

567242-2026 - Konkurrencevilkår

Danmark – Monitoring af olieudslip – Airborne Maritime Pollution Surveillance

OJ S 157/2026 17/08/2026

Udbuds- eller koncessionsbekendtgørelse – standardordningen

Tjenesteydelser

1. Køber

1.1. Køber

Officielt navn: Danish Ministry of Defence Acquisition and Logistics Organisation

E-mail: 00466253@mil.dk

Køberens retlige status: Central regeringsmyndighed

Den ordregivende myndigheds aktivitet: Forsvarsområdet

2. Procedure

2.1. Procedure

Titel: Airborne Maritime Pollution Surveillance

Beskrivelse: This tender concerns a contract for Airborne Maritime Pollution Surveillance. The overall purpose is to limit and mitigate pollution in the Danish waters — territorial sea and the Danish economic exclusive zone (as defined in the Danish act on Protection of the Marine Environment (in Danish: Havmiljøloven) section 5) by performing airborne maritime pollution control and to enforce the Danish act on Protection of the Marine Environment (in Danish: Havmiljøloven). Further information about the characteristics of the airborne maritime pollution control can be obtained from the following sources: — The United Nations Convention on the Law of the Sea; UNCLOS; — The Bonn-Agreement; — The Helsinki Convention (HELCOM); — The DENGERNETH Plan; — The SWEDENGER Plan; — The Copenhagen Agreement. The supplier enters this agreement with DALO as the contracting party, and the inherent tasks are performed by the Danish Defence. The responsibility for pollution response and counter-pollution surveillance of the marine environment rests with the Ministry of Resilience and Preparedness. As such, this agreement may be subject to transfer to the Ministry of Resilience and Preparedness or an agency under the Ministry's purview, such as the Danish Emergency Management Agency. The maritime pollution surveillance is conducted by airborne area coverage of the Danish waters and this is supplemented by satellite based surveillance by European Maritime Safety Agency (EMSA). The Supplier of Airborne Maritime Pollution Surveillance shall overfly areas within the Danish waters — territorial sea and the Danish economic exclusive zone (as defined in the Danish act on Protection of the Marine Environment section 5) two times weekly. The flights shall take place both at day time and at night time and under all weather conditions of common occurrence in the respective areas. Flights will be scheduled by the Supplier. During the flights the Danish waters shall be monitored with the purpose of identifying prospective pollution. Monitoring shall be conducted by means of sensor equipment, which is capable of monitoring the water surface for oil spill etc. The sensor equipment must be made available by the Supplier. During the flights the Supplier shall collect evidence of any observed pollution, hereunder by photo and other documentation and by means of air-drop of oil spill sampling buoys, with the purpose of for example giving the Danish Authorities information to assess the measures to be taken in combating the pollution and providing evidence for further investigation and/or preliminary charges. Specifically the Supplier shall provide the following for airborne maritime pollution

surveillance: — Flight system; — sensor equipment; — air crew and system operators necessary for operating flight system and sensor equipment. The Supplier must prior to commencement undertake extensive practical training of his air crew and system operators. The Supplier must ensure that the system operators are at all times duly qualified and trained to perform the task. The Supplier shall be available for participation in multinational operations on behalf of Denmark. The number of such operations is expected to be up to three per year. Participation in such operations is comparable to the flights as described above. The Supplier shall be available/stand by for the duration of these operations.

Identifikator for proceduren: 06fd6e1d-cd8f-4810-895e-3a00b6f2a921

Udbudsprocedure: Offentligt udbud

Proceduren er en hasteprocedure: nej

Hovedpunkterne i proceduren: As part of its offer, the tenderer must submit the European Single Procurement Document (ESPD). Please note that a tenderer may rely on the capacity of other entities (e.g. a parent or sister company or a subcontractor), irrespective of the legal nature of the relations between the tenderer and the entity or entities on which the tenderer relies. In this case, the tenderer must ensure that an ESPD from the entity or entities on which the tenderer relies is submitted along with the tenderer's own ESPD. The ESPD of the entity or entities in question must include equivalent information. A tenderer may only submit one offer. The tenderer and, if relevant, the participants in the group of entities and/or entities on which the tenderer relies, must use the ESPD, see section 148 of the Danish Public Procurement Act, as preliminary evidence that the participants are not subject to any of the exclusion grounds set out in sections 135 and 136 of the Danish Public Procurement Act, and that the tenderer fulfils the suitability requirements. It is not necessary for the tenderer to sign the ESPD document. If the tenderer is a group of entities (consortiums), the participants not submitting the offer must sign their ESPD document. Any entities relied on must also sign the ESPD.

2.1.1. Formål

Kontraktens hovedformål: Tjenesteydelser

Primær klassifikation (cpv): 90741100 Monitoring af olieudslip

Supplerende klassifikation (cpv): 60424100 Udlejning af fly med besætning

2.1.2. Udførelsessted

By: Karup

Landsdel (NUTS): Vestjylland (DK041)

Land: Danmark

Yderligere oplysninger: The agreement concerns airborne surveillance services over water in connection with airborne maritime pollution surveillance, and does not require performance at a physical address.

2.1.2. Udførelsessted

Land: Danmark

Hvor som helst i det pågældende land

2.1.3. Værdi

Anslået værdi eksklusiv moms: 500 000 000,00 DKK

2.1.4. Generelle oplysninger

Yderligere oplysninger: It is stressed that the voluntary grounds for exclusion in section 137 of the Danish Public Procurement Act do not apply for this procurement, irrespective of whether the text in 'Participation' (which is system-generated) may suggest this. No particular legal form is required. If the agreement is awarded to a group of suppliers (e.g. a consortium), the

participants shall undertake joint and several liability and appoint one supplier to represent the group. The agreement is not divided into lots since a division of the agreement will undermine the economies of scale obtainable by one agreement. It is DALO's assessment that the conclusion of the agreement may be subject to a permit requirement according to the Investment Screening Act (Act No. 842 of 10 May 2021, as amended). For further information in that regard, see the Instructions to Tenderers. It is pointed out that this procedure is subject to Article 5k of Regulation (EU) no. 833/2014, as amended. The provision contains a prohibition against award of contracts to Russian companies and Russian-controlled companies etc. (reference is made to Article 5k, section 1 for the exact delimitation of the operators that are subject to the prohibition). DALO reserves the right at any time during the tender process to require tenderers to prove that they are not subject to the prohibition, for example by requiring documentation regarding the tenderers' and any subcontractors' place of establishment and ownership. As part of the submission of offer, the tenderer must submit a self-declaration on compliance with labour clauses, CSR obligations and international sanctions. In this connection, DALO reserves the right, at any time during the tender process, to let the tenderer rectify a missing or inadequately completed self-declaration. DALO has uploaded a template (available in the electronic tender system) which must be used as declaration. Where groups of entities (e.g. consortiums), including temporary joint ventures, participate jointly in the tender procedure, the self-declaration must be submitted separately for each of the participating entities. DALO reserves the right – but is not obliged – to use the remedies provided for in section 159(5) of the Danish Public Procurement Act if offers do not fulfil the requirements of the tender documents. It should be noted that irrespective of the wording of the requirements of the tender documents to the effect that information, declarations and documentation must be submitted, e.g. concerning a description of the deliverables put up for tender, DALO is not prevented from obtaining additional information, etc., pursuant to section 159(5), cf. section 159(6) of the Danish Public Procurement Act. Prior to decision on award of the agreement, DALO requires that the tenderer to whom DALO intends to award the agreement presents documentation for the information stated in the ESPD, see sections 151-155 of the Danish Public Procurement Act. It is a requirement to indicate the names and professional qualifications of the staff responsible for the execution of the service in the offer. It is a requirement, that the currency of the tenderers offer, shall be either DKK or EURO.

Retsgrundlag:

Direktiv 2014/24/EU

The Danish Public Procurement Act (Act no. 1564 of 15 December 2015, as amended). - The Danish Public Procurement Act implements the Public Procurement Directive (2014/24/EU) in Danish law.

2.1.6. Udelukkelsesgrunde

Kilder til grundlag for udelukkelse: Bekendtgørelse

Korruption: See section 135(1), para (2) of the Danish Public Procurement Act.

Svig: See section 135(1), para (3) of the Danish Public Procurement Act.

Hvidvaskning af penge eller finansiering af terrorisme: See section 135(1), para (5) of the Danish Public Procurement Act.

Deltagelse i en kriminel organisation: See section 135(1), para (1) of the Danish Public Procurement Act.

Terrorhandling eller strafbare handlinger med forbindelse til terroraktivitet: See section 135(1), para (4) of the Danish Public Procurement Act.

Børnearbejde og andre former for menneskehandel: See section 135(1), para (6) of the Danish Public Procurement Act.

Alvorlige forsømmelser i forbindelse med udøvelsen af erhvervet: See section 136, para (4) of the Danish Public Procurement Act.

Afgivelse af urigtige oplysninger, tilbageholdelse af oplysninger, ude af stand til at fremlægge de dokumenter, der anmodes om, eller indhentede fortrolige oplysninger i forbindelse med denne procedure: See section 136(3) of the Danish Public Procurement Act.

Interessekonflikt som følge af deltagelse i udbudsproceduren: See section 136(1) of the Danish Public Procurement Act.

Direkte eller indirekte involvering i forberedelsen af denne udbudsprocedure: See section 136, para (2) of the Danish Public Procurement Act.

Tilsidesættelse af forpligtelser vedrørende betaling af bidrag til sociale sikringsordninger: See section 135(3) of the Danish Public Procurement Act.

Tilsidesættelse af forpligtelser vedrørende betaling af skatter og afgifter: See section 135(3) of the Danish Public Procurement Act.

5. Delkontrakt

5.1. Delkontrakt: LOT-0000

Titel: Airborne Maritime Pollution Surveillance

Beskrivelse: This tender concerns a contract for Airborne Maritime Pollution Surveillance. The overall purpose is to limit and mitigate pollution in the Danish waters — territorial sea and the Danish economic exclusive zone (as defined in the Danish act on Protection of the Marine Environment (in Danish: Havmiljøloven) section 5) by performing airborne maritime pollution control and to enforce the Danish act on Protection of the Marine Environment (in Danish: Havmiljøloven). Further information about the characteristics of the airborne maritime pollution control can be obtained from the following sources: — The United Nations Convention on the Law of the Sea; UNCLOS; — The Bonn-Agreement; — The Helsinki Convention (HELCOM); — The DENGERNETH Plan; — The SWEDENGER Plan; — The Copenhagen Agreement. The supplier enters this agreement with DALO as the contracting party, and the inherent tasks are performed by the Danish Defence. The responsibility for pollution response and counter-pollution surveillance of the marine environment rests with the Ministry of Resilience and Preparedness. As such, this agreement may be subject to transfer to the Ministry of Resilience and Preparedness or an agency under the Ministry's purview, such as the Danish Emergency Management Agency. The maritime pollution surveillance is conducted by airborne area coverage of the Danish waters and this is supplemented by satellite based surveillance by European Maritime Safety Agency (EMSA). The Supplier of Airborne Maritime Pollution Surveillance shall overfly areas within the Danish waters — territorial sea and the Danish economic exclusive zone (as defined in the Danish act on Protection of the Marine Environment section 5) two times weekly. The flights shall take place both at day time and at night time and under all weather conditions of common occurrence in the respective areas. Flights will be scheduled by the Supplier. During the flights the Danish waters shall be monitored with the purpose of identifying prospective pollution. Monitoring shall be conducted by means of sensor equipment, which is capable of monitoring the water surface for oil spill etc. The sensor equipment must be made available by the Supplier. During the flights the Supplier shall collect evidence of any observed pollution, hereunder by photo and other documentation and by means of air-drop of oil spill sampling buoys, with the purpose of for example giving the Danish Authorities information to assess the measures to be taken in combating the pollution and providing evidence for further investigation and/or preliminary charges. Specifically the Supplier shall provide the following for airborne maritime pollution surveillance: — Flight system; — sensor equipment; — air crew and system operators necessary for operating flight system and sensor equipment. The Supplier must prior to

commencement undertake extensive practical training of his air crew and system operators. The Supplier must ensure that the system operators are at all times duly qualified and trained to perform the task. The Supplier shall be available for participation in multinational operations on behalf of Denmark. The number of such operations is expected to be up to three per year. Participation in such operations is comparable to the flights as described above. The Supplier shall be available/stand by for the duration of these operations.

5.1.1. Formål

Kontraktens hovedformål: Tjenesteydelser

Primær klassifikation (cpv): 90741100 Monitorering af olieudslip

Supplerende klassifikation (cpv): 60424100 Udlejning af fly med besætning

5.1.2. Udførelsessted

By: Karup

Landsdel (NUTS): Vestjylland (DK041)

Land: Danmark

Yderligere oplysninger: The agreement concerns airborne surveillance services over water in connection with airborne maritime pollution surveillance, and does not require performance at a physical address.

5.1.2. Udførelsessted

Land: Danmark

Hvor som helst i det pågældende land

5.1.3. Anslået varighed

Varighed: 10 År

5.1.4. Fornyelse

Højeste antal fornyelser: 2

Yderligere oplysninger om fornyelser: The contract has a duration of 6 years. It may be renewed 2 (two) times by 2 (two) years.

5.1.5. Værdi

Anslået værdi eksklusiv moms: 500 000 000,00 DKK

5.1.6. Generelle oplysninger

Dette er et tilbagevendende udbud

Beskrivelse: Expected in 2034.

Reserveret deltagelse:

Deltagelse uden forbehold.

Navnene på og de faglige kvalifikationer for det personale, der skal udføre kontrakten, skal angives: Krav til tilbud

Indkøbsprojekt, der ikke finansieres med EU-midler

Udbuddet er omfattet af aftalen om offentlige udbud (GPA): ja

Dette udbud er også egnet for små og mellemstore virksomheder (SMV'er): ja

Oplysninger om tidligere bekendtgørelser:

ID for den foregående bekendtgørelse: 726554-2023

Yderligere oplysninger: It is stressed that the voluntary grounds for exclusion in section 137 of the Danish Public Procurement Act do not apply for this procurement, irrespective of whether the text in 'Participation' (which is system-generated) may suggest this. No particular legal form is required. If the agreement is awarded to a group of suppliers (e.g. a consortium), the participants shall undertake joint and several liability and appoint one supplier to represent the

group. The agreement is not divided into lots since a division of the agreement will undermine the economies of scale obtainable by one agreement. It is DALO's assessment that the conclusion of the agreement may be subject to a permit requirement according to the Investment Screening Act (Act No. 842 of 10 May 2021, as amended). For further information in that regard, see the Instructions to Tenderers. It is pointed out that this procedure is subject to Article 5k of Regulation (EU) no. 833/2014, as amended. The provision contains a prohibition against award of contracts to Russian companies and Russian-controlled companies etc. (reference is made to Article 5k, section 1 for the exact delimitation of the operators that are subject to the prohibition). DALO reserves the right at any time during the tender process to require tenderers to prove that they are not subject to the prohibition, for example by requiring documentation regarding the tenderers' and any subcontractors' place of establishment and ownership. As part of the submission of offer, the tenderer must submit a self-declaration on compliance with labour clauses, CSR obligations and international sanctions. In this connection, DALO reserves the right, at any time during the tender process, to let the tenderer rectify a missing or inadequately completed self-declaration. DALO has uploaded a template (available in the electronic tender system) which must be used as declaration. Where groups of entities (e.g. consortiums), including temporary joint ventures, participate jointly in the tender procedure, the self-declaration must be submitted separately for each of the participating entities. DALO reserves the right – but is not obliged – to use the remedies provided for in section 159(5) of the Danish Public Procurement Act if offers do not fulfil the requirements of the tender documents. It should be noted that irrespective of the wording of the requirements of the tender documents to the effect that information, declarations and documentation must be submitted, e.g. concerning a description of the deliverables put up for tender, DALO is not prevented from obtaining additional information, etc., pursuant to section 159(5), cf. section 159(6) of the Danish Public Procurement Act. Prior to decision on award of the agreement, DALO requires that the tenderer to whom DALO intends to award the agreement presents documentation for the information stated in the ESPD, see sections 151-155 of the Danish Public Procurement Act. It is a requirement to indicate the names and professional qualifications of the staff responsible for the execution of the service in the offer. It is a requirement, that the currency of the tenderers offer, shall be either DKK or EURO.

5.1.9. Udvalgelseskriterier

Kilder til udvalgelseskriterier: Fælles europæisk udbudsdokument (ESPD)

5.1.10. Tildelingskriterier

Kriterium:

Type: Pris

Navn: Price

Beskrivelse: See tender material.

Kategori for tildelingskriteriet vægt: Vægtning (procentdel, præcis)

Tildelingskriterium talværdi: 60

Kriterium:

Type: Kvalitet

Navn: Quality

Beskrivelse: See tender material.

Kategori for tildelingskriteriet vægt: Vægtning (procentdel, præcis)

Tildelingskriterium talværdi: 40

5.1.11. Tilbudsdokumenter

Sprog, som udbudsdokumenterne er officielt tilgængelige på: engelsk

Adresse på udbudsdokumenterne: <https://www.ethics.dk/ethics/eo#/20cebfe8-bdfc-46da-a6b1-d4dc2a508a2a/publicMaterial>

5.1.12. Tilbudsvilkår

Vilkår for indgivelse:

Elektronisk indgivelse: Påkrævet

Indgivelsesadresse: <https://www.ethics.dk/ethics/eo#/20cebfe8-bdfc-46da-a6b1-d4dc2a508a2a/homepage>

Sprog, som tilbud og ansøgninger om deltagelse kan indgives på: engelsk, dansk

Elektronisk katalog: Ikke tilladt

Alternative tilbud: Ikke tilladt

Tilbudsgivere kan indgive mere end ét tilbud: Ikke tilladt

Frist for modtagelse af tilbud: 22/09/2026 11:00:00 (UTC+00:00) vesteuropæisk tid, GMT

Varighed, hvor tilbuddet skal forblive gyldigt: 8 Måneder

Oplysninger om offentlig iværksættelse:

Sted: The offers will be opened in the electronic procurement system. Tenderers do not have the opportunity to be present when the offers are opened.

Betingelser for kontraktens udførelse:

Udførelsen af kontrakten skal ske inden for rammerne af programmer for beskyttet beskæftigelse: Nej

Vilkår relateret til kontraktens udførelse: The agreement contains requirements regarding labour clause, CSR requirements, international sanctions as well as provisions regarding risk assessment and follow-up actions; reference is made to the tender documents for further information. The agreement includes requirements about information security.

Der kræves en fortrolighedsaftale: nej

Elektronisk fakturering: Påkrævet

Der vil blive anvendt elektronisk bestilling: nej

Der vil blive anvendt elektronisk betaling: ja

Oplysninger om finansiering og betaling: Payment shall take place no later than 30 days after the supplier has forwarded a satisfactory invoice to DALO. The specific payment terms will be included in the tender documents.

5.1.15. Teknikker

Rammeaftale:

Ingen rammeaftale

Oplysninger om det dynamiske indkøbssystem:

Intet dynamisk indkøbssystem

5.1.16. Yderligere oplysninger, mægling og gennemgang

Organisation med ansvar for klager: Klagenævnet for Udbud

Oplysninger om klagefrister: Pursuant to the Danish Consolidation (Act no. 593 of 2 June 2016, as amended) on the Complaints Board for Public Procurement, the following time-limits for filing a complaint apply: 1) 45 calendar days after the contracting entity has published a notice in the Official Journal of the European Union that the contracting entity has entered into an agreement. The deadline is calculated from the day after the day when the notice was published. 2) Thirty calendar days calculated from the day after the day when the contracting entity has notified the candidates concerned that an agreement based on a framework agreement with reopening of competition or a dynamic purchasing system has been entered into if the notification has included an explanation of the relevant grounds for the decision. 3) Six months after the contracting entity entered into a framework agreement calculated from the day after the day when the contracting entity notified the candidates and tenderers concerned,

see section 2(2). The complainant must inform the contracting entity of the complaint in writing not later than simultaneously with the lodging of the complaint to The Complaints Board for Public Procurement stating whether the complaint has been lodged in the standstill period, see section 6(4) of the Act on The Complaints Board for Public Procurement. If the complaint has not been lodged in the standstill period, the complainant must also state whether it is requested that the appeal be granted suspensory effect, see section 12(1). The Complaints Board for Public Procurement's own guidance note concerning complaints is available on the Complaints Boards website.

Organisation, der leverer supplerende oplysninger om udbudsproceduren: Danish Ministry of Defence Acquisition and Logistics Organisation

Organisation, der sikrer adgang til udbudsdokumenterne offline: Danish Ministry of Defence Acquisition and Logistics Organisation

Organisation, der leverer yderligere oplysninger om klageprocedurerne: Konkurrence- og Forbrugerstyrelsen

Organisation, der modtager ansøgninger om deltagelse: Danish Ministry of Defence Acquisition and Logistics Organisation

Organisation, der behandler tilbud: Danish Ministry of Defence Acquisition and Logistics Organisation

8. Organisationer

8.1. ORG-0001

Officielt navn: Danish Ministry of Defence Acquisition and Logistics Organisation

Registreringsnummer: 16-28-71-80

Postadresse: Lautrupbjerg 1-5

By: Ballerup

Postnummer: 2750

Landsdel (NUTS): Københavns omegn (DK012)

Land: Danmark

Enhed: Kenneth Kalsgaard

E-mail: 00466253@mil.dk

Telefon: +45 72815880

Internetadresse: <https://www.fmi.dk>

Denne organisations roller:

Køber

Organisation, der leverer supplerende oplysninger om udbudsproceduren

Organisation, der sikrer adgang til udbudsdokumenterne offline

Organisation, der modtager ansøgninger om deltagelse

Organisation, der behandler tilbud

8.1. ORG-0002

Officielt navn: Klagenævnet for Udbud

Registreringsnummer: 37795526

Postadresse: Toldboden 2

By: Viborg

Postnummer: 8800

Landsdel (NUTS): Vestjylland (DK041)

Land: Danmark

Enhed: Klagenævnet for Udbud

E-mail: klfu@naevneneshus.dk

Telefon: +45 72405600

Internetadresse: <https://naevneneshus.dk/start-din-klage/klagenaevnet-for-udbud/>

Adresse til udveksling af oplysninger (URL) (eDelivery-Gateway): <https://naevneneshus.dk/start-din-klage/klagenaevnet-for-udbud/>

Denne organisations roller:

Organisation med ansvar for klager

8.1. ORG-0003

Officielt navn: Konkurrence- og Forbrugerstyrelsen

Registreringsnummer: 10294819

Postadresse: Carl Jacobsens Vej 35

By: Valby

Postnummer: 2500

Landsdel (NUTS): Byen København (DK011)

Land: Danmark

Enhed: Konkurrence- og Forbrugerstyrelsen

E-mail: kfst@kfst.dk

Telefon: +45 41715000

Internetadresse: <https://www.kfst.dk>

Adresse til udveksling af oplysninger (URL) (eDelivery-Gateway): <https://www.kfst.dk>

Denne organisations roller:

Organisation, der leverer yderligere oplysninger om klageprocedurerne

8.1. ORG-0004

Officielt navn: Merzell Holding ASA

Registreringsnummer: 980921565

Postadresse: Askekroken 11

By: Oslo

Postnummer: 0277

Landsdel (NUTS): Oslo (NO081)

Land: Norge

Enhed: eSender

E-mail: publication@merzell.com

Telefon: +47 21018800

Fax: +47 21018801

Internetadresse: <http://merzell.com/>

Denne organisations roller:

TED eSender

Oplysninger om bekendtgørelsen

Bekendtgørelsens ID: 8cee3141-a60a-4999-b9f3-5050400f3efc - 01

Formulartype: Konkurrencevilkår

Bekendtgørelsestype: Udbuds- eller koncessionsbekendtgørelse – standardordningen

Bekendtgørelsesundertype: 16

Afsendelsesdato for bekendtgørelsen: 14/08/2026 12:43:06 (UTC+00:00) vesteuropæisk tid, GMT

Dato for afsendelse af bekendtgørelsen (eSender): 14/08/2026 12:43:06 (UTC+00:00) vesteuropæisk tid, GMT

Bekendtgørelsens officielle sprog: engelsk

Bekendtgørelsesnummer: 567242-2026

EUT-S-nummer: 157/2026

Offentliggørelsesdato: 17/08/2026