

INVITATION TO TENDER

To whom it may concern

Date of issue:	10.04.2025
Tender no.:	1882
Contract title:	DCA Travel Agent Contract
Closing date:	14 May 2025
Contracting Authority:	DanChurchAid Meldahlsgade 3 1613 København Contact: Krestina L. Africa / kaf@dca.dk
NOTE: DCA can only be contacted via the above email. No verbal communication is allowed.	

DANCHURCHAID (DCA) INVITES YOU TO SUBMIT A PROPOSAL FOR A FOUR-YEAR TRAVEL AGENT CONTRACT

Dear Sir/Madam,

The service is required for DCA staff travelling primarily overseas to and within developing countries, but also within Europe and to other overseas destinations.

DCA is a Danish NGO working with emergency and development projects in various developing countries, primarily in Africa, Middle East and Asia. We are supported by a wide range of donors such as EuropeAid, UN-organisations, Danida, US agencies, FCDO, ECHO, and many more. DCA book an average of 1774 flight tickets annually and in 2024 for a total of 6.2 million DKK. DCA staff travel to a wide range of countries globally and complex destinations such as Misrata in Libya, Erbil in Iraq, and Goma in Democratic Republic of Congo. DCA require a high level of flexibility and services from the Travel Agent and at the same time meet requirements of cost efficiency and savings.

In addition to the normal travel services required, DCA also seek a Travel Agent who can enter a partnership with DCA, where DCA is a subcontractor to the Travel Agent on Package Tours. The Travel Agent is to provide package tours on behalf of DCA, aimed at local Danish partners such as Danish folk high schools, high school- and 'boarding-school' students, who travel to our programme countries.

Please find enclosed the following documents, which constitute the Tender Dossier:

A – Instructions to Tenderers

B – Draft Contract including Annexes:

Annex 1: Terms of Reference

Annex 2: Organisation and Methodology (to be completed by the Tenderer)

Annex 3 Tender Submission Form (to be completed by the Tenderer)

Annex 4: General Terms and Conditions for Service Contracts – Ver3 2020

Annex 5: Code of Conduct for Contractors

Annex 6: DCA Travel Guidelines

Annex 7: Travel Roundtrip Descriptions

Annex 8: DCA travel statistics

Annex 9: DCAs Existing Online Traveller Profile

Annex 10: Fly America Compliance Process between DCA & Travel Agent

A. INSTRUCTIONS TO TENDERERS

In submitting a proposal, the Tenderer accepts in full and without restriction the special and general conditions including Annexes governing this Contract as the sole basis of this procedure, whatever his/her own conditions of services may be, which the Tenderer hereby waives. The Tenders are expected to examine carefully and comply with all instructions, forms, contract provisions and specifications contained in this Tender Dossier.

A.1. Scope of services

The Services required by the Contracting Authority are described in the Terms of Reference in Annex 1.

The Tenderer shall offer the totality of the minimum requirements and services described in the Terms of Reference.

A.2. Cost of proposal

The Tenderer shall bear all costs associated with the preparation and submission of his/her proposal and the Contracting Authority is not responsible or liable for these costs, regardless of the conduct or outcome of the process.

A.3. Clarification of tender documents and additional information

Tenderers may submit questions in writing at the latest on the date specified in the timetable in article A.4, specifying the tender no., and the contract title. Information regarding interpretation of this invitation to tender must be requested in writing to the Contracting Authority's contact person.

Tenderers are not allowed to approach the Contracting Authority for verbal clarification.

Any clarification of the Tender Dossier given by the Contracting Authority will be submitted to all tenderers at the latest on the date specified in the timetable. If the Contracting Authority provides additional information on the Tender Dossier, such information will be sent in writing to all other prospective tenderers at the same time.

Any prospective tenderer seeking to arrange individual meetings during the tender period with either the Contracting Authority and/or any other organisation with which the Contracting Authority is associated or linked may be excluded from the tender procedure.

A.4. Planned timetable

The Contracting Authority reserves the right to alter the dates and time in the following timetable, in which case all tenderers will be informed via email.

	Date
Tender publishing	10.04.2025
Online open session for Questions and Answers. Deadline for signing up for the meeting is the 21.05.2025 via email to Kristina Rasmussen / kras@dca.dk	23.04.2025 10:00-11.00(DK time)
Deadline for request for any clarifications from the Contracting Authority	05.05.2025
Last date on which clarifications are issued by the Contracting Authority	07.05.2025
Deadline for tender submission (closing date)	14.05.2025 (end of day, DK time)
Tenderers who have submitted a bid will be informed of the number of tenders received and name of Tenderers.	15.05.2025
First technical evaluation	Week 21
Planned interviews (please reserve the dates)	26 + 28 May
Final evaluation and contract award	Week 22/23
Contract start	01.08.2025

A.5. Eligibility and qualification requirements

To give evidence of their capability and adequate resources tenderers shall provide the information and the documents requested in the Tender Dossier.

Tenderers are not eligible to participate in the Tender Procedure if they are in one of the situations listed in article 33 of the General Terms and Conditions for Service Contracts – Ver3 2020.

Tenderers shall in the Tender Submission Form attest that they meet the above eligibility criteria. If required by the Contracting Authority, the Tenderer whose tender is accepted shall further provide evidence satisfactory to the Contracting Authority of its eligibility through certificates issued by competent authorities in its country of establishment or operation, or, if such certificates are not available, through a sworn statement.

As a rule, the timely arrival of a proposal with the Contracting Authority is the Tenderer's responsibility. Irrespective of the reason, proposals arriving after the deadline for the submission of proposals, will be considered late and thus rejected.

Tenderers are also requested to certify that they comply with the Code of Conduct for Contractors.

A.6. Exclusion from award of contracts

Contracts may not be awarded to Tenderers who, during the Procurement Procedure:

- (a) are subject to conflict of interest; and/or
- (b) are guilty of misrepresentation in supplying the information required as a condition of participation and eligibility in the Tender Procedure or fail to supply this information.

A.7. Language of Tenders

The tenders, all correspondence and documents related to the Tender exchanged by the Tenderer and the Contracting Authority must be written in English.

A.8. Documents comprising the Tender

Tenderers shall complete and submit the following documents with his/her tender:

- a) Tender Submission Form (Annex 3) incl. supporting documents, duly completed and signed
- b) Organisation and Methodology (Annex 2)
- c) CV's of key personnel
- d) Copies of Tenderer's audited financial statement for the last three years.
- e) Three travel quotes per roundtrip description
- f) Example of a Travel Data Report and an Environmental Report
- g) Sustainability or ESG Report 2024 (or equivalent) (can also be shared as links), and relevant certifications
- h) List of special fare agreements
- i) Provide 4 references: preferably min. 3 references to contracts working with NGO travels and additional corporate travels
- j) Proof of membership with a recognised Travel Association
- k) Proof of membership of 'Rejsegarantifonden' or equivalent National Travel Guarantee (protection of costumers if Travel Agent is declared bankrupt)
- l) Company profile in the form of a brochure or the like, including information on working language and no of employees.
- m) DRAFT Data Processing Agreement (If Tenderer does not have DPA, DCA can provide a template)

and other relevant information that should be made known to the Contracting Authority.

A.9. Financial proposal

The Financial Proposal shall be presented as an amount in DKK or EUR in the Tender Submission Form in Annex 3. For evaluation purpose, where proposals are given in EUR, it shall be converted into DKK at the rate published in Danish National Bank on the closing date.

The price proposed by the Tenderer shall not be subject to adjustments except as otherwise provided in the conditions of the Contract.

The Tenderer shall indicate the proposed fee-rates per service defined in the Tender Submission Form in Annex 3. Quoted fees shall be a fixed fee rate. Fee's based on a percentage will not be accepted, with the exemption to cost of Package Tours. Costs and expenses which are not listed in the Tender Submission Form by the Tenderer and further listed in the Contract shall be deemed covered by the overhead of profit included in the Travel Agents fees and is not payable by the Contracting Authority.

VAT and/or any sales tax applicable to the purchase of services shall be indicated separately in the Tender Submission Form.

A.10. Tenderers proposed personnel

In the Organisation and Methodology, Annex 2, the Tenderer shall include a detailed description of the roles and responsibilities of the key personnel handling DCA account, and further requirements to experiences and qualifications to fill in these positions. The key personnel are the Key Account Manager and Sales Representatives.

The CV of each proposed key personnel shall be submitted with the Tender highlighting his/her experience working with NGO travel and relevant qualifications.

The Tenderer whose proposal is accepted shall provide, if so, requested by the Contracting Authority, copies of diplomas and employers' certificates or references proving the key experts' education, professional experience and language proficiency.

A.11. Sub-contractors

Subcontracting is not allowed, exempt with DCA as a subcontractor to Package Tours.

A.12. Validity

Tenders shall remain valid and open for acceptance for 60 days after the closing date for the submission of tenders.

Prior to the expiry of the tender validity period, the Contracting Authority may ask tenderers in writing to extend this period. Tenderers that agree to do so will not be permitted to modify their tenders. If they refuse, their participation in the tender procedure, will be terminated.

A.13. Submission of tenders and closing date

Tenders must be submitted to the email mentioned on the first page, not later than the closing date and time specified in the timetable article A.4. Any tenders received after that time will be deemed ineligible.

No tender may be changed after the deadline has passed.

A.14. Tender Report

After the submission deadline, all tenderers who has submitted a bid, will receive a Tender Report informing of the number of tenders received and name of Tenderers.

A.15. Evaluation of Tenders

Prior to the detailed evaluation of the tenders, the Procurement Committee, (established by the Contracting Authority for the purposes of this Tender Procedure), shall ascertain whether the tenders meet the eligibility requirements; have been properly signed, are substantially responsive to the tender documents; have any material errors in computation; and are otherwise generally in order.

If a tender is not substantially responsive i.e. it contains material deviations from or reservations to the Terms of Reference and/or conditions in the Tender Dossier, it shall not be considered further.

After analysing the substantially responsive tenders, the Procurement Committee will examine the technical admissibility of each tender, classifying it as technically compliant or non-compliant. Deviations from the Terms of Reference may be considered if deemed to be in the best interest of the Contracting Authority.

Tenders determined to be substantially responsive and technically compliant will be checked by the evaluation committee for any arithmetic errors. Where there is a discrepancy between the amounts in the figures and words, the amount in words will govern.

Evaluation method

The evaluation method will be the quality and cost-based selection. A two-stage procedure shall be utilised in evaluating the tenders; a technical evaluation and a financial evaluation. The Contracting Authority will carry out an evaluation of all received Proposals based on below evaluation criteria.

Candidates who obtain a technical score of min. 70 will be invited for an interview, and Candidates with a Technical score below 70 will not be eligible for further evaluation. After the interview the 2nd technical evaluation will take place, followed by the financial evaluation and calculating the overall score.

Tenders will be ranked according to their combined technical (*St*) and financial (*Sf*) scores using the weights of 50% for the technical proposal; and 50% for the offered price. Each tender's overall score shall therefore be: $St \times 50\% + Sf \times 50\%$.

Technical evaluation

For the evaluation of the technical proposals, the Contracting Authority shall take the following criteria into consideration, with the indicated weights:

TECHNICAL EVALUATION	Maximum Points
1. GENERAL EXPERTISE OF THE TRAVEL AGENCY	
1.1 Tenderers size, economic capacity and climate profile	10
1.2 Tenderers specialised knowledge and experience working with corporate- and NGO travel	10
1.Sub-total General Expertise of the Travel Agency	20
2. PROPOSED ORGANISATION AND METHODOLOGY	
2.1 To what degree does the proposal show overall understanding of DCA needs and the ability to meet the Contract Objective and have the Terms of Reference been addressed in sufficient detail and in a professional manner	15
2.2 Overall ability to provide professional and flexible services and meet the minimum requirements defined in the TOR	20
2.3 Overall proposed set-up for account management and booking flow	10
2.4 To what degree can the Travel Agent meet the DCA needs and requirements for Package Tours	20
2. Sub-total Organisation and Methodology	65
4. KEY STAFF	
4.1 Requirements to the Key Account Manager's experience, qualifications, role and responsibilities	5
4.2 Requirements to the Travel Consultants and support staffs experience, qualifications, role and responsibilities	5
4.3 Overall experience and qualifications of proposed submitted CVs for key staff	5
4 Sub-total Key staff	15
Total Technical Score	100

Interview and presentation

The Contracting Authority reserves the right to invite Tenderers who has submitted proposals determined to be substantially responsive and having obtained a total Technical Score of min. 70 points, for interview. This interview shall include a presentation of the overall proposal provided and a demonstration of the Tenderers proposed online system.

The purpose of conducting interview is to enable the Contracting Authority to obtain clarifications and elaborations on the submitted tender and the Tenderer are requested to demonstrate the proposed online solution.

Interviews will not entail any substantial negotiation and deviation to the terms and conditions of the Tender Dossier. The interview may however have the purpose of reducing the scope of the services or revising other terms of the Contract to reduce the proposed remuneration when the proposed remunerations exceed the available budget.

Tenderers who will be invited for interview will be informed 3 days in advance.

Financial evaluation

The financial proposal submitted by the Tenderers is fee based. To ensure that the financial evaluation is fair and corresponds the actual annual costs, the fee quoted by the tenderers will be converted into annual fee cost, based on DCA 2024 travel statistics.

Based on the financial proposal calculated into annual costs per fee (by DCA Procurement Committee), each proposal shall be given a financial score. The lowest Financial Proposal (Fm) will be given a financial score (Sf) of 100 points. The formula for determining the financial scores shall be the following:

$Sf = 100 \times Fm/F$, in which

Sf is the financial score

Fm is the lowest price and

F is the price of the proposal under evaluation

Award Criteria

The Contracting Authority will award the contract to the Tenderer whose tender has been determined to be substantially responsive to the Tender Dossier and technically compliant, and who has obtained the highest overall score, provided further that the Tenderer has demonstrated the capability and resources to carry out the contract effectively.

A.16. Signature and entry into force of the Contract

Prior to the expiration of the tender validity period, the Contracting Authority will inform the successful Tenderer in writing that its tender has been accepted and inform the non-successful tenderers in writing about the result of the evaluation process.

Within 5 days of receipt of the Contract, not yet signed by the Contracting Authority, the successful Tenderer must sign and date the Contract and return it, to the Contracting Authority. On signing the Contract, the successful Tenderer will become the Contractor, and the Contract will enter into force once signed by the Contracting Authority.

If the successful Tenderer fails to sign and return the Contract within the days stipulated, the Contracting Authority may consider the acceptance of the Tender to be cancelled without prejudice to the Contracting Authority's right to claim compensation or pursue any other remedy in respect of such failure, and the successful Tenderer will have no claim whatsoever on the Contracting Authority.

A.17. Cancellation for convenience

The Contracting Authority may for its own convenience and without charge or liability cancel the tender process at any stage.

B. **DRAFT** CONTRACT (SERVICE)

CONTRACT TITLE: DCA Travel Service Contract

Contract no.: 1882

Instructions to tenderers: At this stage of the tender preparation this DRAFT CONTRACT document is for your information only and intended to make you aware of the contractual provisions. The information missing in this document will be filled in when a successful Tenderer has been selected, and the “Draft” Contract will then become the “Final” Contract between the Contracting Authority and the Contractor.

DanChurchAid
Meldahlsgrde 3
1613 København V
("The Contracting Authority"),

of the one part,
and

<Insert name and address of tenderer>
("the Contractor")

of the other part,

have agreed as stipulated in the attached document.

The Contract is done in English in two originals, one for each of the parties.

For the Contractor

Name:

Title:

Signature:

Date:

For the Contracting Authority

Name:

Title:

Signature:

Date:

Special Conditions

B.1. Scope of services

The subject of the Contract is 'DCA Travel Service Contract' provided to DCA worldwide. The "Services" are described in the Terms of Reference (Annex 1) and further specified in the Organisation and Methodology (the tenders proposal).

The Contractor acknowledges that:

- a) the Contracting Authority is not obligated to place any minimum number of orders with the Contractor, pursuant to this Contract;
- b) this contract is non-exclusive, and the Contracting Authority is entitled to procure the same or similar supplies from other Contractors, as it sees fit.

B.2. Commencement and Expiry Date

The Contract shall commence on 01.08.2025 and after signature of both parties.

The Contract expires 31.07.2029. However, the Contract shall remain in force and effect until the end of the warranty liability period as defined in article 15 in the General Terms and Conditions for Service Contracts – Ver3 2020.

B.3. Terms and Termination

The Contract is valid for a period of 48 months and commences on the commencement date and expires at midnight on the expiry date, unless earlier termination in accordance with the General Terms and Conditions for Service – Ver3 2020 of this Contract.

The Contracting Authority shall be entitled to renegotiate the Contract for a further period of 12 months on similar terms and conditions, by giving the Contractor written notice of its intention to renegotiate the Contract not less than 30 days prior to the expiry date, provided however that in the event of a breach of the Agreement by one of the Parties, the other party may for valid cause terminate the Contract as per General Terms and Conditions for Service – Ver3 2020, article 26 and 27.

B.4. Delivery of Services

The Contracting Authority will issue orders to the Contractor, during the term of this Contract. The Contractor agrees to deliver Services to the Contracting Authority pursuant to the Contract, which shall conform with the Terms of References, Annex 1, Organisation and Methodology, Annex 2 and the price specified in this Contract.

In the event of the Contracting Authority placing an order, which the Contractor considers it cannot substantially meet because of unavailability of staff or inability to meet the Terms of References, before proceeding to make a partial delivery of the services, the Contractor shall seek further written instructions from the Contracting Authority.

The Contractor shall cover all costs related to the remedy of an unacceptable Service.

The Contractor shall be responsible for providing all the necessary personnel, equipment, materials and supplies and for making all necessary arrangement for the performance of its obligations under this Contract.

B.5. Remuneration

Fee-based price

In consideration for the services, the Contractor shall receive a remuneration to be determined on the basis of the below specified fee's in DKK or EUR:

<insert list of fees>

This remuneration shall be determined based on actual services provided by the Contractor in the performance of the services.

The fee rate covers the Contractor's overhead, profit, sick leave, overtime and holiday pay, taxes and social charges. Fees and expenses, which are not listed above shall be deemed covered by the overhead of profit included in the Contractor's fees.

The Contractor guarantees that no fees, not specified in this Contract, can be charged to the Contracting Authority.

The Contractor guarantees that the prices stated in their offer are the maximum prices, which are fixed. Any price increases during the contract implementation period must be based on the European Consumer Price Index. Price increases can only be made on an annual basis and must be notified no later than 1st October and take effect on 1st January. Price increases shall be accepted by the Contracting Authority to be put into effect.

By signing this Contract, the Contractor certifies that the Contracting Authority, for transactions resulting from this Contract is not being charged more than other clients for similar services and within similar circumstances.

VAT and/or any sales tax applicable to the purchase of services shall be indicated separately in the Contract.

B.6. Payment

Payments shall be made in DKK or EUR. by bank transfer to the following account:

Account Number:
Name of Bank:
Address of Bank:
Account name:
Swift Code:

Payment will be made by the Contracting Authority within 30 days of receipt of a monthly **<bank statement>** covering all services received and booked tickets for that month.

Electronic invoices for each booking reference must be issued continuously and forwarded to the Contracting Authority. Invoices shall min. include the pre-defined information in Terms of Reference, Annex 1, section 3.3.

B.7. Tax and social contributions

The Contracting Authority shall have no obligation or responsibility in connection with taxes or levies payable by the Contractor in its country of establishment or in the beneficiary country in connection with its performance of this Contract.

B.8. Reporting and evaluation meetings

The Contractor shall provide the data/reports as specified in the Terms of Reference, Annex 1. The Contractor shall keep the Contracting Authority updated on improvements and new products available on a running basis.

Bi-annual meetings between the Contractor and the Contracting Authority shall be conducted to discuss cooperation, communication, the services provided, improvements, new services available etc. The Contracting Authority will call for the meeting and provide the agenda.

B.9. Liability

The Contractor will meet without limitation the liability obligations as stated in the General Terms and Conditions for Service Contracts Ver3 2020 article 15.

B.10. Order of precedence of contract documents

The Contract is made up of the following documents, in order of precedence:

1. This Contract
2. Terms of Reference (Annex 1)

3. Organisation and Methodology (Annex 2)
4. Tender Submission Form (Annex 3)
5. Data Processing Agreement (Annex 11)
6. Fly America Compliance Process between DCA & Travel Agent (Annex 10)
7. DCA Travel Guidelines (Annex 6)
8. General Terms and Conditions for Service Contracts – Ver3 2020 (Annex 4)
9. Code of Conduct for Contractors (Annex 5)

The various documents making up the Contract shall be deemed to be mutually explanatory; in cases of ambiguity or divergence, they should be read in the order in which they appear above.

B.11. Language

The language of this Contract, and of all written communications between the Contractor and the Contracting Authority shall be English.

B.12. Data Protection Regulation

If DanChurchAid CVR No. 36980214 is recording and processing personal data (such as names, addresses, emails, telephone number and CVs), the data will be processed solely for the purposes of the management and monitoring of the Quotation and the Contract by the Contracting Authority without prejudice to possible transmission to the bodies in charge of monitoring or inspection tasks in application of EU law. In addition, as and when the contract relates to the Contracting Authority's work outside the EU, transmission of personal data may occur to countries outside of the EU, solely for the purpose of implementing the procurement procedure and the Contract. According to the EU data protection regulation the Candidate has rights related to the information the Contracting Authority processes. Details concerning processing of the Contractor's personal data and rights are available in the Privacy Policy on [Privacy policy – DanChurchAid - DanChurchAid](#)

B.13. Package Tours

The Contractor, who provides Package Tours, is required to be a member of the Danish Travel Guarantee (Dansk Rejsegarantifond), or equivalent Travel Guarantee and comply with the EU Directive 2015/2302 and/or Danish law 'Lov om Pakkerejser'.

Definition of a Package Tour:

A trip which consists of a min. of two different travel services, e.g. transport and hotel accommodation, is considered a package tour if the travel services constitute a significant part of the value of the trip and are selected and purchased before the delivery of the travel services begins. Package Tours are regulated by the EU Directive 2015/2302 and for Danish companies the Danish law: 'Lov om Pakkerejser'.

a. Set-up for DCA as a Sub-contractor to Package Tours provide by the Contractors:

- I. DCA Head Quarter and Country Offices acts as the subcontractor to the Contractor and plans the content of the package tour in collaboration with the stakeholder at the destination and jointly with the Contractor.
- II. The Contractor approves the content of a Package Tour and prepare a complete Package Tour which is put up for sale at the Contractors platform. The Contractor must inform all travel services and activities included in the Package Tour, the price of the package tour, and deadlines and cost of cancellation.
- III. For a Package Tour to be carried out it requires a min. of <XX> travellers, this will be defined by the flight company. If too few travellers have purchased a given Package Tour, the tour will be cancelled. The Contractor is required to inform DCA and the travellers of the deadline for reaching the minimum travellers required without losing the deposit.
- IV. A package tour can only be offered for sale for a destination which is marked yellow or green on the Danish Ministry of Foreign Affairs' (MFA) Travel Guide on the date the package tour is put up for sale. If UM does not have a travel guide for a travel destination, MFA or the Contractors insurance company is consulted for guidance on which other country's travel guide should be followed (most often a Scandinavian country).
- V. It is only the travel services and activities which appear in the Package Tour and included in the total price, which is covered by the Danish Travel Guarantee Fund, or equivalent Travel Guarantee.

- VI. DCA invoices the Contractor for the services and activities at destination The Invoice must clearly state all the relevant services and activities.
- VII. It is the responsibility of DCA to ensure the best possible cancellation term for the services and activities at the destination.

b. Package Tours provided by the Contractor to DCAs local Danish partners - the travellers

- I. The Package Tour is put up for sale by the Contractor and bought by the traveller/travellers (DCAs Local Danish Partners), and thus, the customer relation is between the traveller/travellers and the Contractor.
- II. When booking the package tour, the traveller(s) pays **<proposed 15>%** of the tour price. The remaining amount is paid no later than **<proposed 65>** days before departure.
- III. It's the responsibility of the traveller(s) to buy own mandatory travel insurance and cancellation insurance (not mandatory).

c. Cancellation:

- The deposit will be lost if cancellation takes place **<XX days>** before departure or after the deadline for minimum number of purchases of a Package Tour (see a. III.)
- Cancellation between **<XX days>** and **<XX days>** before travel departure will require a **<XX>** %payment of the package tour.
- Cancellation **<XX days>** before departure require full payment
- In the event of unavoidable and extraordinary circumstances as reflected in the Danish MFAs Travel Guide, travellers are entitled to a full refund of the paid amount. Cost will be covered by the Contractor. However, DCAs Country Offices commit to assist the Contractor in minimizing losses as best as possible.
- If unavoidable and extraordinary circumstances occur at the travel destination or in the immediate vicinity thereof which are NOT reflected in the Danish MFAs Travel Guide, but the DCA Country Office must cancel one or more travel services due to excessive risks for the travellers. In such circumstances DCA will undertake, in cooperation with the Travel Agent, to seek to find alternative activities and travel services at the destination, to avoid cancellation of the trip. If cancellation is unavoidable the Travel Agent will cover the loss of the cancelled flight services by refunding the travellers and DCA undertakes to provide documentation of the circumstances to the Travel Agent for insurance purposes. DCA undertakes to cover losses of travel services/activities at the destination
- If the Contractor is forced to cancel or change one or more of the travel services, which form part of the Package Tour, the Contractor is thereby unable to deliver a significant part of the package, and the traveller(s) may accept the change or have the right to cancel the trip with a full refund and without being charged a fee.

IV. Transfer of a traveller's package tour

- A Package Tour can be transferred to another traveller against payment of a fee of **<XX>**, plus actual costs incurred by the contractor in connection with the transfer. Transferring a package tour also depends on the general conditions of the airline in question. The traveller transferring the trip is liable for the costs associated with the transfer.

ANNEX 1: TERMS OF REFERENCE

1. BACKGROUND INFORMATION

DCA is a Danish NGO working with emergency and development projects in various developing countries, primarily in Africa, Middle East and Asia. We are supported by a wide range of donors such as EuropeAid, UN-organisations, Danida, US agencies, FCDO, ECHO and many more. DCA book an average of 1774 flight tickets annually to a wide range of countries globally, whereas most destinations are high risk and complex destinations such as Misrata in Libya, Erbil in Iraq, or Goma in Democratic Republic of Congo. In 2024 DCA booked flights for a total of 6.2 million DKK. Our travels bookings include both one way-, return- and round-trips with multiple destinations. Trips to Denmark's neighbouring countries also include traveling by train.

DCA also work with local partners such as Danish folk high schools, high schools, 'boarding-schools' and our Go Global Programme, where students and young people travel to our programme countries to visit our projects. DCA had app. 8 Package Tours with app 150 travellers in 2024. To facilitate such travels DCA also seek a Travel Agent who can provide Package Tours on behalf of DCA.

DCAs Headquarter in Copenhagen will be the Contracting Authority for the Contract. Bookings and communications with Travel Agent will cover all DCA staff worldwide.

Due to DCAs field of work and mandate, DCA require a high level of availability, flexibility and services from our Travel Agent, who at the same time is required to ensure cost efficiency and savings on DCAs behalf. DCA staff are experienced travellers, who require high standards for low-cost flights, flight routes, total time to destination, seat bookings, transits, technical landings, time of arrival, last minute bookings, changes to tickets etc. The Travel Agency shall be able to meet and handle such requirements, often in a short time frame, and to complex destinations.

With this tender, DCA seek to enter a contract with a Travel Agent who has the required experience and who can offer a set-up, which can manage the entire booking process in a cost and time efficient manner and with relevant data collection and tracking. This from quote request from DCA staff till traveller's arrival at the destination.

2. CONTRACT OBJECTIVE

2.1 Overall objective:

The overall objective is to establish a 4-year contract with a well-established Travel Agency who can provide professional services, the best and most efficient set-up for travel bookings and administration at a minimum cost.

2.2 EXPECTED RESULTS TO BE ACHIEVED BY THE CONTRACTOR:

1. Provide low-cost tickets which meet DCA requirements
2. Minimize admin- and booking fees charged to DCA
3. Provide an overall set-up which ensures time and costs efficiency throughout the travel process and administration.
4. Provide personal and professional travel services to DCA
5. Good cooperation and communication between DCA and Travel Agent
6. Provide Package Tours on behalf of DCA

3. SCOPE OF THE SERVICES

Below, the scope of the services to be provided by a Travel Agent are defined as minimum requirements. Please note that DCA is aware that the minimum requirements may be meet in different ways, depending on the overall set-up the Travel Agent can offer.

3.1 GENERAL SERVICES PROVIDED BY THE TRAVEL AGENT

- a. Travel agent shall be able to assign experienced personnel to the DCA account
- b. 24-hour service 7 days a week via fluent English-speaking hotline, preferably with availability of WhatsApp/SMS response also. It is very important that staff are fluent and speaks a clear and understandable English and can assist DCA travellers and management properly.

- c. Key Account Manager and Sales Representatives available during Danish Working hours 8-16 weekdays
- d. Comply with DCA Travel Guidelines (Annex 6)
- e. Overall set-up that manages the travel process and administration in a cost and time efficient manner.
- f. DCA shall be informed of new and more efficient systems, initiatives and products available
- g. Support provided for the online booking system available
- h. In cooperation with DCA, maintain a DCA traveller profile and ensure that Tickets are booked in accordance with a DCA traveller profile.

3.2 BOOKINGS AND TICKETS

- a. Provide an online 'Travel Request Form', must include: Project number; Task number; Line Manager; Name and E-mail address of the traveller(s); One way/Return/Multi-stop; Departure from; Destination; Departure data and time; Return date and time; Flexibility in departure and return dates/time; US funded ticket, Luggage requirements; Ticket Flexibility (e.g. changeable or non-changeable); Luggage requirements; Hotel accommodation preferences; Possible to book group travel; Travel booker name and e-mail; Reason for travel, 'Any other information'.
- b. Provide an online Traveler Profile creation. See Annex 9 for min. requirements.
- c. Provide minimum three travel quotes based on best price, shortest travel time, shortest route, low CO2 emissions/greenest option, and closest airport-.
- d. 30 kg of luggage out and return without extra charge (unless otherwise specified by requester). If 30 kg is not included in ticket, the requester must be made aware before booking.
- e. Avoidance of technical landings and long transits.
- f. Booking of ticket in accordance with DCA staffs individual Traveller Profile.
- g. DCA staff shall receive information of all 'extra costs' which can be added to the ticket, e.g. if a fee is chargeable for seat booking, luggage and meals.
- h. Seek to issue of one ticket from departure city till final destination and return under one booking reference (unless otherwise specified by DCA requester, or its not possible due to route and fare rules/airline restrictions)
- i. Automatic booking of aisle or window seats. If not possible, requester shall be informed.
- j. When advantageous, booking under 'SKI (Statens og Kommunernes Indkøbscentral) Framework Agreement: 16.08 (2023) Air Journeys Booking', RAPTIM tickets and/or other special fare agreements with flight companies or agents
- k. Response to DCA request same day if request is received before 02 PM
- l. Travel quotes to be valid for 24 hours, if less the requester must be informed hereof
- m. Economy tickets only unless other tickets have the same price or a lower price
- n. Issue electronic tickets only
- o. SMS and/or e-mail service on check in, changes and reminders min. 48 hours prior to departure and preferable a 'reminder' app 2-4 weeks in advance of travel date. This will also assist DCA reduce of return tickets being 'lost' if not used. E.g. SMS service send to traveller one month prior to departure date of return ticket valid for one year.
- p. In addition to flight tickets, a quote for a train ticket shall be provided if destination is in Denmark – and upon request to other European destinations.
- q. Issue Electronic invoice per booking reference no.
- r. Fees charged per booking reference no, not per ticket
- s. Provide information on visa requirements and special rules as per destination and requesters nationality
- t. DCA line managers to receive notification of staff obtaining quote request/bookings, e.g. via CC to an email or any other means of notification.
- u. Booking of flights under US 'Fly America Act' when tickets are paid by US funds, and as per the Fly America Compliance Process between DCA and Travel Agent (Annex 10). For documentation requirements, the issued ticket and invoice must include information on Fly America compliance and the selected CFR exemptions. If the Travel Agent does not already have a system in place to ensure Fly America compliance under CFR 41 301-10.13, when booking tickets, the supplier must be willing to set it up within the first 3 months of the contract period. It is the responsibility of the DCA travel requester to inform the travel agent in the ticket request system, if the ticket is to be booked under Fly America requirements.

- v. DCA Royalty bonus points to be collected and managed per airline company and used as per DCA guidelines (not developed yet).
- w. If possible, management of DCA individual/personal staffs 'frequent flyer points' on a DCA account
- x. Online booking system where DCA travellers can book own one-way, return and round-trip tickets for destinations in Europe. The system must include features which allow the traveller to select seats, selecting luggage, change and cancel tickets and allow a line manager to approve the booking of a ticket. Support and training materials must be available for travellers.

Group Travel

- y. Provide group travel for a min. of 10 travellers under one booking ref. no.
- z. One booking fee and invoice per booking ref. no
- aa. Administration of travellers signing up, pre-bookings, scaling up and down on travellers, and cancellations

Flight quotes and issued tickets shall include information on:

- Full name of traveller
- Booking no
- Seat number/aisle/window
- Airline, transits and destination
- Price indicating airport taxes, VAT and other taxes separately
- Flight time and transit time
- Technical landings
- Allowed kg of hand luggage and check-in luggage
- CO2 emission indicated per flight or per ticket
- Special conditions
- Meal
- Class
- Equipment/Flight type
- Fly America Act compliance and CFR exemption selected, when a ticket is booked on US funds

3.3 INVOICE AND PAYMENTS

- a. Electronic invoices for each booking reference shall be issued continuously and forwarded to the Contracting Authority to dca.invoice@dca.dk
- b. DCA cannot pay individual invoices and need to be able to make one monthly payment based on a monthly bank statement (based on all issued invoices for the relevant month). This monthly invoice payment to the Contactor will be paid end of month plus 30 days.
- c. Invoices shall be issued to DCA and be transparent. Must as a minimum include: Full name of requester, line manager, traveller(s); destination; departure date; date of return; name of travel booker; CO2 emissions, booking reference; tax indicated separately, each individual fee charged to DCA, project and task no (provided by DCA) and date of issue.
- d. Invoices for Package Tours shall clearly specify the services/activities included in the Package Tour, all fees, and must be issued to the DCA Danish partner in question or to the DCA individual Go Global travellers.
- e. If a ticket is booked under the Fly America Act requirements, the Invoice must include information on compliance and CFR exemption selected.

3.4 DATA AND REPORTS

DCA rely on data and have below minimum requirements to data and reports being available to us. Preferably, DCA can draw below data/reports in an online system without involvement of the travel agent. If this is not possible, the travel agents must be able to provide General Travel Data and Environmental Reports as per below list and upon request and with 5 working days. Reports and data shall be presented in an operational and user-friendly manner which provide overview and ability to compare data.

3.4.1 General Travel Reports:

- a. Total tickets
- b. Airline tickets by regional destinations
- c. Airline tickets by country destination

- d. Airline tickets by geographical region
- e. Airline tickets by traveller
- f. End destinations
- g. Return tickets
- h. One-way tickets
- i. Multiple destination tickets
- j. Changes of tickets
- k. Cancellations of tickets
- l. Group travel bookings
- m. Service fees
- n. Statistics on expenses
- o. Mandatory insurance
- p. Hotline calls
- q. Train tickets
- r. Tickets booked on SKI agreements and other special fare agreements incl. savings
- s. Hotel bookings
- t. Spend by product category
- u. DCA Royalty bonus points collected and used
- v. No. of Package Tours and no. of travellers on Package Tours

It is a preference, if reports can be provided as simple statistical data and as charts.

3.4.2 Environmental Reports

- a. DCA total CO2 emission reports
- b. DCA CO2-use for DCA flight activities per flight

4. DCA AS SUBCONTRACTOR TO THE TRAVEL AGENTS ON PACKAGE TOURS

DCA is running a longstanding school partnership programme providing several Danish partnership schools the opportunity to visit DCA-projects around the world. DCA is not allowed to arrange and book such visits as package tours, and consequently, DCA seek a Travel Agent who can provide the package tours and related services on behalf of DCA. DCA will function as a subcontractor to the Travel Agent. Our vision is to collaborate with a Travel Agent with solid experience in providing package tours, in particular in relation to Danish schools visiting developing countries, and who can provide a high level of services for the Package tours – both towards DCA, but also towards DCAs partners and the travellers.

Main requirements:

- a. The Package Tour set-up must be covered by the EU directive 2015/2302 and/or Danish law 'Lov om Pakkerejser' and must fall under Rejsegarantifonden or equivalent Travel Guarantee.
- b. DCA HQ and DCA Country Offices plans the content of a Package Tour in cooperation with stakeholders at the destination and the Contractor. The contractor puts the agreed Package Tour up for sale for travellers, who book via the contractors booking platform or system.
- c. The Travel Agent must provide the platform from which the Package Tours are put up for sale on DCA website, but technically administrated via the Trevel Agents platform. Travellers must be able to see the entire content of the Package Tour, incl. dates, costs, content, programme etc. Travellers must also sign up and pay via the platform.
- d. A package tour can only be offered for sale for a destination which is marked yellow or green on the Ministry of Foreign Affairs' Travel Guide (UM) on the date the package tour is put up for sale.
- e. Provision of good and fair cancellation services where both DCA and the traveller(s) can cancel without losing the deposit or the effectuated payment(s).
- f. High level of customer service both pre-travel and during travel.
- g. In the event of unavoidable and extraordinary circumstances as reflected in the Ministry of Foreign Affairs' Travel Guide (UM), travellers are entitled to a full refund of the paid amount. Cost will be covered by the Contractor.
- h. DCA may find ourselves in an extraordinary and un-avoidable circumstance which occur at the travel destination or in the immediate vicinity thereof, which are NOT reflected in the Ministry of Foreign Affairs' Travel Guide. Because of the extraordinary and avoidable circumstances, the DCA Country Office must be able to cancel one or more travel services due to excessive risks for the travellers. In such circumstances it is DCAs wish to find a Travel Agent who can provide a good solution to this challenge which will minimise the risk of loss funds. Proposed set-up: DCA will undertakes, in cooperation with the Travel Agent, to seek to find alternative activities and travel services at the

destination, to avoid cancellation of the trip. If cancellation is unavoidable the Travel Agent will cover the loss of the cancelled flight services by refunding the travellers and DCA undertakes to provide documentation of the circumstances to the Travel Agent for insurance purposes. DCA undertakes to cover losses of travel services/activities at the destination.

- i. Proposed 15% payment upon booking and the remaining amount 65 days before departure
- j. To facilitate flexibility for the travellers DCA seek a set-up where a package tour can be transferred to another traveller against payment of a fee.

5. DATA INTEGRATION WITH INTERNATIONAL SOS

- DCA is using ISOS for providing health and safety services to our staff traveling and it's a requirement that the Travel Agent's system can extract and send profile and travel data to ISOS via SFTP or API. (Integration can be achieved through various methods such as Global Distribution Systems (GDS) like Amadeus or Sabre, or by sending data in XML, Excel, or CSV files). ISOS will share relevant forms and questionnaires with the Contractor and take lead on the process.
- The Travel Agent must have IT competent staff to work in close collaboration with ISOS to finalise implementation of data integrations between the system(s) of the Travel Agent and ISOS within the first 1st month of the Contract.

6. KEY PERSONELL

As mentioned before, DCA travel to complex and high-risk destinations; bookings, changes and cancellations is often taking place within short notices, and DCA has high requirements to the flexibility and services provided by the Travel Agent. Thus, it is a requirement that key staff assigned to the DCA Account has a proper level of education and experience working with corporate- and NGO travel.

6.1 KEY ACCOUNT MANAGER

- a. A Key Account Manger to be assigned to the General DCA Account
- b. A Key Account Manger to be assigned the Package Tours set-up who will work in close cooperation with the Project Manager in the Partnership & Volunteering Unit in DCA
- c. The Key Account Manager shall have documented relevant education/diplomas and min 5 years of experience, preferably working with NGO travels or secondly corporate travels
- d. The Key Account Manager will work in close cooperation with the DCA Facility Manager, managing DCA travels, coordination, follow ups and ensuring effective and cost minimising travels for DCA
- e. Fluent in English

6.2 TRAVEL CONSULTANTS

- a. Relevant number of Travel Consultants assigned to the DCA Account who handles daily quote-, changes-, cancellation- and general bookings requests.
- b. Each Travel Consultant must have documented relevant education/diplomas
- c. Each Travel Consultants must have experience of working with corporate- and preferably NGO travels and booking tickets to complex destinations
- d. Fluent in English

7. OVERALL QUALIFICATION REQUIREMENTS

- a. Travel Agent shall have min. 15 years of establishment, whereas min. 10 years of documented experience working with corporate travel, preferably NGOs travel experience and booking flights to complex destinations
- b. European based
- c. Travel Agent is of a size which minimizes financial risk and ensure that the DCA Account is always handled by qualified staff relevant diplomas and relevant experience
- d. Provide 4 references: preferably 3 references for contracts working with NGO travels and 1-2 for corporate travels
- e. Proven solidity in annual accounting reports from 2023 and 2024
- f. Provide high quality of submitted tender showing professionalism and ability to meet DCA needs and minimum requirements
- g. Provide appropriate competences and experiences of the key staff that the Travel Agent assign the DCA account.

- h.** A strong sustainability and environmental profile, preferably with a certification like Travellife Partner Certification, ISO14001 or similar certification(s).

ANNEX 2: ORGANISATION AND METHODOLOGY

To be filled in by the Tenderers, in compliance with the below instructions.

Please note, if the minimum requirements defined in the Terms of References (TOR) cannot be met or alternatives exist which contribute to the overall objective of a potential contract, please make sure to describe this in detail and reasons why. If the Travel Agent does not specify which minimum requirements that cannot be met, the minimum requirement defined in this TOR is considered accepted by the Travel Agent. Any comments directly contradicting the Terms of Reference or falling outside their scope will not form part of the final Contract.

A. RATIONALE

Please provide general comments on the TOR of importance for the successful execution of services, in particular its objectives and expected results, thus demonstrating the degree of understanding of the Contract and fulfilment of DCA needs and requirements. This does not have to be a separate description if built into the different sections below.

B. SERVICES

1. In section 3 'Scope of the Services' in the TORs a list of minimum requirements is listed regarding: services; bookings and tickets; invoice and payments; data and reports; and tracking travellers. Please describe per section, how the Travel Agent intends to meet the defined minimum requirements. If a minimum requirement cannot be met or alternative is suggested, please describe reasons why and how it contributes to the objectives and expected results of the contract defined in the TOR.
2. Explain how the Travel Agents services meet requirements by 'demanding customers'.
3. Propose the best and most low-cost payment/credit set-up that allows DCA to make monthly payments and not per individual invoice covering each booking reference. The cost for the proposed payment set-up shall be listed in the Tender Submission Form.
4. Reducing CO2 emissions on travel (flights) is a key strategy objective for DCA and in section 3.2 c. we request that ticket quotes include 'low CO2 emission' to facilitate reduced CO2 emissions. Can this be provided and how can it be provided? Does the Travel Agent have specific recommendations for how to best include 'low CO2 tickets' as part of the quote request, which will balance the costs of a ticket against CO2 reductions?
5. Please describe how the Travel Agents system can ensure compliance with Fly America Act when requesters submit a ticket request, and how the requirements in the 'Fly America Compliance Process between DCA and the Travel Agent' can be applied and adhered to. If the Travel Agent does not have a set-up to meet Fly America Compliance, please describe in brief how a system could be set-up and how this set-up will meet the DCA needs for compliance to the Fly America Act.
6. Please provide a list of special fare agreements and relevant airlines servicing the DCA top 30 destinations listed in Annex 8.
7. Please provide a short description of the proposed online booking system for travellers being able to book tickets within Europe. Describe the structure, functionalities, features, user friendliness and specifically the advantages and limitations of the system.

C. EXAMPLES OF ROUND-TRIP QUOTES AND DATA REPORTS

1. With the Tender, please submit three flight ticket quotes per described Travel Roundtrip Descriptions in Annex 7. The three quotes per trip, shall demonstrate understanding of the relevant requirements listed in Section 3.2. If a quote or any other aspect of the destination, route, transits, etc. needs further explanation, please submit this also.
2. With the Tender, please submit an example of a Travel Data Report and an Environmental Report. If the data/reports are available online please describe how DCA can access the required data and draw/print reports.
3. Describe how the Travel Agent calculates CO2 emissions.

D. ACCOUNT MANAGEMENT

1. Provide a detailed description of the account management set-up, describing how the potential DCA Account will be managed by the Travel Agent. This including structure, roles and

responsibilities, timeframes and adherence to the DCA Business Travel Guide. Please suggest the no. of Travel Consultants to be assigned the DCAs account.

2. Please describe how the suggested account management set-up will ensure that DCA travel will be managed in a cost and time efficient manner – contributing to the overall objective of the contract.

E. BOOKING FLOW AND SYSTEM

1. Provide a detailed description of the suggested booking flow and system managing the booking flow, indicating the booking process from DCA staff obtaining three quotes till the ticket is used for the final destination. Include the relevant sections of the TOR and explain how minimum requirements are built into the booking flow and system. Please also describe how roles and responsibilities are divided between DCA travellers and the Travel Agent.
2. Describe how the suggested booking flow and set-up will ensure that DCA travel will be managed in a cost and time efficient manner – contributing to the overall objective of the contract.
3. Please provide a short description of the proposed online booking system which allows DCA travellers to book own ticket for destinations in Europe. Describe the structure, functionalities, features, user friendliness and specifically the advantages and limitations of the system, and how to minimize risks of e.g. user errors.
4. Please submit the Travel Agents 'Traveller Profile Form' and 'Travel Request Form' or share link to demo's.

F. DATA INTEGRATION WITH INTERNATIONAL SOS.COM (ISOS)

1. Please describe any barriers to the integration between the Travel Agents system(s) and ISOS, and confirm the finalisation of the integration within the first months of the Contract period.
2. If DCA in future does not make use of ISOS's services anymore, can the Travel Agent provide a 'real time traveller data' set-up on traveller's location? This to enable DCA management to see the location of DCA staff who are traveling (the destination/airport where they last landed)?

G. PACKAGE TOURS

1. Please describe the Travel Agents experiences with providing package tours and the services involved, especially for Danish schools and their students traveling to developing counties with a NGO.
2. Please describe which of the requirements in the TOR and the proposed set-up for Package Tours can be fulfilled and which the Travel Agent cannot fulfil. Please suggest solutions or alternatives if a requirement cannot be met or a better solution is proposed.
3. Does the Travel Agent have pre-set minimum no. of sold Package Tour for a Package Tour to be carried out? (besides the min. no. defined by flight companies)
4. Does the Travel Agent have a min. of weeks/days as deadline for all services and activities to be settled and put up for sale, before departure?
5. Please submit an example on how the Travel Agent calculate fee(s) charged the travellers based on a package tour costing 10.000 DKK for 3 travel services/activities and 8 days of travel.
6. Does the Travel Agent have inputs or objections to the proposed cancellation set-up?
7. Please describe the Travel Agents cancellation policy, including all cost schemes, and how the proposed cancellation policy ensures a minimum loss for DCA and travellers.
8. Does the Travel Agent accept or partly accept the proposed set-up in section 4.h in the TOR. Please elaborate.
9. DCA propose a 15 % deposit for payment upon booking and the remaining to be paid 65 days in advance of the departure date. Is that agreeable to the Travel Agent?
10. We also seek a set-up where an already booked ticket can be transferred to another traveller, is that possible and under what conditions?
11. Please list the airline companies for which the Travel Agent has partnerships regarding administration of Package Tours.

H. KEY PERSONELL

1. The Tenderer shall include a general description of the role and duties as per job description: Key Account Manager and Travel Consultants assigned the DCA account, incl. Package Tours. This description shall also include the Travel Agents minimum requirements to the Key Personnel's years of experience working with NGO travel and level of education.

2. Please submit detailed CVs for the Key Account Manager and the Travel consultants who will be assigned to the DCA account, including Package Tours.

I. SUSTAINABILITY AND ENVIRONMENTAL POLICIES AND STRATEGIC GOALS

Human Rights, sustainability, due diligence and protecting the environment stands central to DCA. Thus, it is important for DCA that our contractors live up to international Human Rights and Labour standards and have focus on the environment, CO2 reductions and sustainability in general.

If any, please describe how the Travel agent work with CSR, Environment, CO2 reduction and sustainability. Please attach (or provide links) to relevant policies and strategies in place, ESG- or other sustainability reports, and related certificates or proof of memberships (e.g. Global Compact reports, SA8000, ISO standards/certifications).

J. ADDITIONAL SERVICES

- If the Travel Agent can provide relevant additional services, please describe which and how it's relevant for DCA. Any cost of additional services shall be included in Annex 3 Tende Submission Form.

ANNEX 3: TENDER SUBMISSION FORM

When filling in below table, please note:

1. The Contracting Authority does not accept fee's quoted in percentage, except cancellation insurance and package tour fee;
2. If the Travel Agent charges a fee for a service not already listed in the below table, this fee shall be inserted in the form by the Travel Agent.
- 3: If no cost applicable, please indicate NA.

The financial proposal for the required services is as follows:

Fee-based Prices:	Fee price in DKK or EUR (Ex VAT):	Annual fee in DKK or EUR (Ex VAT)	Travel Agents Comment:
General			
Domestic flights per booking reference One way			
Domestic flights per booking reference Return			
Inter-Scandinavia flights per booking reference One-way			
Inter-Scandinavia flights per booking reference Return			
Europe Flights per booking reference One way			
Europe Flights per booking reference Return			
Overseas / international flights per booking reference One-way			
Overseas / international flights per booking reference Return			
24-hour hotline service per call or annual fee			
Booking of seats, luggage, meal etc. for low-fare flight companies where this must be booked separately			
Group travel booking per booking reference			
Cancellation of booked ticket per booking reference			
Change of booked ticket per booking reference			
Fee for sending invoice reminder			
Crediting per booking reference			
Visa handling fee			
Fly America Act booking management			

Train reservation fee per booking reference			
Car reservation per booking reference			
Hotel reservation per booking reference			
Mandatory EU liability insurance per ticket			
Cancellation insurance <i>Cost can be quoted in a percentage of the value of the ticket</i>			
Administration fee for bonus point/frequent flyer management.			
Annual account management fee			
Provision of quarterly / biannual reports			
Annual fee for Online booking system			
One-time fee for set-up of data integration with ISOS			
Monthly fee for ISOS data integrations			
Package Tours			
Admin fee per booking <i>(specify if fixed fee or a % of the daily cost of the package tour)</i>			
Cancellation fee			
Transfer of ticket to another traveller			
Travel Agent to insert any other fee/costs not mentioned above			

Fees/cost not listed above will not form part of the Contract and will not be liable for payment.

Other relevant information:

COMPANY INFORMATION	
Company (legal name)	
Street name and no.	
Postal code	
City	
Phone no.	
Email	
Website	
Director (name)	
Countries with registered office(s):	
Licensing authority	
CVR no/ Registration no with relevant authority	
Other relevant information:	
REFERENCES <i>(can also be listed in the Organisation & Methodology)</i>	

Name and country of customer	NGO or Corporate	Contact name and details

Please include details of the experience and past performance on contracts of a similar nature within the past five years and information on other contracts in hand and/or future commitments including details of the actual and effective participation in each of such contracts, description of the Tenderers assignments and periods of engagement.

The tender proposal is valid for a period of 60 days after the closing date in accordance with the article A.12. Validity.

After having read your Tender Dossier no. 'DCA Travel Agent Contract' dated 10.04.2025, and after having examined the Tender Dossier, I/we hereby offer to execute and complete the services in conformity with all conditions in the Tender Dossier for the fees indicated in our financial proposal.

On behalf of the company I/we hereby:

- Accept, without restrictions, all the provisions in the Tender Dossier including the General Terms and Conditions for Service Contracts – Ver3 2020 and the Draft Service Contract including all annexes.
- Provided that a contract is issued by the Contracting Authority I/we hereby commit to perform all services described in the Terms of Reference, Annex 1, and further described in our Organisation and Methodology Annex 2.
- Certify and attest compliance with eligibility criteria of article 33 of the General Terms and Conditions for Service – Ver3 2020.
- Certify and attest that no employees or the company itself are or have been associated with or involved in any form of terrorism activities, have not provided support to individuals or organisations that support terrorism activities, and/or is not involved in the provision of arms to individuals or organisations involved in terrorism.
- Certify and attest compliance with the Code of Conduct for Contractors in Annex 5.

The above declarations will become an integrated part of the Contract and misrepresentation will be regarded as grounds for termination.

Signature, date and stamp:

Signed by:

The Tenderer

Name of the company:

Address:

Telephone no.:

Email:

Name of contact person:

ANNEX 4: GENERAL TERMS AND CONDITIONS FOR SERVICE CONTRACTS – VER3 2020

1. DEFINITIONS

In these general terms and conditions:

- a) "contract" is the agreement entered into by the Contracting Authority and the Contractor for the performance of the services described in the terms of reference, to which these general terms and conditions are made applicable; the contract is constituted of the documents listed in the Service Contract.
- b) The Contracting Authority's "partners" are the organisations to which the Contracting Authority is associated or linked;
- c) "personnel" is any person assigned by the Contractor to the performance of the services or any part hereof, whether through employment, sub-contracting or any other agreement; and "key experts" are those members of the personnel whose involvement is considered instrumental in the achievement of the contract objectives;
- d) "beneficiary country" is the country where the services are to be performed, or where the project to which the services relate is located.

2. RELATIONS BETWEEN THE PARTIES

Nothing contained in the contract shall be construed as establishing a relation of master and servant or of agent and principal as between the Contracting Authority and the Contractor. Except if otherwise provided in the contract, the Contractor shall under no circumstances act as the representative of the Contracting Authority or give the impression that the Contractor has been given such authority. The Contractor has complete charge of the personnel and shall be fully responsible for the services performed by them.

3. SCOPE OF SERVICES

The scope of the services including the methods and means to be used by the Contractor, the results to be achieved by him and the verifiable indicators are specified in the Terms of Reference. The Contractor shall be responsible for everything which is required for the performance of the services in accordance with what is specified in the contract, or which must otherwise be regarded as forming part of the services.

4. COMPLIANCE WITH LAWS AND RESPECT OF TRADITIONS

The Contractor shall respect and abide by all laws and regulations in force in the beneficiary country and shall ensure that its personnel, their dependants, and its local employees also respect and abide by all such laws and regulations. The Contractor shall indemnify the Contracting Authority against any claims and proceedings arising from any infringement by the Contractor, its personnel and their dependants of such laws and regulations.

The Contractor, its personnel and their dependants shall respect human rights and undertake not to offend the political, cultural and religious practices prevailing in the beneficiary country.

5. CODE OF CONDUCT

The Contractor shall at all times act loyally and impartially and as a faithful adviser to the Contracting Authority and shall perform the services with due care, efficiency and diligence, in accordance with the best professional practice.

6. DISCRETION AND CONFIDENTIALITY

The Contractor shall treat all documents and information received in connection with the contract as private and confidential, and shall not, save in so far as may be necessary for the purposes of the performance thereof, publish or disclose any particulars of the contract without the prior consent in writing of the Contracting Authority. It shall, in particular, refrain from making any public statements concerning the project or the services without the prior approval of the Contracting Authority,

7. CONFLICT OF INTEREST

The Contractor shall refrain from engaging in any activity which conflicts with his obligations towards the Contracting Authority under the contract.

The Contractor shall take all necessary measures to prevent or end any situation that could compromise the impartial and objective performance of the Contract. Such conflict of interests could arise in particular as a result of economic interest, political or national affinity, family or emotional ties, or any other relevant connection or shared interest. Any

conflict of interests which could arise during performance of the Contract must be notified in writing to the Contracting Authority without delay. The Contractor shall replace, immediately and without compensation from the Contracting Authority, any member of its personnel exposed to such a situation.

8. CORRUPT PRACTICES

The Contractor and the personnel shall refrain from performing, condoning or tolerating any corrupt, fraudulent, collusive or coercive practices, whether such practices are in relation with the performance of the contract or not. "Corrupt practice" means the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value as an inducement or reward for doing or forbearing to do any act in relation to the contract or any other contract with the Contracting Authority, or for showing favour or disfavour to any person in relation to the contract or any other contract with the Contracting Authority.

The payments to the Contractor under the contract shall constitute the only income or benefit it may derive in connection with the contract and neither it nor its personnel shall accept any commission, discount, allowance, indirect payment or other consideration in connection with, or in relation to, or in discharge of, its obligations under the contract.

The execution of the contract shall not give rise to unusual commercial expenses. Unusual commercial expenses are commissions not mentioned in the contract or not stemming from a properly concluded contract referring to the contract, commissions not paid in return for any actual and legitimate service, commissions remitted to a tax haven, commissions paid to a recipient who is not clearly identified or commission paid to a company which has every appearance of being a front company.

The Contractor further warrants that no official of the Contracting Authority and/or their partner has received or will be offered by the Contractor any direct or indirect benefit arising from this Contract.

9. JOINT VENTURE OR CONSORTIUM

If the Contractor is a joint venture or a consortium of two or more legal persons, all such persons shall be jointly and severally bound to fulfil the terms of the contract. The person designated by the joint venture or consortium to act on its behalf for the purposes of this contract shall have the authority to bind the joint venture or consortium.

For the purposes of performance of the contract, the joint venture or consortium shall act as, and be considered, a single person and in particular, shall have bank account opened in its name, shall submit to the Contracting Authority single guarantees if required, and shall submit single invoices and single reports.

The composition of the joint venture or a consortium shall not be altered without the prior written consent of the Contracting Authority.

10. SPECIFICATIONS AND DESIGNS

The Contractor shall prepare all specifications and designs using accepted and generally recognised systems acceptable to the Contracting Authority and taking into account the latest design criteria.

11. INFORMATION

The Contractor shall furnish the Contracting Authority, or any person authorised by the Contracting Authority with any information relating to the services and the project as the Contracting Authority may at any time request.

12. REPORTS

The frequency, deadlines, format and contents of the reports to be drawn up by the Contractor in relation to the performance of the contract shall be described in the Terms of Reference.

13. CONTRACTOR'S PERSONNEL

13.1. The Contractor shall employ and provide such qualified and experienced personnel as are required to carry out the services, and the Contractor shall be responsible for the quality of the personnel.

The names, outputs, duties and CVs of key experts and the titles, job descriptions, minimum qualifications, estimated periods of engagement in the carrying out of the services of each of the personnel and key

experts are described in the Organisation and Methodology part of the contract. The Contractor must inform the Contracting Authority of all non-expert personnel it intends to use for the implementation of the contract. The Contracting Authority shall have the right to oppose the Contractor's choice of personnel.

13.2. No changes shall be made in the personnel without the prior consent of the Contracting Authority. The Contractor shall provide a replacement with at least equivalent qualifications and experience and acceptable to the Contracting Authority if:

a) on account of death, sickness or accident, a member of the Personnel is unable to continue providing his services,

b) any member of the personnel is found by the Contracting Authority to be incompetent in discharging or unsuitable for the performance of his duties under the Contract,

c) for any reasons beyond the control of the Contractor, it becomes necessary to replace any member of the Personnel.

The request for replacement must be made in writing and state the reason therefore. The Contractor shall proceed swiftly with the request and propose a replacement with at least equivalent qualifications and experience. The remuneration to be paid to the replacement cannot exceed that received by the replaced member of the personnel.

Failure by the Contractor to propose a replacement for a key expert satisfactory to the Contracting Authority, shall give the right to the Contracting Authority to terminate the contract.

Additional costs arising out of a replacement shall be borne by the Contractor.

13.3. Working hours

The days and hours of work of the Contractor or/and its personnel in the beneficiary country shall be fixed on the basis of the laws, regulations and customs of the beneficiary country and the requirements of the services.

13.4. Leave entitlement

Any taking of holiday leave by the personnel during the period of implementation of the contract must be at a time approved by the Contracting Authority.

Overtime, sick leave, pay and holidays leave pay are deemed to be covered by the Contractor's remuneration.

14. SUB-CONTRACTING

Except from the subcontractors listed in the contract, the Consultant shall not subcontract to nor engage another independent contractor to perform any part of the services without the prior written consent of the Contracting Authority. Subcontractors must satisfy the eligibility criteria applicable for the award of the contract.

The Contracting Authority shall have no contractual relations with the subcontractors. The provisions of the contract, including these general terms and conditions, and in particular article 13.2 shall, where practicable, apply to the subcontractors and their personnel.

15. LIABILITY

At its own expense, the Contractor shall indemnify, protect and defend, the Contracting Authority, its agents and employees, from and against all actions, claims, losses or damages arising from any act or omission by the Contractor in the performance of the services, including any violation of any legal provisions, or rights of third parties, in respect of patents, trademarks and other forms of intellectual property such as copyrights.

Approval by the Contracting Authority of the Contractor's reports and issue of Completion Certificate shall not relieve the Contractor of its liability and shall not prevent the Contracting Authority from claiming damages.

The Contractor shall remain liable for any breach of its obligations under the contract for such period after the services have been performed as may be determined by the law governing the contract (the "liability period"). This time limit does not however apply when the damage arises from gross negligence or wilful misconduct of the Contractor.

During the liability period, or as soon as practicable after its expiration, the Contractor shall, at its expense, upon instruction of the Contracting Authority, remedy any deficiencies in the performance of the services. In case of default on the part of the Contractor to carry out such

instructions, the Contracting Authority shall be entitled to hire another contractor to carry out the same, at the Contractor's expense.

16. INSURANCE

Within 20 days of signing the contract, the Contractor shall take out and maintain, at its own cost, a full indemnity insurance policy covering its professional liability under the contract and article 15 above, from the commencement date and until the end of the liability period.

Within 20 days of signing the contract, the Contractor shall take out and maintain a full indemnity insurance policy for a sum up to the higher of the maximum amount foreseen by the legislation of the country of the Contracting Authority and the amount foreseen by the legislation of the country in which the Contractor has its headquarters and covering, during the period of implementation of the contract, the following risks:

- a) loss of or damage to property purchased with funds provided under the contract, or produced by the Contractor;
- b) loss or damage to equipment, material and office facilities made available to the Contractor by the Contracting Authority;
- c) civil liability for accidents caused to third parties arising out of acts performed by the Contractor, its personnel and their dependents;
- d) employer's liability and workers' compensation in respect of the personnel as well as sickness, accident or death affecting the personnel and their dependents, including the cost of repatriation on health grounds;
- e) such other insurance as required by the laws in force in the beneficiary country.

Prior to the commencement date, the Contractor shall provide evidence to the Contracting Authority that the above insurances have been effectuated. During execution of the contract, the Contractor shall, when required, provide the Contracting Authority with copies of the insurance policies and the receipts for payment of premiums.

17. INTELLECTUAL AND INDUSTRIAL PROPERTY RIGHTS

All reports and data such as maps, diagrams, drawings, specifications, plans, statistics, calculations, databases, software and supporting records or materials acquired, compiled or prepared by the Contractor in the performance of the contract shall, with the copyright thereto, be the absolute property of the Contracting Authority. The Contractor shall, upon completion of the contract, deliver all such documents and data to the Contracting Authority. The Contractor may not retain copies of such documents and data and shall not use them for purposes unrelated to the contract without the prior written consent of the Contracting Authority.

The Contractor shall not publish articles relating to the services or refer to them when carrying out any services for others, or divulge information obtained from the Contracting Authority, without the prior written consent of the Contracting Authority.

18. RECORDS

The Contractor shall keep separate, accurate and systematic records and accounts in respect of the services in such form and detail as is customary in the profession and sufficient to establish accurately that the number of working days and the actual reimbursable expenditure identified in the Contractor's invoice(s) have been duly incurred for the performance of the services.

For a fee-based contract, timesheets recording the days worked by the Contractor's personnel must be maintained by the Contractor. The timesheets must be approved by the Contracting Authority or any person authorised by the Contracting Authority or the Contracting Authority itself on a monthly basis. The amounts invoiced by the Contractor must correspond to these timesheets. In the case of long-term experts, these timesheets must record the number of days worked. In the case of short-term experts, these timesheets must record the number of hours worked. Time spent travelling exclusively and necessarily for the purpose of the Contract may be included in the numbers of days or hours, as appropriate, recorded in these timesheets.

Such records must be kept for a 7-year period after the final payment made under the contract. These documents comprise any documentation concerning income and expenditure and any inventory, necessary for the checking of supporting documents, including timesheets, plane and transport tickets, pay slips for the remuneration paid to the experts and invoices or receipts for reimbursable expenditure. Failure to maintain such records constitutes a breach of contract and will result in the termination of the contract.

19. OBLIGATIONS OF CONTRACTING AUTHORITY

19.1. The Contracting Authority shall provide the Contractor as soon as possible with any information and/or documentation at its disposal which may be relevant to the performance of the contract.

On all matters properly referred to it in writing by the Contractor, the Contracting Authority shall give its decisions so as not to delay the services, and within a reasonable time.

19.2. The contract shall specify whether the Contracting Authority is to provide the Contractor with equipment, facilities, counterpart personnel or specific assistance, and shall detail under which conditions. If the provision of such agreed counterpart personnel, equipment, facilities and assistance is delayed or not forthcoming, the Contractor shall endeavour to perform the Services as far as is possible. The parties shall agree on how the affected parts of the services shall be carried out, and the additional payments, if any is due, to be made by the Contracting Authority to the Contractor as a result of additional expenditures.

20. CONTRACT PRICE AND PAYMENTS

Contracts are either "global price" or "fee-based".

20.1. Fee-based contract

In consideration of the services performed by the Contractor under the contract, the Contracting Authority shall make to the Contractor such payments of fees and such reimbursement of costs as provided in the contract.

Fees shall be determined based on time actually spent by the key experts in the performance of services at the fee rates specified in the contract. Fee rates are deemed to remunerate all the activities of the Contractor in the performance of the services and to cover all expenses and costs incurred by the Contractor which are not included in the agreed reimbursable costs.

The Contracting Authority shall reimburse to the Contractor the reimbursable costs and expenses specified in the contract, actually and reasonably incurred in the performance of the services.

Costs and expenses which are not mentioned in the contract shall be deemed covered by the overhead of profit included in the fees.

The currency of payments of fees and reimbursable costs and applicable exchange rates are set out in the contract.

20.2. Global price contract

The global price covers both the Contractor's and its personnel's fees and all expenses to be incurred for the performance of the contract. The global price is in consideration for all obligations of the Contractor under the contract and all matters and things necessary for the proper execution and completion of the services and the remedying of any deficiencies therein.

20.3. Revision

Unless otherwise stipulated in the contract, the global price of a global price contract and the fee rates of a fee-based contract shall not be revised.

20.4. Guarantees

In the case an advance payment for fees and for reimbursable costs (fee-based contract) or a pre-financing payment (global price contract) is agreed in the contract, its payment by the Contracting Authority shall be subject to the prior presentation by the Contractor to the Contracting Authority of an approved performance security, advance payment or pre-financing guarantee, if so agreed and under the conditions specified in the Service Contract.

20.5. Conditions of Payment

Payments will be made by the Contracting Authority with the frequency, instalments, time limits, amounts and currencies, and under the conditions, in particular on the contents of invoices, specified in the special conditions of the contract. Payment of the final balance shall be subject to performance by the Contractor of all its obligations under the contract and the issue by the Contracting Authority of the completion certificate described in article 25.

20.6. Late payment

If the time periods laid down for payments by the Contracting Authority have been exceeded by more than two months and where the Contracting Authority cannot invoke a case of suspension or withholding of payments provided for in these terms and conditions, the Contractor may claim interest calculated on any amount due, prorata on the number of days of delay at the official bank rate of the beneficiary

country (if amounts due are in the currency of that country), or at the rate applied by the European central bank (where amounts due are in Euro), plus 2% per year.

21. DELAYS IN PERFORMANCE

If the Contractor does not perform the services within the period of implementation specified in the contract, the Contracting Authority shall, without formal notice and without prejudice to its other remedies under the contract, be entitled to liquidated damages for every day, or part thereof, which shall elapse between the end of the period of implementation specified in the contract and the actual end of the period of implementation.

The daily rate for liquidated damages is calculated by dividing the contract value by the number of days of the period of implementation. If these liquidated damages exceed more than 15% of the contract value, the Contracting Authority may, after giving notice to the Contractor:

- a) terminate the contract; and
- b) complete the services at the Contractor's own expense

22. BREACH OF CONTRACT

Either party commits a breach of contract where it fails to discharge any of its obligations under the contract.

Where a breach of contract occurs, the party injured by the breach shall be entitled to the following remedies:

- a) liquidated damages; and/or
- b) termination of the contract.

In any case where the Contracting Authority is entitled to damages, it may deduct such damages from any sums due to the Contractor or call on the appropriate guarantee.

The Contracting Authority shall be entitled to compensation for any damage which comes to light after the contract is completed in accordance with the law governing the contract.

23. SUSPENSION OF PERFORMANCE

The Contractor shall, on the request of the Contracting Authority, suspend the performance of the services or any part thereof for such time and in such manner as the Contracting Authority may consider necessary.

In such event of suspension, the Contractor shall take immediate action to reduce the costs incident to the suspension to a minimum. During the period of suspension, and except where the suspension is due to any default of the Contractor, the Contractor shall be reimbursed for additional costs reasonably and necessarily incurred by it as a result of the suspension.

24. AMENDMENT OF THE CONTRACT

Substantial modifications to the contract, including modifications to the total contract amount, must be made by means of an addendum.

25. Completion Certificate

Upon completion of the services, and once (a) the Contracting Authority has approved the Contractor's completion report, (b) the Contracting Authority has approved the Contractor's final invoice and final audited statement, the Contracting Authority shall deliver a completion certificate to the Contractor.

26. TERMINATION BY THE CONTRACTING AUTHORITY

26.1 The Contracting Authority may terminate the contract after giving a 7 days' notice to the Contractor in any of the following cases:

- a) the Contractor is in breach of its obligations under the contract and/or fails to carry out the services substantially in accordance with the contract;
- b) the Contractor fails to comply within a reasonable time with the notice given by the Contracting Authority requiring it to make good the neglect or failure to perform its obligations under the contract which seriously affects the proper and timely performance of the services;
- c) the Contractor refuses or neglects to carry out instructions given by the Contracting Authority;
- d) the Contractor's declarations in respect of its eligibility (article 33) and/or in respect of article 31 and article 32, appear to have been untrue, or cease to be true;
- e) the Contractor takes some action without requesting or obtaining the prior consent of the Contracting Authority in any case where such consent is required under the contract;

- f) any of the key experts is no longer available, and the Contractor fails to propose a replacement satisfactory to the Contracting Authority;
- g) any organisational modification occurs involving a change in the legal personality, nature or control of the Contractor or the joint venture or consortium, unless such modification is recorded in an addendum to the contract;
- h) the Contractor fails to provide the required guarantees or insurance, or the person providing the underlying guarantee or insurance is not able to abide by its commitments.

26.2 Termination by Contracting Authority for convenience
The Contracting Authority may terminate the contract in whole or in part for its convenience, upon not less than 14 days' notice. The Contracting Authority shall not use this right of termination in order to arrange for the services to be executed by another contractor, or to avoid a termination of the contract by the Contractor.

27. TERMINATION BY THE CONTRACTOR

The Contractor may terminate the contract after giving a 7 days' notice to the Contracting Authority in any of the following cases:

- a) the Contractor has not received payment of that part of any invoice which is not contested by the Contracting Authority, within 90 days of the due payment date,
- b) the period of suspension of the performance of the contract under article 23 has exceeded six months;
- c) the Contracting Authority is in material breach of its obligations under the Contract and has not taken any actions to remedy the same within 30 days following the receipt by the Contracting Authority of the Contractor's notice specifying such breach.

If the Contractor is a natural person, the contract shall be automatically terminated if that person dies.

28. RIGHTS AND OBLIGATIONS UPON TERMINATION

28.1. Upon termination of the contract by notice of either party to the other, the Contractor shall take immediate steps to bring the services to a close in a prompt and orderly manner and in such a way as to keep costs to a minimum.

28.2. If the Contracting Authority terminates the contract in accordance with article 26.1 it may, thereafter, complete the services itself, or conclude any other contract with a third party, at the Contractor's expense.

The Contracting Authority shall, as soon as is possible after termination, certify the value of the services and all sums due to the Contractor as at the date of termination. It shall, subject to article 28.1 and 28.3, make the following payments to the Contractor:

- (a) remuneration pursuant to the contract for services satisfactorily performed prior to the effective date of termination;
- (b) reimbursable costs (if fee-based contract) for costs actually incurred prior to the effective date of termination;
- (c) except in the case of termination pursuant to article 26.1 reimbursement of any reasonable cost incident to the prompt and orderly termination of the contract;
- (d) in case of termination under article 26.2 and 27, reimbursement for the actual and reasonable costs incurred by the Contractor as a direct result of such termination and which could not be avoided or reduced by appropriate mitigation measures.

The Contractor shall not be entitled to claim, in addition to the above sums, compensation for any loss or injury suffered.

28.3. In case of termination of the contract for any reason whatsoever, any pre-financing guarantee which might have been granted to the Contracting Authority under article 20.4, may be invoked forthwith by the Contracting Authority in order to repay any balance still owed to the Contracting Authority by the Contractor, and the guarantor shall not delay payment or raise objection for any reason whatever.

28.4. If the Contracting Authority terminates the contract under article 26.1, it shall be entitled to recover from the Contractor any loss it has suffered up to that part of the contract value which corresponds to that part of the services which has not, by reason of the Contractor's default, been satisfactorily completed.

29. FORCE MAJEURE

Neither party shall be considered to be in breach of its obligations under the contract if the performance of such obligations is prevented by any

circumstances of force majeure which arise after the date of signature of the contract by both parties.

The term "force majeure", as used herein shall mean acts of God, strikes, lock-outs or other industrial disturbances, acts of the public enemy, wars, whether declared or not, blockades, insurrection, riots, epidemics, landslides, earthquakes, storms, lightning, floods, washouts, civil disturbances, explosions, and any other similar unforeseeable events, beyond the control of either party and which by the exercise of due diligence neither party is able to overcome.

A party affected by an event of force majeure shall take all reasonable measures to remove such party's inability to fulfil its obligations hereunder with a minimum of delay.

If either party considers that any circumstances of force majeure have occurred which may affect performance of its obligations it shall notify the other party immediately giving details of the nature, the probable duration and likely effect of the circumstances. Unless otherwise directed by the Contracting Authority in writing, the Contractor shall continue to perform its obligations under the contract as far as is reasonably practicable and shall seek all reasonable alternative means for performance of its obligations which are not prevented by the force majeure event. The Contractor shall not put into effect such alternative means unless directed so to do by the Contracting Authority.

30. APPLICABLE LAW AND DISPUTES

The contract is governed by and shall be construed in accordance with the laws of the Contracting Authority's country.

Any dispute or breach of contract arising under this contract shall be solved amicably if at all possible. If not possible and unless provided in the Service Contract, it shall be settled finally by court decision, which shall be held under the law of the Contracting Authority's country. Any ruling by the court will be final and directly executable in the country of the Contractor.

31. HUMAN RIGHTS AND LABOUR RIGHTS

The Contractor warrants that it, and its affiliates, respect and uphold Human- and Labour Rights defined in national law and in the UN Universal Declaration of Human Rights (1948) and the International Labour Organization Declaration on Fundamental Principles and Rights at Work (1998). Furthermore, the Contractor (and each member of a joint venture or a consortium) warrants that it and its affiliates comply with the UN Convention on the Rights of the Child - UNGA Doc A/RES/44/25 (12 December 1989) with Annex – and that it or its affiliates has not made or will not make use of forced or compulsory labour as described in the Forced Labour Convention C29 and in the Abolition of Forced Labour Convention C105 of the International Labour Organization. Furthermore, the Contractor warrants that it, and its affiliates, respect and uphold basic social rights and working conditions for its employees. Any breach of this representation and warranty, in the past or during the performance of the contract, shall entitle the Contracting Authority to terminate this contract immediately upon notice to the Contractor, at no cost or liability for the Contracting Authority.

32. MINES AND OTHER WEAPONS

The Contractor (and each member of the joint venture or a consortium) warrants that it and its affiliates is NOT engaged in any development, sale, manufacture or transport of anti-personnel mines and/or cluster bombs or components utilized in the manufacture of anti-personnel mines and/or cluster bombs. Furthermore, the Contractor warrants that it and its affiliates are NOT involved in the sale and/or production of weapons which feed into violations of International Humanitarian Law covered by the Geneva Conventions I-IV and Additional Protocols; and the UN Convention on Certain Conventional Weapons (1980). Any breach of this representation and warranty shall entitle the Contracting Authority to terminate this contract immediately upon notice.

33. INELIGIBILITY

By signing the purchase order, the Contractor (or, if a joint venture or a consortium, any member thereof) certifies that they are NOT in one of the situations listed below:

- (a) They are bankrupt or being wound up, are having their affairs administrated by courts, have entered into an agreement with creditors, have suspended business activities, are the subject of proceedings concerning house matters, or are in any analogous situation arising from a similar procedure provided for in national legislation or regulations;
- (b) They have been convicted of an offence concerning their professional conduct by a judgement that has the force of *res judicata*;

- (c) They have been guilty of grave professional misconduct proven by any means that the Contracting Authority can justify;
- (d) They have not fulfilled obligations relating to the payment of social security contributions or payment of taxes in accordance with the legal provisions of the country in which they are established or with those of the country of the Contracting Authority or those of the country where the contract is to be performed;
- (e) They have been the subject of a judgement that has the force of *res judicata* for fraud, corruption, involvement in a criminal organisation or any other illegal activity detrimental to the Contracting Authority or the European Communities' financial interests;
- (f) Following another procurement procedure or grant award procedure financed by the European Community budget or following another procurement procedure carried out by the Contracting Authority or one of their partners, they have been declared to be in serious breach of contract for failure to comply with their contractual obligations.
- (g) He has been guilty of creating an entity under a different jurisdiction with the intent to circumvent fiscal, social or any other legal obligations of mandatory application in the jurisdiction of his registered office, central administration or principal place of business.
- (h) They are involved in terrorism activities, providing support to individuals or organizations that support terrorism activities, condone the use of terrorism or involved in the provision of arms to individuals or organizations involved in terrorism.
- (i) They are on a list of sanctioned parties issued by United States government, UN, EU or other government issued terrorism and sanction lists.

34. CHECKS AND AUDITS

The Contractor shall permit the Contracting Authority or its representative to inspect, at any time, records including financial and accounting documents and to make copies thereof and shall permit the Contracting Authority or any person authorized by it, including the European Commission, the European Anti-Fraud Office and the Court of Auditors in case the contract is financed by the European Community budget, at any time, to have access to its financial accounting documents and to audit such records and accounts both during and after the provision of the services. In particular, it may carry out whatever documentary or on-the-spot checks it deems necessary to find evidence in case of suspected unusual commercial expenses

35. LIABILITY

Under no circumstances or for no reason whatsoever will the Back donor entertain any request for indemnity or payment directly submitted by the (Contracting Authority's) Contractors.

36. DATA PROTECTION

If the Contracting Authority is subject to EU Directive 95/46/EC (General Data Protection Regulation) and the Contractor is processing personal data in the context of submitting an offer (e.g. CVs of both key and technical experts) and/or implementation of a contract (e.g. replacement of experts) the Contractor shall do so accordingly to EU Directive 95/46/EC (General Data Protection Regulation) and inform the data subjects of the details of the processing and communicate the Contracting Authority's Privacy Policy to them.

Annex 5:



CODE OF CONDUCT FOR CONTRACTORS

ETHICAL PRINCIPLES AND STANDARDS

By this **Code of Conduct**, the Contracting Authority outlines the ethical principles and standards which contractors are required to follow and uphold. The Contracting Authority is a rights-based organisation that works for people's rights to a dignified life and equality and we expect our contractors to act in a socially responsible manner, with respect for human and Labour rights and the environment. This Code of Conduct are aligned with recommendations from the Danish Ethical Trading Initiative (DIEH)¹, the UN Global Compact principles² and ECHO's Humanitarian Aid Guidelines for Procurement 2011³.

General Conditions

The Code of Conduct is applicable for all contractors who supply goods, services and works to our operations and projects. It defines the expectations to contractors to act in accordance with applicable law and to conduct themselves responsibly, ethically and with integrity. This includes taking appropriate due diligence measures towards minimising adverse impacts on human- and labour rights, environment and anti-corruption principles. By signing the Code of Conduct contractors agree to ensure due diligence and placing ethics central to their business. The provision of the ethical standards constitutes minimum rather than maximum standards. International and national laws shall be complied with, and where the provisions of law and the Contracting Authority's standards address the same subject, the highest standard shall apply. It is the responsibility of the contractor to assure that their contractors and subcontractors comply with the ethical requirements and standards set forth in this Code of Conduct. The Contracting Authority acknowledge that implementing ethical standards and ensuring ethical behaviour in our supply chain is a continuous process and a long-term commitment for which we also have a responsibility. To achieve high ethical standards, we are willing to engage in dialogue and collaboration with our contractors. In addition, we expect our contractors to be open and willing to engage in dialogue. Unwillingness to co-operate or serious violations of the Code of Conduct will lead to rejection of bids or termination of contracts.

Human Rights and Labour Rights

Contractors must protect and promote human- and labour rights and work actively to address issues of concern as they arise. As a minimum they are required to comply with national laws and actively work to secure alignment to international Human and Labour Rights standards and frameworks:

Respect for Human- and Labour Rights (The International Bill of Human Rights, ILO Declaration on Fundamental Principles and Rights at Work and the UN Guiding Principles on Business and Human Rights):

The basic principles of the International Bill of Human Rights are that all human beings are born free and equal in dignity and in rights within all spheres of life. Everyone has the right to life, liberty, dignity, freedom and security of the person. Contractors must not flaunt their responsibility to uphold and promote such rights toward employees, contractors, sub-contractors and the community in which they operate.

Non-exploitation of Child Labour (UN Child Convention on the Rights of the Child, and ILO C138 & C182):

Contractors must not engage in the exploitation of child labour⁴ and contractors must take the necessary steps to prevent the employment

of child labour. A child is defined as a person under the age of 18 and children shall not be engaged in labour that compromise their health, safety, mental and social development, and schooling. Children under the age of 15 (in developing countries 14) may not be engaged in regular work, but children above the age of 13 (in developing countries 12) can be engaged in light work if it does not interfere with compulsory schooling and is not harmful to their health and development.

Employment is freely chosen (ILO C29 & C105):

Contractors must not make use of forced or bonded labour and must respect workers freedom to leave their employer.

Freedom of association and the right to collective bargaining (ILO C87, C98 & C154):

Contractors must recognise workers right to join or form trade unions and bargain collectively and should adopt an open attitude towards the activities of trade unions (even if this is restricted under national law).

Living wages are paid (ILO C131):

As a minimum, national minimum wage standards or ILO wage standards must be met by contractors. Additionally, a living wage must be provided. A living wage is contextual, but must always meet basic needs such as food, shelter, clothing, health care and schooling, and provide a discretionary income⁵.

Non-discrimination in employment (ILO C100 & C111 and the UN Convention on Discrimination against Women):

Contractors must not practice discrimination in hiring, salaries, job termination, retiring, and access to training or promotion - based on race, national origin, caste, gender, sexual orientation, political affiliation, disability, marital status, or HIV/AIDS status.

No harsh or inhumane treatment of employees (ILO C105):

The use of physical abuse, disciplinary punishment, sexual abuse, the threat of sexual and physical abuse, and other forms of intimidation and abuse may never be practiced by contractors.

Working conditions are safe and hygienic (ILO C155 & C168):

Contractors shall provide safe and hygienic working conditions for its employees and put in place adequate measure to prevent accidents and injury to health associated with or occurring in the course of work.

Working hours are not excessive (ILO C1, C14, C30 &, C106):

Contractors must ensure that working hours comply with national law and international standards. A working week of 7 days should not exceed 48 hours and employees must have one day off per week. Overtime shall be compensated, limited and voluntary.

Regular and contractual employment (ILO C143, C183 & C132):

All work performed must be on the basis of a recognised employment relationship via written contracts, established through international conventions and national laws. Contractors shall provide leave, benefit and employment protection, and protect vulnerable group's regular employment under these laws and conventions.

International Humanitarian Law

Contractors linked to armed conflicts or operating in armed conflict settings shall respect civilian's rights under International Humanitarian Law and not be engaged in activities which directly or indirectly initiate, sustain, and/or exacerbate armed conflicts and violations of International Humanitarian Law⁶ as defined in the Geneva Conventions

¹ <https://www.dieh.dk/om-dieh/etisk-handel/hvordan-etisk-handel/dieh-guidelines/>

² <https://www.unglobalcompact.org/what-is-gc/mission/principles>

³ http://ec.europa.eu/echo/files/partners/humanitarian_aid/Procurement_Guidelines_en.pdf

⁴ The definition of Child Labour can be found at: <https://www.unglobalcompact.org/what-is-gc/mission/principles/principle-5> and https://www.ilo.org/dyn/normlex/en/f?p=NORMLEXPUB:12100:0::NO::P12100_ILO_CODE:C138

⁵ Discretionary income is the amount of an individual's income that is left for spending, investing, or saving after taxes and personal necessities (such as food, shelter, and clothing) have been paid.

⁶ This includes pillage/looting which is the unlawful taking of private property for personal or private gain based on force, threats, intimidation, pressure and through

I-IV and Additional Protocols. Contractors are expected to take a 'do no harm' approach to people affected by armed conflict.

Non-Involvement in Weapon- and Criminal Activities

The Contracting Authority advocates for the Ottawa Convention against landmines and the Convention on Cluster Munitions. Contractors shall not engage in any development, sale, manufacturing or transport of anti-personnel mines, cluster bombs or components, or any other weapon which feed into violations of International Humanitarian Law covered by the Geneva Conventions and Protocols.

Contractors shall not be engaged in any illegal or criminal activity and must never be associated with, provide support to or be involved in any terrorist activities.

Protection of the Environment

The Contracting Authority wishes to minimise the environmental damages applied to nature via our procurement activities and we expect our suppliers and contractors to act in an environmentally responsible manner. This involves respecting applicable national and international environmental legislation and acting in accordance with the Rio Declaration on Environment and Development. As a minimum, contractors must never support or be involved in illegal foresting and shall actively address issues related to proper waste management, ensuring recycling, conservation of scarce resources and efficient energy use.

Anti-Corruption

Corruption is by the Contracting Authority defined as the misuse of entrusted power for private gain and it includes bribery, fraud, embezzlement and extortion. The Contracting Authority holds a great responsibility to avoid corruption and ensure high standards of integrity, accountability, fairness and professional conduct in our business relations. Contractors are expected to have the same approach by undertaking good and fair business ethics and practices, take action to prevent and fight corruption, and abide by international conventions as well as international and national laws.

Complaints

Contractors and contractor's employees who are confronted with corrupt practices, violations of human- or labour rights, or any of the standards laid down in this Code of Conduct, are encouraged to file a complaint with the Contracting Authority⁷.

a position of power accomplished due to the surrounding conflict.

⁷ DCA's Complaint Handling System is accessed on our website.

Annex 6: DCA Travel Guidelines

The aim of the travel policy is to make travel administration more efficient and to make sure that all missions are carried out as cheaply as possible, considering the needs of the individual. At the same time, the goal is as far as possible to minimize CO₂ emissions according to DanChurchAid's environment policy. Therefore, it should always be considered whether the trip is necessary or can be replaced by conversations/meetings over, Teams, skype, google talk, go-to meeting – or using other electronic aids.

The guidelines apply to all employees at DanChurchAid, as well as to non-employees travelling for DanChurchAid.

Generally

DCA shall bear the costs of the employee's missions in return for travel expenses and documentation. It is DCA's overall policy that employees should be able to travel at no extra cost to the individual and under reasonable conditions, but at the same time it is true that an employee should not be able to obtain extraordinary benefits through travel business. It should be noted that if the ticket issued changes for private reasons, which are not covered by the insurance, it is the traveller himself who has to pay the costs.

Travel in Denmark

When travelling in Denmark, the standard should be to take the train or other public transport. Exceptions should be approved by the nearest leader.

Travel abroad

When travelling to Sweden and Germany, trains should always be considered as an alternative.

All missions related to conferences, meetings and visits to project and disaster areas shall be scheduled in the employee's group or department and shall be approved by the head of the group or by the Head of Department.

Visa/passport

Expenses for passports are borne by the traveller himself.

For employees with high travel activity, it may be necessary to have two passports. In such cases, DCA pays for passport no. 2. The travel agency is obliged to provide information on visa requirements and special rules for the specific destination. The employee is responsible for applying for a visa and transit **visa** to the destination. DanChurchAid covers the costs.

DanChurchAid ID Card

The DanChurchAid ID card will be required by several airlines at check-in. KLM/Air France and Delta require this card at all their destinations as we travel on discounted tickets.

All travellers must bring their DCA ID card with photo. It is the traveller's own responsibility that the card is updated and that the passport is valid. Please note that some countries require the passport to be valid 6 months after entering the country.

Travel order

Travel must always be approved in advance by the nearest manager. If this is not possible due to travel, holidays or the like, the trip must be approved by the head of department or the executive board.

Travel administration

For booking travel, you must complete the online Travel Booking Form. You can always find the link on intra under Travel. Bookings must be made well in advance and as a general rule no later than 1 month before departure to ensure seat reservation and maximum discount.

Travel is booked primarily through the travel agent in economy class, however low-cost airlines are used where possible. When booking travel, there must be an assessment of the price in relation to the employee's

time spent and expenses. At the same time, each group is asked to consider the number of people sent to solve a task. Expatriate employees can book flights locally themselves, as it is often cheaper.

Changes to travel must be notified to the travel agent as soon as possible. Any cancellation of the ticket before departure **MUST** be made before the time of departure.

All travellers must complete a **personal profile**, which the travel employee is using to book. It records information such as bonus schemes, contact information and special requests for hotel, aircraft seat and the like. The information is inserted into the customer database for greater precision and consistency in the booking process.

It is important that the personal profile is filled in with the traveller's **full name**, as indicated in the passport. If the name does not match, the traveller may be turned away at the airport. The personal profile must be sent signed to the travel coordinator.

Confirmation of reservation

The reservation is confirmed by e-mail with a date for approval of the ticket under the written conditions. Deadline for issuing tickets is always at 14:00 on weekdays. If the date for a deadline falls on a weekend, the deadline is Friday at 14:00. Please note that there is often a deadline on the same day as the order to keep the price down.

The trip **must be** booked at the form for the house employees at Intra in Tools/Manuals under Travel, where also the Personal Profile form is available.

Hotline (Emergency telephone): Outside opening hours. Hotline service tel.: XXX
This service is not charged for DCA staff.

Bonus points and bonus travel

The earnings of bonus points are in connection with missions and the bonus points, etc. belongs to DanChurchAid, and may only be used in connection with missions. Bonus points earned in connection with missions may not be used for private use. Bonus flights can be booked on the same travel form – just write in comments that this is a bonus trip and that you have submitted a travel profile with card no.

The travel agent is obliged to ensure that bonus points etc. are used in order to reduce the DCA's total mission costs. For this purpose, the travel officer must be aware of which bonus points etc. the individual employee has earned.

Bonus points should always be considered as a side win to DCA. Earning bonus points must in no way control employees' shopping habits, including airline selection.

It is allowed to extend your trip to private residence. Any additional price for extending the trip for private purposes must be paid by the employee himself. With regard to the choice of carrier, the traveller must generally accept proposals from DCA for alternative and cheaper air service if this does not bring about a significant change in the travel and schedule.

When extending travel for private stays, it is important that the traveller always discloses how much of the journey is work-related and how much is private. This is important both in terms of payment of Malaria prophylaxis, insurance and per diem. This must be applied both to the travel bill and to the travel agent.

Hotels

The cost of accommodation in a single room with a bath and toilet is reimbursed in middle-class hotels. When visiting Denmark, DCA's own hotel agreements are primarily used. The maximum amount per night may not exceed DKK 1350. Other hotel reservations can be made through partners and their network or through the travel agent reservation system.

Taxa

As a general rule, DanChurchAid's employees do not drive taxi in the Copenhagen area. In exceptional cases, it is possible to use a taxi for example to the airport, if you have to travel very early in the morning and/or do not live near a metro or train station with access to the airport, or if you have to transport a lot of

goods to employees of the office or project you are going to visit. You can receive a taxi receipt at the reception or pay yourself for a refund on the travel bill later. However, it must always be approved by the nearest manager before departure. The use of taxi's in addition is at the employee's own expense.

Car rental/train/ship

When travelling by train/ship, economy class is used. Reservation is possible through travel agency.

Consumption and other expenses

DanChurchAid bears the staff's costs for consumption, i.e. the cost of main meals, including drinks, as well as the cost of refreshments such as coffee, tea and the like outside the main meals according to the DanChurchAid's per diem rules.

(See National Finance Unit - intranet for per Diem rates)

Other expenses such as telephone, tolls, parking, representation, luggage, laundry and the like are reimbursed against documentation in the travel bill. DanChurchAid does not incur any expenses for private, cultural or entertainment purposes. Only to a limited extent are costs accepted without supporting documents, and in these cases a faith-and-law declaration must be completed.

Before commencing travel or posting

DanChurchAid employees can receive medical advice and vaccinations at the Danish Doctors Vaccination Service www.sikkerrejse.dk

The cost of vaccinations is covered by DanChurchAid.

Security

As part of the DanChurchAid's security procedures, all travellers must complete a personal information form, which can be used, among other things, in the event of an accident and critical situations. You will receive this form in HR or you can download from intra and sent it to HR.

REMEMBER to consult "Travel Security Briefings" on the intranet before departure. Here you will find valuable information about general precautions to be taken in connection with security in the country in question, contact information, etc. It is recommended that the traveller print a copy that is carried on the journey.

Insurance

All employees of FKN are covered by travel insurance during official travel in Denmark and abroad. The travel insurance is with RiskPoint and covers from the start of the trip until return.

As proof during the journey of the insurance, each employee can print a "Certificate of Business Travel Insurance". The following amounts of insurance and the Certificate of the Business Travel Insurance can be found on Intra

When booking a trip for either a local employee or an external consultant, extra items must be filled in and sent to Kirsten Bronke.

Emergency Medical Assistance: RiskPoint with Falck as claims handler can be contacted on Phone number +45 70 22 90 67 and e-mail:

Travel payments In Maconomy, the person with the authority to approve **posting will be given the right to post as soon as the ticket is approved, and you have received your** e-ticket

Travel currency and credit cards

Employees can be provided with a reasonable travel advance compared to the length of travel and the country visited. Travel advance booking, like the travel booking itself, must be approved by the nearest manager. The amount will be ordered from GF and will be received through a bank transfer.

Hotel nights are booked as far as possible through partners or DCAs Travel Agent. Hotels of a medium and nice standard can be used. However, you cannot stay in hotels where the cost exceeds the current hotel disposition amount. The current amounts can be stated in the box.

Car rentals are booked as far as possible via partners – otherwise the travel agent can be used.

A medium/medium class car can be rented.

During missions, the employee receives **diets** in accordance with the applicable rules.

Travel settlement

If you have incurred expenses on travels, they must be settled and approved via the ACUBIZ app (ACUBIZ one).

Travel report is agreed with the nearest guardian.

Holidays for missions can be arranged. This should simply be cost neutral for DanChurchAid. In particular it should be remembered that the travel insurance taken out by DanChurchAid in connection with the mission does not cover the holiday in connection with the mission but can be ordered on the booking form.

If on a trip you have a stay over two hours in transit, the economy lounge can be used and settled on travel billing.

Useful advice and angle

Passport, money, medicines, important papers or laptop are carried in hand luggage. All electronics in the luggage will not be covered by our insurance in case of damage or lost luggage. Always bring a number of small notes in local currency.

Further information such as country guides, embassy addresses, climate and attractions can be found on Travel agency website or the Ministry of Foreign Affairs website www.um.dk

ANNEX 7: TRAVEL ROUNDTrip DESCRIPTIONS

Please provide three ticket quotations per travel request below:

Travel Request 1:

Departure: From: Guatemala City To: Juba	Departure date 15.08.2025, arrival in Juba latest by 6 PM* the 16.08.2025.
Further to: From: Juba To: Nairobi	Arrival in Nairobi the 23.03.2025 latest by 6 PM*.
Return: From: Nairobi To: Guatemala City	Departure date from Nairobi the 31.08.2025

Travel Request 2:

Departure: From: Amsterdam To: Bamako	Arrival in Bamako by the 19.08.2025 before 5 PM*.
Return: From: Bamako To: Copenhagen	Departure from Bamako the 30.08.2025

Travel Request 3:

Departure From: Copenhagen To: Erbil	Arrival in Erbil 08.09.2025, no later than at 4 PM*.
Return: From: Erbil To: Copenhagen	Arrival in Copenhagen the 20.09.2025 no later than 10 PM*.

*Local time.

Annex 8: DCA Travel Statistics 2024

FEE OVERVIEW 2024:

Fee	Quantity
Change fee	101
Booking fee	1139
Refunds fee	86
Hotel reservation fee	19

DCA TOP 30 DESTINATIONS 2024:

Destination country	Tickets
Denmark	342
Kenya	127
United Kingdom	94
Zimbabwe	89
Nepal	77
Sudan	66
Uganda	65
Congo The Democratic Rep	61
France	61
Cambodia Riel	54
Thailand	51
Turkiye	49
Poland	45
Switzerland	43
Iraq	36
Belgium	33
Ethiopia	33
Norway	30
Central African Republic	28
South Africa	27
Mali	23
Malawi	21
Rwanda	21
Egypt	20
Moldova	20
Lebanon	18
Italy	17
Vietnam	14
Burkina Faso	13
Germany	13

Annex 9: DCAs Existing Online Traveller Profile

General

Username

Username

Company

DCA

Gender



Greeting

-



First name as in
Passport

First name as in Passport

Surname as in
Passport

Surname as in Passport

Date of birth

Date of birth



Citizenship

Country



Language

Danish (Denmark)



Phone business



Phone private



Mobile



E-mail

kras@dca.dk

☒ Itinerary / e-ticket

Mobile Business
(+452xxxxx)

Mobile Business (+452xxxxx)

Mobile Private
(+452xxxxx)

Mobile Private (+452xxxxx)

Preferences

Seat Request

We do our best to accommodate requests but cannot guarantee them.

Meal Request

Travel documents

Passport(s)

Nationality

Passport no.

Issue date

Issue place

Issue country

Expires

☒ Primary Passport

+ Add new

References

Manager

Annex 10: Fly America Act Compliance Process between DCA and <insert>

This document is put in place to ensure Fly America Act compliance when DCA staff book flight tickets via HQ travel agent <insert>, and the ticket is paid by a US Government donor (exempt USDOD, where different rule applies).

The Fly America Act requires that a US Flag Air Carrier is selected for International Air travel to the extent to which US Flag Air Carrier(s) is available. Justification for flying with a Foreign Air Flag carrier must be based on one of below exemptions and justification will be provided by <insert> via the ticket.

The Process

The travel requester fills in the travel request form and indicates if the flight is paid for by a US Government donor.

<insert> receives the travel request, and if the ticket is paid by a US Government donor, <insert> seek to obtain three ticket quotes with US flag Air Carrier(s) or partly US Flag Air Carrier (one or more legs operated by Foreign Flag Air Carrier), or as a last choice with Foreign Air Carrier(s). Code share with US Flag Air Carrier is allowed, but only if the U.S. Flag Air Carrier's designator code and flight number is identified on the itinerary and ticket/boarding pass (not the Foreign-Flag Air Carriers code).

The requester and <insert> must, in cooperation, find an acceptable ticket. If a US Flag Air carrier is available, but not selected, it must be based on one (or several) of below CFR pre-defined exemptions. <insert> will select which of the below exemptions the ticket falls under.

If no US Flag Air Carrier is available, but an EU based Air Carrier (EU Open Skies Agreement) is available, this must be preferred over non-EU based Foreign Flag Air Carriers.

When a Foreign Flag Air Carrier is used <insert> will indicate in the ticket which of below CFR exemptions the ticket falls under. Each exemption will be shown as an exemption code no. on the ticket, as per below numbering. The ticket thus provides the required certification requirement as defined in CFR 301-10.142 and will be send with the invoice to DCA and uploaded with the Invoice to DCAs ERP System - Maconomy.

If the US Gov. Donor require additional documentation/information than provided via the Invoice and the Ticket, it is the responsibility of the travel requester to compile and submit this documentation with his/her Travel Statement. This is not the responsibility of <insert>.

Exemptions for Selection of Foreign-Flag Air Carrier (CFR 301-10.135/136/137/138)

For International air transportation of persons (and their personal effects) a Foreign Flag Air Carrier service was selected based on one or several of the exemptions below:

1. EU based Air Carrier(s) under the EU [Open Skies Agreement](#) with the US Government
(incl. Norway and Iceland, due to EU Air Treaty). Flight must originate, arrive or stop in an EU country, Norway, or Iceland
2. Swiss, Japanese or Australian Open Skies Agreement with the US Government.
Flying to/from Switzerland/Japan/Australia only.
3. One or more 'legs' on the route was not operated by an US Flag Air Carrier.
4. Services on a foreign air carrier was less than three hours and using a US Flag air Carrier will at least double the travel time.
5. No direct US Flag Air Carrier (no aircraft changes) between US and destination, but the use of the US Flag Air carrier increases the travel time with 24 hours or more.
6. No direct US Flag Air Carrier from origin to destination and the use of US Flag Air Carrier(s) Increases aircraft changes by 2 or more
7. No direct US Flag Air Carrier from origin to destination and the use of US Flag Air Carrier(s) extends travel time by 6 hours or more
8. No direct US Flag Air Carrier from origin to destination and use of US Flag Air Carrier(s) requires a layover of 4 hours or more at an overseas airport
9. US Flag Air Carrier was unavailable.

Note: The cost of a ticket is not accepted as an exception if a US Flag Air Carrier is available.

Additional Exemption (not incl. in ticket set-up <insert>):

10. *A matter of necessity in accordance with CFR 41 301-10.138 [LINK](#)*
Note: Extra documentation from DCA Management is required