

**Denmark-Ballerup: Clothing, footwear, luggage articles and accessories**  
**OJ S 140/2023 24/07/2023**  
**Contract award notice**  
**Supplies**

**Legal Basis:**

Directive 2014/24/EU

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**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: DK Danmark

Postal code: 2750

Country: Denmark

Contact person: Caroline Rytter Larsen

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

Telephone: +45 72815306

**Internet address(es):**

Main address: [www.fmi.dk](http://www.fmi.dk)

**I.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

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**Section II: Object**

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

**II.1.1. Title**

Ceremonial Weapons eg. Sabers and Daggers

**II.1.2. Main CPV code**

18000000 Clothing, footwear, luggage articles and accessories

**II.1.3. Type of contract**

Supplies

**II.1.4. Short description**

The Danish Ministry of Defence Acquisition and Logistics Organisation (DALO) wished to enter into a Framework Agreement that covers the acquisition of Ceremonial Weapons eg. Sabers and Daggers.

DALO intended to use the Ceremonial Weapons for the Danish Defence, hereunder; the Danish Army, the Danish Navy and the Danish Air force.

The Ceremonial Weapons are to be used during official appearances e.g. under parades and ceremonies, where ceremonial weapons are required by the Danish Defence.

The Ceremonial Weapons eg. Sabers and Daggers, that form part of the Agreement, shall for instance include the following items; Sabers for the Danish Navy and the Danish Army, Daggers for the Danish Air Force, the Danish Navy and the Danish Army. Furthermore, Scabbards for both Sabers and Daggers and also Spare parts for Sabers.

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

This contract is divided into lots: no

#### **II.1.7. Total value of the procurement**

Value excluding VAT: 20 000 000,00 DKK

### **II.2. Description**

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

18000000 Clothing, footwear, luggage articles and accessories, 35800000 Individual and support equipment, 35311000 Swords, cutlasses, bayonets and lances

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

NUTS code: DK05 Nordjylland

NUTS code: DK Danmark

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

Please see description in section II.1.4) above.

DALO will, as part of the tender procedure, invite the tenderers to a Clarification meeting, regarding the tender proces and the Test Specimen. See time Schedule cf. Instructions to Tenderers, section 9 on Ethics and read more info about the Clarification meeting cf.

Instructions to Tenderers, section 4.2. DALO will, as part of the evaluation, test the received Test Specimens, as part of the tenderer's offer. The Test Procedure is described in Enclosure 3 - Test Procedure. Each offer will be evaluated and tested by a Subject Matter Expert (SME) panel from DALO.

#### **II.2.5. Award criteria**

Quality criterion - Name: Quality / Weighting: 60%

Quality criterion - Name: Delivery Time / Weighting: 10%

Price - Weighting: 30%

#### **II.2.11. Information about options**

Options: no

#### **II.2.13. Information about European Union funds**

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

#### **II.2.14. Additional information**

The Agreement is entered into by DALO. However, all divisions of the Danish Ministry of Defence, including all units of the Danish Defence subject to the command of the Chief of Defence is entitled to use the Agreement.

## **Section IV: Procedure**

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### **IV.1. Description**

#### **IV.1.1. Type of procedure**

Open procedure

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

The procurement involves the establishment of a framework agreement

#### **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 058-170920](#)

#### **IV.2.8. Information about termination of dynamic purchasing system**

#### **IV.2.9. Information about termination of call for competition in the form of a prior information notice**

### **Section V: Award of contract**

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**Contract No:** 4600006731

**Title:**

Ceremonial Weapons e.g. Sabers and Daggers

A contract/lot is awarded: yes

### **V.2. Award of contract**

#### **V.2.1. Date of conclusion of the contract**

05/07/2023

#### **V.2.2. Information about tenders**

Number of tenders received: 2

Number of tenders received from SMEs: 2

Number of tenders received from tenderers from other EU Member States: 2

Number of tenders received from tenderers from non-EU Member States: 0

Number of tenders received by electronic means: 2

The contract has been awarded to a group of economic operators: no

#### **V.2.3. Name and address of the contractor**

Official name: WKC Stahl- und Metallwarenfabrik Hans Kolping GmbH & Co KG

National registration number: HRA 19860, HRB 14829

Postal address: Wittkullerstrasse 140-144

Town: Sollingen

NUTS code: DE Deutschland

Postal code: D-42719

Country: Germany

The contractor is an SME: yes

#### **V.2.4. Information on value of the contract/lot**

Initial estimated total value of the contract/lot: 20 000 000,00 DKK

Total value of the contract/lot: 20 000 000,00 DKK

#### **V.2.5. Information about subcontracting**

### VI.3. Additional information

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

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

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Regarding section II.1.5): The estimated value of the framework agreement is 8 mio. and the maximum value of the framework agreement is 20 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.

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 or/and entities on which the [tenderer/candidate] relies on, must use the electronic version of the ESPD available at ETHICS' web portal. The ESPD shall be fulfilled and submitted at ETHICS' web portal in accordance with the instructions given by ETHICS. The ESPD document must be signed by the supporting entity. It is not necessary for the tenderer to sign the ESPD document. If the tenderer is a group of entities (consortiums), each participant's ESPD document must be signed by the participant in question. It is not necessary for the participant submitting the tender to sign his ESPD document.

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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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The framework agreement is not divided into lots on the grounds described in the document “Additional information”, which is located at the ETHICS-webportal, cf. section I.3).  
For further information regarding this procurement, please see the document “Additional information”, which is located at the ETHICS-webportal, cf. section I.3).  
DALO does not provide remuneration for the participants in the tender.

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

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

Official name: Klagenævnet for Udbud (The Complaints Board for Public Procurement)  
Postal address: Toldboden 2  
Town: Viborg  
Postal code: 8800  
Country: Denmark  
E-mail: [klfu@naevneneshus.dk](mailto: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 Section 7(2) of the Danish Consolidation Act no. 593 of 2 June 2016 on the Complaints Board for Public Procurement (available at [www.retsinformation.dk](http://www.retsinformation.dk)), complaints must be filed with The Complaints Board for Public Procurement within:

- 1) 45 calendar days after the contracting authority has published a contract award notice in the Official Journal of the European Union (with effect from the day following the publication date).
- 2) 30 calendar days starting the day after the contracting authority has informed 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 a short account of the relevant reasons for the decision.
- 3) 6 months starting the day after the contracting authority has sent notification to the candidates/tenderers involved that the contracting authority has entered into the framework agreement, cf. § 2(2) or § 171(4) of the Public Procurement Act, provided that the notification included a short account of the relevant 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) of the said Act.

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The e-mail of The Complaints Board for Public Procurement is stated in section VI.4.1.  
The Complaints Board for Public Procurement’s own guidance note concerning complaints is available at the internet address stated in section VI.4.1.

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

Official name: Konkurrence- og Forbrugerstyrelsen (The Danish Competition and Consumer Authority)  
Postal address: Carl Jacobsens Vej 35

Town: Valby  
Postal code: 2500  
Country: Denmark  
E-mail: [kfst@kfst.dk](mailto:kfst@kfst.dk)  
Telephone: +45 41715000  
Internet address: [www.kfst.dk](http://www.kfst.dk)

**VI.5. Date of dispatch of this notice**  
19/07/2023