

**Denmark-Ballerup: IT services: consulting, software development, Internet and support**

OJ S 106/2020 03/06/2020

Contract notice

Services

**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: DK0 Danmark

Postal code: 2750

Country: Denmark

Contact person: Erik Holstein

E-mail: [fmi-id-slu03@mil.dk](mailto:fmi-id-slu03@mil.dk)

Telephone: +45 72814223

**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#/67f530f4-0fec-429f-8274-18437e4acc8a/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#/67f530f4-0fec-429f-8274-18437e4acc8a/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#/67f530f4-0fec-429f-8274-18437e4acc8a/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**

Netbook for DALO's Pool Vehicles 3

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

72000000 IT services: consulting, software development, Internet and support

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

Services

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

The services which are further specified in Appendices A and C consist of development, implementation and maintenance of an internet-based booking system for DALO's pool vehicles including electronic car sharing equipment for the pool vehicles. With the booking system DALO's users shall be able to carry out booking, lending and return of the pool vehicles. The booking system must provide DALO with access to relevant data concerning the bookings. The booking system must handle the pool vehicles with a minimal consumption of DALO's resources. The suppliers developed booking system will replace DALO's current booking system and electronic car sharing equipment for the pool vehicles. The supplier must expect an ongoing development and implementation period where both the existing booking system and the suppliers booking system are in use. In the this period the electronic car sharing equipment will be installed/un-installed in the pool vehicles.

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

Value excluding VAT: 40 000 000,00 DKK

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

This contract is divided into lots: no

## **II.2. Description**

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

72421000 Internet or intranet client application development services

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

NUTS code: DK0 Danmark

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

The Danish Defence Acquisition and Logistics Organisation (DALO) is in charge of entering a framework agreement. The services which are further specified in Appendices A and C consist of development, implementation and maintenance of an internet-based booking system for DALO's pool vehicles including electronic car sharing equipment for the pool vehicles.. With the booking system DALO's users shall be able to carry out booking, lending and return of the pool vehicles. The booking system must provide DALO with access to relevant data concerning the bookings.

### **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: 40 000 000,00 DKK

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

Duration in months: 66

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: yes

Description of options:

- 1) Option on a Helpdesk which shall be available for all users 24/7/365 in relation to the booking and use of pool vehicles.
- 2) Option on purchase of a unlocking system to the cars.

#### **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 framework agreement would not ensure a sufficient competition in the current market.

## **Section III: Legal, economic, financial and technical information**

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### **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**

Selection criteria as stated in the procurement documents

### **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 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

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

DALO expects a development period at 6 month, followed by an implementation period at 6 month, before DALO can use the booking system. 6 month before the end of the agreement DALO needs to start the change to a potential new vendor. Therefore DALO need the 66 month, to have 4 years full use of the 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.2.2. Time limit for receipt of tenders or requests to participate**

Date: 29/06/2020 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: 6 (from the date stated for receipt of tender)

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

Date: 29/06/2020 Local time: 13:00

### **Section VI: Complementary information**

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

This is a recurrent procurement: no

#### **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**

The tenderer and, if relevant, the participants in the group of entities or/and entities on which the [tenderer/candidate] 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 tenderers to use this form. However, it is emphasised 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 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.

For further information regarding this procurement, please see the enclosed document 'Additional information to Contract Notice'.

Regarding section II.1.5): the estimated value of the framework agreement is kr. 40-60 million. 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.

#### **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: [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:

Pursuant to the Danish Consolidation Act No 593 of 2 June 2016 on the Complaints Board for Public Procurement (available at [www.retsinformation.dk](http://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

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**

29/05/2020