the emergency support service in relation to the nature of IMS' travel as described above.

• Customer services and Client Satisfaction Survey

The Supplier **must** provide IMS with a Key Account Manager that will be IMS focal point for contractual and client satisfaction issues. The Key Account Manager must have at least five (5) years of relevant experiences (IATA) and be fluent in English.

At least once a year, the Supplier **must** perform a client satisfaction survey. The target for customer satisfaction is that at least 80% of the respondents are satisfied with the travel services. IMS and the Supplier will engage in a dialogue around the result of the survey to discuss ways of improving the provided services.

• Travel data and reporting

The Supplier must provide IMS with at least monthly statistics on travel data and expenditures. The breakdown of data must be aligned with the needs of IMS and cover at least the following: expenditures accumulated and broken down on individual travel including different cost allocations, data on number and types of journeys, including departures and end destinations.

Bidders offering live monitoring of travel data in a dashboard or equivalent <u>will be</u> rewarded extra scoring as this service is considered an asset.

• CO2 reporting and sustainability commitments

The Supplier must provide IMS with at least monthly CO2 emission reports as per ICAO standards, or equivalent.



Bidders offering live monitoring of CO2 emissions in a dashboard or equivalent <u>will be</u> rewarded extra scoring as this service is considered an asset.

IMS will assess the bidder's sustainability commitments. This may entail, but not being limited to, having a sustainability accreditation or certification, offering sustainable services e.g. biofuels for flights, having made net-zero or equivalent sustainability commitments, offering a CO2 offsetting mechanism or service, and/or regular publishing of ESG reporting, or equivalent.

• IATA, ISO, and other accreditations

The bidder **must** be IATA accredited. Bidders who have additional travel accreditation(s) will be rewarded extra scoring as this <u>is considered an asset</u>.

Bidders that are certified according to ISO 9001, or equivalent, will be rewarded extra scoring as <u>this is considered an asset</u>.

• Raptim humanitarian, UN flights, and other preferential ticket types

IMS will <u>consider it an asset</u> if a bidder is able to offer raptim humanitarian flight tickets, and/or access to UN flights or any other equivalent preferential ticket type.

• Third-party safety provider and duty of care

IMS has a contract with an external safety service provider that is responsible for duty of care for IMS' travellers. The Supplier **must** forward information on IMS travel and travellers to the safety service provider. IMS will share additional information on the applicable procedures with the Supplier.

• Third party or integrated travel expenditure/claims management

It <u>will be considered an asset</u> if the bidder is able to provide an integrated solution and/or platform for digital travel expenditure/claims management that will allow IMS to automate its travel expenditure workflow in the future.

IMS reserves the right to tender for and implement a third-party travel expenditure/claims management provider during the contract period under this RFT.

• Onboarding, customization process and support during implementation

IMS will assess the bidder's onboarding process, including its complexity and specific technical requirements (if any). It <u>will be considered an asset</u> if the bidder can offer tailored trainings of super users (administrators or equivalent) and regular users during an inception phase. IMS will also assess the possibility to customize the OBT based on IMS' needs and requirements and how future updates and customization needs will be planned for and implemented.

• Diversity, Equity and Inclusion

IMS is committed to furthering the Diversity, Equity and Inclusion (DEI) agenda by fighting injustices and discrimination based on, but not limited to, a person's ability, age, citizenship status, educational attainment, ethnicity, gender, geographic location,

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language, nationality, religion, race, sexuality, and/or socioeconomic status. IMS will consider it an asset if the bidder has policies, and/or has made public commitments, in this space. Examples could be promoting inclusive recruitment practices, having a DEI policy publicly available, or equivalent.

• Data protection

In this RFP, the scope and range of "data processing" is defined by Article 4(2) of the General Data Protection Regulation (EU) 2016/679 ("GDPR"). IMS sees the Supplier as an autonomous Data Controller. As such the Supplier must ensure its compliance with the relevant laws that govern data processing - including accessing, storing and transmitting - in the Supplier's country of register.

When the Supplier processes personal data of EU citizens, the Supplier must comply with the responsibilities of a Data Controller under the requirements of the GDPR.

At the end of the Contract period, the supplier must assist with transferring data on IMS travellers to a new supplier.

4. Timing and Duration of the Contract

IMS aims at concluding the Contract to apply from July 1, 2024, and remain in force until June 30, 2026, i.e. for a period of two (2) years. The Contract may be subject to prolongation two (2) times, one year each, making the total contractual period a maximum of four (4) years.

5. Financial proposal

The tender shall contain a financial proposal expressed in DKK or EUR, containing a comprehensive and transparent breakdown of different types and categorization of fees that meet the service requirement of this RFT.

The financial proposal shall present the bidder's pricing model and can be divided into the following items, when applicable (list is not exhaustive):

- Fee per booking and/or per issued ticket(s), divided in;
 - o Standard and urgent travel requests,
 - Different types of booking sub-categories e.g. flights, accommodation, train, car rental, etc,
 - o Bookings made offline (phone) and through OBT,
- Fee for using the 24/7*365 service,
- Subscription, customer and/or service license fee(s);
- Cancellation and/or rebooking fees, divided in different types of booking subcategories.

The financial proposal shall be included VAT. IMS shall under <u>no circumstances</u> be responsible for any payments of social charges, personal income taxes, value added



taxes (VAT), and other statutory contributions which may be imposed on the Supplier in relation to this RFT.

For the purpose of evaluating bids, IMS will make an assessment of each bidders' pricing model and award maximum score to the bidder offering the lowest total cost.

IMS reserves the right to ask bidders for clarifications if the financial proposal does not contain sufficient information that permits IMS to assess the total cost in a transparent manner.

6. Selection criteria and evaluation method

IMS will apply a combined weighted average scoring method for evaluating the bids. The maximum score for the technical proposal is **60 points**. The scoring method is provided in Annex III.

The maximum score of **40 points** for the financial proposal will be awarded the lowest priced tender.

The financial proposals will be scored in proportion to the lowest priced offer.

The selection criteria are as follows:

TECHNICAL CRITERIA	SCORE
CRITERIA	I
 Feasibility and functionality of the offered services. IMS will assess the following dimensions: Planning of and support during the onboarding process, including training of IMS' staff and support to superusers, customizing and setting up OBT and other related services (7 points). Staffing, organisation, and type of client support after onboarding process (10 points) Functionality and user-friendliness of OBT (8 points) The ability to make IMS' travel management process more efficient (8 points) Inventory of accommodation, access to preferential flight tickets and/or other discounted rates (7 points) Dashboard and/or reporting functionality for monitoring travel data, including CO2 emissions (2 points) Sustainability commitments (3 points) 	45
SUB-TOTAL	45
NON-MANDATORY TECHNICAL CRITERIA (EXTRA SCO	RING)
ISO9001 Certified, or equivalent	1
Additional travel accreditation(s)	1

Previous experiences of clients that are non-profit and/or non- governmental organisations that operate in the international	2
development cooperation or humanitarian sector(s)App solution for booking and management of bookings	3
Live reporting of travel data through an online dashboard or equivalent	1
Live reporting of CO2 emissions through an online dashboard or equivalent	1
DEI (Diversity, Equity, and Inclusion) statement, policy, commitment, or equivalent that is made publicly available	2
Offering an integrated or third-party expenditure/claim management reporting services for possible future implementation	4
SUB-TOTAL	15
TOTAL SCORE TECHNICAL CRITERIA	60
PRICE	
IMS will assess the combined pricing model, including all types of variable and fixed fees	40
TOTAL SCORE PRICE	40
TOTAL SCORE	100

7. <u>Competitive dialogue</u>

IMS reserves the right to enter a competitive dialogue with the highest ranked bidder(s) to better understand the proposed service offer, including both its technical features and pricing model. This can entail offering IMS a demonstration of its OBT and/or presenting a detailed implementation plan for the onboarding process, including system set-up and customization and any other required steps.

8. <u>Submission and format of tender</u>

The tender shall be submitted to IMS electronically to <u>procurement@mediasupport.org</u> in any of the following formats: .docx, .pdf, .ppx, marked with **"RFT IMS-04134"**.

The deadline for submission of bids is (CET) 15:00, April 12, 2024.

The tender document shall be no longer than 50 pages, excluding annexes.

The tender shall be composed of the following parts:

- 1. **Technical proposal**, containing a comprehensive description of the service offer that correspond to the requirements of the RFT, including references and/or business case(s). The technical proposal can include screen shots of the OBT.
- 2. **Financial proposal**, containing the fees and other associated costs to deliver the offered services.



IMS reserves the right to ask bidders to verify the authenticity of any claim made in their technical proposals, such as but not limited to verification of IATA, ISO and any other certification or accreditation. This may also entail verifying that the bidder does not disqualify from participating in the tender due to a conflict of interest as defined in section 13 below.

9. **Questions and answers**

The bidder has the opportunity to ask questions on the RFT through email. Questions should be sent to: <u>procurement@mediasupport.org</u>, marked by "Question on IMS RFT-04134".

The deadline for asking questions is <u>15:00 (CET)</u>, <u>April 3</u>, <u>2024</u>. The bidder cannot expect to get answers to questions submitted after this date.

IMS will publish answers to questions received on its web page latest April 5, 2024. Answers will also be distributed to bidders who have posted them.

10. Conflict of Interest

IMS defines a conflict of interest as a situation where a person involved with IMS or acting on behalf of IMS has a direct or indirect personal, financial, or business interest in a decision or action by IMS. Any existing or potential conflicts of interest concerning this RFT must be brought to the attention of IMS. IMS reserves the right to exclude a bid that is subject to a conflict of interest.

11. Ownership and Intellectual Property

Where the winning bidder's proposal leads to a Contract between IMS and the Supplier, it is a requirement, that IMS acquire all rights and sole property to any material produced under such a Contract.

12. Confidentiality

IMS acquires and retains ownership of all tenders received. IMS will maintain the confidentiality of prices, terms and conditions of all tenders received.

13. Exclusion grounds

IMS reserves the right to exclude bids that are:

- Subject to a conflict of interest as defined in section 10 above;
- Based on a misrepresentation of information required by IMS as a condition to participate in the contract or failure to supply this information;
- Submitted by bidders that are bankrupt or being wound up, are having their affairs administered by the courts, have entered into an arrangement with creditors, have suspended business activities, are the subject of proceedings concerning those matters, or are in any analogous situation arising from a similar procedure provided for in national legislation or regulations;



- Submitted by bidders that are convicted of an offence concerning their professional conduct by a judgment, which has the force of res judicata;
- Submitted by bidders that are guilty of grave professional misconduct proven by any means, which IMS can justify.

14. Processing of personal data

IMS will process the personal data included in tender documents and communications received from bidders.

15. Attachments

- Draft Service Contract special and general conditions (Annex I)
- List of mandatory destinations (Annex II)
- Tender evaluation scoring scale (Annex III)



Annex I - (Draft) SERVICE CONTRACT

Between	and
International Media Support (IMS)	[Insert name of company or individual]
Nørregade 18	Address
1165 Copenhagen K	
Denmark	
CVR No.: 26487013	Registration number:
Telephone: +45 8832 7000	Contact person:
	Mobile phone:
	E-mail:
(hereinafter referred to as "IMS")	(Hereinafter referred to as "the service provider")

PART 1. SPECIFIC CONDITIONS

1. ASSIGNMENT

The service provider is hereby contracted by IMS to fulfil the tasks described in this contract.

[INSERT DESCRIPTION OF TASK(S) HERE <u>OR</u> DESCRIBE TASK(S) IN ANNEXED TOR]

2. CONTRACT PERIOD

The contract period is 01 July, 2024 to 30 June, 2026.

The contract may be subject to prolongation two (2) times, each representing a one-year prolongation,

totalling the contract time to maximum four (4) years.

3. FEES

The attached (Annex II) price list defines the fees the service provider will charge IMS to perform the services described under article 1 above.

4. PAYMENT CONDITIONS

4.1. Social charges, taxes, etc.

The service provider shall be responsible for all payments of social charges, personal income taxes, value added taxes (VAT), and other statutory contributions which may be imposed on the service provider in relation to this contract. IMS shall under no circumstances be required to make any such payments.

4.2. Payment of fees

The service provider will invoice IMS

5. ANNEXES

The annexes as listed below are an integral part of this Contract.

- Description of service offer
- Price list



PART 2. GENERAL CONDITIONS

I. DELEGATION OF RESPONSIBILITES

The Service provider may not assign or delegate any of the assignments or responsibilities relating to this Contract to another legal entity, without the written consent of IMS.

It is the responsibility of the Service provider, that any individual or entity, to whom the Service provider delegates the assignments or responsibilities related to this Contract, complies with terms of this Contract.

II. TRAVEL

All international travel for IMS must be approved prior to departure. Upon approval, IMS Travel Guidelines will be sent to the service provider. By signing this contract, the service provider confirms that the IMS Travel Guidelines, including standards and maximum rates specified therein, will be strictly adhered to.

III. TRAVEL INSURANCE

International travel insurance is provided by IMS. This insurance only covers activities related to this contract. Travel in current, registered country of residence or employment is not insured by IMS. If the service provider already has separate travel and safety insurance, the service provider must inform IMS thereof.

IV. SAFETY

If the consultancy involves travel IMS will provide information on safety procedures. By signing this contract, the service provider accepts the IMS safety procedures and any subsequent safety instructions by IMS. Failure to comply with the IMS safety procedures or instructions will constitute a breach of contract.

V. CONFLICT OF INTEREST

The service provider warrants that there is no separate interest, either current or reasonably foreseeable, which will create a conflict of interest related to this contract.

Should a conflict of interest arise or be foreseen by the service provider, the service provider must immediately bring this to the attention of IMS and cease the affected activities.

VI. MANDATE

The service provider shall not engage in activities or enter into agreements that commit IMS to any expenses or courses of action without having obtained the prior written consent of IMS. The service provider is liable for any obligations including financial obligations that might pertain from such activities.

VII. ETHICS

No offer, payment, consideration or benefit of any kind, which could be regarded as an illegal or corrupt practice, shall be made, promised, sought or accepted - neither directly nor indirectly - as an inducement or reward in relation to activities funded under this contract, incl. tendering, award or execution of contracts. Any such practice will constitute a material breach of contract and be grounds for such additional action, civil and/or criminal, as may be appropriate. At the discretion of the donor(s), a further consequence of any such practice can be the definite exclusion from any tendering for projects, funded by the donor(s).

The service provider must adhere to the **IMS Code of Ethics**, which is available on the International Media Support website; (www.mediasupport.org).

VIII. BANK ACCOUNT

To ensure timely bank transfers, IMS requires the service provider to submit an official letter, payment instruction for inward remittances or 'certificate of bank details' from his/her bank. The service provider is



responsible for providing IMS with correct and accurate bank details, including any changes to the bank details that should occur during the contract period.

Any bank charges related to the return of amounts to IMS or bank search for transferred amounts due to inaccurate information will be deducted from the final transfer to the service provider. IMS is not liable for bank fees deducted by the service provider's bank or corresponding banks, pertaining to the service provider's receipt of transfers.

IX. PAYMENT CONDITIONS

The Service provider shall be responsible for all payments of social charges, personal income taxes, value added taxes (VAT), and other statutory contributions which may be imposed on the service provider in relation to this Contract. IMS shall under no circumstances be required to make any such payments.

X. TITLE TO EQUIPMENT

IMS shall retain ownership of any equipment and/or supplies furnished by IMS. Such equipment shall be returned to IMS in an acceptable condition no later than at the termination of this Contract. The Service provider shall be liable for equipment determined to be damaged or degraded beyond normal wear and tear.

XI. DATA PROTECTION

In this contract the scope and range of "data processing" is defined by Article 4(2) of the General Data Protection Regulation (EU) 2016/679 ("GDPR"). Where the service provider acts as an autonomous Data Controller, the service provider must ensure compliance with relevant laws that govern data processing.

XII. INTELLECTUAL PROPERTY RIGHTS, CREDITS, AND EDITORIAL RESPONSIBILITY

IMS shall have the ownership of the intellectual property rights (IPR) to any materials produced and/or other results of this Contract, reports and other related documents, notwithstanding the incorporation of IP and/or materials previously produced by the Service provider.

At the request of the Service provider, IMS shall credit the Service provider for the involvement in creating the IPR.

The Service provider warrants that there will be no incorporation of any material that would affect any intellectual rights of third parties.

IMS is not responsible for any opinions, beliefs, or viewpoints expressed by the Service provider.

XIII. CONFIDENTIALITY

Information about IMS' partners, programmes, personnel or financial issues shall be treated as confidential by the service provider. This shall also apply after the termination of the contract.

Both during and after the contract period, the service provider will, when asked, return to IMS any confidential information related to IMS and/or any property of IMS.

The above includes any employees, contractors, sub-suppliers etc. that the service provider has used.

XIV. SOCIAL MEDIA AND ADVERTISING

The Service provider is not to engage in Social Media as a representative of IMS unless the specific mandate has been given by IMS's Communications Unit or through the job description. Furthermore, the Service provider is encouraged to consider if certain social media activity may reflect negatively on IMS.

The Service provider shall not advertise or otherwise make public the fact that he is a service provider to IMS without specific approval from IMS. Nor shall the Service provider use the name of IMS in connection with his business or otherwise. Non-observance of these conditions shall entitle IMS to cancel



the Contract, or any part thereof, and to hold the Service provider liable for any subsequent damages suffered by IMS.

XV. TERMINATION OF CONTRACT AND FORCE MAJEURE

This contract may be terminated by four weeks written notice by either party.

In case of material breach of contract, force majeure or any other unforeseen situation rendering it impossible for either party to perform its obligations according to this contract, IMS may terminate the contract with immediate effect.

In the event of termination by either party, all advanced payments as per the date of termination are to be returned to IMS together with complete reporting for services delivered/activities implemented for the period up until the date of termination.

XVI. BREACH OF CONTRACT

In case of non-compliance with the provisions of this contract, IMS shall notify the service provider in writing - informing the service provider that continuing lack of compliance constitutes a breach of contract. The notification shall state the nature of the non-compliance as well as what section/provisions of this contract the breach relates to.

From the date of receiving a written notification stating a breach of contract, the service provider must - within a period of 10 calendar days - comply with all contractual obligations and produce written documentation to IMS that any error, breach and/or non-compliance with this contract has been corrected. If the service provider fails to do so, this will constitute a material breach of this contract that entitles IMS to terminate the contract with immediate effect according to section XIV below.

XVII. MATERIAL BREACH OF CONTRACT

In case of the service provider's material breach of contract, willful misconduct or gross negligence of obligations under this contract, IMS shall have the right to terminate the contract with immediate effect and the service provider shall indemnify IMS in accordance with general principles of Danish law.

In case of material breach of this contract IMS shall have any and all remedies available to it under general principles of Danish law. IMS, at its sole and exclusive discretion, shall be entitled to enforce claims (including the right to claim a refund of all payments made and indemnification of losses related to the breach of contract).

XVIII. SETTLEMENT OF DISPUTES

If any dispute arises relating to the implementation or interpretation of this contract, the parties shall seek to reach an amicable solution.

Any dispute that cannot be solved amicably shall be settled according to Danish laws and regulations and shall be settled at IMS venue: Copenhagen District Court, Nytorv 25, 1450 Copenhagen K.

Date: [INSERT DATE]

Date: [INSERT DATE]

[Name of IMS signatory]

[Name of Service provider/Signatory]

Annex II - IMS 2023 Travel destinations

Destinations	Trips
Afghanistan	6
Angola	0 *
Armenia	0 *
Austria	1
Bangladesh	3
Belgium	17
Bosnia	2
Brazil	1
Burkina Faso Cambodia	6 3
Colombia	3 0 *
Costa Rica	2
Czeck Republic	1
Denmark	121
Egypt	8
Ethiopia	5
France	13
Georgia	21
Germany	18
Holland	4
India	4
Indonesia	27
Israel	1
Italy	2
Jordan	15
Kenya	3
Kosovo	3
Latvia	4
Lebanon	4
Liberia	1
Mali	1
Moldova	28
Morocco	3
Mozambique	1
Netherland	4
Niger	0 *
Nigeria	0 *
Norway	4
Pakistan	2
Philippines	4
Poland	4
Rwanda	1
Senegal	0 *
Sierra Leone	4 4
Singapore Somalia	
South Africa	13 8
Si Lanka	o 5
Sweden	21
Switzerland	1
Tanzania	4
Thailand	93
Tunisia	4
Turkey	8
Uganda	0 *
UK	10
Ukraine	0 *
USA	11
Zambia	1
Zimbabwe	2
Grand Total	537

* Where 0 signifies destinations on a mulit-tier travel

Annex III - Tender evaluation scoring scale



Tender evaluation scoring scale

Assessment	Description	Score (%)
Excellent	Significantly exceeds the requirements	1
Good	Exceeds the requirements	0.9
Acceptable	Meets the requirements	0.7
Limited	Meets some of the requriements but not all	0.4
Not eligible	Significantly fails to meet the requirements	0