

Denmark-Ballerup: Petroleum products, fuel, electricity and other sources of energy

OJ S 48/2020 09/03/2020

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 Organizations

National registration number: 16-28-71-80

Postal address: Lautrupbjerg 1-5

Town: Ballerup

NUTS code: DKZ Extra-Regio NUTS 1

Postal code: 2750

Country: Denmark

Contact person: Poul Mariegaard Kristensen

E-mail: fmi-id-sla07@mil.dk

Telephone: +45 72814197

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#/07c98ac3-ab78-478f-a87b-c804a97123a5/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#/07c98ac3-ab78-478f-a87b-c804a97123a5/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#/07c98ac3-ab78-478f-a87b-c804a97123a5/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**

F-44 Turbine Fuel, Aviation

II.1.2. Main CPV code

09000000 Petroleum products, fuel, electricity and other sources of energy

II.1.3. Type of contract

Supplies

II.1.4. Short description

The Danish Defence Acquisition and Logistics Organization (DALO) wishes to enter into a framework agreement regarding delivery of F-44 Helifuel, MIL-DTL-5624W, Grade JP-5 (F-44), for use on ship-based helicopters.

F-44 shall be delivered on DALO Naval stations in Frederikshavn and Korsør and on Greenland, Iceland and the Faroe Islands, but worldwide deliveries may become necessary as well.

II.1.5. Estimated total value

Value excluding VAT: 30 000 000,00 DKK

II.1.6. Information about lots

This contract is divided into lots: no

II.2. Description**II.2.3. Place of performance**

NUTS code: DK0 Danmark

NUTS code: DKZ Extra-Regio NUTS 1

II.2.4. Description of the procurement

The Danish Defence Acquisition and Logistics Organization (DALO) wishes to enter into a framework agreement regarding delivery of F-44 Helifuel, MIL-DTL-5624W, Grade JP-5 (F-44), for use on ship-based helicopters.

F-44 shall be delivered on DALO Naval stations in Frederikshavn and Korsør and on Greenland, Iceland and the Faroe Islands, but worldwide deliveries may become necessary as well.

The consumption during the framework agreement is expected to be between 500 000 to 700 000 liters in Denmark and North Atlantic and 100 000 liters worldwide.

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: 30 000 000,00 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 framework agreement is not divided into lots on the grounds that a division of the contract would undermine the economies of scale obtainable by procuring one contract.

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

Selection criteria as stated in the procurement documents

III.1.3. Technical and professional ability

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 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 candidate'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.

Minimum level(s) of standards possibly required:

The tenderer must have had 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 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.

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.

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: 06/04/2020 Local time: 14:00

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: 26/03/2020 Local time: 23:59

Section VI: Complementary information

VI.1. Information about recurrence

This is a recurrent procurement: no

VI.3. Additional information

Note, that the tender documents are in English. However, it is permissible to submit applications for participation and offers in either Danish or English. Questions submitted during the tender procedure shall be written in English and DALO will answer these questions in English.

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) and III.1.3), and how the candidate fulfils the objective and non-discriminatory criteria of selection, cf. § 145(2), cf. section II.2.9). Regarding section II.1.5): the estimated value of the framework agreement is DKK 20 m-30 m. The reason for the interval stated is the uncertainty regarding the actual value of the framework agreement. Hence, the lower limit of the interval constitutes DALO's most qualified estimate of the actual value of the framework agreement at the present moment, while the upper limit of the interval constitutes the expected maximum value of the framework agreement in its duration.

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.

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 and III.1.3, the tenderer shall upon request provide statements of support or other documentation proving that the tenderer 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 tenderer. If such documentation is not provided, DALO cannot consider the economic and financial standing and/or the technical and professional capacity of the other entity or entities. DALO has prepared a template to be used to confirm the legal obligation which is available at ETHICS. DALO strongly encourages the tenderer 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 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.

VI.4. Procedures for review

VI.4.1. Review body

Official name: Klagenævnet for Udbud

Postal address: Toldboden 2

Town: Viborg

Postal code: 8800

Country: Denmark

E-mail: kifu@naevneshus.dk

Telephone: +45 72405600

Internet address: <https://naevneshus.dk/start-din-klage/klagenaevnet-for-udbud/>

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 timelimit 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

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

04/03/2020