Denmark-Ballerup: Textile fabrics and related items
OJ S 185/2022 26/09/2022
Contract award notice
Supplies

Legal Basis:
Directive 2014/24/EU

Section I: Contracting authority

I.1. Name and addresses

Official name: Danish 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
Telephone: +45 72815306
Internet address(es):
Main address: 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

Section II: Object

II.1. Scope of the procurement

II.1.1. Title

Embroidered and Weaved Products

II.1.2. Main CPV code

19200000 Textile fabrics and related items

II.1.3. Type of contract

Supplies

II.1.4. Short description

Danish Ministry of Defence Acquisition and Logistics Organisation (hereafter, DALO) and the Danish Emergency Management Agency (hereafter, DEMA) DEMA, were putting acquisition of Embroidered and Weaved Products up for a tender. Se detailed description in section II. 2.4). The Embroidered and Weaved Products, that form part of the Agreement, shall for instance include the following items; Insignia of Rank (fully embroidered), Insignia (weaved),

Qualification- and Organisation Insignias, Nationality Badge (weaved), Sleeve Badge (embroidered on felt) and Cap Band (weaved) used by the Danish Defence and also DEMA.
The Framework agreement shall also include Felt backing products for metal badges.
The Embroidered and Weaved Products can be sewn directly on the uniforms or used as accessories by means of “slip-ons” or / and VELCRO attachment, mainly used on uniforms by the Air Force, Navy, Army, Home Guard and DEMA.

II.1.6. Information about lots
This contract is divided into lots: no

II.1.7. Total value of the procurement
Value excluding VAT: 11 000 000,00 DKK

II.2. Description

II.2.2. Additional CPV code(s)
18000000 Clothing, footwear, luggage articles and accessories, 19200000 Textile fabrics and related items, 19210000 Woven fabrics, 19240000 Special fabrics, 19270000 Non-woven fabrics, 19400000 Textile yarn and thread

II.2.3. Place of performance
NUTS code: DK Danmark
NUTS code: DK05 Nordjylland

II.2.4. Description of the procurement
The buyer intends to use the Deliverables for the Danish Defence and DEMA.
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, section 9 and read more 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 tenderers' offers. 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 times / 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

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: 2022/S 073-194358

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

Contract No: 4600006234

Title:
Embroidered and Weaved Products

A contract/lot is awarded: yes

V.2. Award of contract

V.2.1. Date of conclusion of the contract
16/09/2022

V.2.2. Information about tenders
Number of tenders received: 4
Number of tenders received from SMEs: 4
Number of tenders received from tenderers from other EU Member States: 1
Number of tenders received from tenderers from non-EU Member States: 1
Number of tenders received by electronic means: 4
The contract has been awarded to a group of economic operators: no

V.2.3. Name and address of the contractor
Official name: Albrecht Bender GmbH u.CO
National registration number: DE 132802864
Postal address: Richard Stücklen Strasse 15
Town: Weissenburg
NUTS code: DE Deutschland
Postal code: 91781
Country: Germany
E-mail: lindstroem@a-bender.de
The contractor is an SME: yes

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

Initial estimated total value of the contract/lot: 11 000 000,00 DKK
Total value of the contract/lot: 11 000 000,00 DKK

V.2.5. Information about subcontracting

Section VI: Complementary information

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.
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.
Regarding section II.1.5): The estimated value of the Framework Agreement is 11 million DKK and the maximum value of the Framework Agreement is 20 million DKK. 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.
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 tenderer apply the ESPD as preliminary evidence that the tenderer is not subject to the grounds of exclusion stipulated in §§ 135 and 136 of the said Act, that the tenderer fulfils the minimum requirements for suitability fixed in accordance with § 140, cf. section III.1.2).
The tenderer and, if relevant, the participants in the group of entities or/and entities on which the tenderer 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 (consurtiums), 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 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
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:
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 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 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.
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 (The Danish Competition and Consumer Authority)
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
21/09/2022