

Denmark-Ballerup: Footwear
OJ S 31/2019 13/02/2019
Contract notice
Supplies

Legal Basis:

Directive 2014/24/EU

Section I: Contracting authority

I.1. Name and addresses

Official name: Danish Defence Acquisition and Logistics Organization (DALO)

National registration number: 16287180

Postal address: Lautrupbjerg 1

Town: Ballerup

NUTS code: DK Danmark

Postal code: 2750

Country: Denmark

Contact person: KAPS — Sofie Dreyer Mikkelsen

E-mail: somi@kammeradvokaten.dk

Internet address(es):

Main address: <http://www.fmi.dk/Pages/forside.aspx>

Address of the buyer profile: <https://eu.eu-supply.com/ctm/Company/CompanyInformation/Index/281402>

I.3. Communication

The procurement documents are available for unrestricted and full direct access, free of charge, at: http://eu.eu-supply.com/app/rfq/rwlenrance_s.asp?PID=231139&B=KA

Additional information can be obtained from the abovementioned address

Tenders or requests to participate must be submitted electronically via: http://eu.eu-supply.com/app/rfq/rwlenrance_s.asp?PID=231139&B=KA

Tenders or requests to participate must be submitted to the abovementioned address

I.4. Type of the contracting authority

Ministry or any other national or federal authority, including their regional or local subdivisions

I.5. Main activity

Defence

Section II: Object

II.1. Scope of the procurement**II.1.1. Title**

Acquisition of Work and Safety Footwear to the Danish Defence

II.1.2. Main CPV code

18800000 Footwear

II.1.3. Type of contract

Supplies

II.1.4. Short description

The Danish Defence wants to acquire new work and safety footwear.

The footwear is intended to be used for certain activities that requires various types of specific footwear. The supplier shall deliver work and safety footwear for job positions in the complete organization of the Danish Defense, where work and safety footwear are required. The supplier shall deliver work and safety footwear, that is compatible with the work conditions, use case descriptions and function definitions illustrated in the requirements specification (Appendix A), and therefore are part of the Framework Agreement.

The background philosophy of this procurement is for DALO to be on the front end of product development, in order to procure latest new products on the market.

II.1.5. Estimated total value

Value excluding VAT: 120 000 000,00 DKK

II.1.6. Information about lots

This contract is divided into lots: no

II.2. Description

II.2.2. Additional CPV code(s)

18800000 Footwear, 18810000 Footwear other than sports and protective footwear, 18840000 Parts of footwear, 18811000 Waterproof footwear, 18812000 Footwear with rubber or plastic parts, 18812300 Town footwear with rubber or plastic uppers, 18813000 Footwear with uppers of leather, 18814000 Footwear with uppers of textile materials, 18821000 Ski footwear, 18821100 Cross-country ski footwear, 18830000 Protective footwear

II.2.3. Place of performance

NUTS code: DK050 Nordjylland

NUTS code: DK Danmark

II.2.4. Description of the procurement

The Danish Defence wants to acquire new work- and safety footwear. The footwear is intended to be used for certain activities that requires various types of specific footwear.

The supplier shall deliver work and safety footwear for job positions in the complete organization of the Danish Defense, where work and safety footwear are required.

The supplier shall deliver work and safety footwear, that is compatible with the work conditions, use case descriptions and function definitions illustrated in the requirements specification (Appendix A), and therefore are part of the Framework Agreement.

The background philosophy of this procurement is for DALO to be on the front end of product development, in order to procure latest new products on the market.

Regarding section II.2.3) please note clause 6 in the agreement. Delivery shall be to DALO's choice of location, however mainly to Hjørring, Denmark.

The design and production of one boot (Master ID 013, cf. Appendix A and C) shall be according to DALO's specification, ref. Appendix A and C, requirement id no. 99.

II.2.5. Award criteria

Price is not the only award criterion and all criteria are stated only in the procurement documents

II.2.6. Estimated value

Value excluding VAT: 120 000 000,00 DKK

II.2.7.

Duration of the contract, framework agreement or dynamic purchasing system

Duration in months: 48

This contract is subject to renewal: no

II.2.10. Information about variants

Variants will be accepted: no

II.2.11. Information about options

Options: no

II.2.13. Information about European Union funds

The procurement is related to a project and/or programme financed by European Union funds:
no

II.2.14. Additional information

The agreement is not divided into lots on the grounds that a division of the contract would not ensure a sufficient competition in the current market.

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.

Section III: Legal, economic, financial and technical information

III.1. Conditions for participation

III.1.2. Economic and financial standing

List and brief description of selection criteria:

The tenderer must use the European Single Procurement Document (electronic version, hereafter ESPD –) and provide the following information in the ESPD:

Its equity ratio (calculated by dividing the tenderer's equity with the tenderer's total assets (equity/total assets x 100)) at the end of the last 3 financial years, to the extent such information is available, cf. Part IV, section B.

Upon request from DALO the tenderer must submit the following documentation:

Annual reports or excerpts hereof or other documentation stating the tenderer's equity ratio (calculated by dividing the tenderer's equity with the tenderer's total assets (equity/total assets x 100)) at the end of the last 3 financial years, to the extent such information is available.

When groups of entities (e.g. consortiums), including temporary joint ventures, participate in the tender procedure together, the documentation must be provided for each of the participating entities. If the tenderer relies on the economic and financial standing of another entity or entities (e.g. a parent or sister company or a sub supplier), the documentation must equally be provided for each entity or entities.

Be advised that DALO at any time during the procurement procedure can request that the tenderer presents the above mentioned documentation if this is deemed necessary to secure that the procurement procedure is conducted correctly. In this situation, DALO will set an appropriate time limit for the submission of the documentation.

Please note that a tenderer may rely on the economic and financial standing of other entities (e.g. a parent or sister company or a sub supplier), 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 shall ensure that an ESPD from the entity or entities on which the tenderer relies is submitted along with the Candidates/tenderers own ESPD. The entity or entities' ESPD must equally provide the information listed above.

Minimum level(s) of standards possibly required:

The tenderer must have had a positive equity ratio for each the last 3 financial years. The equity ratio is calculated by dividing the tenderer's equity with the tenderers total assets (equity /total assets x 100).

If the tenderer is composed of a group of entities (e.g. consortium), including temporary joint ventures, the equity ratio is calculated by dividing the sum of all the participants' equities with the sum of all the participants' total assets (sum of equity/sum of total assets x 100) in each of the last 3 financial years available.

If the tenderer relies on the economic and financial standing of an entity or entities, the equity ratio is calculated by dividing the sum of the tenderer's and the entity or entities' equity with the sum of the tenderer's and the entity or entities' total assets (sum of equity/sum of total assets x 100) in each of the last 3 financial years available.

III.2. Conditions related to the contract

III.2.2. Contract performance conditions

Reference is made to the tender documents regarding payment terms. Invoicing must be done in accordance with the applicable Danish legislation on public payments. At present, this is Danish consolidation act. no. 798 of June 2007 which requires electronic invoicing. Exact terms are stated in the contract.

No particular legal form is required. If the contract is awarded to a group of suppliers (e.g. a consortium), the participants shall undertake joint and several liabilities and to appoint one supplier to represent the group.

The agreement must be conducted in Consideration of Social Responsibility (CSR) and it contains a labour clause, please see Appendix B for further information.

Section IV: Procedure

IV.1. Description

IV.1.1. Type of procedure

Open procedure

IV.1.3. Information about a framework agreement or a dynamic purchasing system

The procurement involves the establishment of a framework agreement
Framework agreement with a single operator

IV.1.8. Information about the Government Procurement Agreement (GPA)

The procurement is covered by the Government Procurement Agreement: yes

IV.2. Administrative information

IV.2.2. Time limit for receipt of tenders or requests to participate

Date: 29/03/2019 Local time: 13:00

IV.2.3. Estimated date of dispatch of invitations to tender or to participate to selected candidates

IV.2.4. Languages in which tenders or requests to participate may be submitted

Danish, English

IV.2.6. Minimum time frame during which the tenderer must maintain the tender

Duration in months: 6 (from the date stated for receipt of tender)

IV.2.7. Conditions for opening of tenders

Date: 29/03/2019 Local time: 13:00

Section VI: Complementary information

VI.1. Information about recurrence

This is a recurrent procurement: yes

VI.3. Additional information

The use of the ESPD is a precondition for participation in the procurement procedure, cf. § 148 of the Public Procurement Act. DALO shall require that the candidate apply the ESPD as preliminary evidence that the tenderer is not subject to the grounds of exclusion stipulated in §§ 135 and 136 of the said Act and that the tenderer fulfils the minimum requirements for suitability fixed in accordance with § 140, cf. section III.1.2).

The tenderers and, if relevant, the participants in the group of entities and/or supporting entities, must use the electronic version of the ESPD. DALO has prepared an ESPD available on the electronic tender platform www.digitaleudbud.dk. No other versions than the ESPD must be used.

Prior to decision on award of the contract, DALO shall require that the tenderer to whom DALO intends to award the contract presents documentation for the information stated in the ESPD, cf. §§ 151-155 of the said Act. If a tenderer relies on the capacity of other entities, cf. section III.1.2, the tenderer shall upon request provide statements of support or other documentation proving that the candidate has access to the necessary economic and financial standing, and that the entity referred to has a legal obligation to the tenderer. If such documentation is not provided, DALO cannot consider the economic and financial standing of the other entity or entities. DALO has prepared a template to be used to confirm the legal obligation which is available at www.digitaleudbud.dk. DALO strongly encourages the tenderers to use this form. However, it is emphasized that it is the sole responsibility of the tenderer that the information provided fulfils the requirements.

DALO shall exclude a tenderer from participation in the procurement procedure, if the tenderer is subject to one of the compulsory grounds for exclusion in §§ 135 and 136 of the said Act unless the tenderer has provided sufficient documentation that the tenderer is reliable in accordance to § 138 of the said Act. Please note that certain voluntary exclusion grounds in Directive 2014/24/EU on public procurement have been made compulsory in § 136 of the said Act.

If the same legal entity is a part of or in any other way participates in several offers, e.g. submits his own offer and at the same time participates in a consortium which also submits an offer, the tenderers shall ensure that the same legal entity's participation does not provide for opportunity for mutual coordination of their offers. DALO reserves the right to request the tenderers to establish and reassure DALO that the same legal entity's participation does not threaten the transparency and distort competition between the tenderers.

DALO reserves the right – but is not obliged – to use the remedies provided for in Section 159 (5) of the Danish Act on Public Procurement (act no. 1564 of 15.12.2015 – available at www.retsinformation.dk) if applications or offers do not fulfil the formalities of the tender documents. As regards section II.1.5) and II.2.6): the estimated total value is 100 000 000 DKK - 120 000 000 DKK. The stated range is due to the uncertainty as regards the estimated value of the Framework Agreement. The lower limit of the interval thus reflects DALO's most qualified estimate of the total value of the Framework Agreement at this time, whereas the upper limit of the interval reflects the estimated maximum total value of the Framework Agreement.

VI.4. Procedures for review

VI.4.1. Review body

Official name: Klagenævnet for Udbud (The Complaints Board for Public Procurement)

Postal address: Nævnenes Hus, Toldboden 2

Town: Viborg

Postal code: 8800

Country: Denmark

E-mail: kflu@naevneneshus.dk

Telephone: +45 72405600

Internet address: <https://erhvervsstyrelsen.dk/klagevejledning-0>

VI.4.3. Review procedure

Precise information on deadline(s) for review procedures:

Pursuant to Section 3 of the Danish Consolidation Act no. 593 of 2.6.2016 on the Complaints Board for Public Procurement (available at www.retsinformation.dk), the following time limits for filing a complaint apply:

Complaints regarding public procurements and decisions subject to Chapter II or III of the Public Procurement Act, which does not concern a Candidate not being invited to tender, must in accordance with § 7(2) of the Act on The Complaints Board for Public Procurement be filed with The Complaints Board for Public Procurement with-in:

- 1) 45 calendar days after the Contracting Authority has published a contract award notice in the Official Journal of the European Union (with effect from the day following the publication date);
 - 2) 30 calendar days starting the day after the Contracting Authority has informed the tenderers in question, that the Contracting Authority has entered into a contract based on a Framework Agreement through reopening of competition or a dynamic purchasing system, provided that the notification includes a short account of the relevant reasons for the decision;
 - 3) 6 months starting the day after the Contracting Authority has sent notification to the Candidates/tenderers involved that the Contracting Authority has entered into the Framework Agreement, cf. § 2(2) or § 171(4) of the Public Procurement Act, provided that the notification included a short account of the relevant reasons for the decision;
 - 4) 20 calendar days starting the day after the Contracting Authority has published a notice concerning his decision to uphold the contract, cf. § 185(2) of the Public Procurement Act.
- The complainant must inform the Contracting Authority of the complaint in writing at the latest simultaneously with the lodge of the complaint to The Complaints Board for Public Procurement stating whether the complaint has been lodged in the stand-still period, cf. § 6(4) of the Act on The Complaints Board for Public Procurement. If the complaint has not been lodged in the stand-still period, the complainant must also state whether it is requested that the appeal is granted delaying effect, cf. § 12(1) of the said Act.

The e-mail of The Complaints Board for Public Procurement is stated in section VI.4.1.

The Complaints Board for Public Procurement's own guidance note concerning complaints is available at the internet address stated in section VI.4.1.

VI.4.4. Service from which information about the review procedure may be obtained

Official name: Konkurrence- og Forbrugerstyrelsen (The Danish Competition and Consumer Authority)

Postal address: Carl Jacobsens Vej 35

Town: Valby

Postal code: 2500

Country: Denmark

E-mail: kfst@kfst.dk

Telephone: +45 41715000

Internet address: <http://www.kfst.dk>

VI.5. Date of dispatch of this notice

08/02/2019