

Denmark-Ballerup: Intelligence, surveillance, target acquisition and reconnaissance

OJ S 31/2022 14/02/2022

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

National registration number: 16-28-71-80

Postal address: Lautrupbjerg 1-5

Town: Ballerup

NUTS code: DK Danmark

Postal code: 2750

Country: Denmark

Contact person: Thomas Bach Tengberg

E-mail: fmi-sd-adt04@mil.dk

Telephone: +45 24764237

Internet address(es):Main address: www.fmi.dk**I.3. Communication**

The procurement documents are available for unrestricted and full direct access, free of charge, at: <https://www.ethics.dk/ethics/eo#/15b41c0f-f0cb-467c-b431-0ced2b5bce3a/publicMaterial>

Additional information can be obtained from the abovementioned address

Tenders or requests to participate must be submitted electronically via: <https://www.ethics.dk/ethics/eo#/15b41c0f-f0cb-467c-b431-0ced2b5bce3a/homepage>

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

Electronic communication requires the use of tools and devices that are not generally available. Unrestricted and full direct access to these tools and devices is possible, free of charge, at: <https://www.ethics.dk/ethics/eo#/15b41c0f-f0cb-467c-b431-0ced2b5bce3a/homepage>**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**

Gap-filler radars and associated equipment

II.1.2. Main CPV code

35720000 Intelligence, surveillance, target acquisition and reconnaissance

II.1.3. Type of contract

Supplies

II.1.4. Short description

Denmark has established a Coastal Radar Surveillance System (in the following referred to as "KYRA") for Maritime Surface Surveillance.

As Denmark is implementing a number of windmill projects at sea it is necessary to supplement KYRA with a number of "gap-filler" radars to compensate for the influence from the windmills.

This means that the gap-filler radars must be able to detect the same objects as the radars in service in KYRA.

The gap-filler radars must be able to operate uninterrupted under severe weather conditions offered at the locations of the windmill installations at sea within the Danish waters, including but not limited to the North Sea, Kattegat and the Baltic Sea.

DALO intends to use the Products, Spare Parts and Services of the Agreement to compensate for the negative influence that the current and future windmill projects will have on KYRA. This means that the Agreement will be used individually for each windmill project.

II.1.5. Estimated total value

Value excluding VAT: 48 500 000,00 DKK

II.1.6. Information about lots

This contract is divided into lots: no

II.2. Description

II.2.2. Additional CPV code(s)

35722000 Radar, 50660000 Repair and maintenance services of military electronic systems, 34932000 Radar sets, 38115000 Radar apparatus, 38115100 Radar surveillance equipment

II.2.3. Place of performance

NUTS code: DK Denmark

Main site or place of performance: Denmark and surrounding waters

II.2.4. Description of the procurement

DALO intends to use the equipment to compensate for the negative influence that the current and future windmill projects will have on the coastal radar surveillance system.

This means that after an agreement is established, the agreement will be used individually for each windmill project.

The overall sub- systems to be procured and supported in the agreement will be:

Products:

- RADARS, including antenna, pedestal/mast and any gearboxes
- TECHNICAL INSTALLATIONS, including processor unit, on-site service display, data connections, and power supplies. One set of "technical installations" comprises any equipment necessary to operate and control one "radar".
- SHELTERS, including cooling and heating equipment, climate control system, electrical panels, and lock, for housing of "technical installations". One "shelter" comprises any equipment and facilities necessary for housing personnel and one set of "technical installations".

- SPECIAL TOOLS AND TESTING EQUIPMENT, for the Buyers own maintenance and service of delivered Products

- REMOTE SERVICE DISPLAY, for the Buyers remote access to radar installations

Spare Parts:

- Line-Replaceable Units

- Lower Line-Replaceable Units

Services:

- Land-based assembly and testing of delivered Products

- Training

- Technical assistance

- Repairs of Products and Spare Parts

II.2.5. Award criteria

Criteria below

Price

II.2.6. Estimated value

Value excluding VAT: 48 500 000,00 DKK

II.2.7. Duration of the contract, framework agreement or dynamic purchasing system

Duration in months: 228

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 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 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 of the last 3 financial years.

The equity ratio is calculated by dividing the tenderer's equity with the tenderer's 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.1.3. Technical and professional ability

List and brief description of selection criteria:

N/A

Minimum level(s) of standards possibly required:

N/A

III.2. Conditions related to the contract

III.2.2. Contract performance conditions

Reference is made to the procurement 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 framework agreement must be conducted in consideration of corporate social responsibility (CSR) and it contains a labour clause, please see Appendix B for further information.

Please see the document "Additional information", which is located at the ETHICS-webportal, cf. section I.3), for further information regarding requirements for security clearance.

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

In the case of framework agreements, provide justification for any duration exceeding 4 years:

Please see the document "Additional information", which is located at the ETHICS-webportal, cf. section I.3), for further information on the duration of the framework agreement.

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.2.1. Previous publication concerning this procedure

Notice number in the OJ S: [2021/S 091-234935](#)

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

Date: 11/03/2022 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

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: 11/03/2022 Local time: 13:00

Section VI: Complementary information

VI.1. Information about recurrence

This is a recurrent procurement: yes

Estimated timing for further notices to be published:

January 2026

VI.3. Additional information

Regarding section II.1.5): The estimated value of the framework agreement is DKK 48.500.000 and the maximum value of the framework agreement is DKK 57.000.000. The reason for the difference between the stated values is the uncertainty regarding the final value of the framework agreement, cf. below. Hence, the estimated value constitutes DALO's most qualified estimate of the value of the framework agreement at the present moment, while the maximum value constitutes the maximum value of purchases under the framework agreement in its duration.

The uncertainty regarding the final value of the framework agreement is primarily caused by uncertainty regarding the Danish Defence' operational needs through the duration of the framework agreement, including uncertainty about specific deployments and mission areas in particular, which is not possible to foresee for the entire span of the framework agreement. Thus, changes to the operational needs of the Danish Defence compared to the existing situation and needs may cause a significant larger expenditure on the framework agreement than what is expected at the moment.

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 tenderer 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, that the tenderer fulfils the minimum requirements for suitability fixed in accordance with § 140, cf. section III.1.2).

The tenderer and, if relevant, the participants in the group of entities or/and entities on which the tenderer relies on, must use the electronic version of the ESPD available at ETHICS' web portal. The ESPD shall be fulfilled and submitted at ETHICS' web portal in accordance with the instructions given by ETHICS. The ESPD document must be signed by the supporting entity. It is not necessary for the tenderer to sign the ESPD document. If the tenderer is a group of entities (consortiums), each participant's ESPD document must be signed by the participant in question. It is not necessary for the participant submitting the tender to sign his ESPD document.

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.

The framework agreement is not divided into lots on the grounds that a division of the framework agreement would entail disproportionate costs due to subsequent contract administration.

DALO does not provide remuneration for the participants in the tender.

For further information regarding this procurement, please see the document "Additional information", which is located at the ETHICS-webportal, cf. section I.3).

VI.4. Procedures for review

VI.4.1. Review body

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

Postal address: Toldboden 2

Town: Viborg

Postal code: 8800

Country: Denmark

E-mail: klfu@naevneneshus.dk

Telephone: +45 72405600

Internet address: <https://klfu.naevneneshus.dk/>

VI.4.3. Review procedure

Precise information on deadline(s) for review procedures:

Pursuant to the Danish Consolidation Act no. 593 of 2 June 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 within:

1) 45 calendar days after the contracting authority has published a contract award notice in the Official Journal of the European Union. The time limit is calculated from the day after the publication date.

2) 30 calendar days starting the day after the contracting authority has notified 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 an account of the reasons for the decision.

3) 6 months after the contracting authority has entered into the framework agreement starting the day after the contracting authority has sent notification to the candidates/tenderers involved, cf. § 2(2) or § 171(4) of the Public Procurement Act, provided that the notification included an account of the 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).

Contact information for 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 on the website 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: www.kfst.dk

VI.5. Date of dispatch of this notice

09/02/2022