

Annex 1:

Technical Terms and Conditions Common to All Lots

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TECHNICAL TERMS AND CONDITIONS
COMMON TO ALL LOTS

DESCRIPTION OF THE SERVICES TO BE PROVIDED

1 General context

1.1 General information

This tender is being launched on an inter-institutional basis and is divided into separate lots. The provisions below are applicable to all lots and include the following European Institutions (hereinafter referred to as ‘the Institutions’ in the plural or ‘the Institution’ in the singular):

- Lot I: the European Parliament and European Ombudsman
- Lot II: the European Court of Auditors
- Lot III: the European Economic and Social Committee
- Lot IV: the European Committee of the Regions

The services covered by the contract are intended to provide and offer all the **verbal and written information** needed, taking into account the internal rules applied by each Institution, to organise:

- transport (by plane, train, car, bus, boat, etc.), namely timetables, availability of seats, formalities, fare rates, conditions of use applying to tickets, and information where necessary on the use of public transport (including hotel shuttle services);
- accommodation, i.e. hotel proposals with detailed financial and practical information (room rates, single/double occupancy, currency of the offer and currency at settlement by travellers, VAT, city tax or other charges, breakfast included or not, facilities such as meeting rooms, etc.) and reservation/cancellation conditions;
- group travel: complete price offer covering every item requested, such as travel and accommodation at the location of the meeting (by comparing the following criteria: different transport modes, different hotels, comparison of prices, available rooms, conference facilities with all related services, distance between the hotel and the meeting places, distance between the airport and the meeting places, prices of taxis or other (chartered) public transport, etc.).

The Contractor, to be known as the Travel Management Company (hereinafter ‘TMC’), shall provide full, prompt, accurate and expert services to the Institutions.

This document sets out in detail the issues and services requiring a harmonised approach within all Institutions participating in this tender. Further specific provisions applicable to each lot are included in the separate individual Technical Terms and Conditions for Lot I, Lot II, Lot III and Lot IV, in Annexes 2 a-d to the Specifications.

After signature of the contract, each Institution will organise meetings with the TMC in order to clarify the provisions laid down in this document and in the individual Technical Terms and

Conditions for the respective lot in order to make sure that the TMC delivers the requested services immediately when the contract enters into force.

1.2 Definitions

TMC: Travel Management Company, i.e. the successful tenderer selected to provide the services specified in the contract.

Department responsible for the implementation of the contract: the department in each Institution that is responsible for the call for tender and is the main contact point for the TMC.

Department(s) responsible for the reimbursement of travel expenses: the department(s) may differ in each Institution from the department responsible for the implementation of the contract. There is usually one department per category of traveller in an Institution and it is responsible for implementing the applicable rules. It implements travel policy, further defines it, pays invoices for travel arrangements to the TMC and reimburses expenses to travellers.

Organising service: an entity within an Institution that organises travel for another person or a group of persons.

Implant: the operational entity of the TMC providing its services on the premises of the Institution concerned.

Explant: the operational entity of the TMC providing its services outside the premises of the Institution concerned.

Account manager: person defined by the TMC outside the implant structure who is the contact person for contractual questions between the Institution and the TMC.

2 Booking transport, accommodation and related services

There are different categories of travellers within each Institution, with different travel policy rules. The TMC shall identify the category of traveller and the traveller's special needs (for instance if they are included in a medical or VIP list or the traveller's individual preferences such as business or economy flights and seating) for each request and shall submit offers for hotel/transport arrangements according to the relevant travel policy rules. Therefore, bookings shall be in line with the applicable travel policies and the internal rules.

The TMC shall receive all relevant information about the different categories of travellers and the specific rules and procedures to be applied before the contract enters into force. This information shall be provided by the relevant services responsible for the reimbursement of travel expenses. These services shall inform the TMC about any updates during the implementation of the contract and provide advice if procedures need to be adapted. The TMC is expected to apply the different travel policies without supervision of the department responsible. In case of substantial doubt or major concern regarding a reservation file, the department responsible for the implementation of the contract will provide the TMC with all necessary clarifications and explanations.

Given the particular activities of the Institutions, travel may be required, geographically speaking, to any destination within or outside the EU.

For every journey, the TMC shall provide prompt assistance with reservation requests and propose offers according to the internal rules of the relevant department responsible for the reimbursement of travel expenses of the Institution and taking into account the traveller's indications. The latter may be in an alternative proposal in case a reference proposal needs to be established. The TMC shall make use of the fares negotiated with transport companies and hotels (if applicable) by the Institution as well as fares that the TMC negotiates directly. It is stressed in this regard that, unless explicitly indicated otherwise in Annexes 2 b-d, the TMC shall apply any preferential fares negotiated by the European Parliament also to travellers from the other Institutions taking part in the present inter-institutional tender procedure.

If requested, the TMC shall provide all necessary information regarding the security situation and specific risks in destination countries.

It should be noted that travel bookings in the interest of the Institution may be initiated or paid for directly by the various departments in the Institution concerned. A list of those departments will be provided by the department responsible for the implementation of the contract to the TMC when the contract enters into force. This list may be regularly updated during the contract. When receiving a request for booking, the TMC shall ascertain which department is responsible for the payment. If applicable, the administrative formalities for and the invoicing of the travel in question will be dealt with directly between the TMC and the relevant department(s). The department responsible for the implementation of the contract can assist, if necessary.

The TMC shall not, unless otherwise specified in the travel policy rules for the specific traveller category, provide any information with regard to the reimbursement of travel costs, as this is the competence of the relevant department of the Institution, which defines the means and content of any communication. The relevant department of the Institution may also provide assistance with drafting standard messages. If the traveller needs further information about the application of the travel policies and rules, the TMC shall either liaise directly with the relevant department or direct the person to the relevant department.

2.1 Providing information for travel arrangements and booking

The TMC shall:

- proactively and promptly provide to travellers and organising services all the information necessary to organise their journeys (including reference itineraries if applicable);
- make **bookings** for travel tickets (flight, rail, bus, etc.) and related services, including, where applicable, hotel rooms and car rental. In addition, the rental of conference facilities and the arrangement of ancillary services (equipment, catering, etc.) may be requested in exceptional cases;
- use any reservation channel to compare prices and offer the best fares available on the market;
- send confirmation of the booking to the traveller by email and, if requested, to the departments of the Institutions concerned;
- fully inform the traveller of the arrangements by sending the itinerary, the conditions and the price of the fare. The information shall be precise and detailed and shall respond to the passenger's request in a professional manner;

- upon request of an Institution, enter the travel data into an IT system in accordance with its instructions or provide flat files (.csv format, XML or equivalent) containing all data on the booking. The structure and the fields of the flat files are determined by the Institution after consulting the TMC and take account of technical limitations;
- if necessary, take account of the specific requirements for passengers with disabilities and make suitable arrangements for them. If requested by an Institution, the TMC shall liaise with transport companies to make arrangements adapted to the individual needs of travellers with disabilities (e.g. special assistance and equipment, such as ambulifts or wheelchairs, etc., at the airport or train station of departure and arrival);
- if specifically requested by the departments responsible for the reimbursement of travel expenses, guarantee bookings (e.g. with the TMC's credit card) or make an advance payment for a given period until the administrative proceedings are put in place;
- if requested by a department responsible for the reimbursement of travel expenses for a specific category of travellers, the TMC should provide proposals to set up a specific system for the booking of transport tickets or accommodation using the miles or points awarded to travellers for work-related travel under loyalty programmes;
- indicate the CO₂ equivalent related to the transport option offered upon request of an Institution; a comparison of CO₂ equivalents for different travel options may be requested as well;
- check, if necessary by asking the passenger, whether any **private travel** is being combined with the professional travel. The additional costs incurred in such a case, with regard to the reference price established according to the applicable internal rules and travel policy of the Institutions, must be settled in principle between the TMC and the traveller, without the intervention of the Institution concerned. An Institution may however accept that the financial settlement be performed at the time the travel is financially settled;
- provide information about sanitary measures in place or specific medical requirements (e.g. vaccination certificates, requirements on the wearing of medial face masks) for entering hotels or using transport services (airplane, train, bus, etc.). Travellers are responsible for complying with local regulations in place, but the TMC should inform the traveller/organiser of the event about the measures in place when making any offers.

When necessary, the Institution may negotiate bilateral agreements for reduced fares with airlines, railways and other transportation companies, hotels and car rental companies. The TMC shall ensure that these reduced fares are available in the booking channel used and keep the service responsible for the implementation of the contract informed about any changes.

Nevertheless, taking into account the volatility of the fares, the TMC shall check whether a lower price is available for the same service when making each individual booking.

The use of different booking channels shall not affect the quality of invoicing data or the consistency of travel data and tickets sent to travellers.

2.1.1 Transport

With regard to transport, the TMC shall:

- draw up proposals for itineraries in accordance with the different travel policies, including, if applicable, combinations of different transport options, even ‘door-to-door’ if required, and make the bookings in accordance with the procedures in place;
- quote the lowest available fares by clearly stating the different fare components, i.e. the actual fare for transport, taxes and charges, ancillary services (e.g. luggage), etc.;
- provide information with regard to transport, including ‘low-cost’ companies. This means information about booking procedures, timetables, connection possibilities, airlines, train/boat/rental car/bus companies, flight/train numbers, category of classes, availability of seats, fare quotes, fare conditions, baggage allowances, ancillary services, etc. With regard to bookings with ‘low-cost’ companies, the TMC will inform the relevant departments responsible for the reimbursement of travel expenses for a specific category of travellers about possible restrictions linked to the bookings and possibilities to proceed with the bookings. The departments will then decide which special procedure the TMC shall apply. The TMC shall inform the travellers accordingly;
- submit proposals in writing (by email) to the traveller. If requested by an Institution, the functional mailbox of the department responsible for the implementation of the contract must be put in copy. This allows the department to monitor the booking and perform its regular checks on whether the offers are in line with the applicable rules and agreed procedures and whether the price offered is the best available at the time of booking;
- indicate in its offer information on national or international certification (e.g. Ecolabel) awarded to transport companies, if requested by an Institution, with a view to taking into account the minimisation of the environmental impact of its business;
- if requested by a relevant department responsible for the reimbursement of travel expenses the TMC may be asked to propose two different transport options, e.g. one according to applicable rules (which may be a flight) and another one with the lowest CO₂ equivalent (which may be train).

2.1.1.1 Air transport

The TMC can make use of different booking channels and shall offer the lowest available applicable airfare for class of service and fare category in compliance with the applicable travel policies. This can include Global Distribution Systems (hereinafter GDS), as well as consulting airline websites and various platforms, in particular those working with the NDC standard. This is also in order to enable bookings for a maximum number of airlines including so-called low-cost airlines. In particular, it should be possible to book flights on IATA airlines. Where relevant, this shall include proposing airfares from other nearby airports.

In addition, the TMC may be requested to charter aircraft (see point 2.1.4).

The TMC shall not make bookings with airlines figuring on the list of banned airlines within the European Union (the so-called black list), established by the European Commission. Specific procedures for duly justified exceptions will be defined by the relevant departments responsible for the reimbursement of travel expenses.

2.1.1.2 Train transport

The TMC shall offer the best price available for train travel arrangements within or outside the European Union, including sleeper trains where applicable. Furthermore, the TMC shall be required to have direct access to the original fares offered by rail companies without any surcharge, in particular for the Belgian, French, Dutch, Luxembourgish and German rail companies, high-speed trains such as Thalys, TGV, ICE and Eurostar, as well as regular trains, as these are the connections most used by the Institutions.

The business requirements for train bookings are stated in Table 1 at the end of this document.

The TMC should preferably make use of a single booking channel. If the TMC cannot provide a single booking channel at the beginning of the contract, the Institution may request to introduce this kind of project during the contract with a view to implementing a single automated invoicing procedure.

2.1.1.3 Car rental

On request, and in accordance with the travel policy of each type of traveller in each Institution, the TMC shall offer the best price available for the requested category of car for the requested pick-up/drop-off point and duration.

2.1.1.4 Boat

The TMC shall inform travellers about the offer of ferryboat connections and fare rates by clearly stating the composition of the price, indicating, in addition to the fare components, all taxes and charges, any ancillary services such as cabins, car transport and meals, and other costs such as those related to an extra traveller in addition to the person travelling for the Institutions.

2.1.1.5 Other means of transport

The TMC shall inform travellers about possible bus connections and local public transport (including hotel shuttle services) for transfers to/from airports or between meeting places, as well as about taxis, limousines, helicopters and other means of transport. In addition, the TMC may be requested to charter buses.

2.1.2 Accommodation

With regard to accommodation, the TMC shall:

- recommend available accommodation options according to the needs specified (date, location, budget, facilities such as meeting rooms, hotel category, quality, single/double occupancy, proximity to meeting venues, etc.) and according to the specific travel policy for the relevant category of traveller;
- submit at least three options for each request, except in specific cases, such as a remote location or availability constraints, etc. This shall also include detailed financial and practical information, i.e. distance from the meeting venue, rates for rooms and facilities, VAT, city tax, whether breakfast is included or not and reservation/cancellation conditions;

- choose the cheapest price for one specific accommodation offer with the requested conditions among the different booking channels available:
 - its internal corporate rates;
 - corporate rates or global discounts negotiated by the Institution;
 - the European Commission's list of hotels with reduced rates;
 - availability in the GDS used by the TMC;
 - directly with the hotel property of chain website;
 - other providers such as booking.com, HRS, Hcorpo, etc.

The TMC shall thus process bookings through the relevant channels;

- if requested, refer in its offer of accommodation to national or international certification awarded to the accommodation provider (e.g. Ecolabel) with a view to reducing the environmental impact of the journey.

2.1.3 Group travel

Various departments of the Institutions regularly organise travel for groups, and this often occurs at short notice.

The TMC shall:

- propose block bookings, whenever possible, for both transport and accommodation, preferably without having to submit a list of travellers' names, because the names are normally not known until a short time before departure. If a draft list has to be submitted, name changes and updates should preferably be possible without any additional fees;
- provide a complete price offer covering every item requested, such as:
 - transport, comparing prices for individual transport with group travel including chartered transport, checking transport possibilities on the spot such as public transport, taxi or chartered transport, etc.;
 - accommodation at the destination(s), by comparing the following criteria: hotel prices, available rooms, conference facilities with all related services, distance between the hotel and the meeting places, distance between the airport and the meeting places, etc.;
- put in copy the functional mailbox of the department responsible for the implementation of the contract in all communications with the organising service.

In order to be able to proceed with the bookings and issue tickets for the travellers, the TMC shall make use of a reservation tool. The Institution shall not bear any additional costs for tool usage or development fees. The tool shall provide the following functions:

- storage of all relevant information concerning chartered transport (charter company, aircraft, number of seats, dates, etc.) or hotel allotments (hotel name, address, room price(s), taxes, whether breakfast is included or not, price of breakfast, etc.);
- the processing of bookings;
- tracing all bookings made through the tool in the same way as any other booking, i.e. through an overview of any active booking processed by the TMC (e.g. the creation of a passive segment in the GDS or in any other tool that the TMC chooses to use);

- sending booking confirmations to travellers in a standardised way (the manual creation of vouchers or tickets shall not be acceptable);
- providing a list for a specific means of transport or hotel group booking at any time, specifying the reservation details, travellers' names, email addresses, unique identifier, traveller type, respective client account numbers and, if applicable, the unique identifier for the specific group travel;
- delivery of passenger lists/rooming lists to charter companies and hotels;
- providing an overview of all chartered transport in the booking process with information on the maximum number of possible bookings, how many are already booked and how many are still available;
- providing an overview of hotels for group bookings, number of rooms already reserved, number of rooms already booked and number of rooms still available.

As the TMC could be asked to directly sign the contracts for chartered transport, it might be subject to certain liabilities linked to the contract in question. It should be noted that, for example, the railway company currently providing the high-speed train between Brussels and Strasbourg requests proof of third party liability insurance to cover possible claims by the contracting party. With reference to the relevant articles of the respective contracts, the TMC shall take out an insurance policy to cover possible payments. The costs of the insurance can form part of the management fee.

2.1.4 Chartered transport

If the conditions are suitable, i.e. a given number of travellers have to travel at the same time on the same itinerary, and in particular if no direct connection is available, the TMC shall provide all necessary information to the organising service. This service shall decide whether chartered transport is appropriate, based on a cost-benefit analysis. The TMC shall proceed as follows to book chartered transport:

- consult the market through a request for proposals (RFP) to select the best means of transport and the best offers for chartered transport. The TMC shall request offers from at least three companies and the information provided shall contain all necessary details (price, duration of the journey, cancellation policy, number of seats, etc.);
- assess and compare the offers with regular transport for both individual and group travel (prices, availability, transport schedules, cancellation conditions, etc.);
- submit recommendations to the organising service, informing the department responsible for the implementation of the contract at the same time.

If possible, the TMC will try to obtain an option on the offers with a deadline for their release, allowing the organising service to take the final decision.

When the contract enters into force, the TMC shall submit suggestions to apply standard requests for proposal procedures to the department responsible for the implementation of the contract and both parties will agree on the procedure to apply.

When the organising service decides to opt for chartered transport, the TMC shall:

- sign the contract with the chosen operator after the competent departments responsible for the reimbursement of travel expenses have agreed that the costs can be charged to their budgets. If several departments are involved, they need to agree, in addition to the calculation, how to split the costs between them, also in case of cancellation;
- proceed with the bookings for individual passengers using the reservation tool;
- use the tool to send booking confirmations to travellers and/or issue tickets in a standardised way;

- split the costs in line with the number of passengers according to the aforementioned calculation and invoice the relevant departments;
- provide the organiser with all practical information regarding the journey.

The TMC shall put the functional mailbox of the department responsible for the implementation of the contract in copy for all communications with the organising service.

2.1.5 Management of hotel allotments

For group bookings a reservation for a number of rooms in a certain destination may often be required. More than one room category may need to be booked and travellers in the same group may require stays with different arrival and/or departure dates.

If the organising service decides to opt for a hotel group booking, the TMC will:

- provide an efficient system for contacting the hotels at the requested destination;
- collect offers and summarise them in a clear and comprehensive overview, showing all relevant details (number of rooms, categories of rooms, prices, conditions, release date, etc.);
- send the offers to the organising service;
- once the organising service has communicated its decision to the TMC, the TMC shall confirm the reservation with the hotel; if a hotel so requests, the TMC might need to sign a contract with the hotel for a group booking;
- proceed with the bookings of rooms according to relevant rules for different categories of travellers; relevant text templates and procedures shall be applied;
- send out booking confirmations via the reservation tool;
- transmit room lists to hotels in compliance with data protection rules;
- after the release date has elapsed, the TMC shall do its utmost to find the most suitable accommodation solution for the traveller (e.g. by contacting hotels directly).

If a financial liability is due before the individual travellers have confirmed their booking, the approval of the department(s) responsible for the reimbursement of travel expenses is needed. Approval procedures and workflows shall be further clarified when the contract enters into force.

2.2 Issuing and delivering tickets

The TMC shall:

- indicate in its offer to the traveller or requesting service the maximum deadline for issuing the tickets, as well as conditions for modifications and cancellations. This is also applicable to any other additional service related to the booking (e.g. rental car, hotel, and any other ancillaries);
- be responsible for issuing tickets, once the traveller or the requesting service has explicitly confirmed acceptance in writing. With reference to point 2.1.1.1, the TMC must be able to issue tickets for all bookings with airlines made (no matter whether booked via the GDS or via other channels) and will process all bookings for each lot separately under a unique and exclusive IATA numeric code for each lot. The TMC must make all efforts to issue the ticket at a date that is as close as possible to the ticket deadline imposed by the carrier;

- deliver electronically all travel tickets, hotel reservations and other related services as soon as possible to the travellers or organising service. Tickets shall be issued in conformity with the applicable rules, bearing all the necessary clauses, such as references to international conventions.

The TMC may be requested to enter information with regard to the tickets issued into the tools made available to the TMC by that department. Invoices must be drawn up in accordance with the instructions of the department concerned.

2.3 Modifying / cancelling above-mentioned travel arrangements

The TMC processes modifications and cancellations of bookings according to the applicable rules defined by the relevant Institutions.

The TMC shall:

- inform the traveller or requesting organising service **in writing** of the related costs. The modification/cancellation **can only be processed on explicit written request of the traveller or the requesting organising service**;
- if necessary, consult with the relevant department responsible for the reimbursement of travel expenses with regard to the modification/cancellation costs;
- confirm the modification or cancellation to the traveller or requesting organising service **in writing**, including the related costs to be charged and, if applicable, the new itinerary/booking details and fare conditions;
- take every step required to ensure that **cancellations and/or changes** requested are handled efficiently, keeping costs as low as possible while retaining the same parameters, except where explicitly requested otherwise. Additional costs due to negligence manifestly imputable to the TMC shall be defrayed by the TMC;
- upon request of the Institution, provide flat files (.csv format, XML or equivalent) containing all data on the modified or cancelled booking. The structure and the fields of the flat files will be agreed between the two parties;
- upon request of the Institution, enter any modification and/or cancellation of tickets into an IT system.

3 Categories of travellers and special requirements for bookings of the most important categories

The various categories of travellers of the different Institutions and within each Institution are subject to different internal mission rules, travel policies and ticket ordering methods. The TMC must follow these different procedures when making reservations. Detailed instructions shall be provided before the contract enters into force. These procedures may be adapted during the implementation of the contract and the TMC shall be required to comply with them. A short description of the main procedures applicable to the most important categories of travellers in each Institution will be described in the annexes of the different lots.

On request of the relevant departments responsible for the reimbursement of travel expenses of specific traveller categories, the TMC shall provide data on bookings directly and with the required regularity to specific email-addresses or servers of the institutions, eventually in the computer programs used by the institutions.

4 Invoicing procedures

Accurate and prompt invoicing is an essential part of the service provided by the TMC; the cost of this service is included in the management fees.

There are two types of invoices to be submitted by the TMC:

- for its services rendered and covered by the management fees as described in point 9 of the Specifications and the relevant articles of the respective contracts;
- for travel arrangements provided (e.g. transport tickets, accommodation vouchers, ancillary services, etc.), as described in this chapter.

The TMC shall take into account the specific nature of the Institutions in its invoicing policy, as they may be exempt from certain taxes and duties, in particular VAT, in accordance with the relevant articles on taxation outlined in the individual contracts.

The same applies for any possible tax exemptions available for hotels. The TMC shall provide the required forms, ask the service responsible for the implementation of the contract to complete and sign them and send them to the hotel in order to benefit from such exemptions.

On request of an institution credit notes and invoices must be presented in electronic format via the electronic data interchange system using either the electronic platform created for this purpose by the European Commission, or the Pan-European Public Procurement Online (PEPPOL) platform.

The TMC shall apply the invoicing policies, which are compatible with the Institutions' procedures and its applicable financial rules.

The Institution shall have 30 calendar days, as from the date of registration of the request for payment by the Accounting Officer of the Institution, during which the sums due must be paid for the performance of this contract, i.e. for the invoices issued to different departments of the Institutions. The Institution can suspend the payment deadline in case of errors or need for clarifications. Payments shall be deemed to have been made on the value date on which the Institution's bank account is debited.

Unless otherwise indicated for a specific lot, the methods of payment used by the TMC shall fall within the framework of the financial settlement of travel arrangements:

- payment by a lodge card, credit card or debit card;
- cash payment facilities;
- payment by bank transfer on receipt of an invoice.

The Institutions currently do not make use of a lodge card, and the most relevant departments responsible for the reimbursement of travel expenses conduct payments by bank transfer on receipt of an invoice. The Institutions may decide to proceed differently in the future, and the TMC shall offer above-mentioned options without any additional charges.

The TMC should issue invoices:

- as soon as a ticket or voucher is finalised (and no later than 30 days from that date), for the benefit of the departments responsible for the reimbursement of travel expenses. Each invoice shall include a detailed breakdown of costs and clearly displayed information, including, inter alia: the name of the traveller, the reference of the booking system used (e.g. Passenger Name Record), ticket reference, date of reservation, dates of travel, invoice issue date, itinerary, approval code and/or mission order number or any other

identifier (if applicable), ticket cost, TVA, the costs for other applicable taxes, the costs for any additional charges, reason codes/hotel price, city tax and breakfast costs.

- for debited amounts and credit notes for credited amounts, ensuring that no combination of those amounts shall appear in the same document. Each transaction (e.g. issuance of a ticket, cancellation of a ticket, etc.) shall have a separate posting document. Any credit note shall be linked to one invoice, have a clear reference to this corresponding invoice and indicate clearly cancellation fees or other charges in the event that the invoice is not fully credited.

The TMC is free to choose the payment method with regard to the compensation of transport tickets to transport companies. The Institution concerned shall neither be held responsible for this decision, nor shall it be invoiced for extra charges arising from the chosen payment method.

5 The provision of travel services

5.1 Service level agreement

The TMC shall make a detailed proposal for a Service Level Agreement to the department responsible for the implementation of the contract prior to its entry into force.

The minimum requirements for the Service Level Agreement are listed here below :

SERVICE REQUIREMENT	COMPONENT	MINIMUM LEVELS OF PERFORMANCE AND COMPETENCIES TO BE ACHIEVED
Telephone Calls	Response Time	90 % of calls are answered within 15 seconds or five rings during official working hours. 90 % of calls are answered within 5 minutes for calls received by the 24/7 emergency hotline.
Emails		85 % of emails are replied to within a maximum of 24 hours (during business hours) after receipt.
Document Delivery	Time Frame	Tickets and other documents need to be provided within a maximum of 24 hours.
	Delays	Traveller shall be promptly informed of any schedule changes, airport closures or strikes.
	Checking of Travel Documents	All documents are subject to a final check prior to delivery/dispatch.

SERVICE REQUIREMENT	COMPONENT	MINIMUM LEVELS OF PERFORMANCE AND COMPETENCIES TO BE ACHIEVED
Complaint Resolution	Acknowledgement	Enter complaint in a complaint management system. Written/email acknowledgement provided within 24 hours.
	Final Resolution	Communicated within five days for complaints about the services rendered by the TMC.
Refunds	Process	All returned documents to be processed within 48 hours of receipt.
	Calculation	Refund of full amount or residual value of partially used tickets within 48 hours. Any differences between the TMC's calculation and the actual refund by the carrier to be settled when it will be available, upon provision of the proper documentation.
Statistics	Delivery of Statistics	Standard statistics must be delivered within two working days after receipt of the request. More complex statistics, requiring specific investigations, must be delivered within five working days, unless the Institution and the TMC agree otherwise.

Meetings between the account manager and the department responsible for the implementation of the contract shall take place regularly (usually twice a month). Upon request, the departments responsible for the reimbursement of travel expenses can also request meetings with the account manager. In addition, the TMC shall offer to conduct a business review meeting twice a year. The TMC shall agree the contents of that meeting with the Institutions beforehand.

Meetings between senior management of the TMC and senior management of the Institution shall be held twice a year if deemed appropriate.

The Institutions may amend the regularity of the aforementioned meetings at any time as per their needs.

5.2 Obtaining visas or information regarding other applicable travel guidance

At the request of any Institution, the TMC shall take charge of:

- informing travellers about the need to obtain a visa for one or more destinations of their travel and/or a destination of transit during their travel;
- obtaining visas and other related documents or formalities required by official and/or juridical bodies.

At the request of any Institution, the TMC may also be invited, where appropriate, to direct travellers also to other official travel guidance applicable, such as sanitary measures applicable at the place of destination and/or during the travel (including on board of the flight/train/bus/boat or in airports/stations/harbours).

Fees to be charged to an Institution for these services rendered by other companies on behalf of the TMC must be agreed between the Institution concerned and the TMC.

5.3 Cooperation with local agencies of the TMC worldwide

Should the TMC be unable to organise, or encounter difficulties with organising, travel arrangements in a specific country, a local agency, if in place, taken from the TMC's worldwide network, shall be involved to assist and finalise bookings. The same applies if the TMC does not have access, e.g. for transport, to the prices available in the country of departure and it is less expensive to book them on the spot. Fees to be charged for this service rendered by other agencies must be agreed between the Institution concerned and the TMC.

5.4 Complaint handling

The TMC shall deal with complaints in a professional and efficient manner and in close cooperation with the department responsible for the implementation of the contract. There are two different categories of complaints: those directed at the services provided by the TMC, and those directed at the services provided by third parties, such as airlines, hotels, etc. The TMC shall keep a register of complaints containing, inter alia, the following data:

- The name, contact details and category (Member, staff, etc.) of the traveller and, if different, the individual submitting the complaint;
- Full details about the complaint, including the reason for it and all the facts surrounding it; the outcome and any actions taken following investigation of the complaint;
- All dates and times relating to action taken to resolve the complaint and communications.

In addition, the TMC shall monitor complaints for the purposes of:

- identifying possible TMC management issues and recommending actions for improvement;
- ascertaining the efficiency and speed of remedial actions and solutions taken to mitigate the consequences of complaints.

When receiving a complaint, the TMC shall:

- send an acknowledgement of receipt to the individual who submitted the complaint and inform the relevant department responsible for the implementation of the contract and the department responsible for the reimbursement of travel expenses for the corresponding category of traveller. After an initial investigation by the TMC, the aforementioned services shall decide which complaint category the case will be assigned to;
- carry out an in-depth evaluation of the case, tracing all available information, including through the GDS. This may also include seeking further clarification or documentation from the traveller. If the complaint is directed towards the service provided by a third

party, the TMC shall submit it to the party concerned and request clarification and/or resolution of the case;

- ensure close follow-up of each case until its conclusion.

Where passengers' rights have been affected, the TMC shall proactively identify potential complaints against transport or accommodation providers, pursuant to the relevant EU regulations (e.g. Regulation (EC) No [261/2004](#), Regulation (EC) No [2021/782](#), Regulation (EU) No [181/2011](#), Regulation (EU) No [1177/2010](#)) and inform in detail the institution as well as support the individual travellers and the respective service responsible for the reimbursement of travel expenses in claiming these rights.

All documents regarding complaints must be kept at the disposal of the Institutions. The TMC shall send, with the required frequency, a regularly updated report of ongoing complaints to the Institutions.

5.5 Controls and audits

The Institutions concerned reserve the right to carry out **controls, checks and audits** regarding the performance of the service at any time. These audits may be in the form of intermediary and/or final financial and performance audits. If the TMC fails to supply information with financial implications for the prices of tickets and other related services, or if the information provided is not sufficiently transparent, the TMC shall summon its officially designated representative to appear before the Institutions in order to assess the possible adverse consequences of such errors and the steps to be taken.

6 Global Distribution System (GDS)

The TMC may process bookings with the GDS (e.g. Amadeus, Galileo, Sabre, etc.) of its choice. The TMC must ensure, however, that the chosen GDS will be able to incorporate the Daily Ticket Tracking as outlined in Article 10.2. The relevant services responsible for the reimbursement of travel expenses shall inform the TMC about what information/data should be introduced into the system when bookings are made or tickets are issued.

6.1 Use of GDS by the Institutions' staff

The TMC shall enable the staff members of the Institutions, who require access to perform their duties, to get read access for its GDS so that they can consult current and past bookings, check availabilities and quote prices. This free access must be provided taking into account the standard configurations of the IT systems of the Institutions. In order to facilitate the installation and maintenance of the system, the TMC shall make a support service available to the IT team of the Institution concerned in the event of any problems with installation or integration of the systems, and for as long as the problems persist. The costs shall be borne by the TMC.

The TMC shall be required to inform the Institutions concerned about any recently developed technological products or tools, available via the TMC itself or via its reservation suppliers; it shall explain their advantages and disadvantages and any operating cost reductions that can be achieved through tools of this type.

6.2 Training for the Institutions' staff to use the GDS of the TMC

The Institutions shall cover the costs for training their staff to use the GDS provided by the TMC. The training shall enable the staff to consult existing bookings in order to check whether an appropriate offer has been made by the TMC, and to ensure, so as to prevent any instances of fraud, that travel documents issued by other travel agencies in all Member States of the European Union are correct. Where necessary, the TMC shall assist with the organisation of these classroom training sessions, which shall take place in Brussels and Luxembourg. When deciding which GDS should be used, the TMC will need to factor in that the GDS-provider must be able to provide the aforementioned training.

6.3 Client profiles

The TMC shall create profiles in the GDS for each traveller, according to the different categories of travellers, including all data required for invoicing. The departments responsible for the reimbursement of travel expenses may provide a list of travellers of the respective category after signature of the contract. The TMC shall review, with those services, and with the required regularity, the accuracy of all existing profiles. Otherwise, the TMC shall create a traveller profile when the first booking is made with the consent of the traveller.

The TMC shall systematically ask travellers about their preferences (frequent traveller cards, preference for economy/business or 1st/2nd class, meal preferences, etc.) and save and update the information received. The information stored under the clients' profiles shall be used for no purpose other than to facilitate travel arrangements for the traveller within the framework of business-related travel for the institutions. The traveller may freely decide which information they wish to be included. This profile shall either be linked by the TMC to the reservation system or shall form a direct part of it. The traveller shall be informed that they have the right, at any time, to consult their profile, to adapt it, or to ask for any part of their data to be removed.

Each profile shall be accessible and editable from a tool (web and app version), enabling travellers to consult and amend their own data only.

7 Online Booking Tool

In case it is specifically mentioned in the Specifications and Annexes 2 a-d, the TMC shall make an Online Booking Tool (hereinafter 'OBT') available to travellers on desktop and mobile devices ('APP' on Android and iOS).

8 Monitoring developments on the travel market and conducting negotiations with transport companies, hotels and other suppliers

The TMC shall:

- regularly and in a proactive manner inform the Institution about any new trend, product or tool in the travel market, which may have an impact on day-to-day work. This means providing information about the introduction of special offers, new fare structures, the most advantageous combinations in relation to different travel services (transport, hotels, etc.), IT developments of transport companies and hotels, etc., and highlighting the resulting risks and opportunities for the Institutions, with particular regard to the most frequent destinations;
- organise presentations for the department responsible for the implementation of the contract in each Institution;

- inform the Institutions about new products developed on the market, or investigate the feasibility of using existing products which could render procedures more efficient;
- provide updates in particular for the departments responsible for the reimbursement of travel expenses about developments on the market, which might have an impact on their travel policies to enable the departments concerned to adapt their arrangements accordingly. For example, if an airline changes its fare structure, the relevant departments have to decide which type of fare should be booked in the future;
- proceed in such a way as to enable the Institutions concerned to benefit to the full from special offers or negotiated preferential rates at the disposal of the TMC and which apply to its services, and shall immediately pass on the relevant information to the appropriate departments of the Institutions concerned, about which it will have been notified beforehand;
- actively assist the department responsible for the implementation of the contract in its negotiations with transport companies and hotels with a view to obtaining the best possible rates and conditions for the Institution. This means keeping the Institutions informed about the salespersons of transport companies and hotels, consulting the Institutions about which procedure to follow, but also giving advice as to whether the level of reductions achieved is acceptable in comparison to reductions achieved by organisations/Institutions of similar size, and highlighting the fares for which it believes room for negotiation still exists. Upon request of an Institution, the TMC may also bring its market power into the negotiations;
- continuously monitor whether the negotiated fares have been correctly uploaded into its GDS and inform the department responsible for the implementation of the contract immediately if a fare is not available or if a public fare exists with the same conditions and is less expensive than the negotiated fare. In addition, the TMC shall ensure that it uses the negotiated fares exclusively for the Institutions covered by the agreement.

9 Crisis and business continuity

9.1 Business continuity

The TMC shall ensure **business continuity**. At the beginning of the contract, the TMC shall provide a detailed description of its business continuity plan in order to preserve the continuity of operations.

The TMC shall ensure urgent bookings and cancellations/modifications as well as issuance of tickets in the following events:

- Travel disruptions (strikes, weather conditions, civil unrest, bankruptcy of an airline, etc.)
- Natural disaster
- Fire or other event that makes it impossible to work from regular offices
- Power outage/utility failure
- Epidemic/Pandemic
- IT-system or network failure, including telephone and email (of TMC or supplier)

In case of a **strike** by the agents of the TMC implant on the premises of the Institutions, its Headquarters need to guarantee continuity in the functioning of the implant. The procedures pertaining thereto have to be described in the business continuity plan.

9.2 Travel disruptions

The TMC shall promptly inform travellers and the responsible departments within the Institutions of any schedule changes, airport closures, strikes or other events disrupting travel and assist them in reaching their final destination. If several travellers are affected by an incident, the TMC must, in

addition, immediately inform the department responsible for the implementation of the contract and make proposals about how to remedy the situation. While looking for appropriate alternatives to the initial trip in such situations, the TMC shall try to keep any costs to be borne by the Institutions to a minimum, through seeking approval from the airline(s) concerned to rebook the passengers. The TMC shall also assist the travellers in filing their complaints to the transport companies in case passengers' rights are affected (see also point 5.4).

9.3 Ad-hoc crisis team

The TMC shall be required to assist the Institution in dealing with crisis **situations and to guarantee business continuity of the Institutions** (such as the repatriation of passengers stranded as a result of natural disasters, strikes, terrorist attacks, epidemics, pandemics, etc.), where possible, in cooperation with the Institutions' insurance companies. In case of urgent need, the Institution may ask the TMC, at short notice, to make arrangements for an ad-hoc crisis team to work in the implant of the Institutions outside regular working hours/days, in exchange for reimbursement of the extra costs, generated for the TMC, e.g. through the payment of overtime. Further details about the reimbursement of costs are set out in the relevant articles of the respective contracts.

9.4 24/7 Emergency hotline

The TMC shall put in place a service to provide assistance to travellers of the Institutions that is available 24/7. This service shall be reachable by phone on a dedicated number. A chat function would be desirable for all travellers, but needs to be available at least for travellers with disabilities who are unable to use the telephone. The agents working in the service shall be able to communicate in English, preferably also in French. The assistance provided shall cover the main aspects of travel services (booking, modification and cancellation of all types of transport and accommodation) in regard to both organisation (planning, unforeseen circumstances, programme changes, etc.) and security (monitoring of the journey undertaken by travellers, provision of security information directly to both travellers and the departments concerned).

10 Technical assistance

The TMC shall, where needed, provide technical assistance:

- in the analysis of transport tickets issued by the TMC in order to help the various departments responsible for the reimbursement of travel expenses to determine the actual fare bases issued, the changes made and the status of the tickets;
- in the analysis of transport tickets purchased by travellers of the Institutions via channels other than the TMC contract with the Institution, such as the Internet, other travel agencies, etc. This assistance could, for example, consist of:
 - research into the composition of the prices, if necessary by contacting the transport companies;
 - verification of whether the ticket has actually been used;
 - verification of conformity between the ticket price and the price on the invoice;
 - verification of conformity between the booking class used during the flight and the one indicated on the supporting documents;
 - interpretation of other supporting documents (boarding cards, invoices, etc.).
- in order to provide updates for the various departments responsible for the reimbursement of travel tickets in a proactive manner about evolutions on the travel market and the practices employed by the various carriers, aircraft and trains, which have an impact on the analysis of transport tickets.

10.1 Open tickets

The TMC shall:

- install and maintain a high-performance and effective tool to detect any remaining open tickets or parts thereof (coupons);
- swiftly deal with any open tickets or parts thereof following the principle of economy and taking into account the traveller's recurring itineraries;
- contact the traveller in writing in order to obtain a new travel date for open coupons using the templates as agreed upon with the relevant departments. The relevant departments responsible for the reimbursement of travel expenses will be regularly informed of any unresolved issue pertaining to an open coupons for which the traveller has not responded with a new travel date;
- follow-up all reimbursements requests proactively on a regular basis at least every month;
- ensure that all remaining value will be recovered from open coupons which cannot be rebooked anymore (e.g. fares and/or taxes).

10.2 Daily Ticket Tracking

The TMC shall ensure that the automated communication of the ticket tracking status is provided upon entry into force of the contract. This means more specifically to:

- ensure that any air ticket sold is immediately added to its ticket tracking database in a system external to the GDS (excluding certain low-cost providers, the list of which will be agreed upon prior to the beginning of the contract). Any new ticket number resulting from an exchange will, as a result, also be tracked. Until a ticket reaches end-of-life status (Exchanged, Refunded, Void, Flown, etc.), it will be tracked on a daily basis (365/365) by verifying its status in the GDS;
- send a full report on all tracked tickets on a daily basis (365/365) per flat file, by XML and/or csv file (i.e. new ticket numbers and/or the ticket numbers in relation to which the status has changed since they were last tracked),
- together with the tracking information, report all necessary related invoicing details (PNR, invoice number, new invoice if exchanged, possible fees for changing tickets, etc.);
- ensure that the information in the GDS and in the TMC back office are brought in line, tracking tickets which have been exchanged, documenting the new invoice number, new ticket number, exchange agent and any change-related fees;
- immediately notify the relevant department responsible for the reimbursement of travel expenses of the relevant ticket number(s), if tracking has failed for a ticket;
- maintain a repository of all tracking results to be able to respond to any inquiries from the Institution with regard to certain tickets or travellers.

Please refer to Table 2 of this document for a more detailed example of the mandatory information to be provided. The TMC needs to respect exactly the format of the .xlsx file annexed to this document.

10.3 Use of the newest information and communication tools

The TMC shall be required to offer and make use of the most up-to-date information and communication technologies, such as the use of applications ('apps') for smart phones or an online platform accessible through a personalised log-in. These tools should enable travellers to consult their travel details (bookings made, tickets issued and confirmation of hotel reservations) and to

receive updated information about their travel details in case of changes (such as flight schedule changes, cancellations, etc.). However, in order to respect data protection rules, use of apps must be subject to the explicit prior consent of the department responsible for the implementation of the contract as well as of the individual traveller concerned. In addition, every traveller shall have secure access and the app shall comply with all the requirements laid down in the EU legislation on personal data protection.

10.4 IT projects

If requested by an Institution, the TMC shall be required to:

- assist the Institution in the development and implementation of **IT projects** with the view to improving efficiency in the organisation of travel, such as making reservations (requests), storing different items, such as PNR, issuing tickets or the invoicing of tickets sold, and using computer programmes, etc. This includes also adaptations to the invoicing procedures (e.g. modification of content of the XML file, change from .xls to .xml file);
- The Institutions have the right of access to all of the information stored in these computer programmes. No additional cost shall be invoiced to the Institution unless agreed otherwise between the two parties, taking into account, among other things, the complexity and feasibility of the project;
- use and integrate into its procedures any IT programme developed or purchased by the Institutions for the purpose of carrying out the tasks described in these Technical Terms and Conditions. Any costs incurred as a result of the use and integration into its procedures shall be borne by the TMC unless agreed otherwise between the two parties. The Institutions retain the ownership of these programmes and the TMC cannot claim any rights regarding their use, ownership, royalties, etc.

11 Statistics

The TMC shall provide data and statistics aggregating information from the GDS and from the TMC's account books in the format specified and within the deadlines set by the Institution. This data shall also be made available to a limited number of staff via an online portal allowing them to consult data and create reports on their own.

All transactions (bookings, modifications, cancellations, etc.) carried out by the TMC, irrespective of their nature, must be retrievable for the statistics.

The Institution may request delivery of specific reports in a specific periodicity.

The TMC shall provide, at the beginning of each month, a consolidated report of all transactions carried out in the previous month. The list below is not exhaustive and shows the data to be provided in the aforementioned report as well in the portal mentioned above. Once the contract enters into force, each Institution may adapt this list according to its needs.

General information

Surname and forename of passenger

Staff number¹

Mission number¹

Unique identifier¹

Client account number

¹ where applicable

Category of traveller
Reservation code in booking channel used, e.g. PNR of GDS
Order date
Date of reservation
Travel document number
Invoice or credit note number
Issue date of invoice or credit note
Form of payment

Transport

Date of ticket issue
Place of departure
Place of destination
Dates of travel
Exact routing
Type of ticket (one-way, return + intra-country, intra-continental, inter-continental, open-jaw, round the world)
CO₂ equivalent (if requested)
Type of transaction (issuance, change, refund)
Number of modifications of tickets after issuing (and the penalties paid)
Number of cancellations of issued tickets (and the penalties paid)
Currency
Net price of transport ticket
Amount of tax (split according to type of tax)
Total price
Reference price²
Reason codes to be determined with the Institutions concerned (e.g. for missed savings, or reasons for fare issued)
Transaction number and type

Air

Airline
Flight number
Booking class
Fare
Fare-basis

Rail

Railway company
Booking class
Fare

Rental Car

Name of Rental Car Company
Vehicle category
Amount per day
Price of the additional services (e.g. GPS, second driver)

Accommodation

Name of hotel
Hotel chain
City where hotel is located
Room type
Price of the room per night
Total price of booking
Arrival date

² where applicable

Departure date
Number of nights
Extra taxes detailed in a separate line (e.g. city tax)
Breakfast included in the price or not
Date of reservation

Financial information

Corporate fare negotiated by the Institution or by the TMC applied (yes/no, if yes comparison with the public fare)
Percentage of fixed standard commission
Amount of fixed standard commission
Savings made
Missed savings
Percentage of savings distributed (profit-sharing)
Amount of profit share
Final balance

The following type of reports shall be made available to the relevant departments of each Institution via a secure portal by way of a minimum:

- Geographical overview of the Institution’s travellers (security);
- Travellers present for an indicated period of time at a specific destination (specific city or airport, country or area), including their full itinerary and accommodation information;
- Travellers on a specific mode of transport (e.g. flight number);
- Travellers departing within a specified period of time from a specific destination;
- Exchanges/cancellations of tickets (air and train) with invoicing details;
- Information on the CO₂ equivalent of travel arrangements (by journey, traveller, client account, means of transport, specific period, etc.);
- Recurrent travel itineraries with details per traveller;
- Booking behaviour (time in advance);
- Simulation of potential savings if booking and travel behaviour had been different.

The reports shall:

- be presented in a user-friendly format which is easy to consult; where possible, they shall use the Institution’s terminology;
- allow for extensive filtering and exporting into Excel.

Users shall be able to send reports by email on a recurring basis via a portal.

Upon request of the Institutions, the TMC shall put in place a system for sending communications to the relevant travellers affected by a specific situation.

In addition, should the Institutions request it, the TMC shall supply statistics combining the above-mentioned data (e.g. reservation class by destination, airlines by country, reservation class by supplier).

12 Record keeping and rules related to the end of the contract

The TMC shall keep a complete record of every transaction, including all written communications (in electronic and/or paper form), in its archives, which must be located in the offices of the Institution concerned. These documents/this data shall be placed at the disposal of the Institution for a period of five years following the discharge of the budget of the Institution concerned, making, in

principle, a total of seven years, as the discharge is normally granted two years after the budgetary year in question. Upon a simple request from an Institution, the TMC shall provide these details without asking for any additional financial charge from the Institution concerned. When a contract ends and is not renewed, the TMC will keep these archives on its own premises, until the above-mentioned period expires or alternatively it will hand over these archives to the Institution soon after the contract end date. The TMC shall organise record-keeping in a way that complies with the rules on data protection applicable to the Institutions.

On the expiry date of the contract, the TMC shall ensure a proper handover of files. The TMC undertakes to transfer booking details upon request, unconditionally and immediately, to the department responsible for the implementation of the contract.

When the contract ends, the Institutions shall reach an agreement with the TMC on how to follow up on reservations (modification, cancellation, etc.) if tickets are issued before the end of the contract with booking dates after the end of the contract. Both parties (the Institution concerned and the TMC) shall agree on the fees to be charged for these services if they are to be provided after the end of the contract.

13 Installations and equipment

13.1 Offices

The Institutions concerned will assign and maintain the premises (cleaning, heating, electricity, water, etc.). The layout and the design of the office will be determined in cooperation between the Institution concerned and the TMC.

For the purpose of fitting out offices, only the Institutions' standard configurations are to be implemented, unless the TMC agrees to pay all costs related to other configurations. For this purpose, the TMC shall obtain a prior written agreement from the services concerned.

The TMC will accept the European Parliament office comfort setpoints and any other interventions will take place during normal working hours.

The Institutions concerned reserve the right to reassign the premises for other purposes according to their own requirements. The TMC may not alter the fixtures in any way or change their use without the prior written authorisation of the Institutions concerned.

The TMC undertakes to restore to a perfect state, at the end of the contract, any office which it has occupied. The TMC shall be liable for any dilapidation and damage it might cause to the premises and facilities (including furniture) provided for its use, to be determined on the basis of the inventory of fixtures to be drawn up before it has been installed, and allowing for normal wear and tear. Any costs which might be incurred in this respect shall be covered by the professional liability insurance of the TMC.

13.2 Means of communication

For the purposes of processing travellers' telephone calls, the TMC shall make available dedicated telephone numbers for different categories of travel/travellers in each Institution.

For this and every other kind of communication, the TMC shall take out the necessary subscriptions with outside telecommunications service providers. A cable network entirely separate from that of

the Institution concerned is available in the TMC's current offices and may be used for that purpose. The purchase and maintenance of equipment (telephones, tools, etc.) shall be chargeable to the TMC.

The TMC shall regularly provide statistics about calls and emails received proving whether the contractual response times have been respected (see point 5.1).

In addition, for internal communication, the Institutions shall provide telephone lines and relevant tools to the TMC free of charge and shall defray the cost of using this equipment.

13.3 Computer hardware

The Institutions concerned will provide the TMC with, and maintain, the standard configurations (PCs, printers, and other peripherals). They will not, however, support the applications specific to the TMC. If such applications need to be installed, the cost of adapting to the standard configuration of the Institution concerned shall be borne by the Contractor (IT consultant/support made available). If such adaptation is impossible or if it is refused by the staff responsible for the standard configuration or by the computer security department of the Institution concerned, the installations must be performed using equipment made available by the Contractor and, possibly, in a network entirely separate from that of the Institution concerned (see 'Means of Communication') for reasons of computer security. The TMC shall be responsible for the costs, maintenance and support of that equipment. The TMC shall also have access free of charge to the email systems of the Institutions concerned. Travellers shall be able to reach the TMC either by email or via the intranet.

In due course, the Institutions concerned will supply the detailed specifications and deliver the basic configuration free of charge. The TMC will be required to adapt to any developments in the computer architecture of the Institutions concerned, without passing any of the cost onto the Institutions, and to observe the security instructions issued to it. For security reasons, access will be limited to email and the intranet.

Inside the buildings of the Institutions concerned, the cabling work necessary to connect the hardware will be carried out by the Institutions concerned at no cost to the TMC. That work shall exclude separate network subscriptions and the installation of connection modems.

14 Description of the teams

Further description on teams will be provided in the Annexes 2 a-d to the Specifications.

14.1 Team proposed

A sufficient number of staff shall be assigned to perform the required tasks, even if the volume of requests fluctuates, and to respond as quickly as possible to incoming requests from travellers as well as from the service responsible for the implementation of the contract. Before the contract enters into force, the organisation chart of the team shall be agreed between the TMC and the department responsible for the implementation of the contract.

The minimum experience required for the TMC's staff is three years in services similar to those required by the contract concerned. To prove the necessary qualifications and experience, the awarded tenderer shall submit a detailed CV for each agent employed by the TMC for carrying out the services described in this call for tender. These documents need to be submitted after the contract has been signed, but before its entry into force.

Every member of the TMC's staff assigned to perform the contract and any new employee assigned during the implementation phase of the contract shall be subject to the prior approval of the Institutions concerned. The TMC shall put forward the CVs, including proof of knowledge of languages of the persons in question. The staff in question shall remain under the authority of the TMC.

The TMC shall be responsible for rotating staff within the TMC and shall undertake to prevent this entailing any damage, inconvenience, or decline in the quality of service for the Institutions concerned. Internal problems of the TMC shall not affect in any way the quality of the services requested. The Institutions concerned shall be notified of any change to the team for the approval and acceptance of the Institutions concerned.

The Institutions concerned shall allow TMC trainees to complete training in the appropriate team or teams on the understanding that such trainees shall not be considered to form an integral part of the operating team, although they too shall be bound by the contract's confidentiality clause. Under no circumstances will the Institutions concerned bear the costs incurred in the employment of trainees.

A complete list of staff assigned, giving a breakdown by duties, must be submitted to the Institutions every month.

The TMC will replace a member of the staff working on an Institution's premises, on the Institution's request, if the Institution considers that the quality of service rendered by the person in question is insufficient.

The Institutions may change the specific role and tasks of positions within the TMC. In addition, the Institutions may increase the number of positions in the implant for a specific period in order to allow the flexibility to adapt in cases of need or for specific tasks, e.g. for audits, in-depth controls, quality management or other special projects in the interest of the service. An increase in the number of positions will incur an appropriate increase of the management fee at the rate indicated in the financial offer (Annex 11 to the Specifications) and in accordance with the terms laid down in the respective draft contracts.

14.2 Training of staff

The TMC provides continuous training for the staff working under the contract with regard to the IT applications and reservation systems, communication skills, including language skills, as well as soft skills such as conflict and stress management, etc. The TMC shall submit regularly, at least twice a year, a training plan to the department responsible for the implementation of the contract for its approval.

When the contract enters into force, the department responsible for the implementation of the contract will organise information sessions for the staff working for the TMC under the contract. During these sessions, the following items will be presented: the different internal rules/travel policies and how they need to be applied and the reservation and invoicing procedures. These sessions will be free of charge for the TMC.

14.3 All-round ability of staff

When proposing its team, the tenderer shall seek to offer at least 50 % of staff with multiple skills, i.e. skill in flight, rail, hotel bookings, invoicing/crediting procedures and, if relevant for the Institution, specialisation, for example, in group bookings.

14.4 Knowledge of languages

TMC staff assigned to perform the services must have the language skills required to enable them to communicate easily with the travellers of the Institutions. This means the staff must have a minimum level of English and French equivalent to B2 according to the Common European Framework of Reference for Languages

(<http://europass.cedefop.europa.eu/sites/default/files/cefr-en.pdf>). To that end, the CVs of the staff shall mention their knowledge of languages. The Institutions may request to check TMC staff members' languages certificates. In case the TMC has to take over staff from the previous Contractor as part of obligations following the transfer of undertakings, it shall provide the necessary training and facilitate the certification process for staff members who do not have the relevant certificate yet.

14.5 Discipline, ethics and confidentiality requirements for staff

The TMC and its personnel shall comply with all rules concerning security and discipline in place at the Institutions and behave in an ethical manner. The TMC is liable for the behaviour of its personnel in the buildings of the Institutions.

The TMC commits that its personnel shall respect all measures in place or that are put in place in the future to ensure the security of the persons working on the Institutions' premises. TMC personnel may be required to cooperate in the implementation of these measures. The TMC team leader shall be responsible for communicating regularly to other TMC staff designated for the execution of this contract the security instructions put in place at the Institutions and to ensure their compliance with them.

Team members are obliged to participate in the evacuation and invacuation exercises the Institutions organise.

The TMC shall ensure that all its personnel behaves in a respectful manner towards all persons working in or visiting the Institutions, avoids any attitude that might offend their dignity and refrains from any form of harassment. The Institutions have put in place policies to promote a good working environment and to avoid any forms of moral or sexual harassment. The Institutions will not tolerate any act of harassment committed by or against a member of the TMC's personnel designated for the execution of this contract.

The TMC is hereby informed that the Institutions intend to defend their values, such as integrity in all domains of their activities, and that they take care that these values guide the conduct of members of their personnel towards any other person, including the TMC and its personnel. In the execution of this contract, the TMC and its personnel designated for the execution of this contract are expected to ensure the highest standards of integrity and ethical behaviour in their relation with the Institutions and their personnel. The TMC shall forward to the Secretary-General of the Institution all information it may have obtained during the execution of this contract which could constitute a financial irregularity linked to the TMC contract or its current or subsequent procurement procedure.

In order to guarantee the protection of the personal data of individual clients and the data for activities and organisation of the Institution, the TMC shall require all members of its staff employed to perform the contract to provide a written undertaking to respect the confidentiality of any information that might come to their knowledge in the performance of their duties. This obligation shall apply to staff even after they have ceased to be employed for any purpose connected with the contract, and shall cover all the duties to be performed and changes of personnel. The TMC shall submit signed copies of the undertakings to the above effect to the Institution concerned when the contract enters into force and whenever there is a change of personnel.

14.6 Other staff arrangements

The TMC must be able to prove, at any time, that its staff is employed wholly in compliance with the tax and social legislation in force in the place where the services are performed.

The TMC shall be liable for any damage to persons or to the property of the Institutions concerned resulting from its activities or those of its staff or any other person acting on its behalf. Any costs which might be incurred in this respect shall be covered by the professional liability insurance of the TMC.

Information about the working hours in the each Institution will be provided in Annexes 2 a-d to the Specifications. During working hours, the TMC shall provide a full available service (information, reservation, etc.) to each Institution.

At the request of an Institution, the working hours may be adapted, for instance according to changes in the statutory working hours according to the applicable Staff Regulation. The TMC may also be asked to remain open over lunch or to organise a team on standby duty during the lunch hours.

When the contract enters into force, the TMC shall reach an agreement with the department responsible for the implementation of the contract on how and to what extent office closing days of the Institutions which are not public holidays in Belgium, France or Luxembourg as applicable and office working days of the Institutions which are public holidays in Belgium, France or Luxembourg as applicable have to be balanced with leave for the staff of the TMC.

Tenderers are reminded of their possible **legal** obligation under **national law** to safeguard employees' rights in the event of transfers of undertakings, businesses or parts of undertakings or businesses.

Table 1: Minimum requirements for train transport (point 2.1.1.2)

BUSINESS REQUIREMENTS			
Id	Business requirements (Short description)	Description (Detailed description including expected result)	Priority
1	Booking	Booking format and contents	
1.1	Negotiated fares	European Parliament negotiated corporate fares need to be made available for bookings, where available by the railway companies	Must
1.2	Booking confirmation	Single format for booking confirmation for travellers	Must
1.3	Booking history	Automatic delivery of chronological booking history	Should
1.4	Booking history (manual)	In case there is no automated booking history, delivery of this information through a manual 'information field'	Must
1.5	Open tickets	Signalisation of open tickets file through field ticket categories in the invoicing file	Must
1.6	Special rates	Signalisation of application of special rates (e.g. Thalys special rate)	Must
2	Invoicing	Invoicing format and contents	
2.1	Invoicing format	Automated invoicing upload through agreed XML file	Must
2.2	PNR	Include DNR and ticket number in every invoice	Must
2.3	Reason codes	Use of specific reason codes for itinerary (in case of new booking), itinerary-change (in case of ticket exchange) and refund completed (when tickets are cancelled and refunded)	Must
2.4	Train stations	Unique identification for train stations (e.g. UIC)	Must
2.5	Netting	No netting of invoices (exchange costs = separate line to a new ticket, separate documents for debit and credit invoicing)	Must
2.6	Quality control	Use of an automated quality control process: correction of invoicing file by every mismatch with predefined quality criteria per invoicing field	Must
3	Other		
3.1	Reporting	Single reporting tool for all rail bookings	Must
3.2	Payment	Payment to the rail companies is centralised by TMC	Must
3.3	Travel policy	Integration of European Parliament Rail Travel policy to deliver compliant rail bookings	Must
3.4	Read access	Reader access to the booking channel for the European Parliament	Should
3.5	Traveller profiles	Use of current traveller profile solution for rail bookings information	Must
3.6	Modifications by travellers	Modification of train tickets at the train station by traveller is always possible	Must

Table 2: Example of Daily Ticket Tracking message (point 10.2)

ID	Field
1	Ticket number
2	Airline
3	PNR
4	Invoice number
5	Related invoice number
6	Travel date(s)
7	Passenger name
8	Passenger ID
9	Unique tracking reference (audit)
10	Tracking date
11	For each coupon in the ticket:
a	Status of the coupon
b	Airport of departure
c	Flight number
d	Class
e	Date
f	Time of departure
g	Airport of arrival