

Denmark – Construction work – North Sea I, A3, Offshore Wind Farm - Denmark**OJ S 87/2024 03/05/2024****Contract or concession notice – standard regime - Change notice****Works**

1. Buyer**1.1. Buyer**

Official name: Danish Energy Agency

Legal type of the buyer: Central government authority

The buyer is a contracting entity

Activity of the contracting authority: General public services

2. Procedure**2.1. Procedure**

Title: North Sea I, A3, Offshore Wind Farm - Denmark

Description: The Danish Parliament has in recent years agreed to a large expansion in offshore wind farms in Denmark. The aim is to ensure the green transition and strengthening the future security of supply of energy in Denmark. The political agreements that this procurement concerns are: - Climate Agreement from the 29 June 2018, - Climate Agreement from the 22 June 2020, - the Financial Act from the 4 December 2022, - Climate Agreement regarding green electricity and heat from the 25 June 2022, and - additional Agreement on the procurement details regarding 6 GW offshore wind and Energy Island Bornholm from May 30 2023. This procurement concerns the establishment of one (1) new large-scale offshore wind farm named "North Sea I, A3", pursuant to the directive 2014/23/EU on the award of concession contracts as implemented into Danish law by the executive order no. 1080 of 29 June 2022 on award of concession contracts. Please note that the name of the offshore wind farm can be changed by the DEA. Such change will not affect the geographical location of the offshore wind farm. The North Sea I, A3 will in the following be called "the offshore wind farm". The Concessionaire is obliged to establish the offshore wind farm to be held in co-ownership with State Holding with the production capacity of electricity of at least 1 GW. State Holding is a company that will be established by the State of Denmark as a wholly owned public limited liability company (in Danish: "aktieselskab" or "A/S") prior to the award signing of the Concession Agreement. State Holding shall purchase 20% of the Concessionaire at the end of the investment period (6 months after signing the Concession Agreement). State Holding will be a passive investor and a minority shareholder of the Concessionaire. The co-ownership is further described below in the section "Contract terms". The offshore wind farm shall be established before 31 December 2030. The Concessionaire will in special cases be entitled to an extension of this deadline. Connection of the offshore wind farm to the Danish Transmission Grid is voluntary for the Concessionaire. The Concession Agreement further enables the Concessionaire to establish Overplanting Capacity within the Concession Area, i. e. it is optional for Concessionaire to establish more than 1 GW capacity within the Concession Area. Furthermore, the Concessionaire may exploit the production capacity of electricity from the offshore wind farm for energy production, such as but not limited to innovative energy production (e.g. Power-to-X), if this is otherwise possible within the applicable legislation, and provided it takes place within the Concession Area. As a natural consequence of the Concession Agreement, the Concessionaire bears all commercial risks

associated with the establishment, operation and decommissioning of the offshore wind farm, including any potential overplanting capacity. Such commercial risks include but is not limited to energy price development, legislative changes and general market conditions and demands. Additionally, the Concessionaire is responsible for the commercial risks related to any innovative energy production (e.g. Power-to-X facility). The Concessionaire shall also bear the actual cost for the temporary and permanent preventive measures implemented so as to prevent deteriorations in the quality of the current military radio communication and radar surveillance caused by the offshore wind farm. Furthermore, the Concessionaire shall bear the full cost of the offshore preliminary investigations performed by Energinet, pursuant to section 23 (3) of the the Renewable Energy Act (RE Act), statutory order no. 132 of 6 February 2024. Further, costs to be borne by the Concessionaire will be stipulated in the construction license and/or procurement material. The location site of the offshore wind farm is further stated below under section "Place of Performance" as well as in procurement material Appendix 2 (Location of the Concession Area). Before the deadline for submission of tender, the Concession Area as set out in Appendix 2 (Location of the Concession Area) may be adjusted as a result of the preparation of the environmental report for the Strategic Environmental Assessment of the plan for the offshore wind farm subject to this procurement procedure. For further information, reference is made to section 1 of the Procurement Specifications. Reference is further made to the regulation in the Procurement Specifications, Annex F (Concession Agreement), Appendix 1 (Project Specifications), and the procurement material as a whole.

Procedure identifier: 944a8a40-c245-43a6-8600-13781d773a7f

Internal identifier: 2023-12653

Main features of the procedure: The procurement procedure applicable to this procurement constitutes a procedure, where any interested economic operator, who is able to comply with the minimum requirements for eligibility regarding economic/financial capacity and technical /professional capacity, cf. the descriptions below in section regarding "Participation - Selection criteria" and also section 6 of the Procurement Specifications, may submit a tender in response to this invitation to tender. The DEA expects to award the Concession Agreement based on the initial tenders. However, the DEA reserves the right to enter into negotiations with the Tenderers based on the submitted initial tenders, cf. art. 37 (6) of the directive 2014/23 /EU, and subsequently ask for revised tenders. If negotiations are initiated, the DEA will inform the Tenderers hereof and describe the negotiation procedure.

2.1.1. Purpose

Main nature of the contract: Works

Main classification (cpv): 45000000 Construction work

Additional classification (cpv): 31121320 Wind turbines, 31121330 Wind turbine generators, 31121340 Wind farm, 31160000 Parts of electric motors, generators and transformers, 31170000 Transformers, 31213400 Distribution system, 31300000 Insulated wire and cable, 45244000 Marine construction works, 45244100 Marine installations

2.1.2. Place of performance

Country subdivision (NUTS): Vestjylland (DK041)

Country: Denmark

Additional information: The location site of the offshore wind farm is further specified in the procurement documents, Appendix 2 (Location of the Concession Area).

2.1.3. Value

Estimated value excluding VAT: 54 000 000 000,00 DKK

2.1.4. General information

Additional information: Regarding information about EU funds The Danish Energy Agency receives EU funding from the REPowerEU, cf. Addendum to Denmark's Recovery and Resilience Plan - REPowerEU Chapter (<https://fm.dk/media/27148/addendum-to-denmarks-recovery-and-resilience-plan-repowereu-chapter.pdf>), for the preparations and conduction of the procurement process. No subsidies are granted to the concessionaire under REPowerEU. Regarding tender submission deadline: Please note that due to a system error, the deadline for submission of tender is displayed in a different time zone. The deadline for submission of tender is 5 December 2024 at 14:00 (local Danish time). Regarding tender validity: The Tenderer must keep its tender open for acceptance for eight (8) months from expiry of the tender submission deadline. If the DEA considers it appropriate due to delays resulting from the procedures pursuant to Regulation (EU) 2022/2560 on foreign subsidies or the Danish Investment Screening Act, the DEA may invite all Tenderers to accept an extension of the period in which they must keep their tenders open for acceptance. All Tenderers will in this situation be free to decide whether to accept the extension of the tender validity period as proposed by the DEA. Where a Tenderer does not accept an extension of the tender validity period, the tender of such Tenderer will expire at the end of the initial tender validity period of eight (8) month from the tender submission deadline and such Tenderer will no longer be considered for the award of the Concession Agreement. If Regulation (EU) 2022/2560 on foreign subsidies does not prevent the award of the Concession Agreement at such time, the DEA may at any time choose to award the Concession Agreement to the Tenderer who has submitted the tender with the highest bid price, subject to this Tenderer obtaining the necessary authorisation pursuant to the Danish Investment Screening Act if relevant. In this case the Tenderer, to whom the DEA awards the Concession Agreement, must keep its tender open for acceptance until conclusion of the Concession Agreement. Regarding the estimated value of the concession: The estimated value of the concession is 54,000,000,000.00 DKK covering the required establishment of an offshore wind farm with a production capacity of electricity of 1 GW. In addition thereto, the estimated value of the production capacity of electricity, which the Concessionaire may establish in addition to 1 GW, called Overplanting Capacity, is estimated at 43,000,000,000.00 DKK, based on a potential for establishment of additional 1 GW Overplanting Capacity. The method of calculation of the estimated value of the concession is further described in the Procurement Specifications, section 1. Regarding the mandatory exclusion grounds: Furthermore, a Tenderer must include in the tender an ESPD, as described further in the Procurement Specifications, section 7, as preliminary proof of the conditions specified in section 148 of the Danish Public Procurement Act, cf. section 5 of the executive order no. 1080 of 29 June 2022 on award of concession contracts. Upon request, the Tenderer to whom the DEA intends to award the Concession Agreement, or all Tenderers must submit documentation regarding the information stated in the ESPD, cf. section 151(1) or 151(2) of the Danish Public Procurement Act, cf. section 5 of the executive order no 1080 on award of concession contracts. Furthermore, if the Tenderer relies on the capacity of other entities and/or if the Tenderer consists of a group of economic operators a separate ESPD, must be submitted for each of the participating entities and the ESPD shall each contain the relevant information. If the Tenderer relies on the capacities of other entities and/or if the Tenderer consists of a group of economic entities, the documentation regarding the information stated in the ESPD must be submitted for each participating entity. The documentation regarding this exclusion ground can consist of the following: • An extract from the relevant register, such as judicial records or, failing that, of an equivalent document issued by a competent judicial or administrative authority in the Member State or country of origin or the country where the economic operator is established showing that the economic operator is not covered by the exclusion grounds listed in section 135 (1) of the Danish Public

Procurement Act, cf. section 4 of the of the executive order no 1080 on award of concession contracts. and • A certificate issued by the competent authority in the Member State or country concerned, showing that the economic operator is not covered by the exclusion grounds listed in section 135 (3) and section 137 (1), no. 2, cf. section 4 of the executive order no 1080 on award of concession contracts. Where the Member State or country in question does not issue such documents or certificates, or where these do not cover all the exclusion ground, they may be replaced by a declaration on oath. In Member States or countries where there is no provision for declarations on oath, a solemn declaration made by the person concerned before a competent judicial or administrative authority, a notary or a competent professional or trade body, in the Member State or country of origin or in the Member State or country where the economic operator is established, may be used. It is accentuated that the documentation must also include documentation regarding the exclusion ground in section 135 (2) of the Danish Public Procurement Act, cf. section 4 of the executive order no 1080 on award of concession contracts. The DEA will generally accept the documentation, which is listed in e-Certis for the relevant country, cf. section 152 (3) of the Danish Public Procurement Act, cf. section 5 of the executive order no 1080 on award of concession contracts. Reference is further made to the descriptions in the Procurement Specifications. For groups of entities, and/or if a Tenderer relies on the economic and financial capacity and/or technical and professional capacity of other entities, documentation regarding such other entities must also be provided. Where a Tenderer is covered by one of the exclusion grounds as stated under the section "Participation" and further in the Procurement Specifications, the DEA will allow the Tenderer to demonstrate its reliability in accordance with section 138 of the Danish Public Procurement Act, cf. section 4 of the executive order no. 1080 on award of concession contracts. Reference is further made to the Procurement Specifications, section 6 and section 12. Regarding international sanctions: Attention is drawn to Article 5k in Regulation (EU) No 833/2014 as amended by Regulation (EU) 2022/576 which applies for the procurement procedure. The provision contains a prohibition against award of contracts to Russian companies and Russian controlled companies etc. (reference is made to Article 5k, section 1, for the exact delimitation of the actors covered by the prohibition). The DEA may at any time during the procurement procedure require that the Tenderers prove that they are not covered by the prohibition, for example by requiring documentation regarding the Tenderers' and any subcontractors' place of establishment and ownership. Annex D, Declaration regarding sanctions against Russia, may be used. Regarding prerequisites for award of the Concession Agreement: The Tenderer shall, as part of the tender, submit a notification/declaration concerning any financial contributions received from third countries, see Article 29 of Regulation (EU) 2022/2560 of the European Parliament and of the Council of 14 December 2022 on foreign subsidies distorting the internal market. Whether a notification or a declaration must be included in the tender depends on the threshold in art. 28, para. 1, point (b), of Regulation (EU) 2022/2560. The obligation is further elaborated in the Commission Implementing Regulation (EU) 2023/1441 of 10 July 2023, particularly in art. 5. The Tenderer shall submit the notification/declaration concerning any financial contributions received from third countries by using the form FS-PP in Annex II of the Implementing Regulation (EU) 2023/1441. The Tenderer is encouraged to engage in prenotification discussions with the European Commission Directorate-General for Internal Market, Industry, Entrepreneurship and SMEs in sufficient time prior to the notification, see for more information Implementing Regulation (EU) 2023/1441, Annex II, the Introduction, part 6, on 'Pre-notification contacts and waiver requests'. Regarding prerequisites for conclusion of the Concession Agreement: According to the Investment Screening Act, statutory order no 1256 of 27 October 2023, economic actors, i) domiciled outside the EU or EFTA, or ii) who are under the control of or subject to significant influence as defined in the law from a domiciled business or citizen from a country outside the EU or EFTA, apply for and

obtain authorization to conclude the concession contract(s), if the Tenderer's conclusion of the Concession Agreement is subject to the Act. The Tenderer is advised to clarify whether their conclusion of the concession contract(s) is subject to the authorization requirement under the Danish Investment Screening Act.

Legal basis:

Directive 2014/23/EU

Executive Order No. 1080 of 29 June 2022 - The Concession Directive (Directive 2014/23/EU) is implemented in Danish law by Executive Order on the award of concession contracts (Executive Order No. 1080 of 29 June 2022), which also contains supplementary provisions.

2.1.6. Grounds for exclusion:

Analogous situation like bankruptcy under national law: If the Tenderer is covered by the voluntary exclusion ground stated in section 137 (1), no. 2 of the statutory order no. 10 of 6 January 2023 (Danish Public Procurement Act) with amendments, cf. section 4 of the executive order no. 1080 of 29 June 2022 on award of concession contracts, the Tenderer shall be excluded from participating in the procurement procedure.

Bankruptcy: If the Tenderer is covered by the voluntary exclusion ground stated in section 137 (1), no. 2 of the statutory order no. 10 of 6 January 2023 (Danish Public Procurement Act) with amendments, cf. section 4 of the executive order no. 1080 of 29 June 2022 on award of concession contracts, the Tenderer shall be excluded from participating in the procurement procedure.

Corruption: If the Tenderer is covered by the mandatory exclusion ground stated in section 135 (1), no. 2, and section 135 (2), of the statutory order no. 10 of 6 January 2023 (Danish Public Procurement Act) with amendments, cf. section 4 of the executive order no. 1080 of 29 June 2022 on award of concession contracts, the Tenderer shall be excluded from participating in the procurement procedure.

Arrangement with creditors: If the Tenderer is covered by the voluntary exclusion ground stated in section 137 (1), no. 2 of the statutory order no. 10 of 6 January 2023 (Danish Public Procurement Act) with amendments, cf. section 4 of the executive order no. 1080 of 29 June 2022 on award of concession contracts, the Tenderer shall be excluded from participating in the procurement procedure.

Participation in a criminal organisation: If the Tenderer is covered by the mandatory exclusion ground stated in section 135 (1), no. 1, and section 135 (2), of the statutory order no. 10 of 6 January 2023 (Danish Public Procurement Act) with amendments, cf. section 4 of the executive order no. 1080 of 29 June 2022 on award of concession contracts, the Tenderer shall be excluded from participating in the procurement procedure.

Agreements with other economic operators aimed at distorting competition: Has the economic operator entered into agreements with other economic operators aimed at distorting competition?

Breaching of obligations in the fields of environmental law: Has the economic operator, to its knowledge, breached its obligations in the field of environmental law? As referred to for the purposes of this procurement in national law, in the relevant notice or the procurement documents or in Article 18(2) of Directive 2014/24/EU.

Money laundering or terrorist financing: If the Tenderer is covered by the mandatory exclusion ground stated in section 135 (1), no. 5, and section 136 (2) of the statutory order no. 10 of 6 January 2023 (Danish Public Procurement Act) with amendments, cf. section 4 of the executive order no. 1080 of 29 June 2022 on award of concession contracts, the Tenderer shall be excluded from participating in the procurement procedure.

Fraud: If the Tenderer is covered by the mandatory exclusion ground stated in section 135 (1), no. 3, and section 135 (2) of the statutory order no. 10 of 6 January 2023 (Danish Public

Procurement Act) with amendments, cf. section 4 of the executive order no. 1080 of 29 June 2022 on award of concession contracts, the Tenderer shall be excluded from participating in the procurement procedure.

Child labour and other forms of trafficking in human beings: If the Tenderer is covered by the mandatory exclusion ground stated in section 135 (1), no. 6, and section 135 (2) of the statutory order no. 10 of 6 January 2023 (Danish Public Procurement Act) with amendments, cf. section 4 of the executive order no. 1080 of 29 June 2022 on award of concession contracts, the Tenderer shall be excluded from participating in the procurement procedure.

Insolvency: If the Tenderer is covered by the voluntary exclusion ground stated in section 137 (1), no. 2 of the statutory order no. 10 of 6 January 2023 (Danish Public Procurement Act) with amendments, cf. section 4 of the executive order no. 1080 of 29 June 2022 on award of concession contracts, the Tenderer shall be excluded from participating in the procurement procedure.

Breaching of obligations in the fields of labour law: Has the economic operator, to its knowledge, breached its obligations in the field of labour law? As referred to for the purposes of this procurement in national law, in the relevant notice or the procurement documents or in Article 18(2) of Directive 2014/24/EU.

Assets being administered by liquidator: If the Tenderer is covered by the voluntary exclusion ground stated in section 137 (1), no. 2 of the statutory order no. 10 of 6 January 2023 (Danish Public Procurement Act) with amendments, cf. section 4 of the executive order no. 1080 of 29 June 2022 on award of concession contracts, the Tenderer shall be excluded from participating in the procurement procedure.

Guilty of misrepresentation, withheld information, unable to provide required documents and obtained confidential information of this procedure: If the Tenderer is covered by the mandatory exclusion ground stated in section 136 (1), no. 3, of the statutory order no. 10 of 6 January 2023 (Danish Public Procurement Act) with amendments, cf. section 4 of the executive order no. 1080 of 29 June 2022 on award of concession contracts, the Tenderer shall be excluded from participating in the procurement procedure. For the avoidance of doubt, the voluntary exclusion ground stated in the Danish Public Procurement Act, section 137 (1), no. 5, is not applicable under this procurement procedure.

Purely national exclusion grounds: If the Tenderer is covered by the mandatory exclusion ground from section 134 a of the Danish Public Procurement Act with amendments, cf. section 4 of the executive order no. 1080 of 29 June 2022 on award of concession contracts, the Tenderer shall be excluded from participating in the procurement procedure.

Conflict of interest due to its participation in the procurement procedure: If the Tenderer is covered by the mandatory exclusion ground stated in section 136 (1), no. 1 of the statutory order no. 10 of 6 January 2023 (Danish Public Procurement Act) with amendments, cf. section 4 of the executive order no. 1080 of 29 June 2022 on award of concession contracts, the Tenderer shall be excluded from participating in the procurement procedure.

Direct or indirect involvement in the preparation of this procurement procedure: If the Tenderer is covered by the mandatory exclusion ground stated in section 136 (1), no. 2 of the statutory order no. 10 of 6 January 2023 (Danish Public Procurement Act) with amendments, cf. section 4 of the executive order no. 1080 of 29 June 2022 on award of concession contracts, the Tenderer shall be excluded from participating in the procurement procedure.

Guilty of grave professional misconduct: If the Tenderer is covered by the mandatory exclusion ground stated in section 136 (1), no. 4 of the statutory order no. 10 of 6 January 2023 (Danish Public Procurement Act) with amendments, cf. section 4 of the executive order no. 1080 of 29 June 2022 on award of concession contracts, the Tenderer shall be excluded from participating in the procurement procedure.

Early termination, damages or other comparable sanctions: Has the economic operator experienced that a prior public contract, a prior contract with a contracting entity or a prior concession contract was terminated early, or that damages or other comparable sanctions were imposed in connection with that prior contract?

Breaching of obligations in the fields of social law: Has the economic operator, to its knowledge, breached its obligations in the field of social law? As referred to for the purposes of this procurement in national law, in the relevant notice or the procurement documents or in Article 18(2) of Directive 2014/24/EU.

Payment of social security contributions: If the Tenderer is covered by the mandatory exclusion ground stated in section 135 (3) of the statutory order no. 10 of 6 January 2023 (Danish Public Procurement Act) with amendments, cf. section 4 of the executive order no. 1080 of 29 June 2022 on award of concession contracts, the Tenderer shall be excluded from participating in the procurement procedure.

Business activities are suspended: If the Tenderer is covered by the voluntary exclusion ground stated in section 137 (1), no. 2 of the statutory order no. 10 of 6 January 2023 (Danish Public Procurement Act) with amendments, cf. section 4 of the executive order no. 1080 of 29 June 2022 on award of concession contracts, the Tenderer shall be excluded from participating in the procurement procedure.

Payment of taxes: If the Tenderer is covered by the mandatory exclusion ground stated in section 135 (3) of the statutory order no. 10 of 6 January 2023 (Danish Public Procurement Act) with amendments, cf. section 4 of the executive order no. 1080 of 29 June 2022 on award of concession contracts, the Tenderer shall be excluded from participating in the procurement procedure.

Terrorist offences or offences linked to terrorist activities: If the Tenderer is covered by the mandatory exclusion ground stated in section 135 (1), no. 4, and section 135 (2) of the statutory order no. 10 of 6 January 2023 (Danish Public Procurement Act) with amendments, cf. section 4 of the executive order no. 1080 of 29 June 2022 on award of concession contracts, the Tenderer shall be excluded from participating in the procurement procedure.

5. Lot

5.1. Lot: LOT-0000

Title: North Sea I, A3, Offshore Wind Farm - Denmark

Description: The Danish Parliament has in recent years agreed to a large expansion in offshore wind farms in Denmark. The aim is to ensure the green transition and strengthening the future security of supply of energy in Denmark. The political agreements that this procurement concerns are: - Climate Agreement from the 29 June 2018, - Climate Agreement from the 22 June 2020, - the Financial Act from the 4 December 2022, - Climate Agreement regarding green electricity and heat from the 25 June 2022, and - additional Agreement on the procurement details regarding 6 GW offshore wind and Energy Island Bornholm from May 30 2023. This procurement concerns the establishment of one (1) new large-scale offshore wind farm named "North Sea I, A3", pursuant to the directive 2014/23/EU on the award of concession contracts as implemented into Danish law by the executive order no. 1080 of 29 June 2022 on award of concession contracts. Please note that the name of the offshore wind farm can be changed by the DEA. Such change will not affect the geographical location of the offshore wind farm. The North Sea I, A3 will in the following be called "the offshore wind farm". The Concessionaire is obliged to establish the offshore wind farm to be held in co-ownership with State Holding with the production capacity of electricity of at least 1 GW. State Holding is a company that will be established by the State of Denmark as a wholly owned public limited liability company (in Danish: "aktieselskab" or "A/S") prior to the award signing of the

Concession Agreement. State Holding shall purchase 20% of the Concessionaire at the end of the investment period (6 months after signing the Concession Agreement). State Holding will be a passive investor and a minority shareholder of the Concessionaire. The co-ownership is further described below in the section "Contract terms". The offshore wind farm shall be established before 31 December 2030. The Concessionaire will in special cases be entitled to an extension of this deadline. Connection of the offshore wind farm to the Danish Transmission Grid is voluntary for the Concessionaire. The Concession Agreement further enables the Concessionaire to establish Overplanting Capacity within the Concession Area, i. e. it is optional for Concessionaire to establish more than 1 GW capacity within the Concession Area. Furthermore, the Concessionaire may exploit the production capacity of electricity from the offshore wind farm for energy production, such as but not limited to innovative energy production (e.g. Power-to-X), if this is otherwise possible within the applicable legislation, and provided it takes place within the Concession Area. As a natural consequence of the Concession Agreement, the Concessionaire bears all commercial risks associated with the establishment, operation and decommissioning of the offshore wind farm, including any potential overplanting capacity. Such commercial risks include but is not limited to energy price development, legislative changes and general market conditions and demands. Additionally, the Concessionaire is responsible for the commercial risks related to any innovative energy production (e.g. Power-to-X facility). The Concessionaire shall also bear the actual cost for the temporary and permanent preventive measures implemented so as to prevent deteriorations in the quality of the current military radio communication and radar surveillance caused by the offshore wind farm. Furthermore, the Concessionaire shall bear the full cost of the offshore preliminary investigations performed by Energinet, pursuant to section 23 (3) of the the Renewable Energy Act (RE Act), statutory order no. 132 of 6 February 2024. Further, costs to be borne by the Concessionaire will be stipulated in the construction license and/or procurement material. The location site of the offshore wind farm is further stated below under section "Place of Performance" as well as in procurement material Appendix 2 (Location of the Concession Area). Before the deadline for submission of tender, the Concession Area as set out in Appendix 2 (Location of the Concession Area) may be adjusted as a result of the preparation of the environmental report for the Strategic Environmental Assessment of the plan for the offshore wind farm subject to this procurement procedure. For further information, reference is made to section 1 of the Procurement Specifications. Reference is further made to the regulation in the Procurement Specifications, Annex F (Concession Agreement), Appendix 1 (Project Specifications), and the procurement material as a whole.

Internal identifier: 2023-12653

5.1.1. Purpose

Main nature of the contract: Works

Main classification (cpv): 45000000 Construction work

Additional classification (cpv): 31121320 Wind turbines, 31121330 Wind turbine generators, 31121340 Wind farm, 31160000 Parts of electric motors, generators and transformers, 31170000 Transformers, 31213400 Distribution system, 31300000 Insulated wire and cable, 45244000 Marine construction works, 45244100 Marine installations

5.1.2. Place of performance

Country subdivision (NUTS): Vestjylland (DK041)

Country: Denmark

Additional information: The location site of the offshore wind farm is further specified in the procurement documents, Appendix 2 (Location of the Concession Area).

5.1.3. Estimated duration

Duration: 40 Years

5.1.4. Renewal

Maximum renewals: 1

The buyer reserves the right for additional purchases from the contractor, as described here: The Concession Agreement shall take effect on signing of the Concession Agreement and shall continue for the duration of the electricity production license, cf. section 29 of RE Act, and until the Concessionaire has fulfilled its obligations under the Agreement, including the obligations after end of operation to dismantle and decommission the Offshore Wind Farm, pursuant to relevant approvals, licenses and permits, cf. applicable Laws. The Concessionaire is obliged to pay concession payment to the DEA for a period of thirty (30) years, and subsequently for any renewals of the Concession Agreement, as described further below and in the Annex F (Concession Agreement), Clause 10. The electricity production license is granted for 30 years and can be extended upon application, cf. RE Act, section 29 (2). Before the expiry of the license, the Concessionaire shall be entitled to request the DEA for an extension of the duration of the Concession Agreement on unchanged terms and conditions, including continued payment of the concession payment. The DEA will consent to such extension of the Concession Agreement provided a) the Concessionaire is granted permission to extension of the electricity production license pursuant to the RE Act section 29 after application for a period not exceeding 10 years; and b) the requested extension of the Concession Agreement is considered by the DEA to be permissible under applicable Laws at the time, including but not limited to the relevant procurement rules, rules on state aid and any sanctions and embargoes.

5.1.5. Value

Estimated value excluding VAT: 54 000 000 000,00 DKK

5.1.6. General information

Reserved participation: Participation is not reserved.

Procurement Project fully or partially financed with EU Funds.

The procurement is covered by the Government Procurement Agreement (GPA)

Information about previous notices:

Identifier of the previous notice: 30773-2024

Identifier of the previous notice: 406053-2023

Additional information: Regarding information about EU funds The Danish Energy Agency receives EU funding from the REPowerEU, cf. Addendum to Denmark's Recovery and Resilience Plan - REPowerEU Chapter (<https://fm.dk/media/27148/addendum-to-denmarks-recovery-and-resilience-plan-repowereu-chapter.pdf>), for the preparations and conduction of the procurement process. No subsidies are granted to the concessionaire under REPowerEU. Regarding tender submission deadline: Please note that due to a system error, the deadline for submission of tender is displayed in a different time zone. The deadline for submission of tender is 5 December 2024 at 14:00 (local Danish time). Regarding tender validity: The Tenderer must keep its tender open for acceptance for eight (8) months from expiry of the tender submission deadline. If the DEA considers it appropriate due to delays resulting from the procedures pursuant to Regulation (EU) 2022/2560 on foreign subsidies or the Danish Investment Screening Act, the DEA may invite all Tenderers to accept an extension of the period in which they must keep their tenders open for acceptance. All Tenderers will in this situation be free to decide whether to accept the extension of the tender validity period as proposed by the DEA. Where a Tenderer does not accept an extension of the tender validity period, the tender of such Tenderer will expire at the end of the initial tender validity period of

eight (8) month from the tender submission deadline and such Tenderer will no longer be considered for the award of the Concession Agreement. If Regulation (EU) 2022/2560 on foreign subsidies does not prevent the award of the Concession Agreement at such time, the DEA may at any time choose to award the Concession Agreement to the Tenderer who has submitted the tender with the highest bid price, subject to this Tenderer obtaining the necessary authorisation pursuant to the Danish Investment Screening Act if relevant. In this case the Tenderer, to whom the DEA awards the Concession Agreement, must keep its tender open for acceptance until conclusion of the Concession Agreement. Regarding the estimated value of the concession: The estimated value of the concession is 54,000,000,000.00 DKK covering the required establishment of an offshore wind farm with a production capacity of electricity of 1 GW. In addition thereto, the estimated value of the production capacity of electricity, which the Concessionaire may establish in addition to 1 GW, called Overplanting Capacity, is estimated at 43,000,000,000.00 DKK, based on a potential for establishment of additional 1 GW Overplanting Capacity. The method of calculation of the estimated value of the concession is further described in the Procurement Specifications, section 1. Regarding the mandatory exclusion grounds: Furthermore, a Tenderer must include in the tender an ESPD, as described further in the Procurement Specifications, section 7, as preliminary proof of the conditions specified in section 148 of the Danish Public Procurement Act, cf. section 5 of the executive order no. 1080 of 29 June 2022 on award of concession contracts. Upon request, the Tenderer to whom the DEA intends to award the Concession Agreement, or all Tenderers must submit documentation regarding the information stated in the ESPD, cf. section 151(1) or 151(2) of the Danish Public Procurement Act, cf. section 5 of the executive order no 1080 on award of concession contracts. Furthermore, if the Tenderer relies on the capacity of other entities and/or if the Tenderer consists of a group of economic operators a separate ESPD, must be submitted for each of the participating entities and the ESPD shall each contain the relevant information. If the Tenderer relies on the capacities of other entities and/or if the Tenderer consists of a group of economic entities, the documentation regarding the information stated in the ESPD must be submitted for each participating entity. The documentation regarding this exclusion ground can consist of the following: • An extract from the relevant register, such as judicial records or, failing that, of an equivalent document issued by a competent judicial or administrative authority in the Member State or country of origin or the country where the economic operator is established showing that the economic operator is not covered by the exclusion grounds listed in section 135 (1) of the Danish Public Procurement Act, cf. section 4 of the of the executive order no 1080 on award of concession contracts. and • A certificate issued by the competent authority in the Member State or country concerned, showing that the economic operator is not covered by the exclusion grounds listed in section 135 (3) and section 137 (1), no. 2, cf. section 4 of the executive order no 1080 on award of concession contracts. Where the Member State or country in question does not issue such documents or certificates, or where these do not cover all the exclusion ground, they may be replaced by a declaration on oath. In Member States or countries where there is no provision for declarations on oath, a solemn declaration made by the person concerned before a competent judicial or administrative authority, a notary or a competent professional or trade body, in the Member State or country of origin or in the Member State or country where the economic operator is established, may be used. It is accentuated that the documentation must also include documentation regarding the exclusion ground in section 135 (2) of the Danish Public Procurement Act, cf. section 4 of the executive order no 1080 on award of concession contracts. The DEA will generally accept the documentation, which is listed in e-Certis for the relevant country, cf. section 152 (3) of the Danish Public Procurement Act, cf. section 5 of the executive order no 1080 on award of concession contracts. Reference is further made to the descriptions in the Procurement Specifications. For groups of entities, and/or if a Tenderer

relies on the economic and financial capacity and/or technical and professional capacity of other entities, documentation regarding such other entities must also be provided. Where a Tenderer is covered by one of the exclusion grounds as stated under the section "Participation" and further in the Procurement Specifications, the DEA will allow the Tenderer to demonstrate its reliability in accordance with section 138 of the Danish Public Procurement Act, cf. section 4 of the executive order no. 1080 on award of concession contracts. Reference is further made to the Procurement Specifications, section 6 and section 12. Regarding international sanctions: Attention is drawn to Article 5k in Regulation (EU) No 833/2014 as amended by Regulation (EU) 2022/576 which applies for the procurement procedure. The provision contains a prohibition against award of contracts to Russian companies and Russian controlled companies etc. (reference is made to Article 5k, section 1, for the exact delimitation of the actors covered by the prohibition). The DEA may at any time during the procurement procedure require that the Tenderers prove that they are not covered by the prohibition, for example by requiring documentation regarding the Tenderers' and any subcontractors' place of establishment and ownership. Annex D, Declaration regarding sanctions against Russia, may be used. Regarding prerequisites for award of the Concession Agreement: The Tenderer shall, as part of the tender, submit a notification/declaration concerning any financial contributions received from third countries, see Article 29 of Regulation (EU) 2022/2560 of the European Parliament and of the Council of 14 December 2022 on foreign subsidies distorting the internal market. Whether a notification or a declaration must be included in the tender depends on the threshold in art. 28, para. 1, point (b), of Regulation (EU) 2022/2560. The obligation is further elaborated in the Commission Implementing Regulation (EU) 2023/1441 of 10 July 2023, particularly in art. 5. The Tenderer shall submit the notification/declaration concerning any financial contributions received from third countries by using the form FS-PP in Annex II of the Implementing Regulation (EU) 2023/1441. The Tenderer is encouraged to engage in prenotification discussions with the European Commission Directorate-General for Internal Market, Industry, Entrepreneurship and SMEs in sufficient time prior to the notification, see for more information Implementing Regulation (EU) 2023/1441, Annex II, the Introduction, part 6, on 'Pre-notification contacts and waiver requests'. Regarding prerequisites for conclusion of the Concession Agreement: According to the Investment Screening Act, statutory order no 1256 of 27 October 2023, economic actors, i) domiciled outside the EU or EFTA, or ii) who are under the control of or subject to significant influence as defined in the law from a domiciled business or citizen from a country outside the EU or EFTA, apply for and obtain authorization to conclude the concession contract(s), if the Tenderer's conclusion of the Concession Agreement is subject to the Act. The Tenderer is advised to clarify whether their conclusion of the concession contract(s) is subject to the authorization requirement under the Danish Investment Screening Act.

5.1.9. Selection criteria

Criterion:

Type: Economic and financial standing

Name: Annual overall turnover (in IFRS: "revenue")

Description: The Tenderer must fulfil the following minimum requirements on eligibility in order to demonstrate the ability to perform the Concession Agreement: - The Tenderer must demonstrate an annual overall turnover (in IFRS: "revenue") of minimum DKK 32 billion calculated as an average of the latest three (3) financial years available. I.e. the turnover of the last three (3) financial years available are added together and the total figure is divided by three (3). If the Tenderer relies on the economic and financial capacity of other entities, the average overall annual turnover will be calculated based on the total combined turnover of the Tenderer and such other entities in each of the three (3) latest financial years available. For

groups of economic operators, the average overall annual turnover will be calculated based on the total combined turnover of the economic operators in each of the three (3) latest financial years available. Reference is made to section 6 of the Procurement Specification with examples of this calculation. Information about the minimum requirement must be specified in section IV, subsection B of the ESPD. Upon request, the Tenderer to whom the DEA intends to award the Concession Agreement, or all Tenderers must submit documentation regarding the information stated in the ESPD, cf. section 151(1) or 151(2) of the Danish Public Procurement Act, cf. section 5 of the executive order no 1080 on award of concession contracts. The DEA will accept the following documentation regarding the minimum requirements on economic and financial capacity: The Tenderer must submit annual reports or an extract thereof, or a statement of the Tenderer's overall annual turnover for the last three (3) financial years available, depending on when the Tenderer was established, if the key figures are available. For group of economic operators, the information must be submitted for each participating economic operator in the group. Where a Tenderer relies on the economic and financial capacity of other entities, documentation for such other entities must be provided as well. Reference is further made to the Procurement Specifications, section 6 and 12.

Use of this criterion: Used

Criterion:

Type: Economic and financial standing

Name: Equity ratio OR a current long-term debt rating

Description: The Tenderer must fulfil the following minimum requirements on eligibility in order to demonstrate the ability to perform the concession Agreement: - The Tenderer must have an equity ratio (total equity /total assets x 100) of 20% or above in the most recent financial year available OR a current long-term debt rating of BBB- or above (Standard & Poors and Fitch) and/or Baa3 or above (Moody's) or an equivalent current rating from another reputable international credit rating agency at the time of submission of tender. Please note that in terms of meeting the abovementioned minimum requirements, the requirement regarding equity ratio and the requirement regarding long-term debt rating are equal alternatives to each other, i.e. one is not preferred to the other. If the Tenderer relies on the economic and financial capacity of other entities or is a group of entities, the Tenderer can choose to fulfil this minimum requirement (2) by either equity ratio or long-term debt rating or by a combination of equity ratio and long-term debt rating. If the Tenderer relies on the economic and financial capacity of other entities, the equity ratio will be calculated as the Tenderer's and such other entities' total equity divided by their total assets, calculated as a percentage. For groups of economic operators, the equity ratio will be calculated as the total equity of the operators divided by their total assets, calculated as a percentage. If the Tenderer relies on the economic and financial capacity of other entities, or is a group of economic operators, and chooses to use the long-term debt rating to meet the financial minimum requirements, then each economic operator must meet the requirement for long-term debt rating individually or meet the minimum requirement regarding equity for those entities that may not meet the long-term debt rating. Reference is made to section 6 of the Procurement Specification with examples. Information regarding the minimum requirement must be specified in section IV, subsection B of the ESPD. Upon request, the Tenderer to whom the DEA intends to award the Concession Agreement, or all Tenderers, must submit documentation regarding the information stated in the ESPD, cf. section 151(1) of the Danish Public Procurement Act, cf. section 5 of the executive order no 1080 on award of concession contracts. The DEA will accept the following documentation regarding the minimum requirements on economic and financial capacity: Regarding the equity ratio, the Tenderer must submit a balance sheet or an extract thereof for

the most recent financial year available, if publication of the balance sheet is required by law in the country where the Tenderer is established, or other documentation. OR Regarding the long-term debt rating, the Tenderer must submit documentation from the relevant credit rating agency. Regarding key figures etc. mentioned in section 6.2.1, which cannot be documented by annual reports or a balance sheet, a statement from the company's (state authorized) accountant must be submitted. For group of economic operators, the information must be submitted for each participating economic operator in the group. Where a Tenderer relies on the economic and financial capacity of other entities, documentation for such other entities must be provided as well. Reference is further made to the Procurement Specifications, section 6 and 12.

Use of this criterion: Used

Criterion:

Type: Suitability to pursue the professional activity

Use of this criterion: Not used

Criterion:

Type: Technical and professional ability

Name: References

Description: The Tenderer must fulfill the following minimum requirement on eligibility in order to demonstrate the ability to perform the Concession Agreement: - At least one (1) reference covering a largescale offshore project in relation to energy production, completed within the last ten (10) years. A largescale offshore project in relation to energy production must, as a minimum, have the following characteristics in order to be considered: a) Construction costs (CAPEX) of minimum DKK 500,000,000, b) be fixed to the seabed, at least at 10 meters sea depth in average across the site, and c) have a duration of contract, permit, license, approval or the like of min. 25 years. The reference must show experience with at least three (3) of the six (6) following key areas: 1) project management, 2) engineering, 3) procurement, 4) execution, 5) operation or 6) quality control of a largescale offshore project in relation to energy production. The Tenderer may document experience with the above three (3) key areas via one (1) or more references (maximum five (5) references), provided that each reference covers a largescale offshore project in relation to energy production. Only references completed within the latest ten (10) years before the expiry of the deadline for submission of tender will be accepted. As regard the assessment of whether a largescale offshore project is completed within the latest ten (10) years, the DEA will accept the following examples (which are not exhaustive): • An offshore wind farm with an A/C substation where the last turbine has delivered the first kWh to the grid (fully commissioned offshore wind farm). • An offshore oil- and gas development project including installation of fixed installations and commissioning and subsequent production/operation. Information regarding the minimum requirements should be specified in section IV, subsection C of the ESPD. If the Tenderer prefers to submit the list of references as a separate document, this is accepted as well. However, illustrations, photographs etc. will not be taken into account. For each project used as a reference (at least one (1), maximum five (5) references), the Tenderer must provide the following descriptions: a. Name of largescale offshore project b. Description of main elements of the largescale offshore project including where relevant grid connection (AC-substation, etc.) from the offshore project to onshore/offshore point of connection; c. Contact person at the contracting entity and/or the authority who awards the permit/license/approval or the like (preferably including phone number and email address); d. Contract signing date or the date of issuing the permit/license/approval etc. (with the minimum duration of 25 years); e. Location of

the largescale offshore project; f. The Tenderer's/the supporting entity's role (i.e. developer, owner, main consultant, sub-contractor, financial investor, or other); g. The Tenderer's/the supporting entity's contribution to the project within the following key areas: 1) project management, 2) engineering, 3) procurement, 4) execution, 5) operation or 6) quality control; h. Time of completion of the project (within the last 10 years). If more than a total of five (5) references completed within the latest ten (10) years before the expiry of the deadline for submission of tender are submitted by a Tenderer, including where a Tenderer is a group of economic entities, e.g. a consortium or joint venture, only the five (5) newest references completed within the latest ten (10) years before the expiry of the deadline for submission of tender will be considered. If it is not possible to identify the five (5) newest references, references will be selected by drawing lots, cf. the description in the Procurement Specifications, section 6. Upon request, the Tenderer to whom the DEA intends to award the Concession Agreement, or all Tenderers must submit documentation regarding the information stated in the ESPD, cf. section 151(1) or 151(2) of the Danish Public Procurement Act, cf. section 5 of the executive order no 1080 on award of concession contracts. The list of references, that the Tenderer specifies in the ESPD will constitute the final documentation for the Tenderer's information about the technical and professional capacity. Reference is further made to the Procurement Specifications, section 12.

Use of this criterion: Used

5.1.10. Award criteria

Criterion:

Type: Price

Name: Concession payment

Description: Award of the Concession Agreement to the most economically advantageous tender will take place on the basis of the award criterion, Price. The award criterion, Price, will be assessed on the basis of the bid price submitted by the Tenderer in the Tender Submission Letter (Annex A), in the Procurement Specifications. The bid price must constitute a total concession payment for the right and obligation to exploit the Concession Area. The total concession payment must cover a period of 30 years. The concession payment is not subject to a VAT (Value Added Tax) or indexation in the 30-year period. The Concessionaire shall make the payment once a year as a fixed annual payment in DKK. The annual payment is calculated as the bid price divided by 30.

Fixed value (total): 1

5.1.11. Procurement documents

Languages in which the procurement documents are officially available: English

Deadline for requesting additional information: 14/11/2024 23:55:00 (UTC+1)

Address of the procurement documents: https://eu.eu-supply.com/app/rfq/rwlenrance_s.asp?PID=399411&B=

5.1.12. Terms of procurement

Terms of submission:

Electronic submission: Required

Address for submission: https://eu.eu-supply.com/app/rfq/rwlenrance_s.asp?PID=399411&B=

Languages in which tenders or requests to participate may be submitted: English

Variants: Not allowed

Deadline for receipt of tenders: 05/12/2024 13:00:00 (UTC)

Deadline until which the tender must remain valid: 8 Months

Terms of contract:

Conditions relating to the performance of the contract: The Tenderer to whom the Concession Agreement is awarded shall at its own risk and expense obtain a number of relevant approvals, licenses and permits, pursuant to applicable legislation, in order to establish the offshore wind farm. These approvals, licenses and permits will set out the specific nature of the exclusive rights and requirements for the exploitation of the natural wind resources in connection with the offshore wind farm. The DEA shall, after termination in whole in accordance with Sub-Clause 19.1 of the Annex F (Concession Agreement), have the right to acquire, and the Concessionaire shall be obligated to sell, the Offshore Wind Farm, including any and all information, know-how, documentation, books and records concerning the Offshore Wind Farm, against payment by the DEA of a purchase price to be determined in accordance with the terms and conditions stated in Sub-Clause 19.2.2. of the Annex F (Concession Agreement).

Electronic invoicing: Required

Electronic ordering will be used: no

Electronic payment will be used: yes

Legal form that must be taken by a group of tenderers that is awarded a contract: The award of the Concession Agreement entails an obligation for the Successful Tenderer or the shareholders of the Successful Tenderer (as the case may be) to enter into a co-ownership with State Holding. The co-ownership is regulated by Annex G (Irrevocable Undertaking). It is further required that the Concessionaire take the form of a Special Purpose Vehicle (SPV) as required below. If the Successful Tenderer is not the SPV the following shall apply: The award of the Concession Agreement entails an obligation for the Successful Tenderer to establish or provide a Special Purpose Vehicle (SPV), as further described below. The Successful Tenderer is further-more obliged, after State Holding has concluded a due diligence review, to sell and transfer the number of shares in the SPV (on a fully diluted basis and in each share class, if any) which equals to 20% of the share capital of the SPV to State Holding (the Investment), as further regulated in Annex G (Irrevocable Undertaking). If the Successful Tenderer is the SPV the following shall apply: All shareholders of the SPV (Successful Tenderer) is obliged, after State Holding has concluded a due diligence review, to sell and transfer the number of shares in the SPV (on a fully diluted basis and in each share class, if any) which equals to 20% of the share capital of the SPV to State Holding (the Investment), as further regulated in Annex G (Irrevocable Undertaking). The Investment is expected to be concluded 6 months after signing of the Concession Agreement. References is made to section 1.4 in the Procurement Specifications and Annex G (Irrevocable Undertaking).

Requirements regarding the establishment of a Special Purpose Vehicle (SPV): If the SPV is established before submission of tender and the SPV is defined Tenderer in the procurement process the terms a and e, shall apply. If the SPV acts as Tenderer in the procurement process any Supporting Economic Operator's and Supporting Technical Operator's support shall be put at the SPV's disposal as Tenderer. Therefore, term b-d does not apply in this situation. If the SPV is not established before submission of tender the following shall apply: Before signing of the Concession Agreement, the Successful Tenderer shall establish or provide an entity which is fully owned and Controlled by the Successful Tenderer and which shall enter into the Concession Agreement as the sole Concessionaire responsible for the construction and operation of the offshore wind farm on the following terms a-e. a) The SPV shall be established as a public limited liability company (in Danish: "aktieselskab" or "A/S") or a partner company (in Danish: "partnerselskab" or "P/S") in accordance with the Danish Company Act. b) The Successful Tenderer shall put at the SPV's disposal its technical and professional re-sources and shall ensure that the technical and professional resources of its Subcontractors and Technical Operator(s) are also put at the disposal of the SPV and thereby ensure that the SPV will have, as a minimum, the same technical and professional capacity as

the Successful Tenderer has at its disposal; c) The Successful Tenderer shall assume joint and several liability with the SPV for the performance of the Concession Agreement, and shall ensure that any entity on which the Successful Tenderer relied with respect to economic and financial capacity assumes joint and several liability with the SPV for the performance of the Agreement on the same terms as set out in the Annex F (Concession Agreement), Sub-Clause 15.1.3; d) The Economic Operator and Technical Operator, if any, shall remain supportive of the SPV on unchanged conditions in accordance with the requirements set out in the Annex F (Concession Agreement). e) Fulfilment of the terms in items (a)-(d) above require the DEA's prior written confirmation that the DEA is satisfied that the terms in items (a)-(d) above are met. The Successful Tenderer shall be obliged to provide any documentation that the DEA may reasonably require to verify that the terms are met. The DEA's confirmation shall be provided without undue delay if the DEA is satisfied that the requirements in items (a)-(d) are met. Reference is made to the Project Specifications and the procurement material as a whole for further descriptions, including the definitions of the terms used in the description above.

Financial arrangement: It is required, that the Concessionaire, at the latest on the signing of the Concession Agreement, shall obtain and deliver to the contracting authority 1) a duly executed, valid and binding Performance Guarantee from an Acceptable Financial Institution and 2) a duly executed, valid and binding Parent Company Guarantee from an Eligible Parent Company. If the offshore wind farm is not connected to the grid or if no Grid Connection Agreement is entered into between the Concessionaire and Energinet within five (5) months from signing the Concession Agreement, the Concessionaire shall obtain and deliver a duly executed, valid and binding On Demand Guarantee, from an Acceptable Financial Institution. Reference is further made to Clause 16 of Annex F (Concession Agreement). Further requirements regarding additional guarantee in connection with decommissioning of the offshore wind farm are stated in relevant approvals, licenses and permits, pursuant to applicable legislation.

Information about review deadlines: According to the Danish Complaints Board for Public Procurement Act (statutory order no. 593 from the 2. June 2016), the following deadlines apply for submission of complaint regarding the procurement procedure: Complaints regarding not having been prequalified, see section 7(1) of the Act, must be submitted to the Danish Complaints Board for Public Procurement (Klagenævnet for Udbud) within 20 calendar days from the day after sending a notification to the affected applicants about who has been selected, when the notification is accompanied by an argumentation for the decision, see article 40 of the directive 2014/23/EU on the award of concession contracts. In other situations, the complaints regarding the procurement procedure must be submitted to the Danish Complaints Board for Public Procurement within: 1) 45 calendar days after the contracting authority has published a notice in the Official Journal of the European Union stating that the contracting authority has entered into a contract. The deadline is calculated from the day after the day on which the notice has been published. 2) 30 calendar days counted from the day after the day on which the contracting authority has notified the affected tenderers that a contract based on a framework agreement with re-opening of the competition or a dynamic purchasing system has been entered into, if the notification has given a reason for the decision. 3) six months after the contracting authority has entered into a framework agreement calculated from the day after the day on which the contracting authority has notified the affected applicants and tenderers, see section 2 (2) of the Danish Complaints Board for Public Procurement Act, and article 40 of directive 2014/23/EU on the award of concession contracts. At the latest at the same time as a complaint is submitted to the Danish Complaints Board for Public Procurement, the complainant must notify the contracting authority in writing that a complaint is being submitted to the Danish Complaints Board for Public Procurement,

and whether the complaint has been submitted during the standstill period, cf. section 6 (4) of the Danish Complaints Board for Public Procurement Act. In cases where the complaint has not been submitted during the standstill period, the complainant must also indicate whether a suspensive effect of the complaint is requested, cf. section 12 (1) of the Danish Complaints Board for Public Procurement Act.

5.1.16. Further information, mediation and review

Review organisation: Danish Complaints Board for Public Procurement

Organisation providing additional information about the procurement procedure: Danish Energy Agency

Organisation providing more information on the review procedures: Danish Competition and Consumer Authority

Organisation receiving requests to participate: Danish Energy Agency

Organisation processing tenders: Danish Energy Agency

8. Organisations

8.1. ORG-0001

Official name: Danish Energy Agency

Registration number: Danish Energy Agency

Department: Danish Energy Agency

Postal address: Carsten Niebuhrs Gade 43

Town: København V

Postcode: 1577

Country subdivision (NUTS): Byen København (DK011)

Country: Denmark

Contact point: Martina Papias Nissolino

Email: owfprocurement@ens.dk

Telephone: +45 33927471

Buyer profile: <https://eu.eu-supply.com/ctm/company/companyinformation/index/414838>

Roles of this organisation:

Buyer

Organisation providing additional information about the procurement procedure

Organisation receiving requests to participate

Organisation processing tenders

8.1. ORG-0002

Official name: Danish Complaints Board for Public Procurement

Registration number: 37795526

Postal address: Nævnenes Hus, Toldboden 2

Town: Viborg

Postcode: 8800

Country subdivision (NUTS): Østjylland (DK042)

Country: Denmark

Email: kflu@naevneneshus.dk

Telephone: +45 72405600

Roles of this organisation:

Review organisation

8.1. ORG-0003

Official name: Danish Competition and Consumer Authority
Registration number: 10294819
Postal address: Carl Jacobsens Vej 35
Town: Valby
Postcode: 2500
Country subdivision (NUTS): Byen København (DK011)
Country: Denmark
Email: kfst@kfst.dk
Telephone: +45 41715000

Roles of this organisation:

Organisation providing more information on the review procedures

8.1. ORG-0004

Official name: Merzell Holding ASA
Registration number: 980921565
Postal address: Askekroken 11
Town: Oslo
Postcode: 0277
Country subdivision (NUTS): Oslo (NO081)
Country: Norway
Contact point: eSender
Email: publication@merzell.com
Telephone: +47 21018800
Fax: +47 21018801
Internet address: <http://merzell.com/>

Roles of this organisation:

TED eSender

10. Change

Version of the previous notice to be changed: 5578836d-c6ab-4548-8e92-eab7381dbd78-01

Main reason for change: Buyer correction

Description: The DEA has become aware of several errors in the concession notice, 240627-2024 (OJ S 80/2024 23/04/2024), which have materialized due to technical error upon publication of the concession notice. These errors, to be corrected by this change notice, are described below. Regarding the exclusion grounds: For the avoidance of doubt, the voluntary exclusion ground stated in section 137 (1), no. 2 of the statutory order no. 10 of 6 January 2023 (Danish Public Procurement Act) with amendments, cf. section 4 of the executive order no. 1080 of 29 June 2022 on award of concession contracts, is applicable for this procurement procedure. No other voluntary exclusion grounds are applicable regardless of the standard text in the concession notice 240627-2024 (OJ S 80/2024 23/04/2024), section 2.1.6. Regarding the language of the procurement material: The selected language of the procurement material is "English". Due to technical errors this was not identified in the concession notice, 240627-2024 (OJ S 80/2024 23/04/2024), section 5.1.11. Regarding multiple tenders: For the avoidance of doubt Tenderers are only allowed to submit one tender. Due to technical error this information was not conveyed in the concession notice, 240627-2024 (OJ S 80/2024 23/04/2024), section 5.1.12.

10.1. Change

Section identifier: ORG-0001

Description of changes: Due to technical error.

10.1. Change

Section identifier: ORG-0002

Description of changes: Due to technical error.

10.1. Change

Section identifier: ORG-0003

Description of changes: Due to technical error.

10.1. Change

Section identifier: PROCEDURE

Description of changes: Due to technical error, information regarding EU funds has been moved to the section regarding "Additional Information".

10.1. Change

Section identifier: LOT-0000

Description of changes: Due to technical error, information regarding EU funds has been moved to the section regarding "Additional Information".

11. Notice information

11.1. Notice information

Notice identifier/version: e4f8257c-998d-422c-8713-5440a20c22dc - 01

Form type: Competition

Notice type: Contract or concession notice – standard regime

Notice dispatch date: 01/05/2024 13:33:53 (UTC)

Notice dispatch date (eSender): 01/05/2024 13:38:30 (UTC)

Languages in which this notice is officially available: English

11.2. Publication information

Notice publication number: 264578-2024

OJ S issue number: 87/2024

Publication date: 03/05/2024