

355402-2026 - Competition

Denmark – Clothing, footwear, luggage articles and accessories – Headwear for the Danish Defence

OJ S 99/2026 26/05/2026

Contract or concession notice – standard regime

Supplies

1. Buyer

1.1. Buyer

Official name: Danish Ministry of Defence Acquisition and Logistics Organisation

Email: 00503749@mil.dk

Legal type of the buyer: Central government authority

Activity of the contracting authority: Defence

2. Procedure

2.1. Procedure

Title: Headwear for the Danish Defence

Description: Danish Ministry of Defence Acquisition and Logistics (hereafter, DALO) and the Danish Emergency Management Agency (hereafter, DEMA), are putting acquisition of Headwaer up for af tender. The primary function of the headwear items is to provide protection for the head against wind and weather conditions. Most of the items are being used on a daily basis and some of the products are used for specified tasks. The headwear will be used by men and women for both training and actual military operations.

Procedure identifier: 31725c7a-ca85-469d-8e6e-aac85d9ce870

Internal identifier: 2024/011554

Type of procedure: Open

The procedure is accelerated: no

Main features of the procedure: 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. DALO will, as part of the evaluation, test the received Test Specimens, as part of the tenderers' offers. The test procedure is desribed in Enclosure C - Evaluation method and test description. Each offer will be evaluated and testet by expert panel from DALO. As part of its offer, the tenderer must submit the European Single Procurement Document (ESPD). Please note that a tenderer may rely on the capacity of other entities (e.g. a parent or sister company or a subcontractor), 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 must ensure that an ESPD from the entity or entities on which the tenderer relies is submitted along with the tenderer's own ESPD. The ESPD of the entity or entities in question must include equivalent information. A tenderer may only submit one offer. The tenderer and, if relevant, the participants in the group of entities and/or entities on which the tenderer relies, must use the ESPD, see section 148 of the Danish Public Procurement Act, as preliminary evidence that the participants are not subject to any of the exclusion grounds set out in sections 135 and 136 of the Danish Public Procurement Act, and that the tenderer fulfils the suitability requirements. It is not necessary for the tenderer to sign the ESPD document. If the tenderer is a group of entities (consortiums), the participants not submitting the offer must sign their ESPD document. Any entities relied on must also sign the ESPD. If a tenderer relies

on the capacity of other entities, the candidate shall upon request provide statements of support or other documentation proving that the candidate has access to the necessary economic and financial standing, and that the entity referred to has a legal obligation to the candidate. If such documentation is not provided, DALO cannot take into account the economic and financial standing of such entity or entities. DALO has prepared a template (available in the electronic tender system) to be used to confirm the legal obligation.

2.1.1. Purpose

Main nature of the contract: Supplies

Main classification (cpv): 18000000 Clothing, footwear, luggage articles and accessories

Additional classification (cpv): 18441000 Hats, 18443000 Headgear and headgear accessories

2.1.2. Place of performance

Country subdivision (NUTS): Københavns omegn (DK012)

Country: Denmark

2.1.3. Value

Estimated value excluding VAT: 34 000 000,00 DKK

Maximum value of the framework agreement: 70 000 000,00 DKK

2.1.4. General information

Additional information: In accordance with section 134a of the Danish Public Procurement Act the contracting entity shall exclude a candidate or tenderer from participation in a procurement procedure where the candidate or tenderer is established in a country that is included in the EU list of non-cooperative jurisdictions for tax purposes and has not acceded to the WTO Government Procurement Agreement or other trade agreements committing Denmark to open the public procurement market to tenderers established in that country. However, for reasons of overriding public interest, the contracting entity may refrain from excluding a candidate or tenderer that is subject to the ground for exclusion. It is stressed, however, that the voluntary grounds for exclusion in section 137 of the Danish Public Procurement Act do not apply for this procurement, irrespective of whether the text (which is system-generated) may suggest this. No particular legal form is required. If the agreement is awarded to a group of suppliers (e.g. a consortium), the participants shall undertake joint and several liability and appoint one supplier to represent the group. It is stressed, however, that the voluntary grounds for exclusion in section 137 of the Danish Public Procurement Act do not apply for this procurement, irrespective of whether the text in (which is system-generated) may suggest this. No particular legal form is required. If the agreement is awarded to a group of suppliers (e.g. a consortium), the participants shall undertake joint and several liability and appoint one supplier to represent the group. The agreement is not divided into lots since a division of the agreement will undermine the economies of scale obtainable by one agreement. It is pointed out that this procedure is subject to Article 5k of Regulation (EU) no. 833/2014, as amended. 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 operators that are subject to the prohibition). DALO reserves the right at any time during the tender process to require tenderers to prove that they are not subject to the prohibition, for example by requiring documentation regarding the tenderers' and any subcontractors' place of establishment and ownership. As part of the submission of offer, the tenderer must submit a self-declaration on compliance with labour clauses, CSR obligations and international sanctions. In this connection, DALO reserves the right, at any time during the tender process, to let the tenderer rectify a missing or inadequately completed self-declaration. DALO has uploaded a template (available in the electronic tender system) which must be used as

declaration. Where groups of entities (e.g. consortiums), including temporary joint ventures, participate jointly in the tender procedure, the self-declaration must be submitted separately for each of the participating entities. DALO reserves the right – but is not obliged – to use the remedies provided for in section 159(5) of the Danish Public Procurement Act if offers do not fulfil the requirements of the tender documents. It should be noted that irrespective of the wording of the requirements of the tender documents to the effect that information, declarations and documentation must be submitted, e.g. concerning a description of the deliverables put up for tender, DALO is not prevented from obtaining additional information, etc., pursuant to section 159(5), cf. section 159(6) of the Danish Public Procurement Act. An information meeting will be held on Thursday, 11 Juny 2026 from 12:00 to 14:00 local time prior to the deadline for submission of offer. Reference is made to the instructions to tenderers for further information in that regard. Prior to decision on award of the agreement, DALO requires that the tenderer to whom DALO intends to award the agreement presents documentation for the information stated in the ESPD, see sections 151-155 of the Danish Public Procurement Act. DALO demands that the tenderer and each of the legal entities on whose economic and financial capacities the tenderer relies undertake joint and several liability for the performance of the agreement. The estimated value of the framework agreement is 34.000.000 DKK, and the maximum value of the agreement is 70.000.000 DKK. The reason for the difference between the stated values is the uncertainty regarding the final value of the agreement, see below. Hence, the estimated value constitutes DALO's most qualified estimate of the value of the agreement at the present moment, while the maximum value constitutes the maximum value of purchases under the 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 under the agreement will be distributed in the Danish Defence. If it is decided that the deliverables in question are to be used by more groups of personnel than what is actually decided for now, this will lead to a significantly larger expenditure under the agreement than what is expected at the moment. The offer shall be in the language english og danish.

Legal basis:

Directive 2014/24/EU

The Danish Public Procurement Act (Act no. 1564 of 15 December 2015, as amended). - The Danish Public Procurement Act implements the Public Procurement Directive (2014/24/EU) in Danish law.

2.1.6. Grounds for exclusion

Sources of grounds for exclusion: Notice

Corruption: See section 135(1), para (2) of the Danish Public Procurement Act.

Fraud: See section 135(1), para (3) of the Danish Public Procurement Act.

Money laundering or terrorist financing: See section 135(1), para (5) of the Danish Public Procurement Act.

Participation in a criminal organisation: See section 135(1), para (1) of the Danish Public Procurement Act.

Terrorist offences or offences linked to terrorist activities: See section 135(1), para (4) of the Danish Public Procurement Act.

Child labour and including other forms of trafficking in human beings: See section 135(1), para (6) of the Danish Public Procurement Act.

Grave professional misconduct: See section 136, para (4) of the Danish Public Procurement Act.

Misrepresentation, withheld information, unable to provide required documents or obtained confidential information of this procedure: See section 136(3) of the Danish Public Procurement Act.

Conflict of interest due to its participation in the procurement procedure: See section 136(1) of the Danish Public Procurement Act.

Direct or indirect involvement in the preparation of this procurement procedure: See section 136, para (2) of the Danish Public Procurement Act.

Breaching obligation relating to payment of social security contributions: See section 135(3) of the Danish Public Procurement Act.

Breaching obligation relating to payment of taxes: See section 135(3) of the Danish Public Procurement Act.

5. Lot

5.1. Lot: LOT-0000

Title: Headwear for the Danish Defence

Description: Danish Ministry of Defence Acquisition and Logistics (hereafter, DALO) and the Danish Emergency Management Agency (hereafter, DEMA), are putting acquisition of Headwaer up for af tender. The primary function of the headwear items is to provide protection for the head against wind and weather conditions. Most of the items are being used on a daily basis and some of the products are used for specified tasks. The headwear will be used by men and women for both training and actual military operations.

Internal identifier: 2024/011554

5.1.1. Purpose

Main nature of the contract: Supplies

Main classification (cpv): 18000000 Clothing, footwear, luggage articles and accessories

Additional classification (cpv): 18441000 Hats, 18443000 Headgear and headgear accessories

5.1.2. Place of performance

Country subdivision (NUTS): Københavns omegn (DK012)

Country: Denmark

5.1.3. Estimated duration

Duration: 4 Years

5.1.5. Value

Estimated value excluding VAT: 34 000 000,00 DKK

Maximum value of the framework agreement: 70 000 000,00 DKK

5.1.6. General information

Reserved participation:

Participation is not reserved.

Procurement Project not financed with EU Funds.

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

This procurement is also suitable for small and medium-sized enterprises (SMEs): yes

Additional information: In accordance with section 134a of the Danish Public Procurement Act the contracting entity shall exclude a candidate or tenderer from participation in a procurement procedure where the candidate or tenderer is established in a country that is included in the EU list of non-cooperative jurisdictions for tax purposes and has not acceded to the WTO Government Procurement Agreement or other trade agreements committing Denmark to open the public procurement market to tenderers established in that country. However, for reasons

of overriding public interest, the contracting entity may refrain from excluding a candidate or tenderer that is subject to the ground for exclusion. It is stressed, however, that the voluntary grounds for exclusion in section 137 of the Danish Public Procurement Act do not apply for this procurement, irrespective of whether the text (which is system-generated) may suggest this. No particular legal form is required. If the agreement is awarded to a group of suppliers (e.g. a consortium), the participants shall undertake joint and several liability and appoint one supplier to represent the group. It is stressed, however, that the voluntary grounds for exclusion in section 137 of the Danish Public Procurement Act do not apply for this procurement, irrespective of whether the text in (which is system-generated) may suggest this. No particular legal form is required. If the agreement is awarded to a group of suppliers (e.g. a consortium), the participants shall undertake joint and several liability and appoint one supplier to represent the group. The agreement is not divided into lots since a division of the agreement will undermine the economies of scale obtainable by one agreement. It is pointed out that this procedure is subject to Article 5k of Regulation (EU) no. 833/2014, as amended. 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 operators that are subject to the prohibition). DALO reserves the right at any time during the tender process to require tenderers to prove that they are not subject to the prohibition, for example by requiring documentation regarding the tenderers' and any subcontractors' place of establishment and ownership. As part of the submission of offer, the tenderer must submit a self-declaration on compliance with labour clauses, CSR obligations and international sanctions. In this connection, DALO reserves the right, at any time during the tender process, to let the tenderer rectify a missing or inadequately completed self-declaration. DALO has uploaded a template (available in the electronic tender system) which must be used as declaration. Where groups of entities (e.g. consortiums), including temporary joint ventures, participate jointly in the tender procedure, the self-declaration must be submitted separately for each of the participating entities. DALO reserves the right – but is not obliged – to use the remedies provided for in section 159(5) of the Danish Public Procurement Act if offers do not fulfil the requirements of the tender documents. It should be noted that irrespective of the wording of the requirements of the tender documents to the effect that information, declarations and documentation must be submitted, e.g. concerning a description of the deliverables put up for tender, DALO is not prevented from obtaining additional information, etc., pursuant to section 159(5), cf. section 159(6) of the Danish Public Procurement Act. An information meeting will be held on Thursday, 11 Juny 2026 from 12:00 to 14:00 local time prior to the deadline for submission of offer. Reference is made to the instructions to tenderers for further information in that regard. Prior to decision on award of the agreement, DALO requires that the tenderer to whom DALO intends to award the agreement presents documentation for the information stated in the ESPD, see sections 151-155 of the Danish Public Procurement Act. DALO demands that the tenderer and each of the legal entities on whose economic and financial capacities the tenderer relies undertake joint and several liability for the performance of the agreement. The estimated value of the framework agreement is 34.000.000 DKK, and the maximum value of the agreement is 70.000.000 DKK. The reason for the difference between the stated values is the uncertainty regarding the final value of the agreement, see below. Hence, the estimated value constitutes DALO's most qualified estimate of the value of the agreement at the present moment, while the maximum value constitutes the maximum value of purchases under the 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 under the agreement will be distributed in the Danish Defence. If it is decided that the deliverables in question are to be used by more groups of personnel than what is actually decided for now, this will lead to a

significantly larger expenditure under the agreement than what is expected at the moment.
The offer shall be in the language english og danish.

5.1.9. Selection criteria

Sources of selection criteria: Notice

Criterion: Financial ratio

Description of selection criterion: The tenderer must have an positive equity ratio in each of the last 3 financial years available. The equity ratio (calculated by dividing the tenderer's equity with the tenderer's total assets (equity/total assets x 100) at the end of the last 3 financial years available. Concerning the financial ratios specified in the relevant notice, the procurement documents or the ESPD, the economic operator declares that the actual values for the required ratios are as follows: The tenderer must have an positive equity ratio in each of the last 3 financial years available. The tenderer and other entities, if any, must state the 1) equity, 2) total assets and 3) equity ratio as key figures in the ESPD. The equity and total assets must be stated in DKK. If the tenderer is composed of a group of entities (e.g. consortium), including temporary joint ventures, the equity ratio will be calculated by dividing the sum of the equities of all participants with the sum of the total assets of all participants (the sum of equities/the sum of total assets x 100) in each of the last 3 financial years available. If the tenderer relies on the economic and financial standing of an entity or entities (e.g. a parent or sister company or a subcontractor), the equity ratio will be calculated by dividing the sum of the tenderer's and the entity's/entities' equity with the sum of the tenderer's and the entity's /entities' total assets (the sum of equities/the sum of total assets x 100) in each of the last 3 financial years available. Upon request from DALO, the tenderer must submit the following documentation: Annual reports or excerpts thereof or other documentation stating the tenderer's equity and total assets at the end of the last 3 financial years available if publication of annual reports is required under the law of the country in which the tenderer is established. Where groups of entities (e.g. consortiums), including temporary joint ventures, participate jointly in the tender procedure, 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 other entities (e.g. a parent or sister company or a subcontractor), the documentation must also be provided for each such entity or entities.

5.1.10. Award criteria

Criterion:

Type: Price

Name: Price

Description: DALO will calculate an evaluation-based price.

Category of award weight criterion: Weight (percentage, exact)

Award criterion number: 50

Criterion:

Type: Quality

Name: Quality

Description: This criterion will be evaluated based on the Tender's compliance with the evaluation requirements.

Category of award weight criterion: Weight (percentage, exact)

Award criterion number: 50

5.1.11. Procurement documents

Deadline for requesting additional information: 21/08/2026 11:00:00 (UTC+00:00) Western European Time, GMT

Address of the procurement documents: <https://www.ethics.dk/ethics/eo#/51449b3e-46ef-46fb-9bc6-246731a38b40/publicMaterial>

5.1.12. Terms of procurement

Terms of submission:

Electronic submission: Required

Address for submission: <https://www.ethics.dk/ethics/eo#/51449b3e-46ef-46fb-9bc6-246731a38b40/homepage>

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

Electronic catalogue: Not allowed

Variants: Not allowed

Tenderers may submit more than one tender: Not allowed

Deadline for receipt of tenders: 31/08/2026 11:00:00 (UTC+00:00) Western European Time, GMT

Duration during which the tender must remain valid: 6 Months

Information about public opening:

Opening date: 31/08/2026 11:00:00 (UTC+00:00) Western European Time, GMT

Place: The offers will be opened in the electronic procurement system. Tenderers do not have the opportunity to be present when the offers are opened.

Terms of contract:

The execution of the contract must be performed within the framework of sheltered employment programmes: No

Conditions relating to the performance of the contract: The agreement contains requirements regarding labour clause, CSR requirements, international sanctions as well as provisions regarding risk assessment and follow-up actions; reference is made to the tender documents for further information.

A non-disclosure agreement is required: no

Electronic invoicing: Required

Electronic ordering will be used: no

Electronic payment will be used: yes

Financial arrangement: Payment shall take place no later than 30 days after the supplier has forwarded a satisfactory invoice to DALO. The specific payment terms will be included in the tender documents.

5.1.15. Techniques

Framework agreement:

Framework agreement, without reopening of competition

Maximum number of participants: 1

Additional buyer coverage: The agreement will be concluded 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 for procurement on the terms and conditions of the agreement. In addition, the Danish Emergency Management Agency is entitled to use the agreement, see also the tender documents.

Information about the dynamic purchasing system:

No dynamic purchase system

5.1.16. Further information, mediation and review

Review organisation: Klagenævnet for Udbud

Information about review deadlines: Pursuant to the Danish Consolidation (Act no. 593 of 2 June 2016, as amended) on the Complaints Board for Public Procurement, the following time-limits for filing a complaint apply: 1) 45 calendar days after the contracting entity has published

a notice in the Official Journal of the European Union that the contracting entity has entered into an agreement. The deadline is calculated from the day after the day when the notice was published. 2) Thirty calendar days calculated from the day after the day when the contracting entity has notified the candidates concerned that an agreement based on a framework agreement with reopening of competition or a dynamic purchasing system has been entered into if the notification has included an explanation of the relevant grounds for the decision. 3) Six months after the contracting entity entered into a framework agreement calculated from the day after the day when the contracting entity notified the candidates and tenderers concerned, see section 2(2). The complainant must inform the contracting entity of the complaint in writing not later than simultaneously with the lodging of the complaint to The Complaints Board for Public Procurement stating whether the complaint has been lodged in the standstill period, see section 6(4) of the Act on The Complaints Board for Public Procurement. If the complaint has not been lodged in the standstill period, the complainant must also state whether it is requested that the appeal be granted suspensory effect, see section 12(1). The Complaints Board for Public Procurement's own guidance note concerning complaints is available on the Complaints Boards website.

Organisation providing additional information about the procurement procedure: Danish Ministry of Defence Acquisition and Logistics Organisation

Organisation providing offline access to the procurement documents: Danish Ministry of Defence Acquisition and Logistics Organisation

Organisation providing more information on the review procedures: Konkurrence- og Forbrugerstyrelsen

Organisation receiving requests to participate: Danish Ministry of Defence Acquisition and Logistics Organisation

Organisation processing tenders: Danish Ministry of Defence Acquisition and Logistics Organisation

8. Organisations

8.1. ORG-0001

Official name: Danish Ministry of Defence Acquisition and Logistics Organisation

Registration number: 16-28-71-80

Postal address: Lautrupbjerg 1-5

Town: Ballerup

Postcode: 2750

Country subdivision (NUTS): Københavns omegn (DK012)

Country: Denmark

Contact point: Sinem Gamze Tecer

Email: 00503749@mil.dk

Telephone: 40161336

Internet address: <https://www.fmi.dk>

Roles of this organisation:

Buyer

Organisation providing additional information about the procurement procedure

Organisation providing offline access to the procurement documents

Organisation receiving requests to participate

Organisation processing tenders

8.1. ORG-0002

Official name: Klagenævnet for Udbud

Registration number: 37795526
Postal address: Toldboden 2
Town: Viborg
Postcode: 8800
Country subdivision (NUTS): Vestjylland (DK041)
Country: Denmark
Contact point: Klagenævnet for Udbud
Email: kfu@naevneneshus.dk
Telephone: +45 72405600
Internet address: <https://naevneneshus.dk/start-din-klage/klagenaevnet-for-udbud/>
Information exchange endpoint (URL): <https://naevneneshus.dk/start-din-klage/klagenaevnet-for-udbud/>

Roles of this organisation:

Review organisation

8.1. ORG-0003

Official name: Konkurrence- og Forbrugerstyrelsen
Registration number: 10294819
Postal address: Carl Jacobsens Vej 35
Town: Valby
Postcode: 2500
Country subdivision (NUTS): Byen København (DK011)
Country: Denmark
Contact point: Konkurrence- og Forbrugerstyrelsen
Email: kfst@kfst.dk
Telephone: +45 41715000
Internet address: <https://www.kfst.dk>
Information exchange endpoint (URL): <https://www.kfst.dk>

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

Notice information

Notice identifier/version: c049a0d4-61fa-402f-b8fc-5237c2dc11ad - 01

Form type: Competition

Notice type: Contract or concession notice – standard regime

Notice subtype: 16

Notice dispatch date: 22/05/2026 07:19:01 (UTC+00:00) Western European Time, GMT

Notice dispatch date (eSender): 22/05/2026 11:27:16 (UTC+00:00) Western European Time, GMT

Languages in which this notice is officially available: English

Notice publication number: 355402-2026

OJ S issue number: 99/2026

Publication date: 26/05/2026