

634011-2026 - Competition

Denmark – Oil spillage monitoring services – Airborne Maritime Pollution Surveillance

OJ S 178/2026 15/09/2026

Contract or concession notice – standard regime - Change notice
Services

1. Buyer

1.1. Buyer

Official name: Danish Ministry of Defence Acquisition and Logistics Organisation

Email: 00466253@mil.dk

Legal type of the buyer: Central government authority

Activity of the contracting authority: Defence

2. Procedure

2.1. Procedure

Title: Airborne Maritime Pollution Surveillance

Description: This tender concerns a contract for Airborne Maritime Pollution Surveillance. The overall purpose is to limit and mitigate pollution in the Danish waters — territorial sea and the Danish economic exclusive zone (as defined in the Danish act on Protection of the Marine Environment (in Danish: Havmiljøloven) section 5) by performing airborne maritime pollution control and to enforce the Danish act on Protection of the Marine Environment (in Danish: Havmiljøloven). Further information about the characteristics of the airborne maritime pollution control can be obtained from the following sources: — The United Nations Convention on the Law of the Sea; UNCLOS; — The Bonn-Agreement; — The Helsinki Convention (HELCOM); — The DANGERNETH Plan; — The SWEDENGER Plan; — The Copenhagen Agreement. The supplier enters this agreement with DALO as the contracting party, and the inherent tasks are performed by the Danish Defence. The responsibility for pollution response and counter-pollution surveillance of the marine environment rests with the Ministry of Resilience and Preparedness. As such, this agreement may be subject to transfer to the Ministry of Resilience and Preparedness or an agency under the Ministry's purview, such as the Danish Emergency Management Agency. The maritime pollution surveillance is conducted by airborne area coverage of the Danish waters and this is supplemented by satellite based surveillance by European Maritime Safety Agency (EMSA). The Supplier of Airborne Maritime Pollution Surveillance shall overfly areas within the Danish waters — territorial sea and the Danish economic exclusive zone (as defined in the Danish act on Protection of the Marine Environment section 5) two times weekly. The flights shall take place both at day time and at night time and under all weather conditions of common occurrence in the respective areas. Flights will be scheduled by the Supplier. During the flights the Danish waters shall be monitored with the purpose of identifying prospective pollution. Monitoring shall be conducted by means of sensor equipment, which is capable of monitoring the water surface for oil spill etc. The sensor equipment must be made available by the Supplier. During the flights the Supplier shall collect evidence of any observed pollution, hereunder by photo and other documentation and by means of air-drop of oil spill sampling buoys, with the purpose of for example giving the Danish Authorities information to assess the measures to be taken in combating the pollution and providing evidence for further investigation and/or preliminary charges. Specifically the Supplier shall provide the following for airborne maritime pollution

surveillance: — Flight system; — sensor equipment; — air crew and system operators necessary for operating flight system and sensor equipment. The Supplier must prior to commencement undertake extensive practical training of his air crew and system operators. The Supplier must ensure that the system operators are at all times duly qualified and trained to perform the task. The Supplier shall be available for participation in multinational operations on behalf of Denmark. The number of such operations is expected to be up to three per year. Participation in such operations is comparable to the flights as described above. The Supplier shall be available/stand by for the duration of these operations.

Procedure identifier: 06fd6e1d-cd8f-4810-895e-3a00b6f2a921

Type of procedure: Open

The procedure is accelerated: no

Main features of the procedure: As part of its offer, the tenderer must submit the European Single Procurement Document (ESPD). Please note that a tenderer may rely on the capacity of other entities (e.g. a parent or sister company or a subcontractor), irrespective of the legal nature of the relations between the tenderer and the entity or entities on which the tenderer relies. In this case, the tenderer must ensure that an ESPD from the entity or entities on which the tenderer relies is submitted along with the tenderer's own ESPD. The ESPD of the entity or entities in question must include equivalent information. A tenderer may only submit one offer. The tenderer and, if relevant, the participants in the group of entities and/or entities on which the tenderer relies, must use the ESPD, see section 148 of the Danish Public Procurement Act, as preliminary evidence that the participants are not subject to any of the exclusion grounds set out in sections 135 and 136 of the Danish Public Procurement Act, and that the tenderer fulfils the suitability requirements. It is not necessary for the tenderer to sign the ESPD document. If the tenderer is a group of entities (consortiums), the participants not submitting the offer must sign their ESPD document. Any entities relied on must also sign the ESPD.

2.1.1. Purpose

Main nature of the contract: Services

Main classification (cpv): 90741100 Oil spillage monitoring services

Additional classification (cpv): 60424100 Hire of aircraft with crew

2.1.2. Place of performance

Town: Karup

Country subdivision (NUTS): Vestjylland (DK041)

Country: Denmark

Additional information: The agreement concerns airborne surveillance services over water in connection with airborne maritime pollution surveillance, and does not require performance at a physical address.

2.1.2. Place of performance

Country: Denmark

Anywhere in the given country

2.1.3. Value

Estimated value excluding VAT: 500 000 000,00 DKK

2.1.4. General information

Additional information: It is stressed that the voluntary grounds for exclusion in section 137 of the Danish Public Procurement Act do not apply for this procurement, irrespective of whether the text in 'Participation' (which is system-generated) may suggest this. No particular legal form is required. If the agreement is awarded to a group of suppliers (e.g. a consortium), the

participants shall undertake joint and several liability and appoint one supplier to represent the group. The agreement is not divided into lots since a division of the agreement will undermine the economies of scale obtainable by one agreement. It is DALO's assessment that the conclusion of the agreement may be subject to a permit requirement according to the Investment Screening Act (Act No. 842 of 10 May 2021, as amended). For further information in that regard, see the Instructions to Tenderers. It is pointed out that this procedure is subject to Article 5k of Regulation (EU) no. 833/2014, as amended. The provision contains a prohibition against award of contracts to Russian companies and Russian-controlled companies etc. (reference is made to Article 5k, section 1 for the exact delimitation of the operators that are subject to the prohibition). DALO reserves the right at any time during the tender process to require tenderers to prove that they are not subject to the prohibition, for example by requiring documentation regarding the tenderers' and any subcontractors' place of establishment and ownership. As part of the submission of offer, the tenderer must submit a self-declaration on compliance with labour clauses, CSR obligations and international sanctions. 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 electronic tender system) which must be used as declaration. Where groups of entities (e.g. consortiums), including temporary joint ventures, participate jointly in the tender procedure, the self-declaration must be submitted separately for each of the participating entities. DALO reserves the right – but is not obliged – to use the remedies provided for in section 159(5) of the Danish Public Procurement Act if offers do not fulfil the requirements of the tender documents. It should be noted that irrespective of the wording of the requirements of the tender documents to the effect that information, declarations and documentation must be submitted, e.g. concerning a description of the deliverables put up for tender, DALO is not prevented from obtaining additional information, etc., pursuant to section 159(5), cf. section 159(6) of the Danish Public Procurement Act. Prior to decision on award of the agreement, DALO requires that the tenderer to whom DALO intends to award the agreement presents documentation for the information stated in the ESPD, see sections 151-155 of the Danish Public Procurement Act. It is a requirement to indicate the names and professional qualifications of the staff responsible for the execution of the service in the offer. It is a requirement, that the currency of the tenderers offer, shall be either DKK or EURO.

Legal basis:

Directive 2014/24/EU

The Danish Public Procurement Act (Act no. 1564 of 15 December 2015, as amended). - The Danish Public Procurement Act implements the Public Procurement Directive (2014/24/EU) in Danish law.

2.1.6. Grounds for exclusion

Sources of grounds for exclusion: Notice

Corruption: See section 135(1), para (2) of the Danish Public Procurement Act.

Fraud: See section 135(1), para (3) of the Danish Public Procurement Act.

Money laundering or terrorist financing: See section 135(1), para (5) of the Danish Public Procurement Act.

Participation in a criminal organisation: See section 135(1), para (1) of the Danish Public Procurement Act.

Terrorist offences or offences linked to terrorist activities: See section 135(1), para (4) of the Danish Public Procurement Act.

Child labour and including other forms of trafficking in human beings: See section 135(1), para (6) of the Danish Public Procurement Act.

Grave professional misconduct: See section 136, para (4) of the Danish Public Procurement Act.

Misrepresentation, withheld information, unable to provide required documents or obtained confidential information of this procedure: See section 136(3) of the Danish Public Procurement Act.

Conflict of interest due to its participation in the procurement procedure: See section 136(1) of the Danish Public Procurement Act.

Direct or indirect involvement in the preparation of this procurement procedure: See section 136, para (2) of the Danish Public Procurement Act.

Breaching obligation relating to payment of social security contributions: See section 135(3) of the Danish Public Procurement Act.

Breaching obligation relating to payment of taxes: See section 135(3) of the Danish Public Procurement Act.

5. Lot

5.1. Lot: LOT-0000

Title: Airborne Maritime Pollution Surveillance

Description: This tender concerns a contract for Airborne Maritime Pollution Surveillance. The overall purpose is to limit and mitigate pollution in the Danish waters — territorial sea and the Danish economic exclusive zone (as defined in the Danish act on Protection of the Marine Environment (in Danish: Havmiljøloven) section 5) by performing airborne maritime pollution control and to enforce the Danish act on Protection of the Marine Environment (in Danish: Havmiljøloven). Further information about the characteristics of the airborne maritime pollution control can be obtained from the following sources: — The United Nations Convention on the Law of the Sea; UNCLOS; — The Bonn-Agreement; — The Helsinki Convention (HELCOM); — The DENGERNETH Plan; — The SWEDENGER Plan; — The Copenhagen Agreement. The supplier enters this agreement with DALO as the contracting party, and the inherent tasks are performed by the Danish Defence. The responsibility for pollution response and counter-pollution surveillance of the marine environment rests with the Ministry of Resilience and Preparedness. As such, this agreement may be subject to transfer to the Ministry of Resilience and Preparedness or an agency under the Ministry's purview, such as the Danish Emergency Management Agency. The maritime pollution surveillance is conducted by airborne area coverage of the Danish waters and this is supplemented by satellite based surveillance by European Maritime Safety Agency (EMSA). The Supplier of Airborne Maritime Pollution Surveillance shall overfly areas within the Danish waters — territorial sea and the Danish economic exclusive zone (as defined in the Danish act on Protection of the Marine Environment section 5) two times weekly. The flights shall take place both at day time and at night time and under all weather conditions of common occurrence in the respective areas. Flights will be scheduled by the Supplier. During the flights the Danish waters shall be monitored with the purpose of identifying prospective pollution. Monitoring shall be conducted by means of sensor equipment, which is capable of monitoring the water surface for oil spill etc. The sensor equipment must be made available by the Supplier. During the flights the Supplier shall collect evidence of any observed pollution, hereunder by photo and other documentation and by means of air-drop of oil spill sampling buoys, with the purpose of for example giving the Danish Authorities information to assess the measures to be taken in combating the pollution and providing evidence for further investigation and/or preliminary charges. Specifically the Supplier shall provide the following for airborne maritime pollution surveillance: — Flight system; — sensor equipment; — air crew and system operators necessary for operating flight system and sensor equipment. The Supplier must prior to

commencement undertake extensive practical training of his air crew and system operators. The Supplier must ensure that the system operators are at all times duly qualified and trained to perform the task. The Supplier shall be available for participation in multinational operations on behalf of Denmark. The number of such operations is expected to be up to three per year. Participation in such operations is comparable to the flights as described above. The Supplier shall be available/stand by for the duration of these operations.

5.1.1. Purpose

Main nature of the contract: Services

Main classification (cpv): 90741100 Oil spillage monitoring services

Additional classification (cpv): 60424100 Hire of aircraft with crew

5.1.2. Place of performance

Town: Karup

Country subdivision (NUTS): Vestjylland (DK041)

Country: Denmark

Additional information: The agreement concerns airborne surveillance services over water in connection with airborne maritime pollution surveillance, and does not require performance at a physical address.

5.1.2. Place of performance

Country: Denmark

Anywhere in the given country

5.1.3. Estimated duration

Duration: 10 Years

5.1.4. Renewal

Maximum renewals: 2

Other information about renewals: The contract has a duration of 6 years. It may be renewed 2 (two) times by 2 (two) years.

5.1.5. Value

Estimated value excluding VAT: 500 000 000,00 DKK

5.1.6. General information

This is a recurrent procurement

Description: Expected in 2034.

Reserved participation:

Participation is not reserved.

The names and professional qualifications of the staff assigned to perform the contract must be given: Tender requirement

Procurement Project not financed with EU Funds.

The procurement is covered by the Government Procurement Agreement (GPA): yes

This procurement is also suitable for small and medium-sized enterprises (SMEs): yes

Information about previous notices:

Identifier of the previous notice: 726554-2023

Additional information: It is stressed that the voluntary grounds for exclusion in section 137 of the Danish Public Procurement Act do not apply for this procurement, irrespective of whether the text in 'Participation' (which is system-generated) may suggest this. No particular legal form is required. If the agreement is awarded to a group of suppliers (e.g. a consortium), the participants shall undertake joint and several liability and appoint one supplier to represent the

group. The agreement is not divided into lots since a division of the agreement will undermine the economies of scale obtainable by one agreement. It is DALO's assessment that the conclusion of the agreement may be subject to a permit requirement according to the Investment Screening Act (Act No. 842 of 10 May 2021, as amended). For further information in that regard, see the Instructions to Tenderers. It is pointed out that this procedure is subject to Article 5k of Regulation (EU) no. 833/2014, as amended. The provision contains a prohibition against award of contracts to Russian companies and Russian-controlled companies etc. (reference is made to Article 5k, section 1 for the exact delimitation of the operators that are subject to the prohibition). DALO reserves the right at any time during the tender process to require tenderers to prove that they are not subject to the prohibition, for example by requiring documentation regarding the tenderers' and any subcontractors' place of establishment and ownership. As part of the submission of offer, the tenderer must submit a self-declaration on compliance with labour clauses, CSR obligations and international sanctions. 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 electronic tender system) which must be used as declaration. Where groups of entities (e.g. consortiums), including temporary joint ventures, participate jointly in the tender procedure, the self-declaration must be submitted separately for each of the participating entities. DALO reserves the right – but is not obliged – to use the remedies provided for in section 159(5) of the Danish Public Procurement Act if offers do not fulfil the requirements of the tender documents. It should be noted that irrespective of the wording of the requirements of the tender documents to the effect that information, declarations and documentation must be submitted, e.g. concerning a description of the deliverables put up for tender, DALO is not prevented from obtaining additional information, etc., pursuant to section 159(5), cf. section 159(6) of the Danish Public Procurement Act. Prior to decision on award of the agreement, DALO requires that the tenderer to whom DALO intends to award the agreement presents documentation for the information stated in the ESPD, see sections 151-155 of the Danish Public Procurement Act. It is a requirement to indicate the names and professional qualifications of the staff responsible for the execution of the service in the offer. It is a requirement, that the currency of the tenderers offer, shall be either DKK or EURO.

5.1.9. Selection criteria

Sources of selection criteria: European Single Procurement Document (ESPD)

5.1.10. Award criteria

Criterion:

Type: Price

Name: Price

Description: See tender material.

Category of award weight criterion: Weight (percentage, exact)

Award criterion number: 60

Criterion:

Type: Quality

Name: Quality

Description: See tender material.

Category of award weight criterion: Weight (percentage, exact)

Award criterion number: 40

5.1.11. Procurement documents

Languages in which the procurement documents are officially available: English

Address of the procurement documents: <https://www.ethics.dk/ethics/eo#/20cebfe8-bdfc-46da-a6b1-d4dc2a508a2a/publicMaterial>

5.1.12. Terms of procurement

Terms of submission:

Electronic submission: Required

Address for submission: <https://www.ethics.dk/ethics/eo#/20cebfe8-bdfc-46da-a6b1-d4dc2a508a2a/homepage>

Languages in which tenders or requests to participate may be submitted: English, Danish

Electronic catalogue: Not allowed

Variants: Not allowed

Tenderers may submit more than one tender: Not allowed

Deadline for receipt of tenders: 28/09/2026 11:00:00 (UTC+00:00) Western European Time, GMT

Duration during which the tender must remain valid: 8 Months

Information about public opening:

Place: The offers will be opened in the electronic procurement system. Tenderers do not have the opportunity to be present when the offers are opened.

Terms of contract:

The execution of the contract must be performed within the framework of sheltered employment programmes: No

Conditions relating to the performance of the contract: The agreement contains requirements regarding labour clause, CSR requirements, international sanctions as well as provisions regarding risk assessment and follow-up actions; reference is made to the tender documents for further information. The agreement includes requirements about information security.

A non-disclosure agreement is required: no

Electronic invoicing: Required

Electronic ordering will be used: no

Electronic payment will be used: yes

Financial arrangement: Payment shall take place no later than 30 days after the supplier has forwarded a satisfactory invoice to DALO. The specific payment terms will be included in the tender documents.

5.1.15. Techniques

Framework agreement:

No framework agreement

Information about the dynamic purchasing system:

No dynamic purchase system

5.1.16. Further information, mediation and review

Review organisation: Klagenævnet for Udbud

Information about review deadlines: Pursuant to the Danish Consolidation (Act no. 593 of 2 June 2016, as amended) on the Complaints Board for Public Procurement, the following time-limits for filing a complaint apply: 1) 45 calendar days after the contracting entity has published a notice in the Official Journal of the European Union that the contracting entity has entered into an agreement. The deadline is calculated from the day after the day when the notice was published. 2) Thirty calendar days calculated from the day after the day when the contracting entity has notified the candidates concerned that an agreement based on a framework agreement with reopening of competition or a dynamic purchasing system has been entered into if the notification has included an explanation of the relevant grounds for the decision. 3) Six months after the contracting entity entered into a framework agreement calculated from the

day after the day when the contracting entity notified the candidates and tenderers concerned, see section 2(2). The complainant must inform the contracting entity of the complaint in writing not later than simultaneously with the lodging of the complaint to The Complaints Board for Public Procurement stating whether the complaint has been lodged in the standstill period, see section 6(4) of the Act on The Complaints Board for Public Procurement. If the complaint has not been lodged in the standstill period, the complainant must also state whether it is requested that the appeal be granted suspensory effect, see section 12(1). The Complaints Board for Public Procurement's own guidance note concerning complaints is available on the Complaints Boards website.

Organisation providing additional information about the procurement procedure: Danish Ministry of Defence Acquisition and Logistics Organisation

Organisation providing offline access to the procurement documents: Danish Ministry of Defence Acquisition and Logistics Organisation

Organisation providing more information on the review procedures: Konkurrence- og Forbrugerstyrelsen

Organisation receiving requests to participate: Danish Ministry of Defence Acquisition and Logistics Organisation

Organisation processing tenders: Danish Ministry of Defence Acquisition and Logistics Organisation

8. Organisations

8.1. ORG-0001

Official name: Danish Ministry of Defence Acquisition and Logistics Organisation

Registration number: 16-28-71-80

Postal address: Lautrupbjerg 1-5

Town: Ballerup

Postcode: 2750

Country subdivision (NUTS): Københavns omegn (DK012)

Country: Denmark

Contact point: Kenneth Kalsgaard

Email: 00466253@mil.dk

Telephone: +45 72815880

Internet address: <https://www.fmi.dk>

Roles of this organisation:

Buyer

Organisation providing additional information about the procurement procedure

Organisation providing offline access to the procurement documents

Organisation receiving requests to participate

Organisation processing tenders

8.1. ORG-0002

Official name: Klagenævnet for Udbud

Registration number: 37795526

Postal address: Toldboden 2

Town: Viborg

Postcode: 8800

Country subdivision (NUTS): Vestjylland (DK041)

Country: Denmark

Contact point: Klagenævnet for Udbud

Email: klfu@naevneneshus.dk

Telephone: +45 72405600

Internet address: <https://naevneneshus.dk/start-din-klage/klagenaevnet-for-udbud/>

Information exchange endpoint (URL): <https://naevneneshus.dk/start-din-klage/klagenaevnet-for-udbud/>

Roles of this organisation:

Review organisation

8.1. ORG-0003

Official name: Konkurrence- og Forbrugerstyrelsen

Registration number: 10294819

Postal address: Carl Jacobsens Vej 35

Town: Valby

Postcode: 2500

Country subdivision (NUTS): Byen København (DK011)

Country: Denmark

Contact point: Konkurrence- og Forbrugerstyrelsen

Email: kfst@kfst.dk

Telephone: +45 41715000

Internet address: <https://www.kfst.dk>

Information exchange endpoint (URL): <https://www.kfst.dk>

Roles of this organisation:

Organisation providing more information on the review procedures

8.1. ORG-0004

Official name: Merzell Holding ASA

Registration number: 980921565

Postal address: Askekroken 11

Town: Oslo

Postcode: 0277

Country subdivision (NUTS): Oslo (NO081)

Country: Norway

Contact point: eSender

Email: publication@merzell.com

Telephone: +47 21018800

Fax: +47 21018801

Internet address: <http://merzell.com/>

Roles of this organisation:

TED eSender

10. Change

Version of the previous notice to be changed

:

8cee3141-a60a-4999-b9f3-5050400f3efc-01

Main reason for change

:

Buyer correction

10.1. Change

Section identifier: LOT-0000

Description of changes: DALO has made a change in the Contract, section 15. Paragraph before change: "DALO shall be entitled to renew the Agreement on the same terms for 2 years. Renewal shall not take place more than 2 times. DALO shall give notice to the Supplier of renewal no later than 30 Days prior to the expiry of the Agreement." Paragraph after change: "DALO shall be entitled to renew the Agreement on the same terms for 2 years. Renewal shall not take place more than 2 times. DALO shall give notice to the Supplier of renewal no later than 4 months prior to the expiry of the Agreement." Because of this change, DALO has postponed the submission deadline to 28th of September 2026, 13:00. The procurement documents were changed on: 09/09/2026

Notice information

Notice identifier/version: 73d6d1da-41fb-4067-b01f-06c8aa206bf8 - 01

Form type: Competition

Notice type: Contract or concession notice – standard regime

Notice subtype: 16

Notice dispatch date: 11/09/2026 13:24:45 (UTC+00:00) Western European Time, GMT

Notice dispatch date (eSender): 11/09/2026 13:24:45 (UTC+00:00) Western European Time, GMT

Languages in which this notice is officially available: English

Notice publication number: 634011-2026

OJ S issue number: 178/2026

Publication date: 15/09/2026