

Denmark-Ballerup: Medical equipments

OJ S 129/2023 07/07/2023

Contract notice**Supplies****Legal Basis:**

Directive 2014/24/EU

Section I: Contracting authority

I.1. Name and addresses

Official name: Danish Ministry of Defence Acquisition and Logistics Organisation

National registration number: 16-28-71-80

Postal address: Lautrupbjerg 1-5

Town: Ballerup

NUTS code: DK032 Sydjylland

Postal code: 2750

Country: Denmark

Contact person: Nicklas Juel Frydkjær

E-mail: fmi-sd-alj13@mil.dk**Internet address(es):**Main address: www.fmi.dk**I.2. Information about joint procurement**

The contract is awarded by a central purchasing body

I.3. Communication

The procurement documents are available for unrestricted and full direct access, free of charge, at: <https://www.ethics.dk/ethics/eo#/b63482df-d0ee-494b-8c09-efff4079e5d9/publicMaterial>

Additional information can be obtained from the abovementioned address

Tenders or requests to participate must be submitted electronically via: <https://www.ethics.dk/ethics/eo#/b63482df-d0ee-494b-8c09-efff4079e5d9/homepage>

Tenders or requests to participate must be submitted to the abovementioned address

Electronic communication requires the use of tools and devices that are not generally available. Unrestricted and full direct access to these tools and devices is possible, free of charge, at: <https://www.ethics.dk/ethics/eo#/b63482df-d0ee-494b-8c09-efff4079e5d9/homepage>

I.4. Type of the contracting authority

Ministry or any other national or federal authority, including their regional or local subdivisions

I.5. Main activity

Defence

Section II: Object

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

Framework Agreement regarding purchase of Field dressings, Compressed Gauze and Triangular Bandages

II.1.2. Main CPV code

33100000 Medical equipments

II.1.3. Type of contract

Supplies

II.1.4. Short description

This tender concerns a framework agreement regarding the purchase of several types of field dressings, compressed gauze and bandages to be used within the Danish Defence as first aid. The agreement requires the capacity to deliver all stated products in the tender documents in their entirety, and has conditions related to delivery times.

For further information regarding the tender see section II.2.4) Description of the procurement

II.1.5. Estimated total value

Value excluding VAT: 5 000 000,00 DKK

II.1.6. Information about lots

This contract is divided into lots: no

II.2. Description

II.2.2. Additional CPV code(s)

33141000 Disposable non-chemical medical consumables and haematological consumables

II.2.3. Place of performance

NUTS code: DK032 Syddjylland

II.2.4. Description of the procurement

The field dressings, compressed gauze and triangular bandage, are used by the Danish Defence as first aid in the field to stop hemorrhaging and bandage wounds, and for other medical training of combat units.

The field dressings and compressed gauze are important items of the various first aid kits issued by the Danish Defense.

The first aid kits are a collection of supplies designed to treat or limit various combat injuries.

Each item in the first aid kits is sized to fit the dimensions of the kit, whereas all the packaged items in this requirement specification have fixed dimensions.

The Agreement has certain conditions related to delivery times, and requires the capacity to fully deliver bandages, compresses, and field dressings in the following sizes:

- (1) 17x17cm

- (2) 20x25cm

- (3) 25x40cm

- Finger tube bandages

- Z-folded compressed gauze

- Fixation bandages

- Non-woven compresses

- Triangular bandages. And has certain conditions related to delivery times.

The tenderer shall in connection with the tender process deliver 5 of each product described in appendix A "Requirement specification" in connection with the submission of the offer. All information regarding the product samples can be found in the document Instructions To Tenderers.

II.2.5. Award criteria

Criteria below
Price

II.2.6. Estimated value

Value excluding VAT: 5 000 000,00 DKK

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

Duration in months: 48
This contract is subject to renewal: no

II.2.10. Information about variants

Variants will be accepted: no

II.2.11. Information about options

Options: no

II.2.13. Information about European Union funds

The procurement is related to a project and/or programme financed by European Union funds:
no

II.2.14. Additional information

The Agreement is entered into by DALO. However, all authorities under the Danish Ministry of Defence, including all units of the Danish Defence subject to the commands of the Chief of Defence shall be entitled to use the Agreement for the purchase of products included in the Deliverables on the terms and conditions of the Agreement.

Section III: Legal, economic, financial and technical information

III.1. Conditions for participation

III.1.2. Economic and financial standing

List and brief description of selection criteria:
No criteria in connection with this tender

III.1.3. Technical and professional ability

List and brief description of selection criteria:
No criteria in connection with this tender

III.2. Conditions related to the contract

III.2.2. Contract performance conditions

Reference is made to the procurement documents regarding payment terms. Invoicing must be done in accordance with the applicable Danish legislation on public payments. At present, this is Danish consolidation act. no. 798 of June 2007 which requires electronic invoicing. Exact terms are stated in the contract.

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No particular legal form is required. If the contract is awarded to a group of suppliers (e.g. a consortium), the participants shall undertake joint and several liabilities and to appoint one supplier to represent the group.

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The Framework Agreement contains requirements regarding labour clause, CSR requirements, inter-national sanctions as well as provisions regarding risk assessment and

follow-up actions; reference is made to Appendix B and Appendix B.1 for further information. In the procurement of the Framework Agreement the risk profile is assessed to the following follow-up action (risk level): C. See section VI.3 for further information.

Section IV: Procedure

IV.1. Description

IV.1.1. Type of procedure

Open procedure

IV.1.3. Information about a framework agreement or a dynamic purchasing system

The procurement involves the establishment of a framework agreement

Framework agreement with a single operator

IV.1.8. Information about the Government Procurement Agreement (GPA)

The procurement is covered by the Government Procurement Agreement: yes

IV.2. Administrative information

IV.2.1. Previous publication concerning this procedure

Notice number in the OJ S: [2023/S 020-052810](#)

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

Date: 11/09/2023 Local time: 13:00

IV.2.3. Estimated date of dispatch of invitations to tender or to participate to selected candidates

IV.2.4. Languages in which tenders or requests to participate may be submitted

English, Danish

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

Duration in months: 6 (from the date stated for receipt of tender)

IV.2.7. Conditions for opening of tenders

Date: 11/09/2023 Local time: 13:00

Section VI: Complementary information

VI.1. Information about recurrence

This is a recurrent procurement: no

VI.3. Additional information

Regarding section II.1.5): The estimated value of the framework agreement is kr. 5 mio. and the maximum value of the framework agreement is kr. 10 mio. The reason for the difference between the stated values is the uncertainty regarding the final value of the framework agreement, cf. below. Hence, the estimated value constitutes DALO's most qualified estimate of the value of the framework agreement at the present moment, while the maximum value constitutes the maximum value of purchases under the framework agreement in its duration.

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The uncertainty regarding the final value of the framework agreement is primarily caused by uncertainty regarding exactly how extensively the deliverables of the framework agreement will be distributed in the Danish Defence. If decision is made that the deliverables in question shall

be utilized by more groups of personnel than what is actually decided for now, this will lead to a significant larger expenditure on the framework agreement than what is expected at the moment.

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The tenderer must together with the tender submit an ESPD as preliminary evidence of the circumstances set out in § 148(1) (1-3) of the Public Procurement Act. The tenderer and, if relevant, the participants in the group of entities, must use the electronic version of the ESPD available at ETHICS' web portal. The ESPD shall be fulfilled and submitted at ETHICS' web portal in accordance with the instructions given by ETHICS. . If the tenderer is a group of entities (consortiums), each participant's ESPD document must be signed by the participant in question. It is not necessary for the participant submitting the tender to sign his ESPD document.

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Prior to decision on award of the contract, DALO shall require that the tenderer to whom DALO intends to award the contract presents documentation for the information stated in the ESPD, cf. §§ 151-155 of the said Act. Please see the document "Additional information", which is located at the ETHICS-webportal, cf. section I.3), for further information on the matter.

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Regarding section III.2.2): As part of the submission of an offer the tenderer must submit a self-declaration on compliance with labour clauses, CSR obligations and international sanctions. If the self-declaration is not submitted or is inadequate, the tenderer cannot be taken into consideration for the Framework Agreement. However, 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.

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DALO has uploaded a template (available in the ETHICS web portal) which must be used as a statement.

When associations of several entities (eg. Consortiums), including temporary joint ventures, participate as one tenderer, the self-declaration must be filled out separately for each of the participating entities.

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The Framework Agreement is not divided into lots on the grounds that a division of the contract would entail disproportionate costs due to subsequent contract administration

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If the same legal entity is a part of or in any other way participates in several offers, e.g. submits his own offer and at the same time participates in a consortium which also submits an offer, the tenderers shall ensure that the same legal entity's participation does not provide for opportunity for mutual coordination of their offers. DALO reserves the right to request the tenderers to establish and reassure DALO that the same legal entity's participation does not threaten the transparency and distort competition between the tenderers.

VI.4. Procedures for review

VI.4.1. Review body

Official name: Klagenævnet for Udbud

Postal address: Toldboden 2

Town: Viborg

Postal code: 8800

Country: Denmark

E-mail: klfu@naevneneshus.dk

Telephone: +45 72405600

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

VI.4.3. Review procedure

Precise information on deadline(s) for review procedures:

Pursuant to the Danish Consolidation Act no. 593 of 2 June 2016 on the Complaints Board for Public Procurement (available at www.retsinformation.dk), the following time limits for filing a complaint apply:

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Complaints regarding public procurements and decisions subject to Chapter II or III of the Public Procurement Act, which does not concern a candidate not being invited to tender, must in accordance with § 7(2) of the Act on The Complaints Board for Public Procurement be filed with The Complaints Board for Public Procurement with-in:

1) 45 calendar days after the contracting authority has published a contract award notice in the Official Journal of the European Union. The time limit is calculated from the day after the publication date.

2) 30 calendar days starting the day after the contracting authority has notified the tenderers in question, that the contracting authority has entered into a contract based on a framework agreement through reopening of competition or a dynamic purchasing system, provided that the notification includes an account of the reasons for the decision.

3) 6 months after the contracting authority has entered into the framework agreement starting the day after the contracting authority has sent notification to the candidates/tenderers involved, cf. § 2(2) or § 171(4) of the Public Procurement Act, provided that the notification included an account of the reasons for the decision.

4) 20 calendar days starting the day after the contracting authority has published a notice concerning his decision to uphold the contract, cf. § 185(2) of the Public Procurement Act.

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The complainant must inform the contracting authority of the complaint in writing at the latest simultaneously with the lodge of the complaint to The Complaints Board for Public Procurement stating whether the complaint has been lodged in the stand-still period, cf. § 6(4) of the Act on The Complaints Board for Public Procurement. If the complaint has not been lodged in the stand-still period, the complainant must also state whether it is requested that the appeal is granted delaying effect, cf. § 12(1).

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Contact information for The Complaints Board for Public Procurement is stated in section VI.4.1).

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The Complaints Board for Public Procurement's own guidance note concerning complaints is available on the website stated in section VI.4.1).

VI.4.4. Service from which information about the review procedure may be obtained

Official name: Konkurrence- og Forbrugerstyrelsen

Postal address: Carl Jacobsens Vej 35

Town: Valby

Postal code: 2500

Country: Denmark

E-mail: kfst@kfst.dk

Telephone: +45 41715000

Internet address: www.kfst.dk

VI.5.

Date of dispatch of this notice

03/07/2023