MEMORANDUM OF INFORMATION

Question 1: Tender document International travel services, 3.4 Time Schedule, Page 12
Even though your current plan already considers the minimum lead time of 40 calendar days, the overall timetable of this procurement procedure is extremely tight. Apart from operational activities, tenderers are practically closed during weeks 52 and 1. As a result, the effective lead time amounts to only 60 calendar days, which is truly the minimum required to prepare a high-quality tender. This creates a risk that you will receive fewer tenders, and tenders of lower quality.

The Dutch Guide on Proportionality (Gids Proportionaliteit) provides further guidance on how vacation periods should be considered in the context of proportionality. The Guide explicitly refers to the consequences of running a procurement procedure during holiday periods, such as the summer holidays: the lack of available tender capacity on the side of economic operators will adversely affect the quality of bids. The Guide therefore considers it desirable and proportionate that, if a procedure runs during a holiday period such as the upcoming Christmas holidays, deadlines are extended in such a way that optimal market competition can still be ensured. In the Netherlands, major contracting authorities such as Rijkswaterstaat and ProRail have already given practical effect to the principles set out in the Guide on Proportionality. Specifically, Rijkswaterstaat and ProRail have decided, as a rule, not to publish procurement procedures during the summer and Christmas recesses. In addition, if a procurement procedure does take place during these periods, they apply extended deadlines by adding a substantial number of extra calendar days.

This approach has since been adopted and applied in practice by many contracting authorities. For our organization (and presumably for other tenderers as well), the upcoming holiday period, combined with vacation days that were already scheduled prior to the publication of the tender documents, has resulted in insufficient available tender capacity. We therefore kindly request, once again, that you consider adjusting the planning as follows:

- Extending the deadline for submitting questions by at least two weeks;
  Extending the deadline for submitting tenders by at least one month.
- Would you be willing to take this well-substantiated request into consideration, which would be beneficial both to you and to the tenderers?

Answer:
The current timetable meets all legal minimum time limits under the Dutch Public Procurement Act and is considered proportionate for this procedure. Therefore, both the question deadline and the tender submission deadline remain unchanged.

Question 2: Appendix 05 – ARVODI 2025, Article 23
The bidder sometimes uses (reservation) apps or modules. These are not specifically developed for you, and all intellectual property rights remain with the bidder. We are happy to grant you a right of use for the duration of the agreement, but we believe that transferring intellectual property rights is disproportionate. Are you willing to amend this condition accordingly?

Answer:
Where applicable and specifically for the right to use these apps or modules, we are prepared to amend this condition accordingly.

Question 3: Appendix 05 – ARVODI 2025, Article 20.1
This article states that strikes are not considered force majeure. However, we request an exception for strikes resulting from a nationwide collective labor agreement (CAO) conflict, as we have no individual influence over such circumstances. Can you agree with this?

Answer:
We do not agree with the proposed exception. Strikes, including those arising from nationwide collective labor agreement (CAO) conflicts, are considered a foreseeable business risk and therefore remain excluded from force majeure under the conditions of this tender. The contractual provisions remain unchanged.

Question 4: Appendix 05 – ARVODI 2025, Article 19.3.A
The bidder believes that removing the liability limitation in cases of death or personal injury is unreasonable. Such incidents are generally beyond our control, and removing the limitation introduces unmanageable and uninsurable risks, creating a disproportionate allocation of liability that detracts from resources intended for safety and quality assurance. Are you willing to remove this clause? If not, we kindly request a substantive explanation.

Answer:
We can't agree to the requested change. Article 19.3(a) of ARVODI 2025 explicitly excludes death and personal injury from the liability limitation. This is a standard, non-negotiable provision applied across central government. For reasons of legal certainty, proportionality and equal treatment, these conditions cannot be amended for this tender. The clause therefore remains unchanged.

Question 5: Appendix 05 – ARVODI 2025, Article 19.2
The bidder requests your agreement to exclude liability for indirect and consequential damages, including loss of profit, loss of data, and business interruption. Can you agree to this?
Would you like me to also provide a formal contract wording for this clause, or an alternative phrasing that strengthens the argument for acceptance?

Answer:
We agree to exclude liability for indirect and consequential damages, including loss of profit, loss of data and business interruption. Such damages are generally uninsurable and fall outside the Contractor's reasonable sphere of control. We consider this adjustment proportionate and in line with market practice. Article 19.2 ARVODI 2025 will therefore apply only to direct damages.

Question 6: Appendix 05 – ARVODI 2025, Article 19.2
In practice, liability insurance typically provides a maximum coverage of €2,500,000 per incident. It is often not possible to obtain higher coverage. This makes your liability requirements unrealistic from the bidder's perspective. Requiring higher liability entails several risks, such as:

- Financial pressure – It may be difficult to find an insurer willing to cover such high liability, leading to higher premiums for bidders and consequently higher bid prices for you as the contracting authority.
- Limited coverage – The contractor risks not being fully protected against large claims if the requested coverage exceeds what insurers offer. Accounting for these risks results in higher bid prices for you as the contracting authority.
- Risk of financial instability – Excessively high liability can make companies financially vulnerable or even lead to bankruptcy if a claim is not fully covered. In such cases, the contractor may be unable to continue performing your contract.

The bidder therefore requests the contracting authority to reconsider the liability limit and cap it at €2,500,000 per incident. Are you willing to change this?

We agree to adjust the liability limit under Article 19.2 ARVODI 2025 to €2,500,000 per incident. The exceptions listed under Article 19.3 remain fully applicable.

Question 7: Appendix 05 – ARVODI 2025, Article 11
Are you willing to make this provision reciprocal?

Answer:
Yes, we are willing to make Article 11 ARVODI 2025 reciprocal.

Question 8: Appendix 03 - Draft Framework Agreement, 3.8
The combination of full pre-financing and your 30-day payment term poses a significant financial risk for bidders. In practice, we are bound to payment terms of approximately 7 days to our suppliers. This creates liquidity pressure, requiring us to pre-finance the project for several weeks, which results in unnecessary capital lock-up and additional financing costs. This directly impacts both the cost price and the financial feasibility of execution. In the interest of proportionality and risk mitigation for bidders, we kindly request that you adjust the payment term to a shorter, market-conform period (e.g., 14 days) or otherwise take measures to limit the liquidity risk. Could you indicate whether you are willing to revise this condition?

Answer:
We cannot adjust the 30-day payment term, as we won't be able to pay invoices within a shorter timeframe. The requirement for full pre-financing is considered proportionate and forms an inherent part of the service model for travel agencies. For these reasons, the conditions will remain unchanged.

Question 9: Appendix 03 - Draft Framework Agreement, 2.3
Are you willing to allow extensions to be based on mutual agreement?

Answer:
Yes, we are willing to allow extensions to be based on mutual agreement.

Question 10: Appendix 03 - Draft Framework Agreement, 2.3
A notice period of 2 months before the expiration of the Framework Agreement is not realistic. We therefore request that you adjust this to 6 months, so the bidder can prepare for the termination of the service.
Are you willing to change this?

Answer:
We are willing to adjust the notice period to four (4) months. The contract will be adjusted.

Question 11: Tender document International travel services, 5.6, Page 27
Could you please provide further details as follows?

- Break down the revenue value per product (e.g., air, rail, hotel, etc.);
- Include the number of booked products and the booked destinations;
- Indicate the share of trips to countries with an orange/red color code according to MiBiZa.

Answer:
We cannot disclose exact counts per country nor the share of trips to orange/red advisory countries. This information is sensitive and volatile. We will provide aggregated historic data sufficient for pricing purposes:

Revenue split by product (air / rail / hotel / other) in percentages;
Booking volumes in bands (not exact counts);
Destinations at region level (e.g., Europe / AMER / APAC / MEA) or a top-list without volumes.

If further detail is required, this can be considered under NDA at contract stage.

Question 12: Appendix 02 – Pricing Sheet
The bidder notes that you request a fee for changes or cancellations to a booking both online and offline. Technically, it is only possible to change or cancel online before ticketing. After ticketing, this can only be done via the service team.

Could you adjust the fees?
''Changes or cancellation after ticketing to a booking''
''Changes or cancellation before ticketing to an online booking''

If not, can you please eliminate the fee ''Changes or cancellation to an online booking'' as this is technically not feasible?

Answer:
The fee "Changes or cancellation to an online booking" applies only in situations where an online modification is technically possible, which is typically prior to ticketing. After ticketing, changes or cancellations can only be processed offline and are therefore covered by the fee "Changes or cancellation to a booking." This distinction is considered technically accurate and sufficiently clear. Therefore, adjustments and/or eliminations are not necessary.

Question 13: Appendix 02 – Pricing Sheet
The rows in the Excel document referred to in the conditions are incorrect. May we assume that this should be 15–12 and 26–30?

Answer:
You may assume that this should be 15-23 and 26-30.

Question 14: Appendix 02 – Pricing Sheet
''Use of the booking platform''

Should this fee cover the technical bookings costs? Can this fee be invoiced for online booking?

Answer:
Yes. The "Use of the booking platform" fee covers the technical booking costs (e.g., OBT/technology usage, hosting, transaction processing, integrations/APIs).
Yes. This fee may be invoiced per online booking.

Question 15: Appendix 02 – Pricing Sheet
''Booking a group flight ticket (10 or more travelers)" and ''Booking group accommodation (10 or more travelers)". How often does this happen?

Answer:
This happens (almost) never, the largest group we have ever booked flight tickets for is 4 people.

Question 16: Appendix 02 – Pricing Sheet
''Booking a group flight ticket (10 or more travelers)" and "Booking group accommodation (10 or more travelers)". Is this a fee per traveler?

Answer:
Yes.

Question 17: Appendix 02 – Pricing Sheet
''All-in service fee for urgent requests''.
When an urgent request occurs, should this fee be invoiced on top of the original fee? And is this fee also applicable when booking an individual membership?

Answer:
The “all-in service fee for urgent requests” must be added on top of the regular all-in booking fee.
This urgent fee is applicable per urgent booking, including bookings that contain only one individual element (e.g., flight-only).

Question 18: Appendix 02 – Pricing Sheet
“All-in service fee per booking, covering all elements such as flights, accommodations, and related arrangements”.

Do you mean all elements or multiple elements? This is crucial for the right perspective when filling in the pricing document.

Answer:
With “all-in service fee per booking” we indeed refer to one single fee per complete booking, regardless of the number of travel elements included (e.g. flights, accommodation, rail, or other related arrangements).
The intention is to use a fixed fee per booking for comparability and predictability.
So: the fee applies to one booking containing one or multiple travel elements.

Question 19: Appendix 02 – Pricing Sheet
Could you explain why you do not choose a price range for the all-in service fee, while you do for the other fees?

Answer:
The all-in service fee is required as a fixed amount to ensure full comparability, transparency and consistency across all proposals. This fee represents the core pricing element of the tender and therefore must be presented as a single, unambiguous value. For certain other fee components, a price range is allowed due to variable external factors or volume-dependent elements inherent to those services. We therefore confirm that the requirement for a fixed all-in service fee remains unchanged.

Question 20: Appendix 01 – Program of Requirements, 4.2
“All data must be kept and processed within the EU.”
Can you confirm whether suppliers that process personal data in the U.S. are acceptable, provided that such processing complies with the GDPR, for example through the EU–U.S. Data Privacy Framework or by applying Standard Contractual Clauses approved by the European Commission?

Answer:
We confirm that transfers of personal data to the United States are acceptable, provided they comply with the GDPR and rely on an appropriate transfer mechanism, such as the EU–U.S. Data Privacy Framework or Standard Contractual Clauses.

Question 21: Appendix 01 – Program of Requirements, 2.10
Are you currently working with a partner for CO_2 compensation? In other words, do you expect the winning bidder to join an existing contract, or to establish a new contract for you?

Answer:
We confirm that we are not currently working with any external partner for CO_2 compensation. The winning bidder is therefore not expected to join an existing agreement. We expect the selected supplier to propose an appropriate CO_2 compensation solution as part of its service offering, including the associated processes, pricing and reporting.

Question 22: Appendix 01 – Program of Requirements, 2.7
Are you willing to chang this to within 1 business day instead of 24 hours? This refers to requests that come in on or just before weekends or public holidays.

Answer:
No

Question 23: Appendix 01 – Program of Requirements, 2.3
Are you willing to adjust your requirement to a dedicated travel agent team? Assigning a single dedicated travel agent is practically not feasible, considering planned and unplanned absences.

Answer:
We clarify that the requirement does not entail the assignment of a single, continuously available individual. Our expectation is the appointment of a dedicated Account Manager who will act as the primary point of contact for strategic, contractual and service-related coordination. For operational booking activities, we require a consistent and designated service team, supported by appropriate backup arrangements during both planned and unplanned absences. This structure ensures continuity, service stability and familiarity with our organization. Based on this clarification, no adjustment to the requirement is deemed necessary.

Question 24: Tender document International travel services, 5.6, Page 27
What is the background of the individuals who are part of the evaluation committee?

Answer:
The evaluation committee consists of travelers and our internal travel agent.

Question 25: Tender document International travel services, 5.4.2, Page 26 and 27
To properly elaborate on the requested information (in SUB AWARD CRITERION C – BOOKING PLATFORM FUNCTIONALITY), which is quite extensive, we need at least 4 A4 pages. Are you willing to provide this space?

Answer:
No.

Question 26: Tender document International travel services, 5.4.2, Page 26 and 27
Can you confirm that during testing (SUB AWARD CRITERION C – BOOKING PLATFORM FUNCTIONALITY) you will only test the Online Booking Tool? The mobile app is not available in a demo environment of an OBT, but will be available at the start of the agreement. Of course, we will include the mobile app in the requested description.

Answer:
The evaluation for Sub Award Criterion C will cover all functionalities as described in the tender documents, including both the Online Booking Tool and the mobile application, insofar as these functionalities are part of your offered solution. We expect bidders to provide access (e.g., demo accounts or test environments) that allows us to assess all evaluated features. If certain components cannot be demonstrated, these elements cannot be included in the scoring.

Question 27: Tender document International travel services, 5.4.2, Page 25 and 26
To properly elaborate on both cases (from SUB AWARD CRITERION B – CUSTOMER JOURNEY), we need at least 4 A4 pages. Are you willing to provide this space?

Answer:
No.

Question 28: Tender document International travel services, 5.4.1, Page 24
''Indicate any countries within Invest International's operational scope, where you are unable to organize travel."

Could you clarify Invest International's operational scope?

Answer:
Invest International operates globally, and travel may occur to any country depending on project and program needs. Therefore, bidders should assume a worldwide operational scope. If a bidder is unable to organize travel to specific countries, they should indicate those limitations.

Question 29: Tender document International travel services, 5.4.1, Page 24
''Explain how you will ensure traveler safety in high-risk countries (defined as those with a red travel advisory according to the Ministry of Foreign Affairs).''

Could you clarify what role you envision for a TMC (Travel Management Company) in this context? Could you also explain whether you use Travel Risk Management providers such as ISOS or Safeture, and what their intended role is?

Answer:
The role of the TMC is operational support: ensuring correct traveler tracking, delivering alerts, enforcing approval requirements for high-risk destinations, and providing accurate data to our Travel Risk Management provider (e.g. ISOS/Safeture).

Question 30: Tender document International travel services, 5.4, Page 23
We understand that your objective in this tender is to select a supplier who not only provides high-quality services but also does so at a fair and market-conform rate. However, in recent tenders within the sector, we have observed a trend where bidders apply rates that deviate significantly from the average. This effectively makes the contract "for sale" to the lowest price, regardless of the quality component.

This poses a risk to continuity, quality, and compliance with your own objectives. To mitigate this risk, we make some concrete recommendations to differentiate more strongly on quality. A scale with limited categories such as 'excellent, good, satisfactory, and poor' often results in minimal differences. Especially since, in practice, bidders rarely score 'poor.' By using a broader scale (for example, 1–10), you increase differentiation and truly reward better quality.

Are you willing to change this? If not, please clarify how you are mitigating this risk.

Answer:
Changing the qualitative scoring scale would constitute a material modification of the published award framework and could affect equal treatment and transparency. The current four-level scale provides sufficient differentiation, given the high weighting of the quality criteria and the consensus-based evaluation process. We consider the current qualitative scoring scale sufficient, as each award criterion already contains detailed and substantive evaluation guidance. This ensures adequate differentiation between proposals without the need to adjust the scoring methodology.

Question 31: Tender document International travel services, 3.9, Page 14 and Appendix 03 - Draft Framework Agreement, 1.2
The bidder notes that the clarification note (Nota van Inlichtingen) is ranked only in position D. Do you incorporate applicable changes resulting from the clarification note into the documents ranked in positions A through C?

Answer:
The applicable changes resulting from the Memorandum of Information will be included in the Framework Agreement.

Question 32: Tender document International travel services, 1.3, Page 9 and Appendix 01 – Program of Requirements, 7.1 and Appendix 03 - Draft Framework Agreement, 3.6
Can you exclude city tax from this requirement? City tax should always be paid at the hotel.

Answer:
City tax is excluded

Question 33: Tender document International travel services, 1.3, Page 9 and Appendix 01 – Program of Requirements, 7.1 and Appendix 03 - Draft Framework Agreement, 3.6
In 1.3 it is stated that all travel costs should be pre-financed. Are you willing to adjust this to an obligation of best efforts (considering your travels to regions where the acceptance of pre-financing is less common)? Do you have a back-up process in case there are no hotels that accept pre-finance and match your requirements available in certain regions?

Answer:
While all travel costs are generally pre-financed in certain countries virtual credit cards issued by the travel agency may not be universally accepted. In such cases, travel expenses will be directly covered by the company or by the traveler, as appropriate, ensuring that all trips proceed without disruption.

Question 34: Tender document International travel services, 5.4.1, Page 24
“Describe your process for managing claims related to delays and other travel disruptions.”

Can you please clarify what information you would like to see back in the elaboration of this sub-question:
- What role does the contracting authority expect from the travel agent versus internal stakeholders?
- To what extent will decision-making authority be delegated to the travel agent to enable swift action?

Answer:
As the contracting authority, we expect the selected travel agency to manage claims resulting from delays and travel disruptions in a proactive and traveler-centric manner, covering the assessment of eligibility, preparation of documentation, submission to airlines or insurers, follow-up, and timely escalation. Internally, our role focuses on providing policy frameworks, approving exceptions where needed, and ensuring financial settlement processes. We ask travel agencies to outline clearly which elements of the claims process they can fully take ownership of, and to specify the level of decision-making authority they require (e.g., rebooking thresholds, care arrangements, or out-of-policy decisions) to act swiftly on our behalf during disruptions.

Question 35: Tender document International travel services, 3.4, Page 12
In the schedule, you allow only three weeks for implementation between the final award of the tender and the contract start date. In our sector, this is not feasible. We therefore request that you provide at least seven weeks of implementation time for the winning bidder. Are you willing to do so?

If not, in what way do you consider it realistic to implement the requested services within three weeks?

Answer:
At this time, the schedule remains unchanged, based on collaboration with other external travel agents.

Question 36: Appendix 03 - Draft Framework Agreement, 5.1
Are you willing to include the ANVR terms (at the bottom of the hierarchy of documents as described in article 1.2)? These industry-specific terms provide a solution in cases where none of the other documents are listed in article 1.2.

Answer:
We do not intend to include the ANVR terms in the contractual hierarchy. Our own contractual documents and the tender terms sufficiently cover all relevant contractual situations, and therefore no additional industry-specific terms are required.

Question 37: Appendix 03 - Draft Framework Agreement, 3.1
You state that prices will remain fixed for the entire duration of this Framework Agreement, a minimum of 2 years and a maximum of 4 years. For bidders, it is impossible and highly unusual to provide a price in 2026 that remains valid until (at most) 2030. This creates an unacceptable risk for the bidder, which will significantly reduce interest in this tender.

Do you agree to fixed prices until 31-12-2026 and thereafter an annual indexation based on the objective benchmark Services Price Index (DPI)? This way, the indexation is tied to an independent standard that is representative of the sector.

Answer:
We maintain the pricing structure as described in the tender documents, as it aligns with our internal budgeting framework and expected stability of service delivery.

Question 38: Appendix 01 – Program of Requirements, 4.2
When booking a trip, there is a reasonable chance that personal data will need to be shared with a company located outside the EU. For example, when booking a trip to the U.S., the necessary personal data will be shared with the airline and the hotel being booked. Your requirement is therefore practically unfeasible. Are you willing to adjust this requirement?

Answer:
Our requirement does not prohibit the transfer of personal data outside the EU when this is necessary for booking or delivering travel services. Such transfers are permitted under the GDPR, provided GDPR-standard safeguards or any other applicable legal safeguards are in place. We therefore confirm that data may be shared with airlines, hotels, and other travel-related service suppliers located outside the EU where required for the execution of the trip, in accordance with applicable data protection legislation. No adjustment to the requirement is needed.

Question 39: Appendix 01 – Program of Requirements, 2.10
The bidder is able to display the general amount per ton of CO_2 compensated (once agreed with you) in its online booking tool, but it is technically not possible to calculate this and include it directly in the rate shown at the time of booking. Of course, you will see the compensated amount reflected on the invoice. Are you willing to adjust this part of the requirement?

Answer:
The requirement aims to ensure clear visibility of CO_2-related information during the booking process. Displaying the compensation rate (€ per ton) and the calculated compensation amount in the booking flow and on the invoice meets this requirement.

Question 40: Appendix 01 – Program of Requirements, 2.10
The bidder is technically unable to display CO_2 emissions in tonnage and the compensation amount on tickets, as tickets only contain the necessary travel information and these are standard documents. The

bidder is technically unable to provide customization in this regard. Are you willing to adjust this part of the requirement?

Answer:
The requirement aims to ensure transparency regarding CO_2 emissions and compensation. We confirm that this information does not need to be displayed on the ticket itself. Displaying CO_2 emissions (in tonnage) and the related compensation amount during the booking process, and/or as a separate line on the invoice or in reporting, is sufficient. No adjustment of the requirement is needed.

Question 41: Tender document International travel services, 5, Page 22
You are using a single round of questions in this tender. The answers in the first clarification note (Nota van Inlichtingen) often/always raise additional questions because the note frequently contains information that gives bidders new insights or information they could not have anticipated earlier. Are you willing to add a second round of questions to the procedure so that bidders, if necessary, have the opportunity to ask questions based on the first clarification note?

Answer:
See our answer to question 1.

Question 42: Tender document International travel services, 5, Page 22
Can the Contracting Authority confirm that it does not use (public) AI tools for evaluation and does not enter documents and information from bidders into these tools?

Answer:
We don't use any public or consumer AI tools, and bidder documents are never entered into such systems. We do use the payable version of Copilot for Microsoft 365, which operates exclusively within our secure enterprise tenant. When bidder documents are accessed through Copilot, the data remains within our Microsoft 365 environment, is not shared with public AI services, is not used to train Microsoft models, and remains within the European data boundary. AI is used only as a supportive tool; all evaluations and final scores are determined manually by the Evaluation Committee through consensus.

Question 43: Tender document International travel services, 4.11.B, Page 27
We believe that the revenue model for this Tender should consist solely of the fees paid by the contracting authority and not include hidden income streams.

Hypothetical example:
When a flight costs €100, the contracting authority pays €120 to the winning bidder (comprising €100 ticket price and €20 fee).

However, in the market, bidders regularly receive additional commercial benefits from airlines, such as net fares (special, non-public contract rates offered only to selected partners). A hypothetical example is Lufthansa offering net fares for flights to/from Germany to be more competitive than KLM. For bidders based in the Netherlands, such benefits are generally similar. However, if a bidder is based outside the Netherlands or has a foreign branch, these commercial advantages may vary by country or market. For instance, KLM might offer net fares to a German bidder to compete with Lufthansa. Since these rates are not public, you cannot verify the actual purchase price of a ticket (without our proposal below).

Hypothetical situation:
A ticket is sold to the contracting authority for €100, while the winning bidder purchases it in the background for €80. The contracting authority also pays a €10 fee. The contracting authority assumes they are making a cost-effective choice (low fee), while in reality, this bidder achieves a €30 margin instead of €20 for a fully transparent bidder.

Because such market advantages are not equal for all bidders, the bidder considers it essential that the tender ensures a level playing field.

Our question to the Contracting Authority is therefore as follows:
Can you confirm that fees must be the only revenue model for bidders? Are you willing to request a read-only link to or a monthly direct PDF export from the BSP (Billing and Settlement Plan) system of IATA (International Air Transport Association) from the bidder?

This way, you can easily compare, through sampling, the purchase prices of the awarded bidder (directly from independent data) with your invoices (based on ticket numbers) and prevent bidders from profiting by purchasing tickets at lower prices. In short, this guarantees a level playing field!

Answer:
Fees as stated in the Pricing Sheet are the only transparent and verifiable cost component. Commercial arrangements between travel agencies and airlines fall under normal market dynamics and cannot be regulated within this Tender. For reasons of proportionality, confidentiality and feasibility, BSP access or BSP exports will not be requested. The published conditions remain unchanged.

Question 44: 3.12
Kunnen we bieden via onze Britse entiteit, of moeten we bieden via een van onze Europese entiteiten?

Answer:
You are free to submit your proposal via your UK entity or through a European entity, as preferred.

Question 45: 3.13
Is het voor buitenlandse bedrijven verplicht om gebruik te maken van de e-handtekeningdienst?

Answer:
Foreign companies are not required to use the Dutch electronic signature service (eHerkenning). Non-EU bidders can create a TenderNed account without eHerkenning and may sign documents using their own legally valid electronic signature in accordance with the tender requirements. We accept qualified electronic signatures as well as other internationally recognized forms of digital signature, provided they meet the authenticity and authorization requirements.

Question 46: Pricing Sheet
Please clarify what you consider 'urgent' in the context of line 12 of the pricing sheet?

Answer:
Within four (4) hours.

Question 47: Appendix 7 - Coverage of Liability Risks
The liability damages outlined in Appendix 7 are not proportionate. We would recommend that these are limited to 100% of the TMCs income, based on the booking fees.

Answer:
See our answer to question 6.

Question 48: Data processing & Storage
The documentation advises that all data should be stored and processed in the EU. This is not practical since TMCs pass data to third party suppliers (GDS, airlines, hotels etc.) which will often be outside of the EEA. If we have DPAs / standard contractual clauses in place with our key subcontractors, can we assume this is sufficient to facilitate this contract?

As an additional question, would a UK based data center be accepted by Invest International? Since the UK continues to have an adequacy decision in place with the EU, would this arrangement be acceptable to Invest International?

Answer:
Personal data may occasionally be processed outside the EU (e.g. bu international travel systems). all processing is fully GDPR-compliant, with appropriate safeguards such as Standard Contractual Clauses and security measures in place to always protect personal data. Strict "EU-only" processing is not practical, but data privacy and compliance are always guaranteed.

Question 49: Appendix 04 - Draft Processing Agreement
The Contractor is of the opinion that, although the contracting authority provides the personal data for booking a trip, it is ultimately the Contractor who determines the purpose and means of processing when using that data to arrange the trip. For this reason, we believe it would be more appropriate to enter into a Data Sharing Agreement rather than a Data Processing Agreement, as this better reflects a situation of joint controllership. Do you agree with this approach?

Answer:
The Contracting Authority does not agree with the assessment that the Contractor qualifies as a joint controller. Under the GDPR, the Contracting Authority determines the purpose and essential means of the processing activities, namely arranging official travel for its employees. The Contractor processes personal data solely for this purpose and only on our documented instructions. Any discretion exercised by the Contractor concerns non-essential operational matters and does not confer controller status. For this reason, the Contractor acts as a data processor within the meaning of Article 28 GDPR, and a Data Processing Agreement remains the appropriate instrument. A Data Sharing Agreement or joint controllership arrangement is therefore not applicable.

Question 50: Appendix 04 - Draft Processing Agreement, Art. 5.4, P. 4
When booking a trip, personal data may need to be shared with companies located outside the EEA. For example, when a trip is booked to the United States, the necessary personal data will be shared with the airline and hotel involved. In such cases, it is not practically feasible to request prior consent for transferring personal data to these organizations, as the flight may become fully booked or prices may increase in the meantime. Before a trip is booked, a quotation will be provided. Could acceptance of the quotation also be considered consent for sharing personal data with these parties?

Answer:
The acceptance of a quotation cannot be regarded as consent under the GDPR. The Contractor may transfer personal data outside the EU only where strictly necessary for booking international travel (e.g., airlines or hotels outside the EEA) and must do so in compliance with GDPR Chapter V. The clause will be clarified as follows: “The Contractor will not process Personal Data outside the EU except where strictly necessary for arranging international travel. Such processing must comply with all applicable data-protection requirements. Any other transfers outside the EU require the Contracting Authority’s prior written approval, unless a legal obligation applies”.

Question 51: Tender document International travel services, 3.4 Time Schedule, Page 12
You are currently providing for only one round of questions in this tender. To date, no answers have been published, including responses to questions submitted on 17 December.

Experience shows that the answers in the first clarification note often lead to additional questions, as they regularly contain new insights or information that bidders could not reasonably have anticipated earlier. Moreover, this tender includes several aspects on which we have submitted questions that are essential for determining whether to submit a bid.

In light of the above, we kindly ask whether you are willing to include a second round of questions in the procedure, allowing bidders to raise questions based on the first clarification note. We also ask whether you would be willing to adjust the timetable, accordingly, as referred to in our question of 17 December.

Answer:
See the answer to question 41.

Let’s build the sustainable markets of tomorrow together.

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