

## 76801-2025 - Result

Denmark – Construction work – Kattegat Offshore Wind Farm - Denmark

OJ S 24/2025 04/02/2025

Contract or concession award notice – standard regime

Works

### 1. Buyer

---

#### 1.1. Buyer

Official name: Danish Energy Agency

Email: [owfprocurement@ens.dk](mailto:owfprocurement@ens.dk)

Legal type of the buyer: Central government authority

The buyer is a contracting entity

Activity of the contracting authority: General public services

### 2. Procedure

---

#### 2.1. Procedure

Title: Kattegat Offshore Wind Farm - Denmark

Description: The Danish Parliament has in recent years agreed to a large expansion in offshore wind farms in Denmark. The aim is to ensure the green transition and strengthening the future security of supply of energy in Denmark. The political agreements that this procurement concerns are: - Climate Agreement from the 29 June 2018, - Climate Agreement from the 22 June 2020, - the Financial Act from the 4 December 2022, - Climate Agreement regarding green electricity and heat from the 25 June 2022, and - additional Agreement on the procurement details regarding 6 GW offshore wind and Energy Island Bornholm from May 30 2023. This procurement concerns the establishment of one (1) new large-scale offshore wind farm named "Kattegat", pursuant to the directive 2014/23/EU on the award of concession contracts as implemented into Danish law by the executive order no. 1080 of 29 June 2022 on award of concession contracts. Please note that the name of the offshore wind farm can be changed by the DEA. Such change will not affect the geographical location of the offshore wind farm. The Kattegat will in the following be called "the offshore wind farm". The Concessionaire is obliged to establish the offshore wind farm to be held in co-ownership with State Holding with the production capacity of electricity of at least 1 GW. State Holding is a company that will be established by the State of Denmark as a wholly owned public limited liability company (in Danish: "aktieselskab" or "A/S") prior to the award signing of the Concession Agreement. State Holding shall purchase 20% of the Concessionaire at the end of the investment period (6 months after signing the Concession Agreement). State Holding will be a passive investor and a minority shareholder of the Concessionaire. The co-ownership is further described below in the section "Contract terms". The offshore wind farm shall be established before 31 December 2030. The Concessionaire will in special cases be entitled to an extension of this deadline. Connection of the offshore wind farm to the Danish Transmission Grid is voluntary for the Concessionaire. The Concession Agreement further enables the Concessionaire to establish Overplanting Capacity within the Concession Area, i. e. it is optional for Concessionaire to establish more than 1 GW capacity within the Concession Area. Furthermore, the Concessionaire may exploit the production capacity of electricity from the offshore wind farm for energy production, such as but not limited to innovative energy production (e.g. Power-to-X), if this is otherwise possible within the

applicable legislation, and provided it takes place within the Concession Area. As a natural consequence of the Concession Agreement, the Concessionaire bears all commercial risks associated with the establishment, operation and decommissioning of the offshore wind farm, including any potential overplanting capacity. Such commercial risks include but is not limited to energy price development, legislative changes and general market conditions and demands. Additionally, the Concessionaire is responsible for the commercial risks related to any innovative energy production (e.g. Power-to-X facility). The Concessionaire shall also bear the actual cost for the temporary and permanent preventive measures implemented so as to prevent deteriorations in the quality of the current military radio communication and radar surveillance caused by the offshore wind farm. Furthermore, the Concessionaire shall bear the full cost of the offshore preliminary investigations performed by Energinet, pursuant to section 23 (3) of the the Renewable Energy Act (RE Act), statutory order no. 132 of 6 February 2024. Further, costs to be borne by the Concessionaire will be stipulated in the construction license and/or procurement material. The location site of the offshore wind farm is further stated below under section "Place of Performance" as well as in procurement material Appendix 2 (Location of the Concession Area). Before the deadline for submission of tender, the Concession Area as set out in Appendix 2 (Location of the Concession Area) may be adjusted as a result of the preparation of the environmental report for the Strategic Environmental Assessment of the plan for the offshore wind farm subject to this procurement procedure. For further information, reference is made to section 1 of the Procurement Specifications. Reference is further made to the regulation in the Procurement Specifications, Annex F (Concession Agreement), Appendix 1 (Project Specification), and the procurement material as a whole.

Procedure identifier: fc12a52d-dd40-42d2-a086-4389002faf95

Previous notice: ec38fe46-be78-4cd8-bc6b-bb111d984ba7-01

Internal identifier: 2023-12653

Main features of the procedure: The procurement procedure applicable to this procurement constitutes a procedure, where any interested economic operator, who is able to comply with the minimum requirements for eligibility regarding economic/financial capacity and technical /professional capacity, cf. the descriptions below in section regarding "Participation - Selection criteria" and also section 6 of the Procurement Specifications, may submit a tender in response to this invitation to tender. The DEA expects to award the Concession Agreement based on the initial tenders. However, the DEA reserves the right to enter into negotiations with the Tenderers based on the submitted initial tenders, cf. art. 37 (6) of the directive 2014/23 /EU, and subsequently ask for revised tenders. If negotiations are initiated, the DEA will inform the Tenderers hereof and describe the negotiation procedure.

### **2.1.1. Purpose**

Main nature of the contract: Works

Main classification (cpv): 45000000 Construction work

Additional classification (cpv): 31121320 Wind turbines, 31121330 Wind turbine generators, 31121340 Wind farm, 31160000 Parts of electric motors, generators and transformers, 31170000 Transformers, 31213400 Distribution system, 31300000 Insulated wire and cable, 45244000 Marine construction works, 45244100 Marine installations

### **2.1.2. Place of performance**

Country subdivision (NUTS): Østjylland (DK042)

Country: Denmark

Additional information: The location site of the offshore wind farm is further specified in the procurement documents, Appendix 2 (Location of the Concession Area).

### **2.1.3. Value**

Estimated value excluding VAT: 54 000 000 000,00 DKK

#### 2.1.4. General information

Additional information: Regarding the result of the procurement procedure: The Danish Energy Agency has decided to annul the procurement procedure due to an expected lack of competition for the contract. The annulment is primarily due to the fact that no tenders were received in December 2024 under the procurement procedures for North Sea I, A1, A2 and A3, cf. concession notice no. 240100-2024, 240968-2024 and 240627-2024. The subsequent feedback from the market has further underlined that the business case for establishment of offshore wind is currently highly challenged, which together with a lack of engagement of interested market participants in the electronic procurement system, EU-Supply, over recent months, supports the need for an annulment of the procurement procedure at this point. Regarding information about EU funds: The Danish Energy Agency receives EU funding from the REPowerEU, cf. Addendum to Denmark's Recovery and Resilience Plan - REPowerEU Chapter (<https://fm.dk/media/27148/addendum-to-denmarks-recovery-and-resilience-plan-repowereu-chapter.pdf>), for the preparations and conduction of the procurement process. No subsidies are granted to the concessionaire under REPowerEU. Regarding the estimated value of the concession: The estimated value of the concession is 54,000,000,000.00 DKK covering the required establishment of an offshore wind farm with a production capacity of electricity of 1 GW. In addition thereto, the estimated value of the production capacity of electricity, which the Concessionaire may establish in addition to 1 GW, called Overplanting Capacity, is estimated at 8,500,000,000.00 DKK, based on a potential for establishment of additional 0,2 GW Overplanting Capacity. The method of calculation of the estimated value of the concession is further described in the Procurement Specifications, section 1.

#### Legal basis:

Directive 2014/23/EU

Executive Order No. 1080 of 29 June 2022 - The Concession Directive (Directive 2014/23/EU) is implemented in Danish law by Executive Order on the award of concession contracts (Executive Order No. 1080 of 29 June 2022), which also contains supplementary provisions.

## 5. Lot

---

### 5.1. Lot: LOT-0000

Title: Kattegat Offshore Wind Farm - Denmark

Description: The Danish Parliament has in recent years agreed to a large expansion in offshore wind farms in Denmark. The aim is to ensure the green transition and strengthening the future security of supply of energy in Denmark. The political agreements that this procurement concerns are: - Climate Agreement from the 29 June 2018, - Climate Agreement from the 22 June 2020, - the Financial Act from the 4 December 2022, - Climate Agreement regarding green electricity and heat from the 25 June 2022, and - additional Agreement on the procurement details regarding 6 GW offshore wind and Energy Island Bornholm from May 30 2023. This procurement concerns the establishment of one (1) new large-scale offshore wind farm named "Kattegat", pursuant to the directive 2014/23/EU on the award of concession contracts as implemented into Danish law by the executive order no. 1080 of 29 June 2022 on award of concession contracts. Please note that the name of the offshore wind farm can be changed by the DEA. Such change will not affect the geographical location of the offshore wind farm. The Kattegat will in the following be called "the offshore wind farm". The Concessionaire is obliged to establish the offshore wind farm to be held in co-ownership with State Holding with the production capacity of electricity of at least 1 GW. State Holding is a company that will be established by the State of Denmark as a wholly owned public limited

liability company (in Danish: "aktieselskab" or "A/S") prior to the award signing of the Concession Agreement. State Holding shall purchase 20% of the Concessionaire at the end of the investment period (6 months after signing the Concession Agreement). State Holding will be a passive investor and a minority shareholder of the Concessionaire. The co-ownership is further described below in the section "Contract terms". The offshore wind farm shall be established before 31 December 2030. The Concessionaire will in special cases be entitled to an extension of this deadline. Connection of the offshore wind farm to the Danish Transmission Grid is voluntary for the Concessionaire. The Concession Agreement further enables the Concessionaire to establish Overplanting Capacity within the Concession Area, i. e. it is optional for Concessionaire to establish more than 1 GW capacity within the Concession Area. Furthermore, the Concessionaire may exploit the production capacity of electricity from the offshore wind farm for energy production, such as but not limited to innovative energy production (e.g. Power-to-X), if this is otherwise possible within the applicable legislation, and provided it takes place within the Concession Area. As a natural consequence of the Concession Agreement, the Concessionaire bears all commercial risks associated with the establishment, operation and decommissioning of the offshore wind farm, including any potential overplanting capacity. Such commercial risks include but is not limited to energy price development, legislative changes and general market conditions and demands. Additionally, the Concessionaire is responsible for the commercial risks related to any innovative energy production (e.g. Power-to-X facility). The Concessionaire shall also bear the actual cost for the temporary and permanent preventive measures implemented so as to prevent deteriorations in the quality of the current military radio communication and radar surveillance caused by the offshore wind farm. Furthermore, the Concessionaire shall bear the full cost of the offshore preliminary investigations performed by Energinet, pursuant to section 23 (3) of the the Renewable Energy Act (RE Act), statutory order no. 132 of 6 February 2024. Further, costs to be borne by the Concessionaire will be stipulated in the construction license and/or procurement material. The location site of the offshore wind farm is further stated below under section "Place of Performance" as well as in procurement material Appendix 2 (Location of the Concession Area). Before the deadline for submission of tender, the Concession Area as set out in Appendix 2 (Location of the Concession Area) may be adjusted as a result of the preparation of the environmental report for the Strategic Environmental Assessment of the plan for the offshore wind farm subject to this procurement procedure. For further information, reference is made to section 1 of the Procurement Specifications. Reference is further made to the regulation in the Procurement Specifications, Annex F (Concession Agreement), Appendix 1 (Project Specification), and the procurement material as a whole.

Internal identifier: 2023-12653

#### **5.1.1. Purpose**

Main nature of the contract: Works

Main classification (cpv): 45000000 Construction work

Additional classification (cpv): 31121320 Wind turbines, 31121330 Wind turbine generators, 31121340 Wind farm, 31160000 Parts of electric motors, generators and transformers, 31170000 Transformers, 31213400 Distribution system, 31300000 Insulated wire and cable, 45244000 Marine construction works, 45244100 Marine installations

#### **5.1.2. Place of performance**

Country subdivision (NUTS): Østjylland (DK042)

Country: Denmark

Additional information: The location site of the offshore wind farm is further specified in the procurement documents, Appendix 2 (Location of the Concession Area).

### 5.1.3. Estimated duration

Duration: 40 Years

### 5.1.4. Renewal

Maximum renewals: 1

Other information about renewals: The Concession Agreement shall take effect on signing of the Concession Agreement and shall continue for the duration of the electricity production license, cf. section 29 of RE Act, and until the Concessionaire has fulfilled its obligations under the Agreement, including the obligations after end of operation to dismantle and decommission the Offshore Wind Farm, pursuant to relevant approvals, licenses and permits, cf. applicable Laws. The Concessionaire is obliged to pay concession payment to the DEA for a period of thirty (30) years, and subsequently for any renewals of the Concession Agreement, as described further below and in the Annex F (Concession Agreement), Clause 10. The electricity production license is granted for 30 years and can be extended upon application, cf. RE Act, section 29 (2). Before the expiry of the license, the Concessionaire shall be entitled to request the DEA for an extension of the duration of the Concession Agreement on unchanged terms and conditions, including continued payment of the concession payment. The DEA will consent to such extension of the Concession Agreement provided a) the Concessionaire is granted permission to extension of the electricity production license pursuant to the RE Act section 29 after application for a period not exceeding 10 years; and b) the requested extension of the Concession Agreement is considered by the DEA to be permissible under applicable Laws at the time, including but not limited to the relevant procurement rules, rules on state aid and any sanctions and embargoes.

### 5.1.5. Value

Estimated value excluding VAT: 54 000 000 000,00 DKK

### 5.1.6. General information

Procurement Project fully or partially financed with EU Funds.

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

#### **Information about previous notices:**

Identifier of the previous notice: 30773-2024

Identifier of the previous notice: 406053-2023

Additional information: Regarding the result of the procurement procedure: The Danish Energy Agency has decided to annul the procurement procedure due to an expected lack of competition for the contract. The annulment is primarily due to the fact that no tenders were received in December 2024 under the procurement procedures for North Sea I, A1, A2 and A3, cf. concession notice no. 240100-2024, 240968-2024 and 240627-2024. The subsequent feedback from the market has further underlined that the business case for establishment of offshore wind is currently highly challenged, which together with a lack of engagement of interested market participants in the electronic procurement system, EU-Supply, over recent months, supports the need for an annulment of the procurement procedure at this point.

Regarding information about EU funds: The Danish Energy Agency receives EU funding from the REPowerEU, cf. Addendum to Denmark's Recovery and Resilience Plan - REPowerEU Chapter (<https://fm.dk/media/27148/addendum-to-denmarks-recovery-and-resilience-plan-repowerEU-chapter.pdf>), for the preparations and conduction of the procurement process. No subsidies are granted to the concessionaire under REPowerEU. Regarding the estimated value of the concession: The estimated value of the concession is 54,000,000,000.00 DKK covering the required establishment of an offshore wind farm with a production capacity of electricity of 1 GW. In addition thereto, the estimated value of the production capacity of

electricity, which the Concessionaire may establish in addition to 1 GW, called Overplanting Capacity, is estimated at 8,500,000,000.00 DKK, based on a potential for establishment of additional 0,2 GW Overplanting Capacity. The method of calculation of the estimated value of the concession is further described in the Procurement Specifications, section 1.

#### **5.1.10. Award criteria**

##### **Criterion:**

Type: Price

Name: Concession payment

Description: Award of the Concession Agreement to the most economically advantageous tender will take place on the basis of the award criterion, Price. The award criterion, Price, will be assessed on the basis of the bid price submitted by the Tenderer in the Tender Submission Letter (Annex A), in the Procurement Specifications. The bid price must constitute a total concession payment for the right and obligation to exploit the Concession Area. The total concession payment must cover a period of 30 years. The concession payment is not subject to a VAT (Value Added Tax) or indexation in the 30-year period. The Concessionaire shall make the payment once a year as a fixed annual payment in DKK. The annual payment is calculated as the bid price divided by 30.

Category of award fixed criterion: Fixed value (total)

Award criterion number: 1

#### **5.1.16. Further information, mediation and review**

Review organisation: Danish Complaints Board for Public Procurement

Information about review deadlines: According to the Danish Complaints Board for Public Procurement Act (statutory order no. 593 from the 2. June 2016), the following deadlines apply for submission of complaint regarding the procurement procedure: Complaints regarding not having been prequalified, see section 7(1) of the Act, must be submitted to the Danish Complaints Board for Public Procurement (Klagenævnet for Udbud) within 20 calendar days from the day after sending a notification to the affected applicants about who has been selected, when the notification is accompanied by an argumentation for the decision, see article 40 of the directive 2014/23/EU on the award of concession contracts. In other situations, the complaints regarding the procurement procedure must be submitted to the Danish Complaints Board for Public Procurement within: 1) 45 calendar days after the contracting authority has published a notice in the Official Journal of the European Union stating that the contracting authority has entered into a contract. The deadline is calculated from the day after the day on which the notice has been published. 2) 30 calendar days counted from the day after the day on which the contracting authority has notified the affected tenderers that a contract based on a framework agreement with re-opening of the competition or a dynamic purchasing system has been entered into, if the notification has given a reason for the decision. 3) six months after the contracting authority has entered into a framework agreement calculated from the day after the day on which the contracting authority has notified the affected applicants and tenderers, see section 2 (2) of the Danish Complaints Board for Public Procurement Act, and article 40 of directive 2014/23/EU on the award of concession contracts. At the latest at the same time as a complaint is submitted to the Danish Complaints Board for Public Procurement, the complainant must notify the contracting authority in writing that a complaint is being submitted to the Danish Complaints Board for Public Procurement, and whether the complaint has been submitted during the standstill period, cf. section 6 (4) of the Danish Complaints Board for Public Procurement Act. In cases where the complaint has

not been submitted during the standstill period, the complainant must also indicate whether a suspensive effect of the complaint is requested, cf. section 12 (1) of the Danish Complaints Board for Public Procurement Act.

Organisation providing additional information about the procurement procedure: Danish Energy Agency

Organisation providing offline access to the procurement documents: Danish Energy Agency

Organisation providing more information on the review procedures: Danish Competition and Consumer Authority

TED eSender: Merzell Holding ASA

## 6. Results

---

### 6.1. Result lot identifier: LOT-0000

Winner selection status: No winner was chosen and the competition is closed.

The reason why a winner was not chosen: Other

#### 6.1.4. Statistical information

##### Received tenders or requests to participate:

Type of received submissions: Tenders

Number of tenders or requests to participate received: 0

## 8. Organisations

---

### 8.1. ORG-0001

Official name: Danish Energy Agency

Registration number: Danish Energy Agency

Department: Danish Energy Agency

Postal address: Carsten Niebuhrs Gade 43

Town: København V

Postcode: 1577

Country subdivision (NUTS): Byen København (DK011)

Country: Denmark

Contact point: Martina Papias Nissolino

Email: [owfprocurement@ens.dk](mailto:owfprocurement@ens.dk)

Telephone: +45 33927471

Buyer profile: <https://eu.eu-supply.com/ctm/company/companyinformation/index/414838>

##### Roles of this organisation:

Buyer

Organisation providing additional information about the procurement procedure

Organisation providing offline access to the procurement documents

### 8.1. ORG-0002

Official name: Danish Complaints Board for Public Procurement

Registration number: 37795526

Postal address: Nævnenes Hus, Toldboden 2

Town: Viborg

Postcode: 8800

Country subdivision (NUTS): Østjylland (DK042)

Country: Denmark

Email: [klfu@naevneneshus.dk](mailto:klfu@naevneneshus.dk)

Telephone: +45 72405600  
Internet address: <https://klfu.naevneneshus.dk/>

**Roles of this organisation:**

Review organisation

**8.1. ORG-0003**

Official name: Danish Competition and Consumer Authority

Registration number: 10294819

Postal address: Carl Jacobsens Vej 35

Town: Valby

Postcode: 2500

Country subdivision (NUTS): Byen København (DK011)

Country: Denmark

Email: [kfst@kfst.dk](mailto:kfst@kfst.dk)

Telephone: +45 41715000

Internet address: <http://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](mailto:publication@merzell.com)

Telephone: +47 21018800

Fax: +47 21018801

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

**Roles of this organisation:**

TED eSender

## Notice information

---

Notice identifier/version: 7adff89e-8232-4191-b122-3c707bfb98ed - 01

Form type: Result

Notice type: Contract or concession award notice – standard regime

Notice subtype: 32

Notice dispatch date: 30/01/2025 18:34:51 (UTC+00:00) Western European Time, GMT

Notice dispatch date (eSender): 31/01/2025 14:28:32 (UTC+00:00) Western European Time, GMT

Languages in which this notice is officially available: English

Notice publication number: 76801-2025

OJ S issue number: 24/2025

Publication date: 04/02/2025