

16.08 Air Journeys (2023)

Tender specifications

Version 1

Contents

1	The contracting entity	3
2	The elements of the tender documents.....	4
3	Purpose and background	5
4	The subject-matter of the procurement	7
5	About the invitation to tender and the framework agreement	9
5.1	The tendering procedure	9
5.2	A binding framework agreement	9
5.3	Duration of the framework agreement.....	10
5.4	The customers' use of the framework agreement.....	10
5.5	The customers' purchase obligation	10
6	Time schedule for the tendering procedure	11
7	Exclusion and suitability	11
7.1	Exclusion grounds	11
7.2	Suitability assessment.....	12
7.2.1	Economic and financial standing and technical and professional ability	12
7.3	Self-declaration (the ESPD) and documentation	12
8	Award criteria and evaluation	13
8.1	Calculation of the evaluation-technical price.....	13
8.1.1	Calculation of the weighted price per route (WP)	14
8.1.2	Calculation of quality	16
8.2	Evaluation.....	18
9	Submission of tender.....	19
9.1	General.....	19
9.2	Submission of tender: The content of the tender	19
9.2.1	The European Single Procurement Document (ESPD).....	20
9.2.2	Appendix C The Supplier's tender	21
9.2.3	Cover letter	25
9.3	Electronic submission of tender	25
9.4	Consortia or other groups of operators	26
9.5	Other matters relating to the submission of tender	26
9.6	Compliance evaluation	26
9.6.1	Errors in Appendix C.....	26
10	Reservations	27
11	Additional information	27
11.1	Written questions.....	27
11.2	Information meeting	28
11.2.1	Information meeting for tenderers.....	28
12	Deadline for submission of tenders and period of validity of tenders	29
13	Processing of tenders	29
14	Prohibition of negotiation	29
15	Confidentiality	30
16	Final documentation and submission of declarations.....	30
16.1	Documentation concerning the absence of exclusion grounds	31
16.2	Declaration concerning restrictive measures in view of Russia's actions destabilising the situation in Ukraine	31

16.3	Declaration concerning the Supplier's compliance with its corporate social responsibility (CSR) obligations	31
17	Implementation	31
18	Checklist	31
18.1	Submission of tender	32

1 The contracting entity

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2 The elements of the tender documents

The complete tender documents consist of the following:

Contract Notice submitted to the OJEU on 26 July 2022

Tender specifications - these tender specifications

Draft contract

- Framework Agreement (*agreement between SKI and the supplier*)
 - Appendix A Customer list
 - Appendix A.1 Overview of Customers
 - Appendix B Requirements specification
 - Appendix C The Supplier's tender
 - Appendix D Award of Delivery Contract and ongoing contractual matters
 - Appendix E Delivery Contract
 - Appendix F The Supplier's reporting to SKI
 - Appendix G CSR
 - (Appendix H *N/A*)
 - (Appendix I *N/A*)
 - (Appendix J *N/A*)
 - Appendix K *N/A*)
 - Appendix L Routes awarded (to be prepared in connection with conclusion of contract)

 - Special Appendix 1 Purchase obligation
 - Special Appendix 2 Implementation

ESPD (See clause 9.2.1)

Cover letter (See clause 9.2.3)

Declaration concerning restrictive measures in view of Russia's actions destabilising the situation in Ukraine (See clause 16.2)

Declaration concerning the Supplier's compliance with its corporate social responsibility (CSR) obligations (See clause 16.3)

Questions and answers (See clause 11.1)

The tenderer is requested to thoroughly examine the complete tender documents and the guidelines and carefully follow the instructions provided when preparing the tender. It is recommended to start well in advance and to submit any questions as soon as possible, see clause 11.1. The tenderer is responsible for ensuring that the tenderer's tender complies with all requirements and conditions in the tender documents, and the tenderer is advised that any ambiguities in the information stated in the tenderer's tender may be attributed negative weighting in the tender evaluation.

The documents to be completed and submitted by the tenderer in connection with submission of tender are stated in clause 9.2.

3 Purpose and background

SKI is a central purchasing body and, on behalf of SKI's customers, puts up for tender a framework agreement for the purchase of air journeys for passenger transport, referred to as 16.08 Air Journeys.

In this tendering procedure, an air journey is defined as a return flight (to destination and back) between two destinations (airports). Such service may in each direction be delivered by a direct flight or by flights via one transit point. Where the supplier only offers one-way tickets, two one-way tickets must be offered for the route.

The purpose of the invitation to tender is for SKI's customers to discharge their tendering obligation by using the framework agreement. In addition, the purpose is to ensure a commercially attractive framework agreement that meets the customers' expectations and purchase needs, and to ensure a framework agreement that is easy to use.

The framework agreement is in particular aimed at State customers but also at SKI's other customer segments, e.g. municipalities, utility companies and universities, see Appendix A of the framework agreement. In the general course of business, the customers are in dialogue with their business partners, customers and other stakeholders, which often requires travel by flight.

The deliverables under the framework agreement are often ordered through a travel agency with which the customer has entered into an agreement, which is reflected in the material prepared. The framework agreement has a wide range of routes aiming to satisfy, in the best possible way, the purchase needs of all SKI's customers with respect to air journeys on the basis of SKI's and SKI's customers' knowledge of the purchase need at the time of the invitation to tender.

The tendering procedure only covers the purchase of air journeys. Travel agency services, hotels, car rental, taxis and trains are therefore not included.

SKI makes no requirements as to bonus schemes. Such matters are governed by the customers' individual travel policy and/or the supplier's ticket rules in general. During the contract period, however, SKI requires that the supplier's prices are accessible in the Global Distribution system (GDS)¹ in order to support the customer's award process, see Appendix D, and this is therefore a prerequisite for the supplier's performance of the framework agreement.

Prior to the invitation to tender, SKI has conducted a market analysis. The analysis showed:

- That there are several existing suppliers who offer air journeys and who will be able to support the public sector's purchase needs and perform the framework agreement throughout the entire term of the agreement. The range of suppliers, however, is estimated to be relatively narrow on domestic routes.
- The analysis also shows a market severely affected by Covid-19 and the war in Ukraine. This is evidenced by the suppliers' lack of turnover, routes no longer being operated (flown), other routes requiring large detours because the airspace over Russia is partly closed, and suspension of development projects.
- That a division of the range of flights with one route per lot rather than dividing the range into geographical zones, such as domestic routes, Nordic routes, European routes and intercontinental routes, per lot will respond better to the market structure, since no airlines, or only very few, will be

¹ The Global Distribution System is an IT system to which the airlines upload their ticket prices and from which travel agencies etc. can collect data/prices and book tickets.

able to submit tender for all the geographical zones in that the airlines do not operate (fly) all the routes potentially included in one zone.

By applying the division-into-routes structure, SKI can support the best possible competition to the benefit of both contracting entities and tenderers since it opens up to the opportunity for all approved operators in the market to submit tender for the specific route(s) that they are already currently operating. The design of the tendering procedure will thus consider the small and medium-sized enterprises, in particular since no requirements are made as to the submission of tender for a minimum amount of routes. One supplier will thereby in principle be able to choose to only submit tender for one of the 548 routes put up for tender. For further details, see below regarding the lot structure.

- That a framework agreement should follow the general market conditions and the ticket rules that apply to the various booking classes across cabin classes in connection with the procurement of air journeys, as the purchasing under the framework agreement and the expected demand are assessed to reflect the general market conditions.

In the light of the above, SKI has decided to tender each route as a separate lot which will be evaluated, awarded and contractually managed individually, including in relation to breach, termination and damages. For administrative purposes, with due consideration of both the tenderer and SKI, SKI has decided to publish the documents for the routes as one overall framework agreement since the contract documents are the same for each route, with a few exceptions in Appendix B. In addition, Appendix C is published as one overall bill of quantities to be completed. The tenderer is therefore only required to upload one overall bill of quantities rather than, potentially, one bill of quantities per route. Likewise, the tenderer will only need to upload one ESPD document, regardless of the number of routes for which the tenderer wishes to submit tender. This contributes to reducing the tenderers' transaction costs.

Since the wording of the framework agreement is the same for all lots, the award will only require one copy of the framework agreement to be signed where Appendix L will contain an overview of the routes the tenderer has been awarded. The routes set out in Appendix L, however, will thus be deemed to be separate framework agreements.

In the tender documents and the material in general, the designation "route(s)" will be used for the lots under the framework agreement.

SKI has furthermore assessed that it will be expedient for multiple suppliers to be on the framework agreement where each route will be awarded to three suppliers on the basis of the award criterion "Best price-quality ratio". In addition, one "standby framework agreement" per route will be awarded to an additional fourth passive supplier if more than three compliant tenders have been submitted for the route, see clause 5.1 and clause 15.4 of the framework agreement. The standby framework agreement is awarded to ensure security of supply because of the continued uncertainty in the market due to Covid-19 and the invasion of Ukraine.

SKI wishes to enter into a framework agreement that follows the general market conditions, and the supplier's general delivery terms will therefore apply to the extent that they are in accordance with the framework agreement or offer the customer better terms than in the framework agreement. The supplier's general delivery terms must therefore not be derogated from to the detriment of SKI's customers.

4 The subject-matter of the procurement

The tendering procedure is for a framework agreement covering air journeys and related services divided into a large network of routes between two destinations (airports), and it comprises a total of 548 routes.

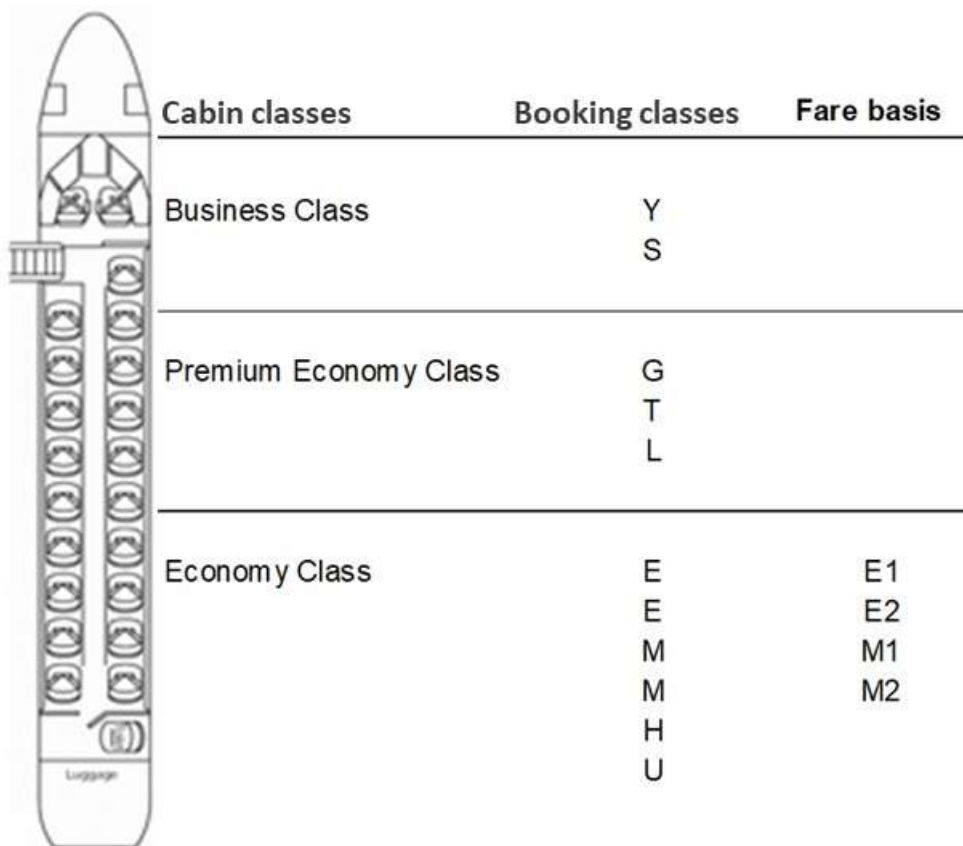
The routes put up for tender are set out in Appendix C and are divided into the following four route categories:

- Route category 1: Domestic routes
- Route category 2: Nordic routes
- Route category 3: European routes
- Route category 4: Intercontinental routes

The division has been made for the purpose of structuring the range of air journeys so that potential tenderers have the opportunity of navigating in the route network put up for tender and easily access the routes for which the tenderer wishes to submit tender.

The entire ticket structure of the tenderer with respect to cabin and booking classes and any further division such as "fare basis" must be represented in the routes for which the tenderer submits tender, notwithstanding that the supplier, see clause 9.2.2.3, offers a discount rate of 0 %. The supplier is thereby prevented from exempting specific booking classes included in the supplier's ticket structure from the routes for which the supplier submits tender.

Below is an example of a division into cabin classes and booking classes as well as the fare basis for a route offered:



In addition to the requirements stated in Appendix B, the ticket rules published by the supplier, including the standard terms and conditions, apply to all matters relating to, e.g., combination possibilities and changes between booking classes, any optional purchase of luggage, refunds, etc.

The estimated and maximum turnover for the individual lots is set out in the Contract Notice. The background for the values is set out in section VI.3) of the Contract Notice. In this connection, SKI draws the tenderer's attention to the special structure of the framework agreement which is divided into more than 500 individual lots with each their - relatively small - expected value. This structure where the lots put up for tender only contain one (return) route with related services entails that the individual lots are significantly more sensitive to a change in demand than agreements covering a large catalogue of products or services.

The estimated values in the Contract Notice thus reflect SKI's best estimate of the expected turnover on the lot, whereas the maximum value contains the considerable uncertainty related to the estimate made. The maximum values may thus, individually and as a whole, appear very high, but it is emphasised that this only reflects the inherent sensitivity of the individual lots and thus not that the overall portfolio of lots will realistically achieve its maximum values during the term of the framework agreement.

The estimates are general estimates made at aggregate level on the basis of the general prices in the market and the data available from the existing agreement, as well as the customers' purchase outside the scope of the agreement, however adjusted to take into account market trends in recent years, and neither SKI nor the customers guarantee that this estimate will be realised in the subsequent consumption, including the specific distribution of purchases, see also clause 3 of the framework agreement.

Reference is furthermore made to clause 3 of the framework agreement in relation to the indicated quantities of the deliverables put up for tender. As stated, the supplier bears the full risk of any changes, upwards and downwards. The supplier also bears the full risk of the frequency of purchases under the framework agreement and of the size of the individual purchases. The tenderer is therefore advised to take this into account when determining the discount structure of the deliverables put up for tender and thereby to ensure a sound and sustainable basis, regardless of any subsequent fluctuations in the consumption or movements in purchasing behaviour, in particular in the situations where the tenderer might choose to offer prices below cost price.

In the technical specifications, SKI may have referred to standards, makes, trademarks or patents etc., see section 41(1), para (2) and section 42 of the Danish Public Procurement Act. SKI has endeavoured to make sure that all such references are followed by the expression *or equivalent*. If, by mistake, such reference is not followed by "*or equivalent*", however, the reference must in any case be understood to include "*or equivalent*". This means that the tender must be in accordance with the standard, make, trademark or patent etc. referred to, or in an equivalent manner comply with the requirements stated in or expressed by the standard, make, trademark or patent etc. If the tender is not in accordance with the standard, make, trademark or patent etc. referred to, but complies with the requirements in an equivalent manner, the tenderer must demonstrate in its tender, by suitable means, including the evidence mentioned in section 47 of the Danish Public Procurement Act, that the tender in an equivalent manner complies with the requirements stated in or expressed by the standard, make, trademark or patent etc.

5 About the invitation to tender and the framework agreement

5.1 The tendering procedure

The tendering procedure is conducted as an open procedure in accordance with the Danish Public Procurement Act (Act no. 1564 of 15 December 2015).

The routes put up for tender are awarded to multiple suppliers, and SKI expects to award each route to three active suppliers and one passive supplier, see below. If there are fewer than three admissible tenders for a route, the award will be made to the number of tenderers having submitted an admissible tender.

SKI thus enters into a framework agreement for each route with each of the awarded suppliers. They will constitute parallel framework agreements, see clauses 3 and 13.2.1 of the framework agreement.

SKI wishes to retain sufficient capacity under the framework agreement for the duration of the agreement, including if one of the parallel framework agreements with one of the three awarded active suppliers on a route is terminated. In addition to the three active suppliers, SKI therefore expects to also award a place on a waiting list to one passive supplier in connection with the award. The framework agreements with the passive suppliers will be referred to as "standby framework agreements" until any activation, see also clause 15.4 of the framework agreement.

The process of award of standby framework agreements is specified in clause 8.2.

The conditions for the customers' subsequent award of supply contracts to the suppliers on the parallel framework agreements are specified in Appendix D of the framework agreement, see also clause 5.4 below.

5.2 A binding framework agreement

The framework agreement is a centrally coordinated agreement. This means that the framework agreement includes a purchase obligation for the State pursuant to Circular no. 9749 of 2 September 2019 on State procurement. However, a number of institutions as well as a number of self-governing institutions etc. included

in the Finance Act are exempted from the purchase obligation and are free to use the framework agreement on a voluntary basis. They are therefore entitled, but not obliged, to use the framework agreement.

Finally, the framework agreement is a voluntary agreement for SKI's other customers. This means that it is voluntary for such customers to use the framework agreement. They are therefore entitled, but not obliged, to use the framework agreement.

Where the use of the framework agreement is voluntary for a customer, it should be noted that the customer may have internal instructions that the customer or entities belonging to the customer must use the framework agreement. However, this is a purely internal matter at the customer and thus does not create any obligations or rights under the framework agreement.

The framework agreement is entered into between SKI and the supplier. SKI's customers, as set out in Appendix A.1 of the framework agreement, are original parties to the framework agreement.

It is a condition for the supplier's conclusion of delivery contracts with SKI's Customers that the supplier complies with the requirements of the framework agreement with SKI.

5.3 Duration of the framework agreement

The agreement put up for tender is a two-year framework agreement with the possibility of an extension twice for one year at the time.

The framework agreement is extended without notice unless otherwise notified by SKI or the supplier. However, the supplier must in any event take into account in its tender that the duration of the framework agreement will not necessarily be extended.

5.4 The customers' use of the framework agreement

The customers' award of delivery contracts under the framework agreement must comply with the guidelines set out in Appendix D.

The delivery contract will automatically become effective when the customer orders an air journey covered by the range of products of the framework agreement from the supplier who is awarded the delivery contract in accordance with the process set out in Appendix D. The customer's order thus constitutes a legally valid agreement. Therefore, unique delivery contracts will not be established in connection with each order of tickets under the framework agreement. The provisions of the delivery contract thus apply to each individual, specific purchase of journeys.

In addition, Appendix D, see clause 3, contains provisions that apply across the awarded delivery contracts/individual journeys.

The customers will discharge their procurement obligations by using the framework agreement in accordance with the guidelines in Appendix D.

5.5 The customers' purchase obligation

The purchase obligation of obligated customers under the framework agreement is described in more detail in clause 1.1 of Special Appendix 1.

6 Time schedule for the tendering procedure

Date	Activity
26 July 2022	The date of submission of Contract Notice for this procedure for publication in the Supplement to the Official Journal of the European Union.
11 August 2022	Information meeting, see clause 11.2.1.
6 September 2022	Indicative deadline for written questions, see clause 11.1.
16 September 2022, at 13:00h	Deadline for submission of tender - NOTE! The applicable deadline is set out in ETHICS, see clause 12
Mid October 2022 (expected)	Obtaining documentation for the ESPD
Mid December 2022 (expected)	Submission of award and rejection letters
End December 2022 (expected)	Signing of contract <i>Please note: The Framework Agreement cannot be entered into until after the expiry of a 10-day standstill period, calculated from the day after the day of submission of notice to the tenderers about the award decision.</i>
End December 2022- end February 2023 (expected)	Implementation*
1 March 2023 (expected)	Effective date

* If the procedure is delayed, the implementation period may be shortened. However, the supplier is guaranteed the minimum implementation time stated in Special Appendix 2.

The dates marked "(expected)" reflect the dates anticipated by SKI.

7 Exclusion and suitability

Below are the details of exclusion and suitability and the tenderer's self-declaration.

Clauses 7.1 and 7.3 below supplement section VI.3) Additional information of the Contract Notice.

7.1 Exclusion grounds

The tenderer must not be subject to any of the mandatory exclusion grounds set out in sections 134a, 135, 136 and 137(1), para (2) (bankruptcy etc.) of the Danish Public Procurement Act.

In this connection, it is pointed out that section 134a of the Danish Public Procurement Act includes a purely national exclusion ground:

"Section 134 a. Contracting entities shall exclude an applicant or a tenderer from participation in a procurement procedure if the applicant or tenderer is established in a country included in the EU list of non-cooperative jurisdictions for tax purposes and which have not acceded to the WTO's Government Procurement Agreement or other trade agreements that require Denmark to open up the public procurement market to tenderers established in the country in question."

In connection with the completion of the ESPD, see also clause 9.2.1, it must be answered with a "Yes" or a "No" in Part III, section D whether the economic operator is subject to the exclusion ground. Further information is provided here about the [EU list](#).

Furthermore, the tenderer must not be subject to any of the discretionary exclusion grounds set out in section 137(1), para (1) of the Danish Public Procurement Act (breach of environmental, social and labour requirements) and para (4) (breach of a public contract)

Information in this regard must be indicated in the ESPD form, Part III, sections A, B, C and D, see details on the ESPD in clauses 7.3 and 9.2.1.

SKI is not entitled to exclude a tenderer who is subject to one or more of the exclusion grounds set out in sections 135-137 of the Danish Public Procurement Act if the tenderer has provided sufficient evidence that the tenderer is reliable despite being subject to one or more of the grounds for exclusion set out in section 138 of the Danish Public Procurement Act. A tenderer may only be excluded on those grounds if SKI has notified the tenderer that the tenderer is subject to an exclusion ground and if the tenderer has not within an appropriate time-limit provided sufficient evidence of the tenderer's reliability. As to what constitutes sufficient evidence, reference is made to section 138(3) of the Danish Public Procurement Act.

SKI reserves the right to initiate a procedure of self-cleaning if relevant.

7.2 Suitability assessment

7.2.1 Economic and financial standing and technical and professional ability

Exceptionally, no requirements are made as to the tenderer's economic and financial standing under the agreement. This is due to the extraordinary situation of the market after the Covid-19 pandemic and the desire to offer the opportunity of participating to as many operators as possible, despite a very difficult market situation.

Nor are there any requirements as to the tenderer's technical and professional ability since the regulatory requirements with respect to licences and authorisations within the industry are assessed to be sufficient to ensure the required suitability level.

For purely technical reasons, the electronic ESPD cannot be submitted without the tenderer's indication of compliance with the suitability requirements. Since there are no suitability requirements in this procedure, the tenderer only needs to confirm its suitability without any elaboration under "a" in Part IV, Selection criteria, of the ESPD.

7.3 Self-declaration (the ESPD) and documentation

It follows from the Danish Public Procurement Act that SKI must demand that tenderers use the European Single Procurement Document ("ESPD") in connection with the submission of tender. The ESPD is a self-declaration that serves as preliminary evidence confirming that a tenderer is not subject to any of the exclusion grounds, see section 148(1), para (1) of the Danish Public Procurement Act. The tenderer, including all participants in a group of operators, must thus complete and submit the ESPD in connection with submission of tender. With regard to the completion and submission of the ESPD, reference is made to clause 9.2.1.

SKI is obliged to demand documentation for the information stated in the European Single Procurement Document (ESPD), see clause 16. To facilitate the tendering process, SKI advises the tenderer to send the documentation to SKI together with the tender. This is for the purpose of ensuring that the documentation process can be completed smoothly and notification to the tenderers can be submitted as soon as possible when SKI

has identified the tenderer(s) to whom SKI expects to award the framework agreement. In clause 16 below is set out the documentation to be submitted.

It is optional to submit documentation together with the tender, and the documentation is not included in the assessment or evaluation of the tender, see clauses 7.3 and 8.

If, however, the tenderer chooses not to send the documentation together with the tender, the tenderer is asked to prepare for submitting the documentation immediately when requested to do so by SKI.

8 Award criteria and evaluation

The tenders will be evaluated separately by route according to the award criterion "Best price-quality ratio", see clause 8.2.

SKI intends to enter into a framework agreement with the three tenderers per route who have submitted the most economically advantageous tender in accordance with the award criterion "Best price-quality ratio". SKI furthermore intends to award one standby framework agreement per route, see clause 8.2.

For each admissible tender received for a given route, SKI will calculate a price for evaluation purposes (an evaluation-technical price) on the basis of a weighted price consisting of historical prices and offered discounts per booking class compared with the offered quality stated by the tenderer in Appendix C.

The evaluation model based on historical prices has been chosen due to the special price structure in the market with very volatile prices that do not follow a published list price or similar fixed and structured price anchoring to be used for comparing prices under the agreement. It is SKI's assessment that the evaluation model applied ensures comparison of prices at a factual and objective level since the average historical price is assessed to be the most representative price for the supplier's general price level and thus best suited for identification of the most economically advantageous tender in connection with the evaluation.

Besides, due to the price structure in the market, it is assessed not to be market consistent or commercially meaningful to ask the tenderers to offer fixed future prices for the framework agreement.

8.1 Calculation of the evaluation-technical price

The following formula is used for calculation of the evaluation-technical price for domestic routes:

$$P = WP * (1 - (\beta+k))$$

The following formula is used for calculation of the evaluation-technical price for Nordic routes, European routes and intercontinental routes:

$$P = WP * (1 - (\beta+\gamma))$$

The symbols are explained in Table 1.

Symbol	Explanation
P	The calculated evaluation-technical price per route
WP	The weighted price per route, see clause 8.1.1

β	β is a factor whose size depends on whether one-way tickets are offered for the route in question, see clause 8.1.2.
k	k is a factor whose size depends on the fuel-efficiency of the aircraft the tenderer intends to use to fly the route, see clauses 8.1.2 and 9.2.2.7.
γ	γ is a factor whose size depends on whether the route is offered as a direct flight or with one intermediate stop, see clause 8.1.2.

Table 1 Key to symbols

The calculation of the evaluation-technical price takes place with no rounding of decimals. For identification of the most economically advantageous tender, the number of decimals will be used that is required for ranking the compliant tenders received.

8.1.1 Calculation of the weighted price per route (WP)

The weighted price per route is calculated by reducing the average ticket price for a return ticket of a booking class, see clause 9.2.2.1, by the offered discount rate of a return ticket for the booking class, see clause 9.2.2.3, with the addition of mandatory charges for the booking class, see clause 9.2.2.4, the weighted price for checked luggage for the booking class, see clauses 8.1.1.1 and 9.2.2.5 and the weighted price for hand luggage, see clauses 8.1.1.2 and 9.2.2.6.

This result is multiplied by the weighting of the percentage share of the booking class of the overall seat capacity of the flight as informed by the tenderer, see clause 9.2.2.2. The weighted price per booking class is set out in Column M in the specific tender fields² created in Appendix C.

The weighted ticket prices per booking class thus derived are then added up to a weighted ticket price for the route in question (WP). The weighted price per booking class is set out in the bottom of Column M in the specific tender fields created in Appendix C.

The following example is based on a European route, which is reflected in the weighting of the checked luggage and hand luggage. The example and subsequent examples under clauses 8.1.2 and 8.2 therefore only illustrate the principles of the calculation.

In the example, the values to be inserted by the tenderer in the tender are in bold. Values that are not in bold will be calculated by SKI. See also the example in Appendix C under the tab "Example" and clause 9.2.2 for completion of Appendix C.

Example of calculation of the weighted price of a European route

The weighted price (WP) for the route Copenhagen (CPH) – Paris (CDG), which is the sum of all weighted prices per booking class, is calculated using the following two formulas:

The weighted price per booking class =

(Average price of the booking class – discount rate of average price of booking class (return trip) + (price of checked luggage * 50.0 % per booking class) + (price of hand luggage * 90.0 % per booking class) + mandatory charges per booking class) * the percentage share of the booking class of the aircraft's total seat capacity.

² The tabs 'Domestic', 'Nordic', 'European' and 'Intercontinental' in Appendix C must be used for submission of tender for the routes for which the tenderer wishes to submit tender. Each tab is divided into specific tender fields for each Route put up for tender.

and

WP = The sum of all *weighted prices per booking class*.

In the example, three booking classes are included with the following information:

Booking class **Y**

- The average price of the booking class (return trip) = **DKK 5,000.00**
- Discount rate of the booking class price (return trip) = **15.0 %** = DKK 750.00
- Price of checked luggage (return trip) for the booking class = **DKK 0.00** * 50.0 % = DKK 0.00
- Price of hand luggage (return trip) for the booking class = **DKK 0.00** * 90.0 % = DKK 0.0
- Mandatory charges (return trip) for the booking class = **DKK 600.00**
- The percentage share of the booking class of the aircraft's total seat capacity (return trip) = **5.0 %**

Booking class **S**

- The average price of the booking class (return trip) = **DKK 4,000.00**
- Discount rate for the booking class price (return trip) = **10.0 %** = DKK 400.00
- Price of checked luggage (return trip) for the booking class = **DKK 0.00** * 50.0 % = DKK 0.00
- Price of hand luggage (return trip) for the booking class = **DKK 0.00** * 90.0 % = DKK 0.00
- Mandatory charges (return trip) for the booking class = **DKK 600.00**
- The percentage share of the booking class of the aircraft's total seat capacity (return trip) = **10.0 %**

Booking class **E**

- The average price of the booking class (return trip) = **DKK 2,500.00**
- Discount rate for the booking class price (return trip) = **5.0 %** = DKK 125.00
- Price of checked luggage (return trip) for the booking class = **DKK 400.00** * 50.0 % = DKK 200.00
- Price of hand luggage (return trip) for the booking class = **DKK 150.00** * 90.0 % = DKK 135.00
- Mandatory charges (return trip) for the booking class = **DKK 600.00**
- The percentage share of the booking class of the aircraft's total seat capacity (return trip) = **85.0 %**

Calculation

The weighted price (return trip) for booking class **Y** = $(5,000.00 - 750.00 + 0.00 + 0.00 + 600.00) * 5.0 \% =$ DKK 242.50.

The weighted price (return trip) for booking class **S** = $(4,000.00 - 400.00 + 0.00 + 0.00 + 600.00) * 10.0 \% =$ DKK 420.00.

The weighted price (return trip) for booking class **E** = $(2,500.00 - 125.00 + 200.00 + 135.00 + 600.00) * 85.0 \% =$ DKK 2,813.50.

WP (return trip) = DKK 242.50 + DKK 420.00 + DKK 2,814.00 = **DKK 3,476.00**

8.1.1.1 Weighting of checked luggage

Since the customers do not expect to bring the same level of checked luggage for all four route categories, the price of checked luggage as indicated by the tenderer in Appendix C, Column J will be weighted on the basis

of the expected amount of checked luggage brought by the customers on the flights for each of the four route categories.

The price of checked luggage is weighted as follows:

- Domestic routes 10 %
- Nordic routes 20 %
- European routes 50 %
- Intercontinental routes 100 %.

The weighting of the checked luggage is based on an estimate made by SKI on the basis of a balancing of needs with due regard to the expected purpose, duration and travel distance of the journeys, and it reflects the estimated expected future consumption for the duration of the framework agreement. The weighting is also determined on the basis of input from the customers under the agreement who are assessed to have the best overview of their own expected future consumption. Neither SKI nor the customers guarantee that this estimate will be realised in the subsequent consumption, see clause 3 of the framework agreement.

8.1.1.2 *Weighting of hand luggage*

Since the customers do not expect to bring the same level of hand luggage, which can be placed in the overhead compartment, for all four route categories, the price of hand luggage as indicated by the tenderer in Appendix C, Column K will be weighted on the basis of the expected amount of hand luggage brought by the customers on the flights for each of the four route categories.

The price of hand luggage is weighted as follows:

- Domestic routes 30 %
- Nordic routes 80 %
- European routes 90 %
- Intercontinental routes 90 %.

The weighting of the hand luggage is based on an estimate made by SKI on the basis of a balancing of needs with due regard to the expected purpose, duration and travel distance of the journeys, and it reflects the estimated expected future consumption for the duration of the framework agreement. The weighting is also determined on the basis of input from the customers under the agreement who are assessed to have the best overview of their own expected future consumption. Neither SKI nor the customers guarantee that this estimate will be realised in the subsequent consumption, see clause 3 of the framework agreement.

8.1.2 Calculation of quality

The qualitative elements are included in the evaluation-technical price by reducing the weighted price, see clause 8.1.1, by a reduction factor stated in percentage and determined for each of the respective qualitative elements, see Table 2.

The quality that the tenderer can offer for achieving a percentage reduction factor is:

- For domestic routes, respectively:
 - That the customer has the possibility of buying one-way tickets (β)
 - That the route is offered with aircraft that use XX litres of fuel per seat-kilometre in average per operating year or less (k).
- For domestic routes
 - That the customer has the possibility of buying one-way tickets (β)
 - That the route is operated without intermediate stops (y).

The size of the reduction factor for tenders offering the possibility of purchasing one-way tickets is determined on the basis of the customers' request for quality and on the basis of the size of the discount rate offered by the tenderer on the published price of one-way tickets in the booking class, see clause 9.2.2.3.

The size of the reduction factors is stated in Table 2 below.

Symbol	Reduction factor
β	<p>β is a factor whose size depends on whether one-way tickets are also offered for the route in question, see clauses 9.2.2.3 and 9.2.2.7.</p> <p>β is calculated as follows:</p> <p>One-way tickets are not offered, $\beta = 0.0 \%$.</p> <p>One-way tickets are offered, $\beta = (5.0 \% + R)$ where R is the weighted discount rate offered on one-way tickets. The weighting is the weighting per booking class informed by the tenderer.</p>
k	<p>k is a factor whose size depends on the fuel-efficiency of the aircraft that the tenderer intends to use to fly the route, see clause 9.2.2.7.</p> <p>If the route is offered with aircraft that use XX litres of fuel per seat-kilometre in average per operating year or less, $k = 10.0 \%$.</p> <p>If the route is not offered with aircraft that use XX litres of fuel per seat-kilometre in average per operating year or less, $k = 0.0 \%$.</p>
γ	<p>γ is a factor whose size depends on whether the route is offered as a direct flight or with one intermediate stop, see clause 9.2.2.7.</p> <p>The route is offered as a direct flight, $\gamma = 10.0 \%$</p> <p>The route is offered with one intermediate stop, see Appendix B, $\gamma = 0.0 \%$</p>

Table 2 Description of the qualitative elements

The reduction factor for one-way tickets (β) is calculated by multiplying the offered discount rates for one-way tickets for the booking class with the weighting of the percentage share of the booking class of the overall seat capacity of the aircraft as informed by the tenderer, see clause 9.2.2.2.

The determined reduction factor of 5 % is then added to the sum of the weighted discount rates per booking class, resulting in the total reduction factor for one-way tickets (β). The total reduction factor for one-way tickets (β) is set out in the bottom of Column I in the specific tender fields created in Appendix C.

Example of calculation of a reduction factor for one-way tickets (β) for European routes

The reduction factor for one-way tickets (β) is calculated for the route Copenhagen (CPH) – Paris (CDG) using the following formula: $\beta = (5.0 \% + R)$ where R is the weighted discount rate offered for one-way tickets. The weighting is the weighting per booking class informed by the tenderer, see Column F in Appendix C.

The following information will be included in the example:

Booking class **Y**

- The tenderer's offered discount rate for the published price of the booking class for one-way tickets = 25.0 %
- The percentage share of the booking class of the aircraft's total seat capacity as informed by the tenderer = 5.0 %

Booking class S

- The tenderer's offered discount rate for the published price of the booking class for one-way tickets = 10.0 %
- The percentage share of the booking class of the aircraft's total seat capacity as informed by the tenderer = 10.0 %

Booking class E

- The tenderer's offered discount rate for the published price of the booking class for one-way tickets = 3.0 %
- The percentage share of the booking class of the aircraft's total seat capacity as informed by the tenderer = 85.0 %

The calculation of the reduction factor for one-way tickets:

$$R = (25.0 \% * 5.0 \%) + (10.0 \% * 10.0 \%) + (3.0 \% * 85.0 \%) = 4.8 \%$$

$$\beta = (5.0 \% + R) = (5.0 \% + 4.8 \%) = 9.8 \%$$

The qualitative elements are further specified in clause 9.2.2.7.

8.1.2.1 Weighting of quality

The weightings applied for the quality "one-way (β)", "direct flight (y)" and "energy and fuel-efficient aircraft (k)", see Table 2, are based on an overall estimate on the basis of the customers' needs and requested quality. These needs and requests are reflected in the stated reduction factors set out above. The stated reduction factors are determined in cooperation with representatives of the customers. Neither SKI nor the customers guarantee that this estimate will be realised in the subsequent consumption, including the specific distribution of purchases on the routes, see also clause 3 of the framework agreement.

8.2 Evaluation

The evaluation will take place per route when SKI for each received and admissible tender has calculated the evaluation-technical price on the basis of the offered prices and quality, see clause 8.1.

When SKI for each tender has calculated the weighted price (WP) of the route in question, see clause 8.1.1, the result of the weighted price will be reduced by the sum (stated in %) of the qualitative elements, β and, respectively, y and k , which will be calculated as stated in Table 2.

Example of calculation of the evaluation-technical price for European routes

The evaluation-technical price (P) for the route Copenhagen (CPH) – Paris (CDG) is calculated using the following formula: $P = WP * (1 - (\beta + \gamma))$. See the key to symbols in Table 1.

The following information will be included in the example:

- WP = DKK 3,476.00
- $\beta = (5 \% + R, \text{ where } R \text{ is } 4.8 \%) = 9.8 \%$
- $y = 10.0 \%$

Calculation of the evaluation-technical price:

$$P = 3,476.00 * (1 - (9.8 \% + 10.0 \%)) = \underline{\underline{\text{DKK } 2,787.752}}$$

For identification of the most economically advantageous tender, the number of decimals will be used that is required for ranking the compliant tenders received, see clause 8.

The resulting final evaluation-technical price will be used as the basis for the award of the framework agreements on the route that SKI intends to award to the three tenderers per route who have submitted the most economically advantageous tender in accordance with the award criterion "Best price-quality ratio".

The evaluation-technical price (P) is set out in the bottom of Column M in the specific tender fields created in Appendix C.

In addition, SKI will award standby frameworks to tenderers that are ranked as no. 4 after the evaluation of the tenders for the respective routes, see also clause 5.1. A standby framework agreement is a place on the waiting list that will only, potentially, be activated when a framework agreement with one of the original three awarded suppliers ends.

9 Submission of tender

9.1 General

The tenderer should initially thoroughly examine the complete tender documents and carefully follow the instructions provided when preparing the tender. The tenderer is advised to start well in advance and to submit any questions as soon as possible, see clause 11.1.

Tenders must be prepared on the basis of the enclosed tender documents which express SKI's requirements and expectations for the tenderer's tender.

The tenderer is only to submit the documents and information requested in the tender documents. If the tenderer chooses to submit other documents (e.g. standard terms and conditions or marketing material), the tenderer will bear the full risk of such other documents and information being in accordance with the overall tender documents.

This means that the tenderer bears the risk of the information in such documents complying with all requirements, terms and conditions in all parts of the tender documents, including that the information does not constitute reservations or in any other manner is inconsistent with the tender documents or otherwise causes the tender to be inadmissible.

SKI will not attach any positive weighting to such documents and information in its assessment and evaluation of the tender, but is, on the contrary, required to assess whether they will render the tender inadmissible. Even if the tender should be admissible, SKI is not obliged to include such documents in any contractual relationship with the tenderer.

Clause 9.2 sets out the documents to include in the tender, and clause 9.3 describes how to submit the tender. If the tenderer is a group of several economic operators (e.g. a consortium), further guidance is provided in clause 9.4 as to how to submit tender.

Other matters concerning the submission of tender are stated in clause 9.5.

9.2 Submission of tender: The content of the tender

The tender is submitted by filling in and submitting the documents below via SKI's tendering system ETHICS:

- The European Single Procurement Document (ESPD), see clause 9.2.1
- Appendix C, The supplier's tender, see clause 9.2.2
- Any final documentation and declarations, see clause 16
- Cover letter, see clause 9.2.3

The documents to be filled in by the tenderer are available in ETHICS under the menu "Submission of tender". The link to ETHICS is:

<https://www.ethics.dk/ethics/eo#/830babd7-3800-41bc-a342-64b450564aa0/homepageunder>.

The tender must be drafted in Danish or English, i.e. the tenderer's completion of all the documents requested must be in Danish or English. Documentation, see clause 16, will be accepted in other languages.

The prices offered must be in Danish Kroner (DKK). If the prices are originally stated in a foreign currency, they must be translated at the exchange rate applicable at the time of the purchase.

The details of how to complete the individual documents are provided below.

9.2.1 The European Single Procurement Document (ESPD)

The tenderer must fill in, sign and submit an electronic ESPD in the tendering system ETHICS.

A tenderer who is a group of economic operators (e.g. a consortium), must complete, sign and submit a separate ESPD for *each* participating economic operator in the group. The member of the consortium in charge of submitting the tender in ETHICS may choose to share the access to the tendering pages with one or more persons. This is done on the front page of the tendering procedure under the menu "Status" by clicking on "Share". Then the e-mail of the person(s) with which the access is to be shared must be stated, followed by "share with full access" or "share with restricted access", whereupon the box can be closed by clicking on "Close". ETHICS Support³ can be contacted for further technical guidance on how other members of the consortium should fill in the ESPD in ETHICS so that the ESPDs of all members of the consortium are submitted together with the tender. For particulars, see clause 9.4 regarding groups of economic operators.

Personal data relating to criminal convictions and offences in the ESPD:

If the ESPD covered by the tenderer's tender contains personal data relating to criminal convictions and offences, including in relation to the exclusion grounds, the ESPD must be submitted via ETHICS. An ESPD with such data will only be available to persons at SKI with special access to handling sensitive personal data.

It should be noted that SKI has a processing of personal data policy, including sensitive data submitted in connection with the ESPD, and the data will therefore be dealt with confidentially and in compliance with the Danish Data Protection Act (*dataskyttelsesloven*). For further information on the processing of personal data, see SKI's cookie and privacy policy at www.ski.dk.

9.2.1.1 Completion of the ESPD

The following parts of the ESPD must be completed with information:

- Part II: Information concerning the economic operator.
 - Section A: Information concerning the economic operator.
 - Section B: Information concerning the representatives of the economic operator.
 - Section C: Information about reliance on the capacities of other entities.

³ ETHICS Support, Hotline: +45 7022 7008, E-mail: support@ethics.dk. See also www.innovation.dk

- Part III: Exclusion grounds.
 - Section A: Grounds relating to criminal convictions.
 - Section B: Grounds relating to the payment of taxes, levies or social security contributions.
 - Section C: Grounds relating to insolvency, conflicts of interests or professional misconduct.
 - Section D: Purely national exclusion grounds
Answer "Yes" or a "No" whether the economic operation is subject to section 134a of the Danish Public Procurement Act, see also clause 7.1.
- Part IV: Selection criteria
 - a Overall statement for all selection criteria

The parts of the ESPD not mentioned above are not to be filled in by the tenderers.

The tenderer and/or the members of the consortium must sign their respective ESPDs. If an ESPD submitted is not signed, SKI reserves the right to have this omission corrected pursuant to section 159(5) of the Danish Public Procurement Act.

9.2.2 Appendix C The Supplier's tender

Appendix C, where the tenderer is to state its tender(s), contains the following three tabs with an overview and instructions:

- Tender guide
Under the tab "Tender guide", an explanation is provided for each column in the supplier's tender set out in the tabs Domestic, Nordic, European and Intercontinental.
- Example
Under the tab "Example", an example is provided of a correctly completed bill of quantities.
- Routes
Under the tab "Routes", an overview is provided of the routes offered. By clicking on the link in column I, the tenderer will gain direct access to the bill of quantities for the route in question. In column J, the tenderer will furthermore be shown whether all the required information for submission of tender for the route in question is stated in the tender in the tabs Domestic, Nordic, European and Intercontinental. If so, "All boxes completed" will be indicated in column J for the route in question.

Appendix C also contains the following four tabs where the tenderer is to state its tender(s):

- Domestic
- Nordic
- European
- Intercontinental

In the tabs 'Domestic', 'Nordic', 'European' and 'Intercontinental', the tenderer must state its tender(s) for each of the routes for which the tenderer wishes to submit tender within the four route categories.

Each tab is divided into specific tender fields for each route put up for tender within the specific route category.

For each route for which the tenderer wishes to submit tender, the tenderer must state the following information:

- Prices per booking class, see clause 9.2.2.1.

- The percentage share of the booking class of the overall seat capacity of the aircraft, see clause 9.2.2.2.
- Discounts per booking class for return tickets and, if applicable, one-way tickets, see clause 9.2.2.3.
- Mandatory charges, see clause 9.2.2.4.
- Price of checked luggage, see clause 9.2.2.5.
- Price of hand luggage, see clause 9.2.2.6.
- Quality for each route for which the tenderer wishes to submit tender, see clause 9.2.2.7.
 - Whether one-way tickets are offered.
 - Whether the domestic route is offered with aircraft that use 0.027 litres of fuel per seat-kilometre in average per operating year or less.
 - Whether direct flights are offered on Nordic, European and Intercontinental routes.

The tenderer must state the prices in DKK at a maximum of two decimals. Where more than two decimals are stated, such excess decimals will be deleted without rounding up or down. Decimals in prices in excess of the second decimal will thus not be included in the evaluation of the tender. The prices must be stated exclusive of VAT.

The tenderer must state the percentage share of the booking class of the aircraft's total seat capacity at a maximum of two decimals. Where more than two decimals are stated, such excess decimals will be deleted without rounding up or down. Decimals in percentages in excess of the second decimal will thus not be included in the evaluation of the tender.

The tenderer must state the percentage discounts in whole numbers. Where decimals are stated, such decimals will be deleted without rounding up or down. Decimals will thus not be included in the evaluation of the tender.

It is thus the tenderer's responsibility and risk to ensure that the prices and percentage shares are accurate, and the tenderer accepts that discounts without decimals will be used in the framework agreements.

9.2.2.1 Published prices per booking class

The tenderer's tender must be based on historical prices.

On submission of tender, the tenderer must thus base its tender on all tickets sold for each booking class on the two latest flights for the given route (e.g. Copenhagen (CPH) - Paris (CDG)) calculated backwards from 15 July 2022 at 11:59 am (GMT +01), but not before 1 February 2020 at 11:59 am (GMT +01).

The tender must be based on flights from Origin City and Origin Airport Code, see the tab "Routes" - e.g. Copenhagen (CPH) for the route (e.g. Copenhagen (CPH) - Paris (CDG)).

The prices must then be calculated as average prices per booking class. The published average prices per booking class must be inserted in Column G.

The tenderer's tender thus reflects the supplier's historical prices, and SKI reserves the right to subsequently obtain documentation for the tender submitted.

The historical prices are used only in connection with award and evaluation of the framework agreement. The supplier's total ticket price less the offered discount that the customer/the customer's travel agency accesses via the GDS system will be the prices that the customer uses for the actual purchase, see Appendix D. The discount offered by the tenderer, however, must be fixed for the duration of the agreement.

The tenderer must comply with the requirements of Appendix B for the routes for which the tenderer submits tender.

9.2.2.2 *The share of the booking class of the total seat capacity*

For the purpose of evaluating and comparing the prices offered per route, it is a requirement that the tenderer for each route states the percentage distribution of all booking classes offered on a given flight. This means that the number of seats (in %) of a booking class of the aircraft's total seat capacity must be indicated in "Booking class' percentage of the entire cabin" in Column F.

Since the distribution of booking classes may vary from flight to flight, the share must be calculated as the average of all sold booking classes on the two latest flights for the given route (e.g. Copenhagen (CPH) - Paris (CDG)) calculated backwards from 15 July 2022 at 11:59 am (GMT +01), but not before 1 February 2020 at 11:59 am (GMT +01).

The tender must be based on flights from Origin City and Origin Airport Code, see the tab "Routes" - e.g. Copenhagen (CPH) for the route (e.g. Copenhagen (CPH) - Paris (CDG)).

The distribution is only used for the purpose of evaluating and awarding the framework agreement.

The percentage share of the booking classes must be entered in Column F in Appendix C and must amount to 100 % per route in total.

9.2.2.3 *Discounts*

On the routes for which the tenderer wishes to submit tender, the tenderer must offer fixed discounts from and including 0 % to and including 100 % on the entire ticket structure, including all the tenderer's booking classes including specific booking classes used for promotional offers. It is permitted to state different discounts per booking class. The tenderer is not permitted to state a negative discount rate. The discount rate stated per return ticket must be stated in Column H in Appendix C.

Where one-way tickets are offered on a given route, which will entail a deduction in the evaluation-technical price, see Table 2 and clause 8.1.2, this must be stated in Appendix C, and, if so, a fixed discount rate from and including 0 % to and including 100 % must be stated per booking class. The tenderer is not permitted to state a negative discount rate. It must be stated at the top of the tender field in Appendix C, Column J, whether one-way tickets are offered. The offered discount rate must be stated in Column I. See the tab "Tender guide" in Appendix C for further guidance.

The discount rates offered by the tenderer for both return tickets and one-way tickets must be fixed for the duration of the framework agreement, and it is not possible in the period of the framework agreement to change or adjust the discount rates offered.

The tenderer should in particular note that the discount rates offered must take into account SKI's share. Hence, the supplier must pay 0.8 % of the total SKI-related turnover as a share to SKI. Where the SKI-related turnover in a given period is, for example, DKK 10 million, the supplier must pay 0.8 % to SKI of the DKK 10 million, equivalent to DKK 80.000.

The tenderer should in particular note that the tenderer bears the full commercial risk of the pricing of the tender and the subsequent financial balance under the framework agreement, see for more detail clause 3 of the framework agreement.

9.2.2.4 *Mandatory charges*

The sum total of the applicable official taxes and levies (fixed by the authorities and the airports) for the route in question at the time of the flight must be indicated for each booking class in column L in Appendix C.

If there are charges in addition to the price stated, which the traveller cannot avoid paying, and which is not included in the tenderer's published average price, see Column G in Appendix C, this must also be stated for each booking class in Column L in Appendix C.

9.2.2.5 *Checked luggage*

Where the price of checked luggage is not included in the ticket price of the booking class, the price must be stated in Column J in Appendix C. If the price is included in the ticket price of the booking class, the price must be stated in Column J at DKK 0.

The tenderer must price the checked luggage on the basis of historical prices according to the same method as that described in clause 9.2.2.1.

Since the customers do not expect to bring the same level of checked luggage on all four route categories, the price set out in Column J will be weighted by SKI, see clause 8.1.1.1.

9.2.2.6 *Hand luggage*

Where the price of hand luggage to be placed in the overhead compartment is not included in the ticket price of the booking class, the price must be stated in Column K of Appendix C. If the price is included in the ticket price of the booking class, the price must be stated in Column K at DKK 0.

The tenderer must price the hand luggage on the basis of historical prices according to the same method as that described in clause 9.2.2.1.

Since the customers do not expect to bring the same level of hand luggage on all four route categories, the price set out in Column K will be weighted by SKI, see clause 8.1.1.2.

9.2.2.7 *Offered quality*

The quality that the tenderer can offer is:

- For domestic routes, respectively:
 - That the customer has the possibility of buying one-way tickets (β) for the route in question.
 - That the route is operated (flown) on domestic routes with aircraft that use 0.027 litres of fuel per seat-kilometre in average per operating year or less (k).
- For domestic routes
 - That the customer has the possibility of buying one-way tickets (β) for the route in question.
 - That the route is operated without intermediate stops (y).

If the tenderer offers the above quality for routes for which tender is submitted, this must be stated at the top of the tender field for the route in question. See the tab "Tender guide" in Appendix C for further guidance.

With respect to tenders for one-way tickets, the discount for such one-way tickets must also be stated in Column I in Appendix C under the tabs "Domestic", "Nordic", "European" and "Intercontinental".

On domestic routes, the tenderer has the opportunity of offering the routes operated (flown) with aircraft that use 0.027 litres of fuel per seat-kilometre in average per operating year or less. If the tenderer confirms to offer such flights, the tenderer commits to ensuring compliance with the requirement, which must be calculated as an average for each operating year. The average fuel consumption must be calculated on the basis of all flights on the route under the framework agreement in the operating year in question. Reference is made to clause 5.1.2 of the framework agreement. This opportunity is included for the purpose of promoting the green agenda, and the evaluation requirement is prepared in cooperation with SKI's external consultant. With the evaluation requirement, the tenderers are offered an incentive to commit to compliance and thereby gain an evaluation-technical advantage.

The tenderer is obliged to comply with the offered quality level for the duration of the framework agreement, see clause 5.1.1 of the framework agreement.

9.2.3 Cover letter

The cover letter is automatically generated in the tendering system "ETHICS" (by pressing the button Sign and complete tender") (in Danish: "Underskriv og afslut tilbud")) when all other documents of the tender have been uploaded.

The tenderer must sign the tender digitally with the digital signature provided by the ETHICS tendering system, or with its NemID employee signature.

9.3 Electronic submission of tender

The documents of the tender, see clause 9.2, must be sent electronically via the ETHICS tendering system. The process for electronic submission of tender is described in the Contract Notice.

The documents to be filled in by the tenderer, see clause 9.2, are available in ETHICS under the tab "Submission of tender" at the tendering page.

The tendering page consists of the following material:

Material on the tendering page	To be completed by the tenderer
The European Single Procurement Document (ESPD) - X	X
Tender documents (part of the material may be provided as a zip file)	
Tender specifications	
Framework agreement	
Appendix A Customer list and Appendix A.1 Overview of customers	
Appendix B Requirements specification	
Appendix C The Supplier's bill of quantities	X
Appendix D Award of Delivery Contract and ongoing contractual matters	
Appendix E Delivery Contract	
Appendix F The Supplier's reporting to SKI	
Appendix G CSR	
Special Appendix 1 Purchase obligation	
Special Appendix 2 Implementation	
Declaration concerning restrictive measures in view of Russia's actions destabilising the situation in Ukraine	
Declaration concerning the Supplier's compliance with its corporate social responsibility (CSR) obligations	
Cover letter	X

The tenderer should initially carefully read the complete tender documents as well as the guidelines when preparing the tender.

Tenders may only be submitted electronically via ETHICS.

In order to complete, save and sign the documents in PDF format, the tenderer must use Adobe Reader (11.07 or a later version). Other versions cannot be used for this purpose.

The time is stamped electronically on the tenders upon receipt. If at the time of expiry of the deadline for submission of tenders, there are several copies/versions of the same document, only the document with the latest time stamp will be considered.

For further information on the submission of tenders via ETHICS, reference is made to the description in the Contract Notice (section VI.3).

9.4 Consortia or other groups of operators

If the tenderer is a group of economic operators (e.g. a consortium), the group of economic operators must undertake joint and several liability, and the participants of the group must designate one joint representative responsible for contact with SKI. The joint representative must undertake the uploading of the tender to ETHICS, see clause 9.3, on behalf of the group.

As to the completion of the ESPD for groups of economic operators (e.g. a consortium), reference is made to clause 9.2.1.

It should be noted that the joint representative should only upload one copy of the documents of the tender in connection with submission of tender.

SKI is entitled to inquire with the representative on every matter in relation to the tendering procedure.

9.5 Other matters relating to the submission of tender

The tenderers are entitled to submit one tender per route.

The tenderer is not allowed to submit variants.

If the same economic operator is a part of several tenderers, for example if the economic operator participates itself but is also a member of a consortium that also submits tender, the tenderer must ensure that the economic operator's participation in several combinations of tenderers does not entail a threat to transparency or a distortion of competition in the procedure, for example by coordinating the content of a tender with the content of another tender, or by pursuing a practice that is in violation of the above principles. The same applies where two or more economic operators within the same group submits tender.

SKI reserves the right to request that the tenderers prove that the same economic operator's participation in several combinations of tenderers does not entail a possibility of threatening transparency or distorting competition in the procedure. In this respect, SKI refers to the guide of the Danish Competition and Consumer Authority which is available here: <https://www.kfst.dk/vejledninger/kfst/dansk/2020/20200925-nar-virksomheder-afgiver-faelles-bud/>.

9.6 Compliance evaluation

Appendix C must be completed in accordance with the description in clause 9.2.2 and the specifications in the tab "Tender guide" in Appendix C.

Each tender will be evaluated on its own. An error on one route offered causing the route to be considered non-compliant, see clause 9.6.1, will thereby not entail that tenders for the other routes in the same appendix will also be considered non-compliant.

9.6.1 Errors in Appendix C

The tenderer's tender on a route will be non-compliant if

- the tenderer has failed to state a price for a booking class, see Column G

If the tenderer has failed to state a discount rate for a booking class in Columns H and I, respectively, SKI will consider the discount rate offered to be 0 % and use this for the evaluation and subsequent framework agreement, if any.

If the tenderer has failed to state a price of checked luggage or hand luggage for a booking class in Columns J and K, respectively, SKI will consider this as the costs being included in the average published price, see Column G, and use this for the evaluation and the subsequent framework agreement, if any.

If the tenderer has not stated the percentage share of the number of seats on a booking class in relation to the aircraft's total seat capacity, see Column F, SKI may choose to correct the error if this is deemed correctable in accordance with the procedure in section 159(5) and (6) of the Danish Public Procurement Act.

If the tenderer's statement of the percentage share of the number of seats on a booking class in relation to the aircraft's total seat capacity does not amount to 100 %, see Column F at the bottom of the tender field, SKI may choose to correct the error if this is deemed correctable in accordance with the procedure in section 159(5) and (6) of the Danish Public Procurement Act.

At the top of the tender field in Appendix C, where the tenderer is to indicate whether the tenderer offers one or more of the qualitative elements set out in clause 9.2.2.7, the default is stated as "no". If the tenderer does not change the tender field to "yes", this will be deemed to signify that the tenderer does not offer the qualitative element(s) in question.

SKI may in general choose to correct errors if such errors are deemed correctable in accordance with the procedure in section 159(5) and (6) of the Danish Public Procurement Act.

The above is not an exhaustive list, and other errors in the tenderer's tender may entail that the tender will be non-compliant.

10 Reservations

The tenderer may not make reservations to fundamental elements or reservations that cannot be capitalised, as this will cause the tender to be deemed non-compliant.

Depending on the circumstances, several non-fundamental elements in the tender documents may, in combination, constitute a fundamental element, so that reservations to such multiple elements will also cause the tender to be disregarded.

If the tender is non-compliant, the tender will not be considered in the tender evaluation.

To the extent that the tenderer considers parts or elements of the framework agreement, including its appendices, to be inappropriate, the tenderer is invited to ask questions in this connection, see clause 11.1, since this may give SKI the opportunity to provide additional information concerning the tender documents.

11 Additional information

11.1 Written questions

The tenderer has the opportunity of receiving additional information about the tender documents by submitting written questions in connection with submission of tender.

The questions must be drafted in English and submitted in writing via the tendering page ETHICS through the following link: <https://www.ethics.dk/ethics/eo#/830babd7-3800-41bc-a342-64b450564aa0/homepage>.

The tenderer is requested to clearly state to which elements of the tender documents the question relates. If the tenderer assesses that an element is inappropriate, the tenderer is requested to state the reasons and to propose specific supplements. The question should be stated in anonymised form.

On the basis of the questions received, SKI will consider on a case-by-case basis whether the elements stated are inappropriate and whether and the extent to which SKI will incorporate (the proposed) supplements in the tender documents. If so, the supplements can only take place within the scope of procurement law.

Any supplements will be informed via the tendering page in ETHICS, and the supplements will then form part of the tender documents.

Questions may not be asked in any other way, including by e-mail or telephone.

Written questions and their answers will be provided on an ongoing basis in anonymised form via the tendering page in ETHICS, and the supplements will then form part of the tender documents.

It is the responsibility of the tenderer to keep informed of the answers and possible supplements made available via the tendering page.

Questions asked not later than 10 calendar days before the deadline for submission of tender will be answered.

Questions asked later than 10 calendar days before the expiry of the deadline for submission of tender may expect an answer if the answer can be submitted not later than seven calendar days before the deadline for submission of tender.

Questions received later than seven calendar days before the deadline for submission of tender cannot expect an answer.

The tenderers are requested to submit questions, if any, as soon as possible as this will offer SKI a better opportunity of incorporating supplements based on the questions from the tenderers. The less time until the expiry of the deadline for submission of tenders, the less inclined SKI will be to make supplements to the tender documents, even though the supplements might be appropriate.

11.2 Information meeting

11.2.1 Information meeting for tenderers

Tenderers are invited to an information meeting, which takes place on Thursday, 11 August 2022.

The meeting will be held online via Microsoft Teams at 13:00-15:00h.

The meeting will be conducted in English.

For the purposes of the practical planning of the meeting, the tenderers are requested to send an e-mail to SKI's contact person, see clause 1 above, not later than 9 August 2022. The sign-up for the meeting must include information of the number of participants in the meeting and details of name, title and contact details of all participants.

After receipt of the sign-up for the meeting, SKI will send a link to the Teams meeting.

At the meeting, SKI will provide information of the tendering procedure, the most significant changes since the previous procedure and explain how tenders are to be submitted electronically. The meeting is not a Q&A

meeting, and it will not be possible to ask questions about the tender documents. Reference is made in this regard to clause 11.1.

No minutes from the meeting will be prepared. The presentation material will be made available in ETHICS after the meeting. The presentation material, however, is not a part of the tender documents and is therefore for guidance only and not binding.

Only the tender documents in ETHICS apply, including questions/answers.

It should be noted that participation in the meeting is not a condition for submitting tender.

12 Deadline for submission of tenders and period of validity of tenders

The deadline for electronic receipt of tenders is **the deadline for submission of tenders stated in ETHICS** for this procedure.

The tenderer should note that the server time at the tendering page shown online in ETHICS is the time that applies to timely received tenders. When the tenderer uploads its tender and signs the cover letter, that time will be registered on all the uploaded documents. It should be noted that it is not possible to upload additional documents to ETHICS after the expiry of the deadline for submission of tender.

Alternative submission of tender is not accepted, see also clause 9.3.

SKI will as soon as possible and simultaneously give notice to the tenderers of any decisions made regarding award of the framework agreement. The notice will include the reasons for the decision.

The tenderer must keep open its tender for eight months after expiry of the deadline for submission of tenders.

13 Processing of tenders

The tenderers are not permitted to attend the opening of the tenders or to obtain information about competitive tenders.

SKI is not obliged to return the tender to the tenderer.

Unless other information is provided, SKI does not consider the tendering procedure to be terminated until the framework agreement has been signed, see clause 23 of the framework agreement. SKI reserves the right to cancel the procedure until then if objectively justified. The tenderer is bound by its tender until SKI has entered into the framework agreement, but not longer than the date specified for the date of validity of the tender, see clause 12.

The tenderer's costs in connection with the tendering procedure are of no concern to SKI, including if SKI has had to cancel the procedure without an award of contract on an objectively justified basis.

14 Prohibition of negotiation

It is pointed out that SKI will not be able to negotiate the tenders with the tenderers in the traditional sense. SKI will therefore remain within the scope of negotiations for which guidelines are provided in, e.g., a statement of the Council and the Commission regarding Directive 93/37/EEC (Official Journal no. L 111(114 of 30 April 1994):

"The Council and the Commission state that in open and restricted procedures all negotiations with candidates or tenderers on fundamental aspects of contracts, variations in which are likely to distort competition, and in particular on prices, shall be ruled out; however, discussions with candidates or tenderers may be held but only for the purpose of clarifying or supplementing the content of their tenders or the requirements of the contracting entities and provided this does not involve discrimination."

Hence, very tight limits apply to negotiations.

Thus, no contract or price negotiations will be conducted and, therefore, the tenderers should ensure that their tenders are drawn up so that the framework agreement could in principle be concluded without prior negotiations between the tenderer and SKI.

It is therefore highly desirable that the tenders are comprehensive and deal with all relevant aspects, contain all necessary information, and are precise in every respect.

15 Confidentiality

The tender documents must be kept confidential, and the tenderer is not entitled to use the documents or the information obtained from the documents in any other context.

After completion of the tendering procedure, SKI will be entitled to demand that the tender documents be returned, and, if so, the tenderer will be obliged to destroy/delete any copy thereof.

After conclusion of contract, SKI reserves the right to publish a short summary of the evaluation of the successful tenderers' tenders.

SKI further reserves the right to possibly use the tenderer's tender for analyses and in connection with preparation of conversion lists. This will be the case in particular if the tenderer is a supplier on a previous SKI agreement relating to the subject-matter of the contract, see clause 4. No prices will be published in this connection.

Under Order no. 191 of 27 February 2014, SKI is exempt from the rules on access to documents and, consequently, the public are not allowed access to SKI's documents, including decisions and other internal affairs. However, the Danish Complaints Board for Public Procurement (*Klagenævnet for Udbud*) may order SKI to provide access to tender documents and tenders received.

SKI will not publish any information that the relevant operator has indicated as confidential unless ordered to do so by the Danish Complaints Board for Public Procurement.

If a framework agreement is entered into with a tenderer, SKI will provide access to the tender in its entirety to the SKI customers who are entitled to use the framework agreement at www.ski.dk. However, the discount offered by the tenderer can only be accessed by SKI's customers via login.

SKI's customers, however, are generally subject to the rules on access to documents and, therefore, the customers' subsequent use of the framework agreement may be subject to the rules on access to documents. SKI's customers are entitled and obliged to give access to documents to the extent required by law.

16 Final documentation and submission of declarations

According to sections 151 and 152 of the Danish Public Procurement Act, SKI must demand that a tenderer to whom SKI intends to award the framework agreement produce final documentation for the matters mentioned in the ESPD, see clause 7, including, if applicable, in relation to ESPDs from all participants in a group

(e.g. all members of a consortium). SKI reserves the right to demand such documentation at any time during the tendering procedure, see section 151(2) of the Danish Public Procurement Act.

If SKI has not already received the relevant documentation, see clause 7.3, SKI will ask that the documentation be produced within an appropriate deadline. It should be noted in this connection that the tenderer has declared to SKI in the ESPD that the documentation can be provided immediately and on request.

16.1 Documentation concerning the absence of exclusion grounds

As documentation for the information in the ESPD regarding exclusion grounds:

- Danish operators may submit a service certificate issued by the Danish Business Authority (*Erhvervsstyrelsen*) comprising information from the criminal records of the police.
- Foreign operators may produce the forms of documentation set out in e-Certis⁴.

16.2 Declaration concerning restrictive measures in view of Russia's actions destabilising the situation in Ukraine

For the purpose of complying with the prohibitions in the Regulation (Regulation (EU) No. 833/2014 concerning restrictive measures in view of Russia's actions destabilising the situation in Ukraine, as amended by Regulation (EU) 2022/576), SKI will ask the affected tenderers to sign the declarations published with the tender documents in this respect.

16.3 Declaration concerning the Supplier's compliance with its corporate social responsibility (CSR) obligations

In connection with obtaining documentation regarding exclusion grounds, SKI will furthermore ask the affected tenderers to sign a declaration where the tenderer confirms to comply with SKI's requirements set out in Appendix G of the framework agreement for the duration of the framework agreement. The declaration has no impact on the supplier's obligations as set out in the published tender documents and is thus only of a confirmatory nature prior to signature of the framework agreement.

17 Implementation

SKI points out to the tenderer that the successful suppliers must participate, free of charge, in implementation activities, such as participation in start-up meetings, appointment and exchange of contact details on the supplier's employee(s) responsible for operating the framework agreement, marketing to SKI customers, etc. After the award of the framework agreement, SKI will provide the supplier with further information on these implementation activities.

18 Checklist

The checklist is designed to help the tenderer not to forget any elements in connection with the submission of tender. It is pointed out, however, that it is exclusively the responsibility of the tenderer to submit a complete tender.

⁴ <https://ec.europa.eu/tools/ecertis/search>

18.1 Submission of tender

The tenderer is requested to ensure the following:

- To register with ETHICS.
- To download the tender documents and save them on the tenderer's own PC.
- To carefully read the complete tender documents.
- To ask questions, if applicable, to the tender documents before the expiry of the deadline for asking questions, see clause 11.1.
- The European Single Procurement Document (ESPD).
 - To complete all fields in the ESPD, see clause 9.2.1.1. To complete an ESPD for all participants in the group, if applicable.
 - To sign the ESPD electronically with ETHICS signature or NemID employee signature.
- Appendix C The Supplier's tender.
 - To download and complete all yellow fields in the form, see clause 9.3.
 - To upload the completed form to ETHICS.
- Documentation and declarations, see clause 16.
 - To upload any documentation and declarations to ETHICS.
- The submission of tender is finalised and the cover letter generated by clicking the button "Sign and finalise tender" (in Danish: Underskriv og afslut tilbud).
 - Sign the ESPD electronically with ETHICS signature or NemID employee signature.
- Make sure that the electronic submission of tender is on time, see the deadline for submission of tender in ETHICS. It is not possible to finalise and complete documents or to upload documents to ETHICS after the expiry of the deadline for submission of tender. The system will close automatically and it is therefore important to start the uploading and document finalisation process well in advance.

The tenderer should make sure to have IT technical assistance available in connection with submission of tender if unexpected IT problems should occur during the process, including in particular close to expiry of the deadline for submission of tender.