

Denmark-Ballerup: Laboratory, optical and precision equipments (excl. glasses)

OJ S 225/2021 19/11/2021

Contract notice

Supplies

**Legal Basis:**

Directive 2014/24/EU

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**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: Rikke Løber-Meincke

E-mail: [fmi-sd-alj09@mil.dk](mailto:fmi-sd-alj09@mil.dk)

Telephone: +45 72814079

**Internet address(es):**

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

**I.3. Communication**

The procurement documents are available for unrestricted and full direct access, free of charge, at: <https://www.ethics.dk/ethics/eo#/d087db04-ee84-46dc-a167-832f0735446e/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#/d087db04-ee84-46dc-a167-832f0735446e/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#/d087db04-ee84-46dc-a167-832f0735446e/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

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**Section II: Object**

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

**II.1.1. Title**

Acquisition and Sustainment of Fourier Transform Infrared Spectroscopy (FTIR) instruments

**II.1.2. Main CPV code**

38000000 Laboratory, optical and precision equipments (excl. glasses)

**II.1.3. Type of contract**

Supplies

**II.1.4. Short description**

This tender concerns the acquisition and sustainment of FTIR instruments for the Danish Ministry of Defence. DALO wishes to enter into a framework agreement that covers both the acquisition of instruments as well as sustainment of these by delivery of spare parts, consumables and services.

**II.1.5. Estimated total value**

Value excluding VAT: 4 000 000,00 DKK

**II.1.6. Information about lots**

This contract is divided into lots: no

**II.2. Description****II.2.2. Additional CPV code(s)**

38432000 Analysis apparatus, 38433000 Spectrometers, 35000000 Security, fire-fighting, police and defence equipment, 35113200 Nuclear, biological, chemical and radiological protection equipment

**II.2.3. Place of performance**

NUTS code: DK Danmark

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

The FTIR instruments will be used by the Danish Defence and the Danish Emergency Management Agency (DEMA) to identify a wide range of different chemical compounds as part of the emergency preparedness. The framework agreement covers both the acquisition of the instruments and the delivery of spare parts, consumables and services in connection with keeping the instruments operational. The framework agreement regarding the acquisition of FTIR instruments has a duration of 4 years and for the sustainment of the instrument (spare parts, consumables and services) has a duration of 10 years.

**II.2.5. Award criteria**

Price is not the only award criterion and all criteria are stated only in the procurement documents

**II.2.6. Estimated value**

Value excluding VAT: 4 000 000,00 DKK

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

Duration in months: 120

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 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 III: Legal, economic, financial and technical information**

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### **III.1. Conditions for participation**

#### **III.1.2. Economic and financial standing**

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

#### **III.1.3. Technical and professional ability**

List and brief description of selection criteria:  
No selection criteria in 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 must be conducted in consideration of corporate social responsibility (CSR) and it contains a labour clause, please see Appendix B for further information.

## **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

Framework agreement with a single operator

In the case of framework agreements, provide justification for any duration exceeding 4 years:

The framework agreement has a duration of 4 years in connection with the acquisition of FTIR instruments and a duration of 10 years in connection with the

sustainment (spare parts, consumables and services) of the instruments. The longer duration of the service agreement is due to the fact that the instruments are expected to be operational for 10 years.

#### **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: [2020/S 132-322750](#)

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

Date: 25/01/2022 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: 25/01/2022 Local time: 13:01

#### **Section VI: Complementary information**

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##### **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 4 mio. DKK and the max. value of the framework agreement is 5,5 mio. 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.

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Attention is drawn to the Investment Screening Act (Act. No. 842 of 10 May 2021) according to which certain companies are required to apply for permission from the Danish Business Authority prior to entering into "special financial agreements" within particularly sensitive sectors and activities. Further information can be obtained from <https://businessindenmark.virk.dk/guidance/erst-activities-covered-by-the-investment-screening-act/Special-financial-agreements/>.

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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. The tenderer and, if relevant, the participants in the group of entities 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' 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. DALO shall exclude a tenderer from participation in the procurement procedure, if the tenderer is subject to one of the compulsory grounds for exclusion in §§ 135 and 136 of the said Act unless the tenderer has provided sufficient documentation that the tenderer is reliable in accordance to § 138 of the said Act. Please note that certain voluntary exclusion grounds in Directive 2014/24/EU on public procurement have been made compulsory in § 136 of the said Act.

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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.

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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. 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.

DALO does not provide remuneration for the participants in the tender. DALO reserves the right – but is not obliged – to use the remedies provided for in Section 159(5) of the the Public Procurement Act if applications or offers do not fulfil the formalities of the tender documents

#### **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://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](http://www.retsinformation.dk)), the following time limits for filing a complaint apply:

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.

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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.

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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](mailto:kfst@kfst.dk)

Telephone: +45 41715000

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

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

15/11/2021