



# Procurement Procedure EUAA/MLA/2023/OP/0003 Tender Specifications

# **Part 2: Technical Specifications**

**Provision of Travel Agency Services for EUAA** 

European Union Agency for Asylum www.euaa.europa.eu



#### Winemakers Wharf Valletta, MRS 1917, MALTA

Dage		134
Paue	- 21	51

1.	Bac	kground Information	4
1	L.1.	Main objective	4
1	L.2.	Current situation in the Sector	4
1	L.3.	Definitions	
2.	Obj	ective, Purpose and Deliverables	5
2	2.1.	Overall objective	5
2	2.2.	Purpose	6
2	2.3.	Deliverables	6
2	2.4.	Target Groups	
3.	Ass	umptions and Risks	
	<b>3.1</b> .	Assumptions	15
3	3.2.	Risks	
4.	Sco	pe of the Work	
4	<b>1</b> .1.	Description of the assignment	
4	1.2.	Place of performance of the services	
4	1.3.	Specific requirements	
	4.3	.1 Web check-in	
	4.3	2 Assistance to travellers	
	4.3	.3 Online Booking Tool (OBT)	
	4.3	.4 Working hours	
	4.3	.5 Cancellation Policy	
	4.3	.6 Environmental considerations	
	4.3	.7 Confidentiality and data protection	
ŗ	5	Payment process	
	5.1	. Modus operandi and invoicing schedule for Mission services	
	5.2	Remuneration of the Travel Agency and supporting documents	
	5.3	Commissions and super commissions	
	5.4	Modus operandi and invoicing schedule for for Non- Mission Services	

# Table of contents





#### Page 3/31

6 Contract Management	
6.1. Responsible body	
6.2 Contract team	
7 Logistics and Timing	
7.1 Commencement date and Period of execution	
7.2 Meetings	
8. Monitoring and Evaluation	
8.1. Reporting and statistics	
8.2. Contractual Penalties	









# 1. Background Information

#### 1.1. Main objective

The objective of these Technical Specifications is to provide the tenderers with all the necessary information that will allow them to understand, propose and implement the contract.

#### **1.2.** Current situation in the Sector

The European Union Agency for Asylum (hereinafter referred to as "EUAA" or "Contracting authority") was established by the Regulation (EU) 2021/2303<sup>1</sup>. The EUAA is an agency of the European Union mandated with supporting Member States in applying the package of EU laws that governs asylum, international protection and reception conditions, known as the Common European Asylum System (CEAS).

EUAA has headquarters in Valletta, Malta and operational offices currently in Belgium, Greece, Cyprus, Italy and Spain. In the last years EUAA has been expanding the technical and operational assistance in the mentioned countries as well as various European Union (EU) and non-EU countries. More information on the EUAA operational assistance can be found in the link https://euaa.europa.eu/operations/operational-assistance.

In this context, the EUAA organises missions and various transportation services for its staff and nonstaff and other external participants for meetings and events and requires mission and non-mission services to accommodate these broad needs.

Currently, there are approximately 550 staff members working at the EUAA. The number of complete missions done in the first nine (9) months of 2023, containing flight reservations, and/or accommodation reservations, and/or car rental reservations was 1334. Please note that the above figures are indicative only. The actual volume of services may vary depending on the needs of the EUAA.

#### 1.3. Definitions

The following definitions apply to these technical specifications:

Any reference to "Annex [Nr]" (e.g. Annex 3) means an Annex of the Tender Specifications – Part 2 under this Call for tenders.

**Authorised travel**: travel undertaken by the staff of EUAA on a voluntary basis, away from EUAA's premises, in the individual interests of the person concerned and the Agency which is covered by an authorisation to travel.

<sup>&</sup>lt;sup>1</sup> Regulation (EU) 2021/2303 of the European Parliament and of the Council of 15 December 2021 on the European Union Agency for Asylum and repealing Regulation (EU) No 439/2010, (OJ L 468, 30.12.2021, p. 1).





**BCP**: Business continuity plan.

**EUAA**: the European Union Agency for Asylum – EU Decentralised Agency – organising this procurement procedure as the Contracting Authority.

**GDS**: Global Distribution System – computerised reservation system serving as an intermediary between buyers (principally travel agents) and suppliers (airlines) in the leisure and business travel market.

**Guide to missions and authorised travel**: specific rules governing missions and authorised travel (see Annex 1 of these Technical Specifications)

**Mission(s)**: Authorised business trip approved by the EUAA and coordinated by Mission Team of the EUAA.

**Mission order**: Missions of staff must be covered by a mission order. Except in duly justified exceptional circumstances, the mission order is issued before the staff member leaves on mission. The mission order must be authorised by the line manager via the relevant online tool; whose signature constitutes an instruction to the person going on mission.

**Person going on mission/traveller**: any person, whether covered by the Staff Regulations or not (i.e. staff and non-EUAA staff), working for or on behalf of EUAA, travelling for work purposes or on behalf of EUAA.

Place of employment: places where members of staff and non-staff ordinarily work.

Tenderer: any candidate who has submitted a tender in response to the open call from EUAA.

**Travel Agency/Contractor**: successful tenderer selected to sign the Framework Contract following this call for tender and provide the services set out therein, in particular the purchase of travel services for and on behalf of EUAA.

### 2. Objective, Purpose and Deliverables

#### 2.1. Overall objective

The overall objective is to establish a reliable, efficient and effective travel organisation support both in the traditional way (via email and phone calls) and with a more comprehensive electronic online travel management system which will cover the entire cycle from booking to invoicing.





#### 2.2. Purpose

The contractor shall be responsible for providing high quality mission and non-mission related services such as air, bus, train tickets, accommodation, car rentals and other related services to EUAA staff and non-staff for various operational needs for the EUAA to be able to accomplish its mission and be fully able to provide support in the best possible way to EU member states.

#### 2.3. Deliverables

The services covered by the Framework Contract include all the services usually offered by a travel agency in connection with missions and non-missions services for work related purposes.

By 'mission services' as defined in these Technical Specifications refers to travel, accommodation and car rental services for authorised business trip approved by the EUAA and coordinated by Mission Team of the EUAA.

By 'non-mission services' as defined in these Technical Specifications refers to ground transportation services not relating to missions for non EUAA staff (e.g. interpreters, applicants, etc) coordinated by the EUAA.

More specifically, **the list of minimum required services** to be requested by EUAA are as follows:

- 1. Travel ticket booking;
- 2. Accommodation booking;
- 3. Transportation (shuttle and/or car rental services) booking
- 4. 27/4 Help desk service

The Travel Agency must comply with the **following requirements** which are considered **essential** for the proper implementation of the Framework Contract and the required quality of service. The requirements for one type of service apply mutatis mutandis to the other types of service (airplane, accommodation, train, rental car, ferry etc.).

- a) Providing information required for the organisation of the work-related travel (mission and non-mission), including combination with a private trip<sup>2</sup>: timetables, availability, pricing, services and options, and conditions governing fares and use of means of transport and accommodation, including car rental/shuttle (e.g. van, mini bus, bus, etc.) services;
- b) Booking the requested travel tickets/accommodation and transportation services for a traveller **only upon** EUAA approval of such work-related travel;

<sup>&</sup>lt;sup>2</sup> For more info on combination with a private trip, please refer to Annex 1 of these technical specifications.





- c) Prepayment of all services, including e.g. accommodation, flight bookings with low-cost airlines, car rental, etc. and any other transaction involving a direct purchase from the service provider;
- d) Handling and careful monitoring of complaints to providers and suppliers in accordance with a timetable and procedure to be agreed with the EUAA, following contract signature;
- e) The production of detailed and comprehensive statistics, as described in Annex 7 of these Technical Specifications, upon EUAA's request .

The aforementioned minimum requirements are not exhaustive as the tenderers shall comply also with the other requirements of the Tender Specifications and procurement documents.

The services will be provided during Framework contract implementation in accordance with the internal rules of the EUAA applicable to work-related travel, as specified in the Guide to missions and authorised travel. The Travel Agency will be fully trained on **Mission reimbursement rules** and will need to make bookings on the basis of a set of predefined reimbursement instructions. For information purposes, the European Commission Guide to missions and authorised travel is attached in Annex 1 of these technical specifications.

The services and provisions listed below are indicative. Each request may require one or more of the services or provisions listed.

Non-EUAA staff may be informed by the EUAA to contact the Travel Agency directly, keeping the EUAA in copy, to request quotations for travels/accommodation/transportation and other services, without any additional cost for the EUAA or an EUAA representative will be responsible for proceeding with their mission request.

The confirmatory communication for the booking of travels/accommodation/transportation shall be done by phone in emergency cases only and is considered as a 'mission order request' as described in these technical specifications and article I.4.3 of the Framework contract and is binding on both the EUAA and the Travel Agency.

The processes outlined below, are based on the current procedure but will be adjusted during contract implementation to maximise the use of the Online Booking Platform (OBT), which is expected to become the main booking tool for the EUAA (please see Section 4.3.3 of these Technical Specifications).

#### 2.3.1 Deliverable 1: Travel ticket booking

Based on mission orders request sent via email, that contains basic information on the travel, and/or through the OBT, the Travel Agency **shall provide three (3) options of travel ticket booking quotes** (if available on the targeted market) for the requested destination and/or for the combined means of travel including e.g. train and flight. If the traveller has expressed a preference for a preferred travel service provider and/or means of travel, they shall be proposed as one of the three (3) options.

Page 8/31

For all options, the Travel Agency must send an email and/or via OBT quoting the options separately (option no.1, option no.2, etc.), in reply to the email keeping the same subject, and keeping in copy the EUAA functional mailbox that will be communicated to the Travel Agency once the contract is signed.

As regards approvals and requests to modify or cancel tickets and/or confirmed bookings, all emails sent before 16:00 must be dealt with and replied on the same day.

A traveller wishing to propose an alternative travel option beyond the initial three (3) options provided by the Travel Agency, such proposal shall only be communicated after the Travel Agency has presented the three (3) most economical travel options to the traveller. This is to ensure that the travellers have access to a selection of cost-effective options before considering alternatives.

The list of requests for derogations from the fares that meet the EUAA's interests, and the corresponding action taken by the Travel Agency will be communicated in due time, if needed. In case when a work-related travel is combined with a private trip, the Travel Agency shall provide a cost comparison between the requested route and the most direct route to/from the place of mission to demonstrate the price difference (if any).

Options shall include 'low cost' fares, special offers available via online booking systems or other existing and future channels and any applicable corporate agreements when possible. In doing so, the Travel Agency shall take into account the cost of the whole transport (which may include more means of travel), the duration of the trip and the number of people going to the same destination.

In case of price increase, the Travel Agency shall inform the traveller(s) of any increase in the fare that took place between the period of quotation and the period of issuing the ticket. In such cases, the Travel Agency shall provide the traveller(s) with alternative options or course or actions, such as rebooking with different travel arrangements (if available for the targeted destination/s).

In case of uncertainty, the Travel Agency may be asked to quote options permitting changes and cancellations, on fees specified by the travel service provider, and such fees should be mentioned on the offered travel option/s. Business class tickets may also be reserved/issued in compliance with the mission rules, and in certain circumstances after the written authorisation by the EUAA (for instance in case the total price is lower or equal to the one in Economy Class). In such cases the Travel Agency shall indicate this information in the quotations.

The Travel Agency may be asked to reserve/book a flight for a specific period, longer than the deadline originally quoted. In such cases, the Travel Agency shall confirm the price of the flight with the requested reservation deadline.

In case the traveller needs a visa/s to enter in the countries specified in the request for quotation, the traveller shall be clearly notified and given assistance by the Travel Agency to acquire the necessary visa/s.

The three options shall clearly mention the following information:







- distinctive title containing centre/unit initials and mission/meeting number/reference (to be communicated through EUAA's mission tool upon request of the quotations);
- itinerary (detailed flight/train/bus/boat/ferry, time of departure and arrival);
- detailed breakdown of the cost (e.g. fare cost, including fare calculation details, tax details, tour codes, transaction fee applied from Travel Agency);
- ticket class economy in principle business class ticket can also be issued in compliance with mission rules;
- deadline for issuing the ticket (date and time);
- flight codes (if applicable);
- carriage terms and conditions;
- booking and tariff conditions (fare restrictions, cancellation policy change or refund permissions);
- baggage allowance;
- information on ticket flexibility and related costs regarding possible changes or cancellation;
- seating arrangements and/or pre-seating charges (if applicable);
- web check-in if applicable;
- CO<sub>2</sub> emissions.

# 2.3.1.1 Travel tickets requirements

The Travel Agency shall issue travel tickets in line with the most economic fares available in the market at the moment of the booking, corresponding most closely to traveller's needs and in accordance with the internal rules of the EUAA. The itineraries shall be sent automatically with the booked ticket.

For environmental and cost reasons, the e-tickets (electronic airline tickets) shall be a standard form of issuing tickets; email from a competent GDS reservation service, email travel confirmation from the airline/service provider, or through the OBT, showing the price of the travel/ticket. The travel tickets will be issued and delivered electronically at the latest three (3) hours after the confirmation by the traveller. If it proves impossible to issue tickets electronically (e.g. for ferry and trains), or if the ticket issued electronically does not offer the same terms of use or flexibility as another medium of issue, or where the specific characteristics of the mission so require, the Travel Agency will be required to use an alternative medium of issue. If the ticket is issued in paper format, the delivery cost can be invoiced to EUAA upon presentation of relevant supporting documents. The Travel Agency shall deliver the tickets where the traveller is working, at least 48 hours before the time of departure.

The issued travel tickets shall contain the following information:

- Name and surname of traveller as stated in the passport or national ID;
- Booking reference;
- Travel ticket number (if applicable);
- Complete itinerary with dates, time, and routes;
- Ticket class;
- Detailed breakdown of the final cost (e.g. fare cost, including fare calculation details, tax details, tour codes, transaction fee applied from Travel Agency);



- Carriage terms and conditions;
- Fare restrictions, change or refund permissions;
- Baggage allowance;
- Seating arrangements or pre-seating charges;
- Other relevant information.

Upon request, when possible, the Travel Agency shall take steps towards more efficient use of resources, e.g. it shall make possible for EUAA to collect valuable points for every business flight and redeem them.

The Travel Agency shall quote flights/air tickets considering the most advantageous fares, excluding those companies that appear on the EU Air Safety List (list of airlines prohibited from operating in the Europe or restricted from operating under certain conditions in Europe) https://transport.ec.europa.eu/transport-themes/eu-air-safety-list\_en.

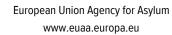
Adequate emphasis must be laid on the feasibility of the proposed transport options. In particular, connection flights should be quoted in such a way to allow sufficient time for boarding, taking into account the specificities of airports, city traffic conditions, etc.

#### **2.3.1.2.** Requirements for provision of travel services

The Travel Agency shall provide the following travel services, but not limited to:

- Researching and booking the best specific and coordinated deals for all means of travel (by air (aeroplane), rail (train), road (bus), and sea transport (boat/ferry);
- Researching and booking adjacent seats for persons wishing to travel together;
- Seeking price comparisons<sup>3</sup> for missions that include a combination with a private trip;
- Transmission by electronic means of transport tickets and electronic ticket numbers as soon as they are issued by the Travel Agency or the transport provider;
- Handling and monitoring the actions of suppliers in connection with ongoing reservations such as changes to the schedule, type of aircraft, or seat, dealing with special requests (e.g. meals, provision of a wheelchair, etc.) or any other message from the airlines, etc. and communicating to the traveller any information that may have an impact on the work-related travel;
- Group management, reservation of group tickets, or direct contact with external travellers (with an invitation letter, etc.);
- Proactive technical assistance to the EUAA in cases of its direct relations with carriers and other suppliers;
- Ensure that travel tickets' prices are within the pricing threshold in accordance with ceilings as provided by EUAA;
- Using a credit card, or equivalent product, held by the Travel Agency for any type of bookings requiring credit card data (service provided free of charge). In exceptional cases, the traveller's personal credit card details will be provided if it is established that the transport or

<sup>&</sup>lt;sup>3</sup> For more details on price comparison, please refer to Annex 1 of these Technical Specifications.



Page 11/31

accommodation service can be booked only if these details are supplied. In this case, the procedure for transmitting the traveller's credit card details to the contractor must give the best possible guarantees in terms of security and protection of personal data;

- If the reservation is made by a contact person, who is organising the trip, both the contact person and the traveller shall receive this information;
- In the case that the EUAA or the traveller would like to cancel all or part of the bookings already issued for a mission, the traveller will inform the Travel Agency about the request for cancellation/s. The Travel Agency shall inform the traveller and the EUAA about the costs that are to be refunded;
- Integration of travel agency tools with EUAA mission tools in accordance with security/data protection rules applicable and defined by the EUAA upon request;
- Any other service in connection with the travel ticket booking services defined above.

## 2.3.1.3. Requirements in case of travel cancellations

In general, when making a booking, the Travel Agency shall make sure that cancellation fees are limited or that tickets are fully refundable, while remaining within the pricing threshold provided in the relevant order. The Travel Agency will do everything necessary to protect the interests of the EUAA if bookings have to be cancelled and/or changed. Additional costs arising out of negligence directly attributable to the Travel Agency will be borne by the latter.

The Travel Agency shall also be responsible for the following as regards cancellations:

In case of no cancellation, identify and report in writing (email/from OBT) to EUAA all unused electronic (e-tickets)/paper format tickets (no show) for which, approximately one month after the intended date of travel, no cancellation request has been received from the traveler or the EUAA representative;

In case of cancellation in accordance with the relevant policy of the service/travel providers, take the necessary actions and follow-up measures vis-à-vis providers to obtain reimbursement of any unused tickets and to credit the EUAA with an amount corresponding to the total sum thus recovered, in the form of a credit note. By way of exception, there will be no transaction costs or reimbursement if the latter is lower than the transaction fee for cancellation.

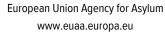
# • For more information on Change and cancellation policy, please refer to point 4.3.5 of these technical specifications.

### 2.3.2 Deliverable 2: Accommodation booking

Based on mission orders request sent via email, that contain basic information on the travel, and/or through the OBT, the Travel Agency shall provide quotations and perform reservations for accommodation on the GDS reservation service, or directly with the hotels/accommodation service providers, or through accommodation online booking platforms (such as booking.com, and Airbnb amongst others), to ensure that it is always able to offer the widest possible range of options and best







accommodation of suitable quality standard.

Page 12/31

possible deals. Any other means to perform reservation shall receive prior approval from EUAA via email.

Accommodation booked shall be of <u>suitable quality standards</u><sup>4</sup>, proximity to venues where missions are taking place and within the budget ceiling set out in the EUAA limits for accommodation (see Annex 2 of these Technical Specifications). The Travel Agency shall provide three (3) options of accommodation quotes (if available on the targeted market) for the requested destination. If the traveller has expressed a preference for a preferred accommodation, that accommodation shall be proposed as one of the three (3) alternatives.

Information on booking flexibility, reservation, and related costs regarding possible changes or cancellation shall be communicated by the Travel Agency in each quotation for accommodation. The traveller will then confirm the choice of accommodation preferred or will request alternative additional proposals, if needed. Once given the approval to purchase the quoted accommodation by the traveller, the Travel Agency will provide accommodation vouchers/bookings/receipts for the EUAA staff or persons authorised by the EUAA. The vouchers/bookings/receipts shall clearly indicate whether the breakfast/meal(s) is included in the fare or otherwise.

If the hotel booking is made via the OBT, the summary of what has been booked shall be generated by the tool.

The quotations shall also include a breakdown of the price for the accommodation including all taxes, the price of the city taxes, the price of breakfast (if applicable).

The Travel Agency shall include in the requested quotes the hotels/accommodation classification<sup>5</sup>, provided that the quotes do not exceed the hotel ceilings described in Annex 2.

The Travel Agency must notify the EUAA in case of no availability of rooms/accommodation within the official rate ceilings, as defined in Annex 2. When searching for options, the Travel Agency shall take into account several factors, such as proximity to the mission or meeting venue, safety of traveller and the effort required to arrive at the destination in order to minimise the time required by the traveller to commute between the accommodation and the commitment/mission venue/location.

The Travel Agency shall have at its disposal a wide selection of hotels across Europe, and outside Europe, including hotels offering corporate rates. The Travel Agency must ensure that the list of hotels is well maintained and updated on a yearly basis.

The final accommodation booking confirmation sent to the traveller should provide as the minimum the following information:

- the electronic voucher/booking/receipt;
- the name and surname of the traveller;





Page 13/31

- the name and details of the accommodation;
- information on its location/address;
- arrival and departure date check-in/check-out date and time;
- type of room and covered facilities;
- booking flexibility and costs regarding changes or cancellation policy;
- reservation number;
- the rate for breakfast (or whether breakfast is included in the accommodation rate);
- unit and total price.

The Travel Agency will have to settle payment of the accommodation, including breakfast/meal(s) where applicable, on the GDS reservation service, directly with the hotel, or with an accommodation online booking platform and invoice the EUAA for such costs as outlined in point 5 Payment process of these Technical Specifications.

The Travel Agency shall be able to book accommodation where the traveller will indicate /their own location of travel departure.

City tax (only if not already included/quoted in the accommodation price (e.g. if an accommodation does not quote it initially)), if any, and any additional expenses such as mini-bars are to be paid directly to the hotel by the traveller.

The Travel Agency shall, on the EUAA's instruction, negotiate corporate rates with hotels frequently used in Malta, Brussels, Rome, Athens, Larnaca, Nicosia, and Madrid, and possibly elsewhere in Europe.

The corporate rates are needed mainly for the following uses:

- To give Travel Agency access to lower rates for the accommodation bookings it arranges;
- To provide visitors to the EUAA cost-effective options of accommodation in Malta when they are unable to book through the Travel Agency, for example, where the visitor is required to book their travel and accommodation via their employer's travel channels, or where the traveller's expenses are not covered by the EUAA. For these corporate rates, the Travel Agency shall supply the EUAA with a brochure or website/online access to the listing the hotels and rates, suitable for communication to visitors. In such cases, the traveller will be required to book the accommodation and settle payment directly with the hotel.

For change and cancellation policy of the accommodation services, please refer to point 4.3.5 of these Technical Specifications.

#### 2.3.3 Deliverable 3: Transportation (shuttle and car rental services) booking

#### 2.3.3.1 Car rental for Mission services









Based on mission orders request sent via email, that contains basic information on the travel, and/or through the OBT, the Travel Agency **shall provide two (2) options of** car rental services for the requested vehicle category (if available on the targeted market) for the requested destination. Information on booking flexibility, reservations, all taxes insurance cost (if applicable), transaction fee and any other related costs regarding possible changes or cancellation shall be communicated by the Travel Agency in each quotation for car rental services. The traveller(s) will then confirm the choice of transportation preferred or will request alternative additional proposals, if needed. Once given the approval to book the quoted transportation by the traveller, the Travel Agency will provide transportation vouchers/bookings/receipts for EUAA staff or persons authorised by the EUAA and will ensure that the car will be picked up from the airport or place convenient to the traveller.

In case of long-term missions, there can be requests for quotations for long-term car rental services.

#### 2.3.3.2 Shuttle Services for Non-mission services

Based on EUAA's request, the Travel Agency **shall provide via email at least one (1) quote** for the requested shuttle service (if available on the targeted market) for the requested destination and/or number of people, duration and frequency and any other applicable information. Information on booking flexibility, reservations, all taxes, insurance cost (if applicable), transaction fee and any other related costs regarding possible changes or cancellation shall be communicated by the Travel Agency in each quotation for shuttle services.

Currently, for 2023 the EUAA is requesting the shuttle services as explained in the Annex 3 of these Technical Specifications. EUAA expects to increase the destinations (countries) for shuttle services based on the operating plans. The volumes of shuttle services for years 2024 and 2025 are expected to be similar to the volumes of 2023. Those estimates can vary depending on the actual needs, therefore, should not be understood as legally binding for the contract execution.

Please note that EUAA is planning to launch in 2025 a separate call for tender for the provision of ground transportation in the countries with which EUAA has or plans to sign an operation plan. Until this call for tender procedure is finalised by the conclusion of a new Framework Contract, the above mentioned services shall be covered by the specifications of this tender.

• For change and cancellation policy of the transportation (shuttle and car rental) services, please refer to point 4.3.5 of these Technical Specifications.

#### 2.3.4 Deliverable 4: 24/7 Help desk service

The Travel Agency shall establish a 24/7 helpdesk services available for emergency situations, during EUAA working days, weekends and EUAA holidays which are common to all EUAA offices. These services shall deal with any urgent requests or problems falling within its sphere of competence (e.g.

travelling for work purposes or on behalf of the EUAA.

report.

•

•

Any person, whether covered by the Staff Regulations or not, working for or on behalf of the EUAA,

# 2.4. Target Groups

the traveller may be. This facility is designed for specific situations where a reverse-charge call is necessary for organisational or security reasons. The Travel Agency may invoice the cost of calls to the EUAA based on supporting documents; Provide travellers with information to facilitate contact and rapid identification in the •

Supply a helpdesk service that is accessible by a simple non-premium phone call, text

Supply the option of emergency reverse-charge calls during work-related travel, wherever

assistance with the organisation of the mission, travel reservations, etc.). Should a traveller encounter difficulties/problems while travelling or immediately before travelling (e.g. missed connections, cancelled flights/travel, delays and/or disruptions of travels, accommodation check-in problems or incorrect documentation, etc.), the Travel Agency must take appropriate actions and provide services such as re-routing or new bookings to enable the traveller to reach their target destination in due time.

> message, or email 24 hours a day, seven days a week, 365 days a year; The 24/7 helpdesk service must provide a service in English language;

To this end, the Travel Agency shall provide the following:

- event of problems before or during the work-related travel;
- Inform travellers of their rights and obligations, such as in the event of flight cancellation; •
- Provide the EUAA with any practical information (in English) on the rights and duties of • travellers, for internal distribution;
- If the traveller has disability, the Travel Agency must take account of this when re-• organising the trip;
- In emergency situations, the Travel Agency can proceed with issuing, modification, or • cancellation of travel itineraries, without prior authorisation from the EUAA.

All of the transactions carried out via the 24/7 helpdesk service shall be provided in accordance with the relevant internal rules of the EUAA, and shall be also be detailed in the management statistics











- 3.1.1 EUAA's needs are unpredictable and may vary significantly between different location/countries and through different period of the contract implementation. This may impact the timing and scope or volume of use of the contract. However it is expected that the services will be requested for the locations where EUAA has its operations.
- 3.1.2 EUAA's presence in operational locations will continue over the next 4 years (during the framework contracts duration) and the overall needs for mission and non-missions services will remain stable.

#### 3.2. Risks

All below risks shall be taken into account by the Travel Agency, for instance during contract implementation the prices cannot be changed beside the standard price revision clause indicated in Article I.5.2 of the draft contract.

Due to the unpredictability of the needs, there is a risk that the needs of the EUAA may change during the contract implementation, which will impact contract consumption (no consumption, faster or slower consumption, different characteristics of the services, etc.).

Other potential risks may include:

- Changes in national legislation;
- Amendments to the EUAA operating plans;
- Changes of the operational context, including changes in the flows of asylum seekers;
- Operational difficulties due to specific situation, such as natural disasters, health and safety incidents, etc.
- The presence of EUAA's personnel outside the EU however (sometimes in high-risk countries) is growing steadily and this could negatively impact the possibility to make bookings for the services related to travel, accommodation and transportation in these areas.

# 4. Scope of the Work

#### 4.1. Description of the assignment

The Travel Agency shall provide a high-quality professional service in line with established standards, practices and in line with all the applicable rules and regulations in the field and implementing the best possible solutions for the EUAA. The Travel Agency will take all necessary steps to ensure the best possible continuity of service.





Moreover, the Travel Agency shall be responsible for the following, not limited to:

- Providing support to the EUAA, its staff and external travellers undertaking travel throughout the world, by providing a high-quality service and the best possible rates, in particular by offering group tickets where appropriate, advising travellers and taking a coordinated approach in cases where several people are travelling to the same destination;
- Required to monitor developments in the transport market, communication and booking channels to ensure that it is always able to offer the widest possible range and best possible deals in terms of travel, transport and accommodation;
- Providing information to the EUAA on developments, in particular technological developments, in the business travel sector. Providing information to the EUAA on any new tools available, e.g. concerning developments in relation to communication channels;
- Providing a consistently high quality and efficient service in English language, which means making every possible effort in terms of internal organisation, communication, and training of Travel Agency staff, and taking particular care to ensure clear, legible, understandable and reliable written and oral communication with the EUAA and the travellers;
- Responsiveness to the demands of the EUAA, and a proactive and client-oriented approach to the travellers and the representatives of the EUAA;
- When taking any decisions that have an impact on procedures involving the EUAA, making an effort to improve administrative efficiency for the benefit of the EUAA and systematically providing the EUAA with details of such efforts in advance;
- Ensuring that the structure put in place by the Travel Agency to fulfil this Framework Contract is flexible enough to enable it to cope with a peak of activity without degradation of service quality;
- Having in place an insurance policy for its civil and professional liability and to supply a copy of the policy to the EUAA upon its request.

#### **4.2.** Place of performance of the services

The place of performance of the services shall be **the contractor's location**.

However, the work-related travels/mission are expected to take place on all locations where the EUAA has established an office (i.e. Malta, Italy, Greece, Cyprus, Spain, Brussels), where it performs operations or plans to expand its operations and/or missions (i.e. the whole territory of Europe, including non-EU countries) and to minor extend to the locations outside Europe.

#### 4.3. Specific requirements

The below are specific requirements that shall be fulfilled by the Travel Agency.

#### 4.3.1 Web check-in





The Travel Agency shall provide to the traveller information and guidance in making the web check- in for the flights, or if requested, the Travel Agency will make the web check-in on behalf of the traveller. In the latter case, the Travel Agency shall send electronically the boarding passes to the traveller by email and/or to the mobile phone of the traveller in due time. If requested, the Travel Agency may send the boarding passes electronically to the hotel where the traveller is accommodated.

#### 4.3.2 Assistance to travellers

The Travel Agency shall inform the traveller and/or the travel organiser immediately, and provide assistance to travellers who are travelling of any changes in the scheduled travel times and on any significant circumstances that may cause changes, e.g. delays, cancellations, bad weather conditions, planned strikes or other disruptions. The Travel Agency shall perform any logistical arrangements including rebooking of tickets and accommodation if applicable. In such cases the Travel Agency shall send to the travellers the new information via email and/or text messages in due time, prior to travel.

From an organisational standpoint, the Travel Agency will, among other things, offer continuous support to the EUAA and travellers in the event of crisis management (e.g. natural disaster, strike, terrorist attack, etc.), unforeseen events, booking errors or programme changes, including the following:

- Making available the human and technical resources needed to manage given crisis effectively (keeping travellers and the EUAA fully informed, taking the necessary action in relation to bookings, organising crisis management measures with an ad hoc coordinator appointed as the EUAA's contact person);
- Determining the situation of travellers potentially affected and sending the EUAA an initial list of the persons concerned within 2 hours of the alert, followed, no more than four hours later, by a list detailing the situation of each traveller (e.g. location, impact on the journey, measures taken, etc.);
- Taking all necessary steps to organise transport, accommodation and, if necessary, repatriation of a traveller if requested or approved by the EUAA. It should be noted that the institutions/EUAA have signed a worldwide insurance/assistance policy covering work-related travel risks incurred by persons travelling under the responsibility of the EUAA. In all other cases it is up to the travellers themselves to make the appropriate arrangements.

In cases of security issues of the country of destination, the service provided by the Travel Agency will enable each travel to be monitored and security-related information to be communicated immediately to the travellers and the EUAA.

The Travel Agency must provide all persons travelling on mission with all the information required to identify them and establish contacts quickly in the event of an incident on mission, and a downloadable brochure in English language containing advice and explaining the rights and obligations of travellers.





### 4.3.3 Online Booking Tool (OBT)

At present, the EUAA travel bookings are carried out by sending mission orders request via email to the Travel Agency.

The EUAA wishes to update the current travel booking process and requires the successful tenderer to provide, assist and maintain an OBT that would give the EUAA staff the possibility to request travel, accommodation and transportation services directly from the Travel Agency via OBT. The EUAA intends to use a combination of both email and OBT communication channels for requesting travel services.

The OBT should be user-friendly, web-based and accessible from smartphones and tablets. Each OBT user must be provided with an individual password and protected account per user.

If the OBT is (or will become) available as a mobile application, to be downloaded and installed on the mobile devices, the EUAA will consider using such mobile application in the future, during contract implementation, provided it is approved by the EUAA.

The OBT must be developed, implemented, maintained and supported by the Travel Agency in a way that the EUAA complies with the applicable EU data protection legislation (i.e.Regulation (EU) 2018/1725<sup>6</sup> of 23 October 2018 on the protection of natural persons with regard to the processing of personal data by the Union institutions, bodies, offices and agencies and on the free movement of such data, and repealing Regulation (EC) No 45/2001 and Decision No 1247/2002/EC ) and any update to the legislation that might come into force during the Framework contract implementation period.

In particular, the Travel Agency will need to fulfil the following requirements:

- All personal data collected by the Travel Agency via the OBT or any other data processing system, should be adequately secured, and shall be processed in line with the Article I.9 of the Framework contract;
- When the OBT is operated through a mobile app, security details of the mobile app will meet the EDPS guidelines (please refer to Annex 4 of these Technical Specifications);
- Security of the OBT is the responsibility of the Travel Agency who will be responsible and liable for all security breaches and shall therefore have the appropriate security access protocols as would be expected and updated from time to time.

In particular the OBT must:

- Be provided via a secure channel (https);
- Prevent unauthorised access meaning that only authenticated user can use the system;
- Prevent users to create weak passwords (minimum 8 characters);
- Lock user account after five (5) attempts (in case wrong credentials are inserted);
- Offer password reset capabilities to end-user;

<sup>&</sup>lt;sup>6</sup> OJ L 295, 21.11.2018, p. 39





- Be compliant with security best practices such as (e.g. pen test, vulnerability assessment, access controls, controls to protect user's Data etc.).
- If requested so by the EUAA, it shall be integrated with the EUAA tools for missions.

#### 4.3.3.1 Transitional period for usage of OBT

It is foreseen that for the transitional period of approximately three months, the majority of bookings will be made as they are described above (i.e. through email exchange) but a sample group of the EUAA users will test the new OBT tool. During this period, the EUAA will provide the Travel Agency with its feedback, so the OBT can be adjusted if necessary. The Travel Agency should also prepare a user-friendly communication campaign for the EUAA staff, ensuring a swift and smooth transition to using OBT.

All travel, accommodation and transportation arrangements made through OBT, must comply with the Mission Rules (Annex 1). Any future revised version of these rules will be transmitted to the Travel Agency and shall repeal and replace the existing ones, forming an integral part of the framework contract.

When the OBT is fully operational, the following points will be fulfilled:

- The OBT should indicate accommodation ceilings for each country as stated in Annex 2;
- The OBT should allow for accommodation invoice to be settled by the Travel Agency and billed back to the EUAA;
- When the travel/accommodation requests comply with the EUAA rules, the Travel Agency shall proceed with the booking, confirm the request directly to the traveller and deal with any follow up questions and queries relating to the booking;
- As soon as the booking is made, the traveller and the EUAA shall be provided with an individual electronic (but printable) summary of travel and/or accommodation arrangements made for each mission;
- The individual summary confirmation will indicate traveller's name, reservation details as well as mission code;
- The OBT shall display all accommodation options but indicate those for which the Travel Agency has negotiated the preferential EUAA rates;
- The Travel Agency will adjust and update the OBT during the duration of the framework contract as and when needed (e.g. amend the accommodation ceilings displayed in the tool if rules change);
- The Travel Agency shall provide an user manual/guidance for OBT in English language;
- In instances when the OBT is not available, the Travel Agency shall process bookings via nonpremium phone numbers and email.

The OBT and its delivery, implementation, maintenance, support, update and any periodic adjustments, shall be provided as part of the overall service delivery. Any expenses that might apply to fulfil these requirements, must be included in the fee for services quoted in SSF 7.

#### 4.3.4 Working hours

The EUAA's normal working hours are from Monday to Friday 9:00 until 17:30 (local time in Malta, Spain, Italy, Greece and Cyprus), The Travel Agency must be available during those hours respecting local time of the location, by non-premium phone calls, email, and other electronic means such as Teams. It shall also be possible to contact the Travel Agency outside these hours and at weekends via its 24/7 helpdesk service.

Public holidays in force at the EUAA called "EUAA Holidays" shall be communicated to the Travel Agency in writing during contract implementation. The list of holidays for 2024 for Malta, Greece, Italy, Cyprus, Brussels, and Spain is enclosed in Annex 5 to these Technical Specifications. At the location in which the EUAA holiday applies, the Travel Agency shall be reached on that day by 24/7 helpdesk service.

Most correspondence with the Travel Agency for travel and accommodation bookings will be via the OBT, email or by phone; the maximum response times are required as follows:

- Standard request (two (2) working days or more prior to departure) maximum three (3) working hours;
- Urgent request (less than two (2) working days prior to departure) maximum one (1) working hour.

The response time of maximum three (3) working hours does not apply to any follow-up requests (additional requests for quotation or combined options, etc.) for the same mission, and the Travel Agency shall be able to respond to these additional requests within a maximum of one (1) working hour. It should be noted that the maximum response time is applicable during the normal working hours of all EUAA offices.

The service is to be provided on all EUAA working days without any disruption unless in an event of force majeure. If the contractor fails to provide the full service, in the stipulated time, on any of the EUAA working days of all the EUAA offices, contractual penalties as stipulated by the contract shall be applied.

#### 4.3.5 **Cancellation Policy**

For the above-mentioned services in section 2.3.1 of these technical specifications, the Travel Agency shall provide during contract implementation a change and cancellation policy in compliance with these minimum requirements:









- The Travel Agency shall advise the Contracting Authority of ticketing deadlines and other relevant information, such as refunds reissue and cancellation fees set per each travel/accommodation/ transportation each time bookings are made;
- Any ticket/voucher may be returned if changes on or cancellation of a travel/accommodation/ transportation is officially confirmed by the EUAA and according to the travel/accommodation/ transportation services providers policy rules. Such changes or cancellations shall not entail any fee charged by the Travel Agency other than the corresponding service provider fees, as might be applicable according to their policy rules;
- Any refund/cancellation/rebooking/name change (correction) or similar fee, imposed by a travel/accommodation/transportation services providers and due to any traveller/Contracting Authority action, will be paid by the Travel Agency directly to the travel/accommodation/ transportation services providers. The amount must be invoiced by the Travel Agency to the Contracting Authority at the real cost without any additional fee, with attached copies of relevant supporting documentation;
- The EUAA shall not be asked to reimburse any refund/cancellation/rebooking/name change (correction) or similar fee imposed by a travel/ accommodation/ transportation service providers to the Travel Agency in the event that it resulted from a mistake of the Travel Agency or its operators.

#### 4.3.6 Environmental considerations

The EUAA is working towards reducing the environmental impact of its activities. The Travel Agency must take into account the environmental impact of travels and thus strive to propose sustainable forms of transport and accommodation.

In this regard, the Travel Agency shall provide to the EUAA a **quarterly report on greenhouse gas (GHG)** emission calculations for all travels booked and performed in the reporting period. For <u>each mode of</u> <u>travel</u> (i.e., air, train, bus, ferry etc.) the Travel Agency must provide a breakdown by <u>scope of travel</u> (to be agreed with the EUAA) of:

- the **distance travelled** in kilometres (km) for each leg of each journey undertaken;
- the GHG (CO<sub>2</sub>, CH<sub>4</sub>, N<sub>2</sub>O, HFC, or CO<sub>2</sub>e) emitted for each leg of each journey in kilogrammes of CO<sub>2</sub>e (kg CO<sub>2</sub>e) by applying the emission factors applicable to the mode of transportation based on the distance travelled.

The tenderer must provide a description of the emissions calculator/standard to be applied in the report.

For continental travel below a certain number of kilometres (to be agreed with the EUAA) preference should be given to rail travel where a high-speed/convenient connection is available and travel time is comparable to air travel. Updates to the Guide to missions and authorised travel in this regard may become effective in the course of the framework contract with the Travel Agency.

As the EUAA is committed to reducing the impact of travel on the environment, the Travel Agency's access to one or more **carbon offsetting schemes** would be desirable. It is envisaged that carbon

Page 23/31

offsetting may be used by the EUAA as a complementary measure to be applied in the course of the framework contract with the Travel Agency. Consequently, the EUAA reserves the right to request the Travel Agency to put in place further mechanisms to facilitate CO<sub>2</sub> off-setting for travel arrangements.

The following general requirements shall apply insofar as possible to the selection of hotels/accommodation:

- as much as possible, access to hotels/accommodation shall be possible by public transport and information on sustainable commuting shall be provided to travellers by Travel Agency (e.g., maps, timetables);
- as much as possible, hotels/accommodation proposed shall be certified as sustainable operations (e.g., Green Key, EU Ecolabel);
- as much as possible, hotels/accommodation proposed shall be energy efficient and have ecofriendly waste collection and recycling systems in place.

### 4.3.7 Confidentiality and data protection

The EUAA will provide the Travel Agency with information about staff members entitled to request booking and their contact details.

The Travel Agency must provide prior to framework contract implementation a statement that from its entire staff assigned to this framework contract they shall obtain a formal (written) confidentiality note, which forbid them to divulge any of the information they may have received in the performance of their duties for the whole duration of the contract of employment and after its termination for whatever reason.

The Travel Agency must ensure that electronic communications between the Travel Agency and the EUAA are secure in order to protect their integrity, confidentiality and storage.

#### 4.3.8 Additional services

In addition to the services indicated in the procurement documents, the EUAA may request the Travel Agency to provide similar services which were not initially included in the framework contract but fall within its scope. The Contracting authority may also request the Travel Agency to provide services which were not initially included in the framework contract but are necessary for implementation of the framework contract.

In this regard, the Travel Agency must agree to the quantity and quality of the additional services with the EUAA and submit a quotation/fee for the requested additional services within five (5) working days of the date of the request indicating the delivery deadline for the services in question. The prices offered by the Travel Agency shall be reasonable and in line with market prices. The quotation provided by the Travel Agency shall require prior approval by the EUAA.

The EUAA, after checking the proposed prices, will either indicate its approval and confirm the request in writing to the Travel Agency, or deem the quotation/price unacceptable, in which case the Travel









Agency will have two (2) further working days in which to present lower prices or other acceptable service (e.g. equivalent service with acceptable prices).

EUAA reserves the right to ask the Travel Agency for the quotation/fee breakdown and any supporting documents, e.g., official price list, offers, prices from the latest valid Travel Agency `s catalogue, invoices, proofs of payment, etc.

If quoted service and/or prices are not acceptable to the EUAA, the latter reserves the right to purchase the services concerned from an alternative source.

Provisions of the framework contract apply also to the additional services.

# 5 Payment process

#### 5.1. Modus operandi and invoicing schedule for Mission services

Each invoice will cover one (1) month of service as follows:

The Travel Agency will send the EUAA an invoice on a monthly basis. Prior to that, each calendar month 'n+1', the Travel Agency will supply a list/spreadsheet of services rendered during calendar month 'n' in electronic format (the format and means of delivery will be determined during contract implementation). Each calendar month 'n+1', the Travel Agency will also supply this same spreadsheet divided according to the organisational centres/units/sectors of EUAA as per organigram that will be provided during contract implementation, but may be subject to change. These lists may also include services provided prior to month 'n' that were previously rejected and subsequently corrected.

As an indication the list/spreadsheet of services rendered will include:

- Centre/Unit/Sector code, mission or meeting number;
- Traveller name and surname;
- Service (e.g. accommodation, flight, rail, car rental);
- Supplier (e.g. airline, accommodation name);
- Dates (issue, departure, return, check-in, and check-out);
- Destination and routing;
- Distance travelled, accommodation nights, car rental days;
- Ticket or hotel price (e.g. fare, tax details);
- Transaction fee;
- Any other item as may be requested by the EUAA.

These lists of services will be examined by the EUAA during the following ten (10) working days (seven (7) working days if the Travel Agency submits all the relevant corresponding supporting documentation beforehand). At the end of this examination, all the entries for services performed and accepted will be notified to the Travel Agency and will then form the basis for a monthly summary invoice (request for payment), and, separately, credit notes, if applicable. Contested or refused services may be corrected by the Travel Agency and put in a subsequent month's spreadsheet of services. The EUAA

documents relating to commissions and super commissions.

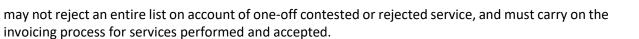
#### Page 25/31

the EUAA will inform the Travel Agency within a reasonable period of time so that any technical adaptations can be made. Any penalties incurred by the Travel Agency will be notified for the services in month 'n' during month

The invoicing process and the means of transmission of data may be subject to change. In this event,

Any penalties incurred by the Travel Agency will be notified for the services in month 'n' during month 'n+1' and deducted from the next summary invoices, in line with the point 8.2 and the Annex 8 of the Technical Specifications. Penalties may also form the basis of a specific credit note in month 'n+1' in respect of month 'n'.

The EUAA will have access to all records, archives (regardless of the medium: electronic, magnetic, etc.), correspondence, receipts, invoices and other documents in the Travel Agency's possession or obtainable by it, connected with performance of the Framework Contract. This also applies to



The summary invoice will list the amounts due (sum of the services accepted) to the Travel Agency by accounting year (purchase of tickets, transaction fees for services, car rental, etc.) for month 'n'.

If any, a summary file of credit notes will list any amounts due to the EUAA from the Travel Agency by accounting year (credit notes for services already invoiced, etc.) and include links to the corresponding invoices.

Standard commissions and super commissions will be recovered, once a year, in accordance with arrangements to be determined, either by deduction from one or more monthly invoice(s), or by credit note to the EUAA.

The EUAA will be responsible for managing its own invoicing, and checking the service provided by the Travel Agency.

Payments shall be made in accordance with Article I.6 of the draft Framework Contract.

Certain work-related travels may be dealt with on a decentralised basis by a unit of the EUAA (e.g. Management Board Meetings) and the management and invoicing of these missions might be handled directly between the Travel Agency and the unit(s) concerned. If considered necessary, the Travel Agency may also be requested to issue separate invoices for different EUAA units or recipients of services.

The Travel Agency will be notified of the information that must be included in payment requests (invoices and monthly lists), the format and presentation of these payment requests and the technical details pertaining to the transmission of data and documents, upon signature of the Framework Contract. The EUAA reserves the right to amend those requirements according to their needs, subject to one month's notice.





#### 5.2 Remuneration of the Travel Agency and supporting documents

The EUAA shall pay the Travel Agency exclusively the transaction fees in line with article I.6 of the Framework Contract and as per Financial offer (SSF 7).

For all the travels arranged and approved by the EUAA, the Travel Agency shall be reimbursed all costs incurred in connection with a given mission (e.g. cost derived from bookings of the travel tickets, accommodation and transportation, etc.) in line with article I.5.3 of the Framework Contract, only based on the supporting documents, which must provide complete details of the authorised expenses incurred on behalf of the EUAA.

As a rule, a service will be considered completed when it is implemented, finalised, duly notified by the Travel Agency and approved by the EUAA.

For all eligible transactions please refer to Financial offer (SSF 7) and Annex 6 of these Technical Specifications.

Requests for information on fares, availability etc. that do not lead to a transaction being carried out are not to be invoiced to the EUAA. Only completed transactions will be paid.

The Travel Agency shall not make any profit on the prices other than the transaction fee referred to above and stipulated in the Financial offer SSF 7. The Travel Agency may be audited for purposes of verification whether this principle is adhered to, in line with article II.24 of the Framework contract.

#### 5.3 Commissions and super commissions

In order to ensure that remuneration is transparent and set at a net price for reimbursing expenses directly linked to travel (such as tickets), the Travel Agency will undertake to pass on to the EUAA any commissions and discounts it obtains, i.e.: standard commissions in accordance with agreements concluded by the Travel Agency with transport operators and other suppliers and super commissions received by the Travel Agency, paid at the end of the year or of the Travel Agency's reference period. An inventory of such agreements must be sent to the EUAA before the performance of the contract begins. The Travel Agency must also inform the EUAA of any changes to the conditions in relation to this matter during the performance of the Framework Contract.

By signing the financial offer form, the tenderer undertakes to pass on commissions and super commissions to the EUAA in accordance with the arrangements set out in these technical specifications.

#### 5.4 Modus operandi and invoicing schedule for for Non- Mission Services









Payments will be made via bank transfer within 30 days from the receipt of the original invoice and according to the provisions of the Order Form and the provisions of the Framework contract.

# 6 Contract Management

#### 6.1. Responsible body

The Contract Manager(s) nominated by the EUAA, or a person(s) nominated to act on his/her/their behalf, is/are the person(s) responsible for the management of this contract on behalf of EUAA.

The Travel Agency shall designate a contract manager to act as a single point of contact with the EUAA for the contract management matters. The contract manager shall be responsible for implementation of the Framework Contract and supervising the travel agents working or any other related issue to the contract. The contract manager will deal with any contractual, operational, administrative and accounting problems that arise during the performance of the Framework Contract.

The Contract Manager must meet the selection criteria set out under point 3.2.3 of the tender specifications Part 1 – Administrative Specifications.

The contract manager shall also provide the following:

- assistance in the form of opinions or analyses to the relevant units of the EUAA, particularly in preparing answers to questions raised by travellers and dealing with operational problems on a daily basis;
- to handle and resolve complaints, and
- to prepare reports based on specific ad hoc requests from the EUAA, relating to the clarification of invoices. He/she will also be required to attend meetings organised by the EUAA via video-conferencing.

assist in any other matter related to Framework Contract implementation.

#### 6.2 Contract team

The Travel Agency shall guarantee availability and accessibility of travel agents. Preferably they shall be allocated exclusively to the EUAA. Communication between the EUAA and the travel agents shall be done in English language by email, non-premium phone number, and/or other online communication means.

The Travel Agency has to ensure the services in compliance with the highest professional standards. The Travel Agency shall guarantee the professional experience and qualifications of its staff nominated





as the EUAA travel agents. The Travel Agency is in charge of obtaining all of the necessary licenses or permits allowing the performance of the framework contract. The Travel Agency is obliged to replace a travel agent on the EUAA's request in case s/he will not satisfy the professional expectations of the EUAA or fails to comply with the contract rules. The Travel Agency should replace as soon as possible a travel agent in case he/she will become unavailable/absent for any reason.

The Travel Agency must inform the EUAA immediately if any unforeseen events or any disruption of the service, influencing the continuity of the services occurs, via a written report indicating the problem, the date of its start, the remedy actions taken by the Travel Agency, and the probable end date of this event/disruption in order to limit or eliminate its possible consequences.

The Travel Agency must have staff who can fulfil the EUAA's needs in the field of work-related travel. The Travel Agency shall ensure that any member of its staff dealing with this Framework Contract has the necessary and sufficient knowledge and training to render the services at the required level. The travel agents should have thorough knowledge of the EUAA's rules such as the Guide to Missions, financial requirements for supporting documents, etc.

Any potential increase of the Travel Agency team working for the EUAA will not result in any increase of the fees/prices indicated in the Travel Agency's financial offer. The contractor shall ensure that there will always be enough travel agents to manage the workload in the stipulated time.

To enable the quality of the service provided by the Travel Agency to be checked, the OBT and email system must be secure and must make it possible to establish objectively the response times to requests through OBT and incoming emails. The secure OBT and email system must be capable of providing monthly statistics to the EUAA's response times. The length of response times, where applicable, will determine whether the contractual penalties provided for in Annex 8 are to be applied and the amounts to be charged. Online access to the response-time recording system must be provided, without delay and on request, to the EUAA or to any other natural or legal person mandated by them for this purpose.

If needed, before the entry into force of the Framework Contract (but after both parties will have already signed it) the EUAA will organise a training session for the Travel Agency staff tasked with implementing the Framework Contract. This training will cover the specifics of the EUAA's rules and the arrangements for providing certain specific services. The Travel Agency must ensure that the training is attended by the staff involved. This course will cover the specific features of the Commission's Guide to missions and authorised travel and the arrangements for implementing certain specific services. This training will last for approximately one day, and will be given via video-conferencing or on the EUAA's premises. The EUAA will not reimburse any of the costs in relation to this training.

The Travel Agency must also be able to provide the same training on its own costs to all new employees that are employed after the training sessions.

The Travel Agency will be liable for any harm to the EUAA staff or damage to their property arising from its own activities and those of its staff or of any other person acting on its behalf.





# 7 Logistics and Timing

#### 7.1 Commencement date and Period of execution

Whereas the intended signature date of the Framework contract is Q2 2024, it is expected at this stage (i.e. at the time of publication of this call for tenders) that the starting date (and the date of entry into force) of the framework contract is 20 July 2024. Please see Article I.3 of the Special Conditions of the contract.

#### 7.2 Meetings

During the implementation of the Framework contract and the execution of the services, the Travel Agency and the EUAA shall agree on the type of periodic meetings and define the periodicity of meetings for the purpose of coordinating and monitoring the services.

The parties will communicate primarily via email to the addresses indicated in the contract, under Article I.8. Any official communication shall be in writing to the official email addresses.

A kick – off meeting will be organised at the EUAA's premises or remotely, upon signature of the Framework Contract, to discuss any practicalities regarding the contract implementation, align expectations, etc.

If need be, meetings shall be held before the implementation of the services, with the purpose to present the goals, objective and approach of the service.

Any issues related to the contract implementation can be facilitated by meetings, organised throughout the contract duration. Such meetings can take place either at EUAA's premises or the contractor's premises, or can be carried, whenever possible, by videoconferencing/skype, or similar technology. No separate cost will be reimbursed to the Travel Agency for participation to the meetings, even if held in person.

### 8. Monitoring and Evaluation

As the quality of service provided by the Travel Agency is of the utmost importance to the EUAA, a system of checks will be set up to ascertain compliance with response times through the OBT and emails, the quality of quotes and itineraries supplied to the travellers, the prompt issuing of travel tickets at the most economic fares available on the market at the time of ordering, and errors in the booking of or failure to issue travel tickets.

For the monitoring purposes, at the request of the EUAA, depending on the environment proposed, the Travel Agency must provide the EUAA with free read-only access to the GDS reservation system used for this Framework Contract, allowing access to the same information as that available to the





Travel Agency's. Training shall be provided on use of the tool, if requested so. If the EUAA so requests, the Travel Agency will install access to the GDS on computers supplied by the EUAA.

#### 8.1. Reporting and statistics

At the request of the EUAA, the Travel Agency must supply detailed analytical reports on the <u>services</u> <u>provided and invoiced</u> (see Annex 7 of these Technical Specifications).

In addition, the Travel Agency's report generation system must be capable of providing the following type of reports not more than twice per year:

- A detailed description of all services relating to tickets/travels, accommodation and transport bookings and other services, in particular those referred under section 2.3 of these Technical Specifications;
- Management statistics on the organisational centre/unit/sector of EUAA (e.g. breakdown
  of turnover by means of transport and/or services, as a whole and by unit/Centre of the
  EUAA, by airline, etc.) covering all the transactions made on all deliverables. As a guide,
  the statistical information to be provided is detailed in Annex 7 of the Technical
  Specifications;
- All of the transactions carried out via the 24/7 helpdesk service;
- The number of tickets issued which are unused or only partly used and which were cancelled with the Travel Agency or service provider;
- Refunds credited for unused tickets for which a cancellation request was not made;
- Records of fares and bookings including statistics on average costs per destination (keeping at the EUAA's disposal).

Moreover, at the EUAA's request, the Travel Agency shall provide any other ad hoc report regarding the implementation of the contract. Such reports shall contain a narrative analysis, figures and all the information relating to the Framework contract and the technology (developments), all the problems which have arisen during the contract implementation, and any solutions provided.

Lastly, the Travel Agency is required to analyse the market on an ongoing basis, and based on the most frequent destinations, to send this information to the EUAA upon request. In this regard, the Travel Agency must supply statistics on incoming email and OBT response times for the application of contractual penalties in line with Section 8.2 and Annex 8 of the Technical Specifications.

All the above-mentioned reports, shall be provided in English language.

#### 8.2. Contractual Penalties

If the Travel Agency has not provided the services in accordance with the requirements set out in the Framework Contract and its Annexes, the contractual penalties listed in Annex 8 and referred to in article I.13 of the framework contract will apply and will be deducted from monthly invoices, in

#### Page 31/31

accordance with the invoicing system described under section 5 of these Technical Specifications, or by credit note if the EUAA so requests,

In the event of disagreement between the EUAA and the Travel Agency over the imposition of penalties, an attempt at conciliation will be made between two parties.

Contractual penalties shall not be applied in cases of force majeure (see Article II.14 of the Framework Contract), except for the period during which the service could have been restored if the Travel Agency had taken the appropriate corrective measures.

The EUAA reserves the right to apply Article II.15 and Article II.16 of the Framework Contract for cases of non-compliance with the tender specifications not covered by Annex 8.

#### List of Annexes:

- Annex 1 EU Missions Guide
- Annex 2 Hotel Ceilings and DSA for EU and Third Countries
- Annex 3 Non- Missions Services Overview 2023
- Annex 4 Guidelines for Data Protection for Mobile Applications
- Annex 5 EUAA Public Holidays 2024
- Annex 6 Transaction Fees
- Annex 7 Statistics to be provided
- Annex 8 Contractual Penalties
- Annex 9 Travel Agency Booking Form



