
RFP for the Provision of Travel Management Services PRC0003600

<p>Q1. Would ESM consider incorporating selected standard supplier provisions relating to force majeure, liability limitations, third-party supplier responsibility, and operational continuity into the final agreement?</p>	<p>The ESM Draft Contract forms the contractual basis of this procurement. Candidates may submit proposed amendments together with a counter-proposal and justification by the proposal submission deadline. The ESM is not obliged to accept any proposed amendments and any changes, if accepted, will be kept to a minimum to ensure equal treatment of all Candidates.</p>
<p>Q2. Would ESM consider introducing an annual price adjustment mechanism based on an objective market index (e.g., CPI or SPI) for service fees during the five-year contract term?</p>	<p>No. As stated in the RFP, Candidates are required to provide fees for the entire five-year contract term. Furthermore, Article 4 of the Draft Contract provides that the fees are fixed for the entire contract term and include any applicable legal indexation or cost increases. Candidates are therefore expected to carefully assess any potential future indexation and incorporate it into their pricing from the outset. Accordingly, no annual price adjustment mechanism is foreseen. This approach is also practical from a contract management perspective. Given that Candidates may be established in different jurisdictions and subject to different national indexation mechanisms, the introduction of an annual price adjustment mechanism would add unnecessary administrative complexity to the management of the contract.</p>
<p>Q3. Can ESM clarify whether SLA service credits are cumulative and whether a maximum aggregate cap applies per month and/or contract year? Are SLA service credits intended to be the sole remedy for service-level failures, or may they be applied in addition to other contractual remedies or damage claims?</p>	<p>Where more than one KPI is not achieved, the applicable penalties may be applied cumulatively at the ESM's sole discretion. The RFP does not specify any monthly or annual cap. The application of penalties is without prejudice to any other rights or</p>

	<p>remedies available to the ESM, including claims for damages.</p>
<p>Q4. In the event of an incorrect invoice, will the Service Provider be given an opportunity to correct the invoice before administrative charges are applied?</p>	<p>Administrative charges for late or incorrect invoices will be applied proportionately and with due regard to the relevant circumstances, including, among other things: (i) how quickly the provider responds to and rectifies the issue; (ii) the cause of the late or incorrect invoice; and (iii) whether the incident is isolated or forms part of a recurring pattern of late or inaccurate invoicing by the provider. The intention of this provision is not to penalise isolated or occasional mistakes that are promptly corrected, but rather to address recurring and repeated errors of the same nature that create an unnecessary administrative burden for the ESM. Any administrative charges will therefore take into account the overall invoicing performance of the provider and the frequency and persistence of such issues.</p>
<p>Q5. Can ESM confirm that automated mid-office invoicing processes are acceptable and clarify what tolerance applies if mandatory cost allocation data is not available at the time of ticket issuance?</p>	<p>Yes. Automated mid-office invoicing processes are acceptable, provided that invoices are issued accurately and in a timely manner.</p> <p>With regard to mandatory cost allocation data, the ESM does not envisage situations where the relevant cost allocation is unknown at the time of ticket issuance. The booking and approval process is designed in such a way that every travel booking must be assigned to the appropriate cost centre, project code, or other required accounting information before the booking is completed.</p> <p>Service providers are expected to ensure that invoices reflect the correct cost allocation information as provided through the booking process. If exceptional situations arise, these should be addressed on a case-by-case basis in coordination with the ESM.</p>

<p>Q6. Would ESM consider including a mutual limitation of liability provision, capped at an agreed multiple of the annual contract value, except in cases of fraud, willful misconduct, or gross negligence?</p>	<p>Please refer to our response to Question 1.</p> <p>In addition, ESM considers the terms and conditions included in the RFP to be fair and balanced. As a matter of procurement governance, ESM seeks to ensure the equal treatment of all Candidates throughout the tender process. Consequently, ESM is not obliged to accept proposed amendments to the contractual terms and, where any changes are accepted, they will be kept to a minimum.</p> <p>In this context, the inclusion of a mutual limitation of liability provision is unlikely to be accepted unless supported by a strong and compelling justification demonstrating a clear necessity for such a deviation from terms attached to the RFP.</p>
<p>Q7. Can ESM clarify under which circumstances it anticipates transfer-of-undertaking legislation becoming applicable to the provision of travel management services under this contract? What is potentially the number of FTE involved?</p>	<p>The question relates to the interpretation and potential application of transfer-of-undertaking legislation. ESM is not in a position to provide legal advice or legal assessments to participants in the context of this procurement procedure.</p> <p>As indicated in the RfP, ESM can provide information relating to the factual circumstances relevant to the procurement. The applicability of transfer-of-undertaking legislation is, however, a legal matter that each participant should assess independently, taking into account its own circumstances and the applicable legal framework.</p> <p>Accordingly, if participants require guidance on this matter, they should seek their own professional legal advice. ESM is not able to provide an opinion on the circumstances under which such legislation may apply.</p>

<p>Q8. Can ESM confirm that technology providers, international fulfilment partners, duty-of-care providers, and payment solution providers identified in the proposal will be deemed approved subcontractors for the duration of the contract?</p>	<p>For the purposes of this procurement, a subcontractor is a third party engaged by the Service Provider to perform part of the contractual Services. Where a Candidate intends to subcontract part of the Services, the proposed subcontractors must be identified in the Proposal in accordance with the RFP. During contract performance, any replacement of subcontractors, changes to the subcontracting arrangement or appointment of additional subcontractors require the ESM's prior written consent. The use of technology platforms, booking systems, payment solutions or other tools that do not perform part of the contractual Services as subcontractors is not considered subcontracting for the purposes of these provisions.</p>
<p>Q9. Can ESM confirm the expected percentage of hotel bookings for which lodge card or virtual card prepayment is currently feasible within its preferred hotel program?</p>	<p>70%, but as per all other data provided this is not a guaranteed volume for future requirements</p>
<p>Q10. Would ESM consider aligning service-level targets with commonly accepted industry standards (e.g., 95–99%) rather than absolute 100% performance requirements?</p>	<p>Please refer to answer to Question 1</p>
<p>Q11. Could ESM provide the annual travel volumes used for the commercial evaluation, including estimated annual transactions by category (air, hotel, rail, car rental, visa, and other services), as well as the anticipated online versus offline booking split?</p>	<p>The RFP provides annual transaction volumes and booking channel information. Current online booking adoption is 54% of eligible trips and 25% of total trips. No separate commercial evaluation assumptions are provided beyond the published information.</p>
<p>Q12. Can ESM provide historical annual travel volumes for the previous three years and indicate whether any significant increase or decrease in travel activity is anticipated during the contract term?</p>	<p>Annex A provides indicative annual travel spend for 2023–2025 and a detailed transaction breakdown for 2025. The information provided is for information purposes only and does not constitute any commitment, representation or guarantee regarding future travel volumes. At this stage, the ESM does not anticipate any significant increase or decrease in travel activity</p>

	<p>beyond the information already provided in the procurement documents.</p> <p>However, the ESM's level of travel activity is inherently linked to the evolution of its mandate and the economic and financial situation in the euro area. As these factors are outside the ESM's control and difficult to predict over the duration of the contract, travel volumes may increase or decrease depending on future developments. Consequently, the ESM is not in a position to provide any further forecasts or guarantees regarding future travel demand.</p>
<p>Q13. Could ESM clarify the expected volume of Board Member and senior executive travel and whether separate service levels are expected for these traveler groups?</p>	<p>The Terms of Reference state that Board Members are frequent travellers with complex itineraries. A dedicated VIP service is not mandatory; however, VIP-level support must be available. The Terms of Reference also identify up to seven senior managers requiring Executive Travel Services. No travel volumes are provided. Candidates may propose their own service levels and KPIs for the VIP Service in their response.</p>
<p>Q14. Could ESM confirm which EC/EPCO negotiated programs are currently in scope and whether access to this program will be transferred directly to the successful supplier?</p>	<p>The successful candidate will be provided with the relevant programme codes and identifiers required to access and apply the negotiated rates through its Global Distribution System (GDS) when making hotel reservations on behalf of the ESM.</p> <p>There will be no transfer of ownership or management of the programme to the successful supplier. The ESM does not expect the supplier to manage the commercial relationship with the participating hotel chains or programme administrators. The supplier's role will be limited to applying the relevant negotiated rates when making bookings, in accordance</p>

	with the instructions and programme access details provided by the ESM.
Q15. Could ESM clarify how compliance with the Lowest Fare Guarantee will be measured and whether the comparison basis should include supplier-direct channels, public web content, and/or meta-search platforms?	Compliance with the Lowest Fare Guarantee will be assessed in accordance with Section 2.6.4.1 of the Terms of Reference. The ESM must provide documented evidence of a lower fare for an identical itinerary found within two hours of the original booking request. The comparison basis is as set out in the Terms of Reference, including the applicable fare conditions and exclusions. There are no expected exclusions to the sites included for comparisons, as long as the fare comparison is on a like-for-like basis.
Q16. Could ESM provide further details regarding the current process for handling mixed business and personal travel arrangements, including payment collection and approval workflows?	Please refer to Section 2.3.6 "Travel with Personal Component" of the Terms of Reference, which describes the requirements for handling mixed business and personal travel arrangements, including quotations, payment of the personal element and reporting requirements. Generally, payment for the personal element is managed internally within the ESM.
Q17. Could ESM clarify the expected approval process for policy exceptions and whether approved exceptions should continue to be reported as non compliant transactions?	As stated in the Terms of Reference, the travel approval workflow is managed internally within the ESM. No tickets may be issued by the Service Provider without the ESM's formal approval. An approved booking is therefore compliant.
Q18. What is ESM's current online booking adoption rate and what target adoption rate does ESM expect during the contract term?	No target adoption rate for the contract term can be specified. Further information also in Annex A and in the above answer to question 11
Q19. Can ESM clarify whether it expects an integrated duty-of-care platform, traveler tracking solution, and risk intelligence service as part of the core scope of services?	No. The Service Provider is required to provide an automated booking data feed to the ESM's third-party travel risk provider. No integrated duty-of-care or risk intelligence platform is required as part of the core scope of services.
Q20. Could ESM provide sample management reports and examples of	The ESM will not provide sample management reports. Candidates are

<p>the reporting output currently used within the organization?</p>	<p>expected to demonstrate their reporting capabilities and provide sample reports as part of their Proposal. The reporting requirements are set out in the Terms of Reference</p>
<p>Q21. Does ESM require unrestricted access to all raw travel and profile data throughout the contract term and upon contract termination, and if so, in which format such data should be provided?</p>	<p>The ESM’s reporting and traveller profile requirements are included in the Terms of Reference. All travel data is to be available via a reporting portal. At contract termination, the format and provision of data requirements will be included in the agreed transition plan, as outlined in the Terms of Reference.</p>
<p>Q22. Could ESM provide an indicative weighting between itinerary quality, policy compliance, cost optimization, sustainability, and traveller convenience within the itinerary test evaluation? Can you describe the Itinerary Test in more detail?</p>	<p>The itinerary test forms part of Award Criterion 1 – Service Delivery, Execution of Service, Operational Approach and Itinerary Test and will be evaluated together with the Candidate's written technical proposal in accordance with the published award criteria. No further breakdown of the evaluation methodology or sub-weightings will be provided. As stated in the RFP, only Candidates meeting the eligibility, exclusion and selection criteria will be invited to participate. The itinerary test instructions, scenarios and practical arrangements will be communicated to all shortlisted Candidates in advance of the test and under the same conditions.</p>
<p>Q23. Could ESM clarify the relative weighting of the written proposal, itinerary test, and presentation within each quality award criterion?</p>	<p>The quality evaluation will be carried out in accordance with the published award criteria. The written proposal, the itinerary test (as part of Award Criterion 1) and the presentation will be assessed as set out in the procurement documents. No additional evaluation criteria or relative sub-weightings apply beyond those published.</p>
<p>Q24. Does ESM anticipate one or multiple negotiation rounds prior to submission of the final commercial offer?</p>	<p>The procurement is being conducted as a Negotiated Procedure with Full Publication. The ESM reserves the right to conduct negotiations in accordance with the procurement documents. The number of negotiation rounds cannot be determined.</p>

Q25. Could ESM provide information regarding the current service provider team potentially affected by the transfer-of-undertakings provisions, including: ■ number of employees. ■ roles and responsibilities. ■ years of service. ■ contractual working arrangements. ■ salary bands and employment costs?

According to the information available to ESM, the current travel service provider does not have any staff dedicated exclusively to providing travel management services to ESM. On that basis, ESM has no indication that transfer-of-undertakings provisions would be applicable in connection with this contract.

Accordingly, ESM does not hold information regarding any employees who may potentially be affected by such provisions, including the number of employees, their roles and responsibilities, years of service, contractual working arrangements, salary bands, or employment costs.