

728212-2024 - Resultater

Danmark – Kondisko – Out - and Indoor Training Shoes

OJ S 232/2024 28/11/2024

Bekendtgørelse om indgåede kontrakter eller koncessionstildeling – standardordningen

Varer

1. Køber

1.1. Køber

Officielt navn: Danish Ministry of Defence Acquisition and Logistics Organisation

E-mail: fmi-sd-la106@mil.dk

Køberens retlige status: Central regeringsmyndighed

Den ordregivende myndigheds aktivitet: Forsvarsområdet

2. Procedure

2.1. Procedure

Titel: Out - and Indoor Training Shoes

Beskrivelse: The Agreement concerns the purchase and delivery of out- and indoor training shoes to the Danish Defence, Danish Emergency Management Agency, and military national teams, and for physical education and training of conscripts and military personnel. The Buyer intends to use the Deliverables (out- and indoor shoes) in Denmark. The training will take place throughout the year primarily outdoor in spring, summer and autumn, and indoor in the winter time. The training shoes will be in use under outdoor training, in forests, on roads, gravel trails, military obstacle courses and indoor shoes will be used in the fitness room or gym. The composition of shoes in the offer is not subject to be of same brand/model. Where "DALO" is stated in the Agreement, this shall mean that only DALO shall be entitled to enforce the relevant provision of the Agreement, even though the Agreement is used by other authorities under the Ministry of Defence.

Identifikator for proceduren: cec9eb8a-04aa-4659-ba7a-3995afa39011

Tidligere bekendtgørelse: c30e9bc7-b141-45db-b23d-264ebe8bbb1e-01

Intern ID: 2023/021558

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. If a tenderer relies on the capacity of other entities, see this contract notice, the candidate shall upon request provide statements of support or other documentation proving that the candidate has access to the necessary economic and financial standing and/or technical and professional capacity, and that the entity referred to has a legal obligation to the candidate. If such documentation is not provided, DALO cannot take into account the economic and financial standing and/or the technical and professional capacity of such entity or entities. DALO has prepared a template (available in the electronic tender system) to be used to confirm the legal obligation.

2.1.1. Formål

Kontraktens hovedformål: Varer

Primær klassifikation (cpv): 18822000 Kondisko

Supplerende klassifikation (cpv): 18800000 Fodtøj

2.1.2. Udførelsessted

Postadresse: Paul Bergsøes Vej 47, port 8-14

By: Glostrup

Postnummer: 2600

Landsdel (NUTS): Københavns omegn (DK012)

Land: Danmark

Yderligere oplysninger: JD Logistik Att. Kasper Ditlev Jacobsen This adress is used when nothing else is stipulated by the buyer in a specific purchase order.

2.1.2. Udførelsessted

Postadresse: Arsenalvej 33

By: Hjørring

Postnummer: 9800

Landsdel (NUTS): Nordjylland (DK050)

Land: Danmark

Yderligere oplysninger: Supply Chain Division (SCD) Munderingshoveddepotet, bygn. 19. The buyer may choose this adress.

2.1.3. Værdi

Anslået værdi eksklusiv moms: 20 000 000,00 DKK

Rammeaftalens maksimumværdi: 60 000 000,00 DKK

2.1.4. Generelle oplysninger

Yderligere oplysninger: The specific value set out in the contract award notice is the evaluation-technical price of the successful offer and thus does not reflect the final value of the contract, nor is DALO obliged to make purchases corresponding to that value. In accordance with section 134a of the Danish Public Procurement Act the contracting entity shall exclude a tenderer from participation in a procurement procedure where the tenderer is established in a country that is included in the EU list of non-cooperative jurisdictions for tax purposes and has not acceded to the WTO Government Procurement Agreement or other trade agreements committing Denmark to open the public procurement market to tenderers established in that country. However, for reasons of overriding public interest, the contracting entity may refrain from excluding a tenderer that is subject to the ground for exclusion. It is stressed, however, that the voluntary grounds for exclusion in section 137 of the Danish Public Procurement Act do not apply for this procurement, irrespective of whether other text in this contract notice 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 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. DALO demands that the tenderer and each of the legal entities on whose economic and financial capacities the tenderer relies undertake joint and several liability for the performance of the agreement. The estimated value of the framework agreement is 20.000.000 DKK, and the maximum value of the agreement is 60.000.000 DKK. The reason for the difference between the stated values is the uncertainty regarding the final value of the agreement, see below. Hence, the estimated value constitutes DALO's most qualified estimate of the value of the agreement at the present moment, while the maximum value constitutes the maximum value of purchases under the agreement in its duration. The uncertainty regarding the final value of the framework agreement is primarily due to the fact that financial resources may be reallocated and/or injected during the term of the framework agreement on the basis of various factors and influences, such as changes in the resources needed or changes in the geopolitical situation. If more funds are allocated than expected, this will likely lead to a larger expenditure under the framework agreement. The offer shall be in the language stated in this contract notice. However, the tenderer may submit the following documentation in Danish: - The offer - Documentation for requirements in Appendix A

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.

5. Delkontrakt

5.1. Delkontrakt: LOT-0000

Titel: Out - and Indoor Training Shoes

Beskrivelse: The Agreement concerns the purchase and delivery of out- and indoor training shoes to the Danish Defence, Danish Emergency Management Agency, and military national teams, and for physical education and training of conscripts and military personnel. The Buyer intends to use the Deliverables (out- and indoor shoes) in Denmark. The training will take place throughout the year primarily outdoor in spring, summer and autumn, and indoor in the winter time. The training shoes will be in use under outdoor training, in forests, on roads, gravel trails, military obstacle courses and indoor shoes will be used in the fitness room or gym. The composition of shoes in the offer is not subject to be of same brand/model. Where "DALO" is stated in the Agreement, this shall mean that only DALO shall be entitled to enforce the relevant provision of the Agreement, even though the Agreement is used by other authorities under the Ministry of Defence.

Intern ID: 2023/021558

5.1.1. Formål

Kontraktens hovedformål: Varer

Primær klassifikation (cpv): 18822000 Kondisko

Supplerende klassifikation (cpv): 18800000 Fodtøj

5.1.2. Udførelsessted

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By: Glostrup

Postnummer: 2600

Landsdel (NUTS): Københavns omegn (DK012)

Land: Danmark

Yderligere oplysninger: JD Logistik Att. Kasper Ditlev Jacobsen This adress is used when nothing else is stipulated by the buyer in a specific purchase order.

5.1.2. Udførelsessted

Postadresse: Arsenalvej 33

By: Hjørring

Postnummer: 9800

Landsdel (NUTS): Nordjylland (DK050)

Land: Danmark

Yderligere oplysninger: Supply Chain Division (SCD) Munderingshoveddepotet, bygn. 19. The buyer may choose this adress.

5.1.3. Anslået varighed

Varighed: 4 År

5.1.5. Værdi

Anslået værdi eksklusiv moms: 20 000 000,00 DKK

Rammeaftalens maksimumværdi: 60 000 000,00 DKK

5.1.6. Generelle oplysninger

Indkøbsprojekt, der ikke finansieres med EU-midler

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

Yderligere oplysninger: The specific value set out in the contract award notice is the evaluation-technical price of the successful offer and thus does not reflect the final value of the contract, nor is DALO obliged to make purchases corresponding to that value. In accordance with section 134a of the Danish Public Procurement Act the contracting entity shall exclude a tenderer from participation in a procurement procedure where the tenderer is established in a country that is included in the EU list of non-cooperative jurisdictions for tax purposes and has

not acceded to the WTO Government Procurement Agreement or other trade agreements committing Denmark to open the public procurement market to tenderers established in that country. However, for reasons of overriding public interest, the contracting entity may refrain from excluding a tenderer that is subject to the ground for exclusion. It is stressed, however, that the voluntary grounds for exclusion in section 137 of the Danish Public Procurement Act do not apply for this procurement, irrespective of whether other text in this contract notice 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 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. DALO demands that the tenderer and each of the legal entities on whose economic and financial capacities the tenderer relies undertake joint and several liability for the performance of the agreement. The estimated value of the framework agreement is 20.000.000 DKK, and the maximum value of the agreement is 60.000.000 DKK. The reason for the difference between the stated values is the uncertainty regarding the final value of the agreement, see below. Hence, the estimated value constitutes DALO's most qualified estimate of the value of the agreement at the present moment, while the maximum value constitutes the maximum value of purchases under the agreement in its duration. The uncertainty regarding the final value of the framework agreement is primarily due to the fact that financial resources may be reallocated and/or injected during the term of the framework agreement on the basis of various factors and influences, such as changes in the resources needed or changes in the geopolitical situation. If more funds are allocated than expected, this will likely lead to a larger expenditure under the framework agreement. The offer shall be in the language stated in this contract notice. However, the tenderer may submit the following documentation in Danish: - The offer - Documentation for requirements in Appendix A

5.1.10. Tildelingskriterier

Kriterium:

Type: Pris

Navn: Evaluation price

Beskrivelse: In order to determine which offer has the best price-quality ratio DALO will use a scoring model with fixed financial frame to compile the grade for the sub-criterion "Price".

Kategori for tildelingskriteriet vægt: Vægtning (procentdel, præcis)

Tildelingskriterium talværdi: 30

Kriterium:

Type: Kvalitet

Navn: Quality

Beskrivelse: The Quality will be graded according to the described user tests.

Kategori for tildelingskriteriet vægt: Vægtning (procentdel, præcis)

Tildelingskriterium talværdi: 70

5.1.15. Teknikker**Rammeaftale:**

Rammeaftale uden fornyet iværksættelse af konkurrence

Yderligere omfattede købere: The agreement is entered into by DALO. However, all divisions of the Danish Ministry of Defence, including all units of the Danish Defence subject to the command of the Chief of Defence, is entitled to use the agreement for procurement on the terms and conditions of the agreement.

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 section 7(2) of 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) Forty-five 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 a contract. 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 a contract 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), or section 171(4) of the Public Procurement Act. 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 3(1) or (2). In cases where the complaint was not lodged within the standstill period, the complainant must furthermore indicate whether a suspensory effect of the complaint has been requested, 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 underskriver kontrakten: Danish Ministry of Defence Acquisition and Logistics Organisation
TED eSender: Mercell Holding ASA

6. Resultater

Værdien af alle kontrakter tildelt i denne bekendtgørelse: 29 637 600,00 DKK
Rammeaftalernes maksimumværdi i denne bekendtgørelse: 60 000 000,00 DKK
Rammeaftalernes anslåede værdi
:
20 000 000,00

DKK

6.1. Resultat delkontrakt-ID: LOT-0000

Status for udvælgelse af vinder: Der er udvalgt mindst én vinder.

Rammeaftale:

Den maksimale værdi for rammeaftalen: 60 000 000,00 DKK

Revurderet værdi af rammeaftalen: 20 000 000,00 DKK

6.1.2. Oplysninger om vinderne

Vinder:

Officielt navn: New Balance Denmark ApS

Tilbud:

Tilbud – Identifikator: Tender by New Balance Denmark ApS

ID for delkontrakt eller gruppe af delkontrakter: LOT-0000

Værdien af tilbuddet: 29 637 600,00 DKK

Tilbuddet blev rangordnet: nej

Tilbuddet er et alternativt tilbud: nej

Underentreprise: Nej

Kontraktoplysninger:

Identifikator for kontrakten: 4600007507

Titel: Out- and indoor training shoes

Datoen for udvælgelsen af det vindende tilbud: 21/10/2024

Dato for indgåelse af kontrakten: 20/11/2024

Kontrakten tildeles som led i en rammeaftale: ja

Bekendtgørelse om indgåede kontrakter, der skabte rammeaftalen: 434451-2024

Organisation, der underskriver kontrakten: Danish Ministry of Defence Acquisition and Logistics Organisation

6.1.4. Statistiske oplysninger

Modtagne tilbud og ansøgninger om deltagelse:

Type modtagne indgivelser: Tilbud

Antal modtagne tilbud og ansøgninger om deltagelse: 1

8. Organisationer

8.1. ORG-0001

Officielt navn: Danish Ministry of Defence Acquisition and Logistics Organisation

Registreringsnummer: ORG-16-28-71-80
Postadresse: Lautrupbjerg 1-5
By: Ballerup
Postnummer: 2750
Landsdel (NUTS): Københavns omegn (DK012)
Land: Danmark
Enhed: Tine Christina Olsen
E-mail: fmi-sd-la106@mil.dk
Telefon: 24210967
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 underskriver kontrakten

8.1. ORG-0002

Officielt navn: Klagenævnet for Udbud
Registreringsnummer: ORG-37795526
Postadresse: Toldboden 2
By: Viborg
Postnummer: 8800
Landsdel (NUTS): Vestjylland (DK041)
Land: Danmark
Enhed: Klagenævnet for Udbud
E-mail: kifu@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: ORG-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: New Balance Denmark ApS

Den økonomiske operatørs størrelse: Mikrovirksomhed, lille eller mellemstor virksomhed
Registreringsnummer: 38009303
Postadresse: Indkildevej 6D, 1.
By: Aalborg SØ
Postnummer: 9210
Landsdel (NUTS): Nordjylland (DK050)
Land: Danmark
E-mail: JohnMark.Jensen@newbalance.com
Telefon: 40190060

Denne organisations roller:

Tilbudsgiver

Vinder af disse delkontrakter: LOT-0000

8.1. ORG-0005

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: 50fc1418-bf68-4689-a66c-297f1105df69 - 01
Formulartype: Resultater
Bekendtgørelsestype: Bekendtgørelse om indgåede kontrakter eller koncessionstildeling – standardordningen
Bekendtgørelsesundertype: 29
Afsendelsesdato for bekendtgørelsen: 27/11/2024 13:14:23 (UTC+00:00) vesteuropæisk tid, GMT
Dato for afsendelse af bekendtgørelsen (eSender): 27/11/2024 13:15:48 (UTC+00:00) vesteuropæisk tid, GMT
Bekendtgørelsens officielle sprog: engelsk
Bekendtgørelsesnummer: 728212-2024
EUT-S-nummer: 232/2024
Offentliggørelsesdato: 28/11/2024