

**Denmark-Ballerup: IT services: consulting, software development, Internet and support**  
**OJ S 161/2023 23/08/2023**  
**Contract award notice**  
**Services**

**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: DK0 Danmark

Postal code: 2750

Country: Denmark

Contact person: Thomas Bach Tengberg

E-mail: [FMI-KTP-SD-AC-CLM@MIL.DK](mailto:FMI-KTP-SD-AC-CLM@MIL.DK)

Telephone: +45 24764237

**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**

Contract lifecycle management (CLM) solution

**II.1.2. Main CPV code**

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

**II.1.3. Type of contract**

Services

**II.1.4. Short description**

DALO has decided to digitalize its contracts and procurement documents through a Contract Creation System delivered as Software as a Service (SaaS).

Through a software supported clause library, modular set up and wizard, the Contract Creation System shall support DALO's different document types and the overall user experience of the Sourcing Managers when creating contracts and other procurement documents.

**II.1.6.**

## **Information about lots**

This contract is divided into lots: no

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

Value excluding VAT: 2 350 000,00 EUR

## **II.2. Description**

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

72212310 Document creation software development services, 72212311 Document management software development services, 72250000 System and support services, 72253000 Helpdesk and support services, 72253100 Helpdesk services, 72253200 Systems support services, 72254000 Software testing, 72254100 Systems testing services, 72312000 Data entry services, 72312100 Data preparation services, 72317000 Data storage services

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

NUTS code: DK01 Hovedstaden

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

DALO intends to streamline and automate its ways of working with Contract Creation. DALO has decided to digitalize its contracts and procurement documents through a Contract Creation System.

The Contract Creation System that DALO has decided to purchase will not replace another Contract Creation System, as Contract Creation is not digitalized in a software solution at DALO today. The focus is to support all of DALO's business needs in relation to Contract Creation driven by the requirements in the respective departments Legal and Acquisition & Contracting as well as the operational functions.

Through a software supported clause library, the Contract Creation System shall support DALO's different document types ranging from very complex documents to very simple documents. The Contract Creation System shall support DALO's documents in both complexity and volume, as some of the documents are very complex and DALO, as of today, has approximately 125 different templates that needs to be aligned to the extent possible and structured in a modular setup based on one combined clause library.

The Contract Creation System will be used holistically across DALO by the different departments, but the primary users will be employees in Legal and Acquisition & Contracting. The Contract Creation System is able to support the Contract Creation phase, including initiation and completion of first draft, internal review and authoring as well as negotiation with Third Party Users and signing of the contracts. Additionally, the Contract Creation System also fulfils a number of general requirements which cover the general use of the Contract Creation System.

The Contract Creation System besides automating the back end part of contract creation also provides a user interface, capabilities and support so as the primary users will have a user-friendly experience of working with the system.

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

Quality criterion - Name: Functionality / Weighting: 50 %

Quality criterion - Name: User Experience / Weighting: 20 %

Price - Weighting: 30 %

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

Options: yes

Description of options:

DALO has with a written notice of one (1) week, in the duration of the contract, the opportunity to purchase

extra user accesses for the Solution.

DALO has the opportunity to purchase access for five (5) category 1 users with a duration of one (1) year.

This is possible to do a hundred (100) times.

DALO has the opportunity to purchase access for one (1) category 2 users with a duration of one (1) year.

This is possible to do a hundred (100) times

DALO has the opportunity to purchase access for five (5) category 3 users with a duration of one (1) year.

This is possible to do a hundred (100) times.

DALO has the opportunity to purchase access for two (2) category 4 users with a duration of (1) year.

This is possible to do fifty (50) times.

#### **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**

### **Section IV: Procedure**

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

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

Competitive procedure with negotiation

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

##### **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: [2022/S 169-478390](#)

##### **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**

The contracting authority will not award any further contracts based on the above prior information notice

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

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**Contract No:** 5300000771

**Title:**

Contract for delivery and maintenance of a contract lifecycle management solution with associated services

A contract/lot is awarded: yes

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

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

16/08/2023

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

Number of tenders received: 3

Number of tenders received from SMEs: 1

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

Number of tenders received from tenderers from non-EU Member States: 1

Number of tenders received by electronic means: 3

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

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

Official name: Accenture A/S

National registration number: 13227500

Postal address: Bohrsgade 35, Copenhagen V

Town: Copenhagen

NUTS code: DK0 Danmark

Postal code: 1799

Country: Denmark

The contractor is an SME: no

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

Initial estimated total value of the contract/lot: 2 350 000,00 EUR

Total value of the contract/lot: 2 350 000,00 EUR

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

The contract is likely to be subcontracted Value or proportion likely to be subcontracted to third parties Proportion: 90 %

## **Section VI: Complementary information**

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### **VI.3. Additional information**

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

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

The use of the ESPD is a precondition for participation in the procurement procedure, cf. § 148 of the Public Procurement Act. DALO shall require that the candidate apply the ESPD as preliminary evidence that the

candidate is not subject to the grounds of exclusion stipulated in §§ 135 and 136 of the said Act, that the candidate fulfils the minimum requirements for suitability fixed in accordance with § 140, cf. section III.1.2), and how the candidate fulfils the objective and non-discriminatory criteria of selection, cf. § 145(2), cf. section II.2.9).

The candidate and, if relevant, the participants in the group of entities or/and entities on which the candidate relies on, must use the ESPD available at the website, cf. section I.3). The ESPD shall be fulfilled and submitted

to the e-mail address stated in section I.3). The ESPD document must be signed by the supporting entity. It is not necessary for the candidate to sign the ESPD document. If the candidate 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. 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.

The contract is not divided into lots on the grounds described in the document "Additional information", which is located at the website, cf. section I.3).

For further information regarding this procurement, please see the document "Additional information", which is located at the website, cf. section I.3).

DALO does not provide remuneration for the participants in the tender.

The negotiation phase is generally expected to proceed as follows:

After receiving the initial tenders, negotiation meetings will be held with the tenderers.

During the negotiation process, the tenderers can ask questions in writing about the tender material and the subject of the contract.

Following the negotiations, DALO may issue a revised tender material for a further initial or final offer.

Tenderers will at the same time be informed hereof with a request to submit an initial or final tender.

After receiving the final tenders, DALO conducts tender evaluation and decides on the award of the contract.

Reference is made to the more detailed description in the tender conditions

#### **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](mailto:klfu@naevneneshus.dk)

Telephone: +45 72405600

Internet address: <https://klfu.naevneneshus.dk/>

##### **VI.4.3. Review procedure**

Precise information on deadline(s) for review procedures:

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

Complaints regarding a candidate not being pre-qualified must be filed with The Complaints Board for Public Procurement within 20 calendar days starting the day after the contracting authority has sent notification to the

candidates involved, cf. § 7(1) of the Act on The Complaints Board for Public Procurement, provided that the notification includes an account of the reasons for the decision.

Other complaints must in accordance with § 7(2) of the Act on The Complaints Board for Public Procurement be filed with The Complaints Board for Public Procurement within:

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

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

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

4) 20 calendar days starting the day after the contracting authority has published a notice concerning his decision to uphold the contract, cf. § 185(2) of the Public Procurement Act. The complainant must inform the contracting authority of the complaint in writing at the latest simultaneously with the lodge of the complaint to The Complaints Board for Public Procurement stating whether the complaint has been lodged in the stand-still period, cf. § 6(4) of the Act on The Complaints Board for Public Procurement.

If the complaint has not been lodged in the stand-still period, the complainant must also state whether it is requested that the appeal is granted delaying effect, cf. § 12(1).

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

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

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

Official name: Konkurrence- og Forbrugerstyrelsen

Postal address: Carl Jacobsens Vej 35

Town: Valby

Postal code: 2500

Country: Denmark

E-mail: [kfst@kfst.dk](mailto:kfst@kfst.dk)

Telephone: +45 41715000

Internet address: [www.kfst.dk](http://www.kfst.dk)

#### **VI.5. Date of dispatch of this notice**

18/08/2023