

Denmark-Ballerup: Security, fire-fighting, police and defence equipment

OJ S 211/2021 29/10/2021

Contract notice

Supplies

Directive 2009/81/EC

Section I: Contracting authority/entity

I.1. Name and addresses

Official name: The Danish Ministry of Defence Acquisition and Logistics Organisation

Postal address: Lautrupbjerg 1-5

Town: Ballerup

Postal code: 2750

Country: Denmark

For the attention of: KAPS - Emil Haun Hansen

E-mail: ehha@kammeradvokaten.dk**Internet address(es):**General address of the contracting authority/entity: <http://www.fmi.dk>Electronic access to information: http://eu.eu-supply.com/app/rfq/rwlenrance_s.asp?PID=314507&B=KAElectronic submission of tenders and requests to participate: http://eu.eu-supply.com/app/rfq/rwlenrance_s.asp?PID=314507&B=KA**Additional information can be obtained from:**

Official name: The Danish Ministry of Defence Acquisition and Logistics Organisation

Postal address: Lautrupbjerg 1-5

Town: Ballerup

Postal code: 2750

Country: Denmark

E-mail: ehha@kammeradvokaten.dk**Specifications and additional documents (including documents for competitive dialogue and a dynamic purchasing system) can be obtained from:**

Official name: The Danish Ministry of Defence Acquisition and Logistics Organisation

Postal address: Lautrupbjerg 1-5

Town: Ballerup

Postal code: 2750

Country: Denmark

E-mail: ehha@kammeradvokaten.dk**Tenders or requests to participate must be submitted:** Official name: The Danish Ministry of Defence Acquisition and Logistics Organisation

Postal address: Lautrupbjerg 1-5

Town: Ballerup

Postal code: 2750

Country: Denmark

E-mail: ehha@kammeradvokaten.dk**I.2. Type of the contracting authority**

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

I.3. Main activity

I.4. Contract award on behalf of other contracting authorities/entities

The contracting authority is purchasing on behalf of other contracting authorities: no

Section II: Object of the contract

II.1. Description

II.1.1. Title attributed to the contract by the contracting authority

Acquisition of a Secure Voice Communication System (VCS) and appertaining sustainment services

II.1.2. Type of contract and place of performance or delivery

Supplies

Purchase

NUTS code DK Danmark

II.1.3. Information about framework agreement

The procurement involves the establishment of a framework agreement

II.1.4. Information about framework agreement

Framework agreement with a single operator

Duration of the framework agreement

Duration in years: 20

Justification for a framework agreement, the duration of which exceeds seven years: As described in section II.1.5) below, DALO intends to award:

- 1) An Acquisition Contract concerning the acquisition of a VCS, and
- 2) A Framework Agreement concerning the sustainment of the VCS.

The Framework Agreement will have a duration of 7 (seven) years with the possibility of renewal 4 (four) times: 1 (one) for 7 (seven) years and 3 (three) for each 2 (two) years (7 + 7 + 2 + 2 + 2). The total duration of 20 (twenty) years is justified in particular on the following grounds:

- a) The VCS has an expected life time of 20 (twenty) years and needs to be maintained throughout all 20 (twenty) years to ensure the VCS meet the operational requirements. If the VCS is not fully functional, and consequently does not meet the operational requirements, this will lead to negative effects on the execution of the operational tasks of the armed forces and may have an impact on Denmark's security situation, which is not acceptable;
- b) DALO's knowledge of the market shows that it is not possible to have another/third party economic operator maintaining the VCS without disproportionate technical difficulties, because maintenance of the VCS requires detailed technical insight of the VCS. Detailed technical insight is anticipated to be a major challenge and will be difficult to master for a third party. Furthermore, DALO has extensive requirements for continuous operation, in the planned lifespan of the VCS and insufficient knowledge of an external supplier concerning the VCS may impact negatively on the fulfillment of the availability of the VCS, which is unacceptable to DALO.

Estimated total value of purchases for the entire duration of the framework agreement

Estimated value excluding VAT:

Range: between 150000000 and 350000000 DKK

II.1.5. Short description of the contract or purchase(s)

- 1) General description of the Contract:

This Contract Notice concerns DALO's award of an Acquisition Contract, with a Sustainment Framework Agreement, for the procurement of a VCS, including sustainment, i.e. development, implementation, maintenance and support during its life time (20 years). In order to facilitate both the acquisition and the sustainment, the procurement comprised by this Contract Notice includes two main contractual agreements: an Acquisition Contract and a Sustainment Framework Agreement (together the "Contract"). These two agreements are mutually dependent and shall be seen together as a whole regulating the contractual relations between the winning supplier and DALO.

2) The Acquisition Contract:

The VCS shall facilitate voice communication between ground operational centers and other ground based operational entities as well as communication to and from aircrafts and vessels. The VCS will be used intensively and on a continuous basis (24/7/365) by the Danish Defence, including and foremost the Royal Danish Navy in relation to maritime surface surveillance and the Royal Danish Air Force for air surveillance, air battle management and Command and Control.

Consequently, it is of utmost importance that the VCS and its functionalities operate with a high level of availability. Furthermore, in order for the VCS to efficiently contribute to the missions and operations within the span of tasks under the Danish Defence, the VCS must have the following functionalities and characteristics:

The VCS shall be scalable in terms of the number of centers, users and radios, the types of radios and services. The VCS is to be installed in Denmark on approx. 40 remote radio sites and 5 operational centers, one Test and School System, and one Reference System for reproduction of problems and test of software updates. Each radio site may have different types of radios allocated including HF, VHF, UHF and TETRA radios. Furthermore, the VCS shall integrate a voice recording system and a Cisco Call Manager based IP-telephone system operated by the Danish Defence (GFE).

The VCS shall be security accredited to the classification level NATO SECRET and the Danish classification level HEMMELIGT. It is noted that NATO SECRET and HEMMELIGT is two individual accreditation approvals.

The VCS' primary function is to interconnect radios, telephone systems, intercom and public announcement systems. Besides the VCS' primary function, the VCS shall be able to separate voice communication in minimum two security domains up to and including the classification levels NATO SECRET and HEMMELIGT.

The VCS shall have a dedicated management system. VCS system components shall be capable of being used in all locations with an available IP infrastructure, including satellite links with high latency. The VCS shall be based on End-to-End IP architecture.

TEMPEST modified equipment in the VCS shall be compliant to NATO SDIP-27.

The VCS will be using DALO's own government furnished equipment (GFE), including IP-WAN, cryptographic devices and Voice Recorders and shall be designed to integrate a wide range of different types of radios. TEMPEST modified equipment is also required at selected locations of the VCS.

As part of the Contract, the supplier shall deliver system documentation and technical maintenance documentation for the VCS. Furthermore, the supplier shall deliver initial training and education for all kinds of users, including operators, system administrators and super-users.

3) The Sustainment Framework Agreement:

During the expected lifetime of the VCS, DALO shall be able to acquire development and repair services and maintenance, including the possibility to acquire spare parts as well as off site and on site technical support. As part of these deliverables, the supplier shall ensure that the system documentation and the technical maintenance documentation are kept updated

continuously. On request, DALO shall be able to acquire training and education for all kinds of users, including operators, system administrators and super-users, remote radio site technicians as well as tailor made courses. Furthermore, the Supplier shall host a Reference system at a location in Denmark.

II.1.6. CPV code(s)

35000000 Security, fire-fighting, police and defence equipment, 35710000 Command, control, communication and computer systems, 35720000 Intelligence, surveillance, target acquisition and reconnaissance, 50334400 Communications system maintenance services

II.1.7. Information about subcontracting

The tenderer has to indicate any change occurring at the level of subcontractors during the execution of the contract

II.1.8. Lots

This contract is divided into lots: no

II.1.9. Information about variants

Variants will be accepted: no

II.2. Scope of the procurement

II.2.1. Total quantity or scope

Estimated value excluding VAT:

Range: between 150000000 and 350000000 DKK

II.2.2. Information about options

Options: yes

Description of options: The duration of the Sustainment Framework Agreement may be extended up to 4 (four) times: 1 (one) for 7 (seven) years and 3 (three) for each 2 (two) years (maximum of 20 (twenty) years in total), cf. section II.2.3) below.

Provisional timetable for recourse to these options:
in months: 240 (from the award of the contract)

II.2.3. Information about renewals

This contract is subject to renewal: yes

Number of possible renewals: 4

In the case of renewable supplies or service contracts, estimated timeframe for subsequent contracts:

in months: 240 (from the award of the contract)

II.3. Duration of the contract or time limit for completion

Section III: Legal, economic, financial and technical information

III.1. Conditions related to the contract

III.1.1. Deposits and guarantees required

If advance payments are required, an on-demand guarantee from a recognised financial institution must be presented. The financial institution has to be approved by DALO.

III.1.2. Main financing conditions and payment arrangements and/or reference to the relevant provisions governing them

Reference is made to the tender material regarding payment terms. Invoicing shall be done in

accordance with applicable Danish legislation on public payments. At present, this is the Danish Consolidation act. No 798 of June 2007, which requires invoicing to be done electronically. Exact terms will be stated in the Contract.

III.1.3. Legal form to be taken by the group of economic operators to whom the contract is to be awarded

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

III.1.4. Other particular conditions to which the performance of the contract is subject, in particular with regard to security of supply and security of information

The Contract shall be executed in accordance with DALO's rules on Corporate Social Responsibility (CSR) which includes a labour clause. Further information can be found in Annex F to the Contract which will be made available for the prequalified candidates /tenderers.

In accordance with standard practice, the Danish Defence Intelligence Service ("DDIS") has made an assessment of the Danish Armed Forces' acquisition of the VCS covered by this tender procedure to determine the scope of the security provisions which DDIS considers necessary to apply for the acquisition and subsequent sustainment of the VCS.

These security provisions are reflected in Annex X to the Contract which shall apply for the performance of the Contract and the Sustainment Framework Agreement. Annex X is available via Digitale Udbud. The permalink is stated in section I.1). Some of the security requirements are listed below, however the list shall be read in connection with Annex X.

- No later than at Final Delivery Date (18 months after commencement of the Contract), the supplier (i.e. the tenderer to which the Contract is awarded) shall have obtained a facility security clearance at the classification level NATO SECRET, and a facility security clearance at the Danish classification level HEMMELIGT or as a minimum at a classification level equivalent to the Danish classification level HEMMELIGT, issued by the national security authority in the country, where the Supplier is located.

- Security provisions relevant for the use of subcontractors are stipulated in Annex X, clause 2.2.2.

- Security provisions relevant for the undertaking at which the Reference System, as described in section II.1.5), is located are stipulated in Annex X, clause 2.2.3.

- Security provisions relevant for the personnel of the supplier and possible subcontractors are stipulated in Annex X, clause 2.3.

- Security provisions relevant for the handling of classified digital information is stipulated in Annex X, clause 3.

As further described in Annex X, clause 2.1, it is a precondition for the exchange of information classified to a Danish classification level between Denmark and a foreign country, and consequently also between DALO and the supplier and any subcontractors, specifically related to the VCS covered by the Contract, that a General Security Agreement (GSA) or a Military Security Agreement (MSA) between the Danish Government and the country, in which the Supplier and/or subcontractor is situated, has been ratified. A MSA and GSA shall be understood as described in Annex X, clause 2.1.

As also stated in the Danish Defence Security Provisions; Defence Command Provision ("FKOBST") 358-1, a GSA or MSA has currently been ratified between Denmark and the following countries: Australia, Canada, Estonia, Finland, Iceland, Poland, Latvia, France, Norway, Switzerland, Slovakia, Great Britain, Sweden, South Korea, Germany, England, USA, Singapore.

As a consequence of the above mentioned, DALO will in general only invite candidates to participate in the tender procedure, cf. section IV.1.2), that are situated in one of the above mentioned countries (for which a GSA or MSA with Denmark has been ratified). If the candidate is composed of a group of entities (e.g. a consortium), including temporary joint ventures, each participant must be situated in one of the above mentioned countries. Likewise, for any candidate relying on subcontractors which entail that the subcontractors in question shall handle information classified to Danish classification levels, it follows that these subcontractors all have to be situated in one of the abovementioned countries.

However, as further described in section IV.1.2), DALO will potentially select and invite one (and only one) candidate, which is situated in another country than the above mentioned countries, to participate in the tender procedure if it can be demonstrated that such supplier is situated in a country where the necessary GSA or MSA will be ratified no later than at the deadline for the tenderer's submission of BAFO (best and final offer) (expectedly in Q3 2022). If such an agreement is not ratified at the deadline for submission of BAFO, the chosen candidate will be excluded from the tender procedure.

The Contract 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, are entitled to use the Sustainment Framework Agreement.

III.1.5. Information about security clearance

III.2. Conditions for participation

III.2.1. Personal situation

Criteria regarding the personal situation of economic operators (that may lead to their exclusion) including requirements relating to enrolment on professional or trade registers

List and brief description of conditions: When submitting the offers (but not the request for participation), the tenderers must submit a declaration stating that the tenderer (1) is not subject to any of the reasons for exclusion stated in Art. 39(1) of the Defence and Security Directive (2009/81/EC) and (2) to which degree the tenderer has unpaid overdue debt in relation to tax, duties or social security contributions under Danish law or under the law of the country in which the tenderer is established. A template for the declaration will be provided with the tender material, and the tenderer is encouraged – but not obliged - to use it. If the tenderer is composed of a group of entities (e.g. a consortium), including temporary joint ventures, a solemn declaration shall be submitted for each participating entity.

Be advised that DALO shall exclude a tenderer which has unpaid overdue debt of DKK 100,000 or more to public authorities in relation to tax, duties or social security contributions under Danish law or under the law of the country in which the tenderer is established, unless the tenderer has provided collateral for the overdue debt, will provide collateral for the overdue debt or has entered into an installment agreement, which has not been breached at the time of submitting the offer. Exclusion is pursuant to the reasons for exclusion in the Defence and Security Directive, Art. 39(2), paras f and g.

Also be advised that DALO may exclude a tenderer 1) which has been found not to possess the reliability necessary to exclude risks to the security of the Danish State based on any means of evidence, including protected data sources, or 2) which has been guilty of grave professional misconduct proven by any means which the contracting authority/entity can supply, such as a breach of obligations regarding security of information or security of supply during a previous contract. Exclusion is pursuant to the reasons for exclusion in the Defence and Security Directive, art. 39(2), para d and e.

However, DALO may not exclude a tenderer which has provided sufficient documentation that the tenderer is reliable. DALO will decide whether the documentation is sufficient. Hence, the

tenderer is considered reliable based on guidelines equal to the guidelines provided for in section 138(1-4) of the Danish Act no. 1564 of 15.12. 2015 – The Public Procurement Act.

III.2.2. Economic and financial ability

Criteria regarding the economic and financial standing of economic operators (that may lead to their exclusion)

List and brief description of conditions: Annual reports or excerpts thereof or other documentation stating the candidate's annual turnover for the last 3 (three) financial years, if publication of annual reports is required under the law of the country in which the candidate is established, and to the extent such information is available.

Minimum level(s) of standards possibly required: Minimum level(s) of standards possibly required:

The candidate must have had an annual turnover of at least DKK 200,000,000 in each of the last 3 (three) financial years. If the turnover is not stated in said currency, DALO will calculate the turnover based on the official exchange rate on the date this notice was published.

If the candidate is composed of a group of entities (e.g. a consortium), including temporary joint ventures, the annual turnover is calculated as the sum of all the participants' annual turnover in each of the last 3 (three) financial years available.

If the candidate relies on the economic and financial standing of an entity or entities, the annual turnover will be calculated as the sum of the candidate's annual turnover and the entity or entities' annual turnover in each of the last 3 (three) financial years available.

III.2.3. Technical and/or professional capacity

Criteria regarding the technical and/or professional ability of economic operators (that may lead to their exclusion)

List and brief description of conditions:

1) Demonstration of experience:

The candidates shall submit a list of deliveries that are considered most relevant in relation to similar deliveries (references), cf. section II 1.5), carried out prior to the deadline for the request to participate.

The list must contain a maximum of 5 (five) previous deliveries, regardless of whether the candidate is one entity, composed of a group of entities (e.g. a consortium), including temporary joint ventures, or relies on the technical and professional capacity of other entities.

If the list contains more than 5, DALO will only consider the first 5 deliveries on the list.

Deliveries beyond that will be disregarded. Each reference (delivery) should be presented by a description specifically prepared by the candidate for the application for participation.

Consequently, DALO encourages the candidates not to include any attachments or other separate documents to the description (for instance, in the form of general presentations, cover letters or other general descriptions of the delivery covered by the reference in question).

Only deliveries (references) that have been completed, i.e. where all deliverables (excluding any support deliveries) have been completed to the customer in question, at the time of the deadline for the request to participate will be considered when assessing if the minimum requirement for suitability stated below is fulfilled and which candidate that has documented the most relevant previous deliveries, cf. section IV.1.2).

If the delivery in question is ongoing (e.g. is being delivered under a framework agreement), only the part of the deliverables that has been completed at the time of the deadline for the request to participate will be considered when assessing if the minimum requirement for suitability stated below is fulfilled and which candidate that has documented the most relevant previous deliveries, cf. section IV.1.2).

As a consequence of the above mentioned, it is important that the candidate clearly states the

relevant dates of the deliveries and, with regard to an ongoing delivery, which part of the delivery that has been completed.

The list of the most important similar deliveries is expected to include the following information regarding each delivery:

- The name of the delivery, including information regarding volume and value.
- The date of the deliveries (when specifying the date for the deliveries, the candidate should state the date for the commencement and completion of the deliveries, including possible date (s) for completed Factory Acceptance Test (FAT or equivalent), Site Acceptance Test (SAT or equivalent), and date(s) for putting the VCS into operation.
- the recipient of the delivery (specific names/countries are preferred, alternatively as much generic information regarding the recipient as possible.
- information about what national and/or National security classification level the delivery has been accredited to.
- a high level description of the delivery, including all information the candidate finds relevant in order for DALO to identify similarities to the Contract/purchase described in section II.1.5).

This should include, but is not limited to, information regarding the following topics:

- a) the intended use of the delivery,
- b) number of operating and supportive centers, connected radios and radio types, users, domains, voice separation in more domains, and inclusion of GFE,
- c) relevant information regarding approval with regards to NATO STANAG SDIP 27 and TEMPEST level, and
- d) information regarding appertaining services delivered with regards to sustainment and development.

Please note that any ambiguities and/or unclear descriptions in the information submitted may be regarded negatively in DALO's assessment of the delivery (reference).

Please note that a candidate may rely on the technical and professional capacity of other entities (e.g. a parent or sister company or a sub supplier), irrespective of the legal nature of the relations between the candidate and the entity or entities on which the candidate relies.

2) Security clearance:

The candidate shall submit a declaration as evidence of the candidate's facility security clearance. The declaration shall include information regarding the facility security clearance sufficient for DALO/DDIS to verify the validity of the stated facility security clearance, and should include the following information:

- Name and origin of the issuing NSA/DSA/NATO unit
- Particulars of the NSA/DSA/NATO unit (contact details, point of contact who is available for the inquiry of DALO/DDIS, etc.) (the candidate hereby confirms that the point of contact has been informed of the potential inquiry (in English) from DALO/DDIS),
- The name and level of the issued facility security clearance (including the case/file number which can be used for inquiries),
- The duration of the facility security clearance (issuing date and expiration date),
- Other possible information or description relevant for the DALO/DDIS verification of the facility security clearance.

DALO has prepared a template (template 6 to the PQQ, cf. section IV.1.3 below) which can be used as the required declaration. If the candidate is composed of a group of entities (e.g. a consortium), including temporary joint ventures, each participant must submit said declaration.

Minimum level(s) of standards possibly required

1) Demonstration of experience:

The candidate shall demonstrate experience with at least 1 (one) completed delivery of a VCS that is able to separate voice communication in 2 (two) or more domains. The VCS shall be approved/accredited to either the classification level NATO SECRET, the Danish classification

level HEMMELIGT, or an equivalent national classification level.

2) Facility security clearance

The candidate shall hold a facility security clearance at a minimum classification level NATO RESTRICTED or the Danish classification level TIL TJENESTEBRUG, or another national classification level equivalent to TIL TJENESTEBRUG at the time of the deadline for the request to participate.

DALO will accept a facility security clearance issued by the National Security Authority /Designated Security Authority (NSA/DSA) in the country in which the candidate is located. However, DALO reserves the right to ask the DDIS (Danish Defence Intelligence Service) to verify whether or not the facility security clearance stated by the tenderer is in fact in DDIS' view equivalent to the classification level NATO RESTRICTED or TIL TJENESTEBRUG. Reference is made to section III.1.4) and Annex X and the fact, that the supplier will be contractual obligated to obtain a facility security clearance at a higher level than required by the minimum requirement stated in this section III.2.3), point 2.

If the candidate is composed of a group of entities (e.g. a consortium), including temporary joint ventures, each participant must hold the required security clearance.

III.2.4. Information about reserved contracts

III.3. Conditions specific to services contracts

III.3.1. Information about a particular profession

Execution of the service is reserved to a particular profession: no

III.3.2. Information about staff responsible for the performance of the contract

Obligation to indicate the names and professional qualifications of the staff assigned to performing the contract: no

Section IV: Procedure

IV.1. Type of procedure

IV.1.1. Type of procedure

Negotiated

IV.1.2. Information about the limits on the number of candidates to be invited

Envisaged number of candidates 6

Objective criteria for choosing the limited number of candidates: As described in section III.1.4), DALO will in general only select/invite candidates situated in the countries (for which a GSA or MSA with Denmark has been ratified) mentioned in section III.1.4) to participate in the tender procedure. However, to accommodate for the inclusion of a potential candidate situated in a country for which a GSA or MSA with Denmark has not been ratified, DALO will select /invite the six candidates to participate in the tender procedure in accordance with the following:

The limitation of candidates will be based on an evaluation of those candidates that have documented the most relevant previous deliveries in comparison to the Contract/purchases described in section II.1.5) above.

In the evaluation, DALO will take into account the nature of the previous deliveries where special weight will be given to similarities with the VCS itself. Secondary weight will be given to a Sustainment Framework Agreement with regard to maintenance and development and the extent to which this agreement shows similarities to the sustainment under the VCS contract in this tender procedure. Furthermore, the time of the delivery will be taken into account so that

more recent deliveries will be deemed more relevant than older deliveries.

The evaluation will be based on the list of references submitted by the candidates according to section III.2.3).

Please note that any ambiguities and/or incomprehensibilities in the information submitted may be regarded negatively in the evaluation when selecting the limited number of candidates.

A candidate (and only one candidate) situated in a country for which a GSA or MSA has not been ratified will only be among the six candidates that are invited to participate in the tender procedure, if the candidate in question is among the six candidates that have documented the most relevant previous deliveries.

Consequently, if two or more candidates situated in a country for which a GSA or MSA with Denmark has not been ratified are among the six candidates that have documented the most relevant previous deliveries, only the candidate which have documented the more relevant previous deliveries of the two will be invited to participate in the tender procedure. The other candidate(s) will be replaced with the next candidate(s) in line that are situated in a country for which a GSA or MSA with Denmark is already in place.

If DALO for instance assesses that only a maximum of four or less candidates situated in a country for which a GSA or MSA with Denmark has been ratified, the above mentioned limitation shall also apply. Thus, DALO will in this case (still) only invite one candidate situated in a country for which a GSA or MSA with Denmark has not been ratified to participate in the tender procedure, and consequently DALO will in this case invite a number of candidates lower than six to participate in the tender procedure.

In accordance with section III.1.4), DALO can only enter into the Contract with a candidate /supplier which are situated in a country for which a GSA or MSA with Denmark is already in place. In order to assure that a sufficient number of candidates, for which this precondition is fulfilled already at the time of prequalification, are participating in the tender process, and thereby to ensure that DALO will not later on in the tender process end up with no or too few candidate/suppliers which can be awarded the Contract (with the potential consequence that the tender process must be annulled), the above mentioned method of selection is applied. MSA and GSA shall be understood as described in section III.1.4).

IV.1.3. Information about reduction of the number of solutions or tenders during negotiation or dialogue

Recourse to staged procedure to gradually reduce the number of solutions to be discussed or tenders to be negotiated yes

IV.2. Award criteria

IV.2.1. Award criteria

The most economically advantageous tender in terms of Price is not the only award criterion and all criteria are stated only in the procurement documents

IV.2.2. Information about electronic auction

An electronic auction has been used: no

IV.3. Administrative information

IV.3.1. File reference number attributed by the contracting authority

IV.3.2. Previous publication concerning this procedure

Other previous publications

Notice number in the OJ S: [2020/S 050-119738](#) of 11.3.2020

Notice number in the OJ S: [2019/S 075-179624](#) of 16.4.2019

IV.3.3. Conditions for obtaining specifications and additional documents or descriptive document

IV.3.4. Time limit for receipt of tenders or requests to participate

29.11.2021 - 13:00

IV.3.5. Estimated date of dispatch of invitations to tender or to participate to selected candidates

IV.3.6. Languages in which tenders or requests to participate may be submitted

Danish. English.

Section VI: Complementary information

VI.1. Information about recurrence

This is a recurrent procurement: no

VI.2. Information about European Union funds

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

VI.3. Additional information

Regarding section IV.3.6): Please note that the tender material is in English. However, it is permissible to submit applications for participation and offers in either Danish or English. Negotiations during the tender procedure may be conducted in Danish or English depending on the preferences of the specific tenderer. However, the minutes of these meetings will be drafted in English. Questions submitted during the tender procedure shall be written in English and DALO will answer these questions in English.

Regarding section II 2.1): The estimated value of the framework agreement and acquisition contract combined is DKK 150 mio. and the maximum value of the framework agreement and the acquisition contract combined is DKK 350 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 Sustainment Framework Agreement at the present moment, while the maximum value constitutes the maximum value of purchases under the Sustainment Framework Agreement in its duration.

The uncertainty regarding the final value of the Sustainment Framework Agreement and the acquisition contract is primarily caused by uncertainty regarding exactly how extensively the need for acquiring services, in particular the need for functional improvements of the VCS, under the Sustainment Framework Agreement will be. This is primarily due to the fact that changes to the operational needs for the VCS of the Danish Defence compared to the existing situation may cause a significant larger expenditure on the framework agreement than what is expected at the moment.

This tender is conducted according to the negotiated procedure, cf. Directive 2009/81/EC, Article 26. The candidates who will be invited to submit tenders will receive further practical information regarding the negotiated procedure in the Instructions to Tenderers.

Essential parts/documents of the tender material will be classified to the classification level TIL TJENESTEBRUG (equivalent to the classification level NATO RESTRICTED). The tender material will in general only be made available for the prequalified candidates/tenderers.

The applied evaluation method for the offers received from the prequalified tenderers entails a

user test. The user test shall be arranged by the tenderer (by setting up a test environment) at the tenderer's expense. The DALO user evaluation team's travel and accommodation costs will be at DALO's expense. Further information regarding this user test is stated in the tender material.

Tenderers are expressly made aware that DALO reserves the right to regard the INDO as a best and final offer (BAFO) and to close the tender procedure and award the Contract on the basis of the submitted INDO, i.e. without conducting any negotiations.

Candidates are asked to submit their request to participate via Digitale Udbud. The permalink is stated in section I.1). The request to participate cannot be submitted by e-mail.

If the candidate's request to participate includes documents that are classified, candidates are asked to submit their request to participate in 3 (three) hard copies and electronically on a CD /USB or equivalent medium in a sealed envelope marked 'Danish Defence Acquisition and Logistics Organisation (DALO), Post- og varemottagelsen, Lautrupbjerg 1-5, DK-2750 Ballerup, Denmark, Att.: Jette Røygard, PK-PP204, application regarding secure voice communication system, must not be opened in the reception'.

In case of discrepancy between the hard copy and the electronic version, the hard copy shall take precedence.

DALO have prepared a prequalification questionnaire (PQQ) which candidates are strongly encouraged to use when submitting their applications. The questionnaire contains questions, forms and templates for providing information etc. in accordance with the requirements in this Contract Notice. However, it is emphasized that it is the sole responsibility of the candidate that the information provided fulfils the requirements, also if the PQQ is used. Please note that any ambiguities and/or incomprehensibilities in the information submitted may be regarded negatively in the evaluation when selecting the limited numbers of candidates. DALO reserves the right, but is not obliged, to use remedies equal to the remedies provided for in section 159 (5) of the Danish Act No 1564 of 15 December 2015, the Public Procurement Act, if applications or tenders do not fulfill the formalities set out in the tender documents.

The questionnaire is available via Digitale Udbud. The permalink is stated in section I.1).

Please note that each candidate may only submit 1 (one) request for participation. If the same legal entity is a part of or in any other way participates in several applications, e.g. submits his own application and at the same time participates in a consortium which also applies, the candidates shall ensure that the same legal entity's participation does not provide the opportunity for mutual coordination of their applications and offers. DALO reserves the right to request the candidates to establish and reassure DALO that the same legal entity's participation does not threaten the transparency and distort competition between the tenderers. According to the EU defence directive, a candidate may rely on the economic and financial standing and/or technical and/or professional capacity of other entities, regardless of the legal nature of the links with the entities. If a candidate wants to rely on other entities and wishes that the capacity of other entities is taken into account when DALO assesses the suitability of the candidate, the candidate must prove that the other entities will and shall put the relevant resources at the disposal of the candidate. A template for a declaration from the supporting entity to this effect is included in the prequalification questionnaire referred to above.

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.

DALO encourages the candidates to submit any questions regarding the request to participate in the tender procedure (prequalification), including questions regarding the prequalification criteria and the use of DALO's PQQ template. This shall be done via the electronic tendering system, Digitale Udbud. The permalink is stated in Section I.1).

Questions received no later than 14 days before the deadline for the request to participate, cf.

section IV.3.4), will be answered by DALO no later than 6 days before the deadline. Questions received later than 14 days before the deadline will however be answered unless the nature of the question makes it disproportionately onerous for DALO to answer 6 days before the deadline. Answers to questions received later than 6 days before the deadline cannot be expected.

VI.4. Procedures for review

VI.4.1. Review body

Official name: Klagenævnet for Udbud
Postal address: Nævnenes Hus, Toldboden 2
Town: Viborg
Postal code: 8800
Country: Denmark
E-mail: klfu@naevneneshus.dk
Telephone: +45 72405600
Internet address: <http://www.klfu.dk>

VI.4.2. 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: 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 starting the day after the contracting authority has sent notification to the candidates and tenderers involved, cf. § 2(2).

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.4.3).

VI.4.3. Service from which information about the review procedure may be obtained

Official name: Klagenævnet for udbud
Postal address: Nævnenes Hus, Toldboden 2
Town: Viborg
Postal code: 8800
Country: Denmark
E-mail: kifu@naevneneshus.dk
Telephone: +45 72405600
Internet address: <https://naevneneshus.dk/start-din-klage/klagenaevnet-for-udbud/>

VI.5. Date of dispatch of this notice

27.10.2021