

**Denmark-Ballerup: Textile fabrics and related items**

OJ S 73/2022 13/04/2022

Contract notice

Supplies

**Legal Basis:**

Directive 2014/24/EU

**Section I: Contracting authority**

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**I.1. Name and addresses**

Official name: Danish Defence Acquisition and Logistics Organisation

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: Caroline Rytter Larsen

E-mail: [fmi-sd-alj06@mil.dk](mailto:fmi-sd-alj06@mil.dk)

Telephone: +45 72815306

**Internet address(es):**Main address: [www.fmi.dk](http://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#/c28b1e77-a64e-461a-8820-d39d04c62129/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#/c28b1e77-a64e-461a-8820-d39d04c62129/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#/c28b1e77-a64e-461a-8820-d39d04c62129/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**

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

Embroidered and Weaved Products

### **II.1.2. Main CPV code**

19200000 Textile fabrics and related items

### **II.1.3. Type of contract**

Supplies

### **II.1.4. Short description**

Danish Ministry of Defence Acquisition and Logistics Organisation (hereafter, DALO) and the Danish Emergency Management Agency (hereafter, DEMA) DEMA, are putting acquisition of Embroidered and Weaved Products up for a tender. See detailed description in section II. 2.4). The Embroidered and Weaved Products, that form part of the Agreement, shall for instance include the following items; Insignia of Rank (fully embroidered), Insignia (weaved), Qualification- and Organisation Insignias, Nationality Badge (weaved), Sleeve Badge (embroidered on felt) and Cap Band (weaved) used by the Danish Defence and also DEMA. The Framework agreement shall also include Felt backing products for metal badges. The Embroidered and Weaved Products can be sewn directly on the uniforms or used as accessories by means of "slip-ons" or / and VELCRO attachment, mainly used on uniforms by the Air Force, Navy, Army, Home Guard and DEMA.

### **II.1.5. Estimated total value**

Value excluding VAT: 11 000 000,00 DKK

### **II.1.6. Information about lots**

This contract is divided into lots: no

## **II.2. Description**

### **II.2.2. Additional CPV code(s)**

18000000 Clothing, footwear, luggage articles and accessories, 19200000 Textile fabrics and related items, 19210000 Woven fabrics, 19240000 Special fabrics, 19270000 Non-woven fabrics, 19400000 Textile yarn and thread

### **II.2.3. Place of performance**

NUTS code: DK Danmark

NUTS code: DK05 Nordjylland

### **II.2.4. Description of the procurement**

The buyer intends to use the Deliverables for the Danish Defence and DEMA.

DALO will, as part of the tender procedure, invite the tenderers to a Clarification meeting, regarding the tender proces and the Test Specimens. See time schedule cf. Instructions to Tenderers, section 9 and read more about the clarification meeting cf. Instructions to Tenderers, section 4.2.

DALO will, as part of the evaluation, test the received Test Specimens, as part of the tenderers' offers. The test procedure is described in Enclosure 3 - Test Procedure. Each offer will be evaluated and tested by a Subject Matter Expert (SME) panel from DALO.

### **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: 11 000 000,00 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 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**

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### **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 (three) 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 (three) 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 in 2 (two) out of the 3 (three) latest 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 3 (three) latest 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 3 (three) latest financial years available.

### **III.1.3. Technical and professional ability**

List and brief description of selection criteria:

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.

## **Section IV: Procedure**

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### **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.2.1. Previous publication concerning this procedure**

Notice number in the OJ S: [2018/S 177-400527](#)

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

Date: 17/06/2022 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, Danish

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

Duration in months: 9 (from the date stated for receipt of tender)

### **IV.2.7. Conditions for opening of tenders**

Date: 17/06/2022 Local time: 13:01

## **Section VI: Complementary information**

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### **VI.1. Information about recurrence**

This is a recurrent procurement: yes

Estimated timing for further notices to be published:

When this Framework Agreement terminates after 4 years.

### **VI.2. Information about electronic workflows**

Electronic ordering will be used

Electronic invoicing will be accepted

Electronic payment will be used

### **VI.3. Additional information**

DALO demands that the tenderer and each of the legal entities whose economic and financial capacities the tenderer relies on undertake joint and several liability for the performance of the contract.

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

Regarding section II.1.5): The estimated value of the Framework Agreement is 11 million DKK and the maximum value of the Framework Agreement is 20 million DKK. 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 exactly how extensively the deliverables of the Framework Agreement will be distributed in the Danish Defence. If decision is made that the deliverables in question shall be utilized by more groups of personnel than what is actually decided for now, this will lead to 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. Please see the document "Additional information", which is located at the ETHICS-webportal, cf. section I.3), for further information on the matter.

The Framework Agreement is not divided into lots on the grounds described in the document "Additional information", which is located at the ETHICS-webportal, cf. section I.3).

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

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

#### **VI.4. Procedures for review**

##### **VI.4.1. Review body**

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

Postal address: Toldboden 2

Town: Viborg

Postal code: 8800

Country: Denmark

E-mail: [klfu@naevneshus.dk](mailto:klfu@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:

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](mailto:kfst@kfst.dk)

Telephone: +45 41715000

Internet address: [www.kfst.dk](http://www.kfst.dk)

**VI.5. Date of dispatch of this notice**

08/04/2022