

## 774914-2025 - Competition

Denmark – Construction work – North Sea I, South, Offshore Wind Farm

OJ S 225/2025 21/11/2025

Contract or concession notice – standard regime

Works

### 1. Buyer

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#### 1.1. Buyer

Official name: Danish Energy Agency

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

Legal type of the buyer: Central government authority

Activity of the contracting authority: General public services

### 2. Procedure

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#### 2.1. Procedure

Title: North Sea I, South, Offshore Wind Farm

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 29 June 2018, - Climate Agreement from 22 June 2020, - the Financial Act from 4 December 2022, - Climate Agreement regarding green electricity and heat from 25 June 2022 - Additional Agreement on the procurement details regarding 6 GW offshore wind and Energy Island Bornholm from May 30 2023, and - Agreement on procurement frameworks for three offshore wind farms from 19 May 2025 as adjusted on 7 November 2025. This procurement concerns the establishment of one (1) new large-scale offshore wind farm named North Sea I, South, pursuant to the directive 2014/24 /EU on public procurement as implemented into Danish law by the Danish Public Procurement Act, cf. consolidated act no. 116 of 3 February 2025 with later amendments (in Danish: Udbudsloven). The procurement procedure applicable to this procurement constitutes an open procedure, cf. section 56 of the Danish Public Procurement Act. The Concessionaire is granted a right and obligations to utilise the concession area for the establishment and operation of an offshore wind farm with a minimum capacity of 1 GW for the purpose of producing and distributing electricity at the sole risk and expense of the Concessionaire. Notwithstanding the foregoing, the concessionaire of North Sea I, South Offshore Wind Farm, will be economically supported for the electricity produced from the minimum capacity by a capability based two-way contract for difference (“CfD”) scheme for a period of 20 years. Under the capability-based two-way CfD scheme, the Concessionaire must make payments to the Danish State in months where the strike price (equal to the “bid price” of the Successful Tenderer) is lower than the reference price (to be calculated by the DEA as the weighted monthly average of the day-ahead prices, weighted by the maximum power production capability of the turbines or “Available Active Power” as further set out in the procurements material). There is no cap on the payments from the Concessionaire to the Danish State, and the Concessionaire has no option to opt out of the capability-based two-way CfD scheme. Correspondingly, in months where the strike price is higher than the reference price, the Concessionaire will receive subsidies up to cap of 6.6 billion DKK excl. VAT (2025-prices) in the form of payments from the Danish State. Reference is made to the Annex F (Concession

Agreement) and Appendix 3 (Capability-Based Two-Way Contract for Difference) for an overall description of the principles in capability-based two-way CfD scheme. The scheme constitutes State aid within the meaning of Article 107(1) of the Treaty on the Functioning of the European Union (TFEU). Please note that the name of the offshore wind farm can be changed by the Danish Energy Agency ("DEA"). Such change will not affect the geographical location of the offshore wind farm. The North Sea I, South will in the following be called "the Offshore Wind Farm". The minimum capacity of the Offshore Wind Farm shall be established no later 31 December 2034. 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 in excess of the required minimum 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. With the sole exception of the capability-based two-way CfD scheme, 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, 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 bear the costs as stipulated in the construction permit and/or procurement material. Please note that contrary to earlier procurements rounds concerning offshore wind the Concessionaire shall not bear the actual cost of the temporary and permanent preventive measures, which by decision of the Danish Defence must be implemented by the Concessionaire to prevent deteriorations in the quality of the current military radio communication and radar surveillance caused by the Offshore Wind Farm. Such costs will be borne by the Danish Defence. Furthermore, contrary to earlier procurements rounds for offshore wind, the Concessionaire shall not pay the cost of the offshore preliminary investigations performed by Energinet, cf. section 23 (3) of the Renewable Energy Act (RE Act), statutory order no. 132 of 6 February 2024. Such costs will be borne by the Danish State. The location site of the Offshore Wind Farm is further stated below under section "Place of Performance" as well as in the procurement material Appendix 2 (Location of the Concession Area). 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: fea0826a-b242-4f96-b1eb-ecbf87ec0a80

Internal identifier: 2025-16624

Type of procedure: Open

The procedure is accelerated: no

### **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): Vestjylland (DK041)

Country: Denmark

Additional information: The location site of the Offshore Wind Farm is further specified in the procurement material, Appendix 2 (Location of the Concession Area).

### **2.1.3. Value**

Estimated value excluding VAT: 6 600 000 000,00 DKK

### **2.1.4. General information**

Additional information: Regarding tender submission deadline: Please note that due to a system error, the deadline for submission of tender is displayed in a different time zone. The deadline for submission of tender is 23 October 2028 at 14:00 p.m. (local Danish time). Regarding supplementary information: The Danish Energy Agency may use the procedure of section 159(5) of the Danish Public Procurement Act in the event that tenders do not comply with the formal requirements of the tender documents. Regarding tender validity: The Tenderer must keep its tender open for acceptance for eight (8) months from expiry of the tender submission deadline. If the DEA considers it appropriate due to delays resulting from the procedures pursuant to Regulation (EU) 2022/2560 on foreign subsidies or the Danish Investment Screening Act, the DEA may invite all Tenderers to accept an extension of the period in which they must keep their tenders open for acceptance. All Tenderers will in this situation be free to decide whether to accept the extension of the tender validity period as proposed by the DEA. Where a Tenderer does not accept an extension of the tender validity period, the tender of such Tenderer will expire at the end of the initial tender validity period of eight (8) month from the tender submission deadline and such Tenderer will no longer be considered for the award of the Concession Agreement. If Regulation (EU) 2022/2560 on foreign subsidies does not prevent the award of the Concession Agreement at such time, the DEA may at any time choose to award the Concession Agreement to the Tenderer who has submitted the tender with the lowest bid price, subject to this Tenderer obtaining the necessary authorisation pursuant to the Danish Investment Screening Act if relevant. In this case the Tenderer, to whom the DEA awards the Concession Agreement, must keep its tender open for acceptance until conclusion of the Concession Agreement. Regarding the estimated value of the concession: The estimated value of the concession is 6,600,000,000.00 DKK covering the required establishment of an offshore wind farm with a production capacity of electricity of 1 GW. Regarding the decision not to divide the contract into lots: Due to the contract's technical characteristics, financing conditions, risk and liability allocation, and the need for long-term operational optimization, the DEA deems that dividing the contract into lots would not be appropriate. The contracting authority therefore finds that a single concession contract will ensure the most advantageous technical and economic solution, as well as the optimal allocation of risk and responsibility. Regarding the exclusion grounds: Furthermore, a Tenderer must include in the tender an ESPD, as described further in the Procurement Specifications, section 6 and 7, as preliminary proof of the conditions specified in section 148 of the consolidated act no. 116 of 3 February 2025 (Danish Public Procurement Act) with later amendments. Upon request, the Tenderer to whom the DEA intends to award the Concession Agreement, or all Tenderers must submit documentation regarding the information stated in the ESPD, cf. section 151(1) or 151(2) of the Danish Public Procurement Act. Furthermore, if the Tenderer relies on the capacity of other entities and/or if the Tenderer consists of a group of economic operators a separate ESPD, must be submitted for each of the participating entities and the ESPD shall each contain the relevant information. If the Tenderer relies on the capacities of other entities and/or if the Tenderer consists of a group of economic entities, the documentation regarding the information stated in the ESPD must be submitted for each

participating entity. The documentation regarding the exclusion grounds can consist of the following: - An extract from the relevant register, such as judicial records or, failing that, of an equivalent document issued by a competent judicial or administrative authority in the Member State or country of origin or the country where the economic operator is established showing that the economic operator is not covered by the exclusion grounds listed in section 135 (1) of the Danish Public Procurement Act, and - A certificate issued by the competent authority in the Member State or country concerned, showing that the economic operator is not covered by the exclusion grounds listed in section 135 (3) and section 137 (1), no. 2. Where the Member State or country in question does not issue such documents or certificates, or where these do not cover all the exclusion grounds, they may be replaced by a declaration on oath. In Member States or countries where there is no provision for declarations on oath, a solemn declaration made by the person concerned before a competent judicial or administrative authority, a notary or a competent professional or trade body, in the Member State or country of origin or in the Member State or country where the economic operator is established, may be used. It is accentuated that the documentation must also include documentation regarding the exclusion ground in section 135 (2) of the Danish Public Procurement Act. The DEA will generally accept the documentation, which is listed in e-Certis for the relevant country, cf. section 152 (3) of the Danish Public Procurement Act. For groups of entities, and/or if a Tenderer relies on the technical and professional capacity of other entities, documentation regarding such other entities must also be provided. Where a Tenderer is covered by one of the exclusion grounds as stated under the section "Participation" and further in the Procurement Specifications, the DEA will allow the Tenderer to demonstrate its reliability in accordance with section 138 of the Danish Public Procurement Act. Reference is further made to the Procurement Specifications, section 6 and section 11. Regarding international sanctions: Attention is drawn to Article 5k in Regulation (EU) No 833/2014 as amended by Regulation (EU) 2022/576 which applies for the procurement procedure. 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 actors covered by the prohibition). The DEA may at any time during the procurement procedure require that the Tenderers prove that they are not covered by the prohibition, for example by requiring documentation regarding the Tenderers' and any subcontractors' place of establishment and ownership. Annex D, Declaration regarding sanctions against Russia, may be used. Regarding prerequisites for award of the Concession Agreement: The Tenderer shall, as part of the tender, submit a notification /declaration concerning any financial contributions received from third countries, see Article 29 of Regulation (EU) 2022/2560 of the European Parliament and of the Council of 14 December 2022 on foreign subsidies distorting the internal market. Whether a notification or a declaration must be included in the tender depends on the threshold in art. 28, para. 1, point (b), of Regulation (EU) 2022/2560. The obligation is further elaborated in the Commission Implementing Regulation (EU) 2023/1441 of 10 July 2023, particularly in art. 5. The Tenderer shall submit the notification/declaration concerning any financial contributions received from third countries by using the form FS-PP in Annex II of the Implementing Regulation (EU) 2023 /1441. The Tenderer is encouraged to engage in prenotification discussions with the European Commission Directorate-General for Internal Market, Industry, Entrepreneurship and SMEs in sufficient time prior to the notification, see for more information Implementing Regulation (EU) 2023/1441, Annex II, the Introduction, part 6, on 'Pre-notification contacts and waiver requests. Reference is furthermore made to the Procurement Specifications, section 7. Regarding prerequisites for conclusion of the Concession Agreement: According to the Investment Screening Act, statutory order no 1256 of 27 October 2023, economic actors, i) domiciled outside the EU or EFTA, or ii) who are under the control of or subject to significant influence as defined in the Act from a domiciled business or citizen from a country outside the EU or EFTA,

must apply for and obtain authorization to conclude the Concession Contract, if the Tenderer's conclusion of the Concession Agreement is subject to the Act. The Tenderer is advised to clarify whether their conclusion of the Concession Contract is subject to the authorization requirement under the Danish Investment Screening Act. For more details on the authorisation procedure including the relevant information to be provided to the Danish Business Authority, the DEA refers to the Danish Business Authority webpage or via this link:

<https://businessindenmark.virk.dk/topics/Economy/Investments/>. Further, the Danish Business Authority can be reached by e-mail: [fdi-screening@erst.dk](mailto:fdi-screening@erst.dk) for further guidance. Reference is furthermore made to the Procurement Specifications section 3.1 and section 11.2.

**Legal basis:**

Directive 2014/24/EU

Danish Public Procurement Act, cf. consolidated act no. 116 of 3 February 2025 with later amendments - The directive 2014/24/EU on public procurement as implemented into Danish law by the Danish Public Procurement Act, cf. consolidated act no. 116 of 3 February 2025 with later amendments (in Danish: Udbudsloven).

**2.1.6. Grounds for exclusion**

Sources of grounds for exclusion: Notice

Corruption: If the Tenderer is covered by the mandatory exclusion ground stated in section 135 (1), no. 2, and section 135 (2), of the consolidated act no. 116 of 3 February 2025 (Danish Public Procurement Act) with amendments, the Tenderer shall be excluded from participating in the procurement procedure.

Fraud: If the Tenderer is covered by the mandatory exclusion ground stated in section 135 (1), no. 3, and section 135 (2) of the consolidated act no. 116 of 3 February 2025 (Danish Public Procurement Act) with amendments, the Tenderer shall be excluded from participating in the procurement procedure.

Money laundering or terrorist financing: If the Tenderer is covered by the mandatory exclusion ground stated in section 135 (1), no. 5, and section 135 (2) of the consolidated act no. 116 of 3 February 2025 (Danish Public Procurement Act) with amendments, the Tenderer shall be excluded from participating in the procurement procedure.

Participation in a criminal organisation: If the Tenderer is covered by the mandatory exclusion ground stated in section 135 (1), no. 1, and section 135 (2), of the consolidated act no. 116 of 3 February 2025 (Danish Public Procurement Act) with amendments, the Tenderer shall be excluded from participating in the procurement procedure.

Terrorist offences or offences linked to terrorist activities: If the Tenderer is covered by the mandatory exclusion ground stated in section 135 (1), no. 4, and section 135 (2) of the consolidated act no. 116 of 3 February 2025 (Danish Public Procurement Act) with amendments, the Tenderer shall be excluded from participating in the procurement procedure.

Child labour and including other forms of trafficking in human beings: If the Tenderer is covered by the mandatory exclusion ground stated in section 135 (1), no. 6, and section 135 (2) of the consolidated act no. 116 of 3 February (Danish Public Procurement Act) with amendments, the Tenderer shall be excluded from participating in the procurement procedure.

Grave professional misconduct: If the Tenderer is covered by the mandatory exclusion ground stated in section 136 (1), no. 4 of the consolidated act no. 116 of 3 February (Danish Public Procurement Act) with amendments, the Tenderer shall be excluded from participating in the procurement procedure.

Misrepresentation, withheld information, unable to provide required documents or obtained confidential information of this procedure: If the Tenderer is covered by the mandatory exclusion ground stated in section 136 (1), no. 3, of the consolidated act no. 116 of 3 February (Danish Public Procurement Act) with amendments, the Tenderer shall be excluded from

participating in the procurement procedure. For the avoidance of doubt, the voluntary exclusion ground stated in the Danish Public Procurement Act, section 137 (1), no. 5, is not applicable under this procurement procedure.

Conflict of interest due to its participation in the procurement procedure: If the Tenderer is covered by the mandatory exclusion ground stated in section 136 (1), no. 1 of the consolidated act no. 116 of 3 February (Danish Public Procurement Act) with amendments, the Tenderer shall be excluded from participating in the procurement procedure.

Direct or indirect involvement in the preparation of this procurement procedure: If the Tenderer is covered by the mandatory exclusion ground stated in section 136 (1), no. 2 of the consolidated act no. 116 of 3 February 2023 (Danish Public Procurement Act) with amendments, the Tenderer shall be excluded from participating in the procurement procedure.

Breaching obligation relating to payment of social security contributions: If the Tenderer is covered by the mandatory exclusion ground stated in section 135 (3) of the consolidated act no. 116 of 3 February (Danish Public Procurement Act) with amendments, the Tenderer shall be excluded from participating in the procurement procedure.

Breaching obligation relating to payment of taxes: If the Tenderer is covered by the mandatory exclusion ground stated in section 135 (3) of the consolidated act no. 116 of 3 February (Danish Public Procurement Act) with amendments, the Tenderer shall be excluded from participating in the procurement procedure.

Business activities are suspended: If the Tenderer is covered by the voluntary exclusion ground stated in section 137 (1), no. 2 of the consolidated act no. 116 of 3 February (Danish Public Procurement Act) with amendments, the Tenderer shall be excluded from participating in the procurement procedure.

Bankruptcy: If the Tenderer is covered by the voluntary exclusion ground stated in section 137 (1), no. 2 of the consolidated act no. 116 of 3 February (Danish Public Procurement Act) with amendments, the Tenderer shall be excluded from participating in the procurement procedure.

Arrangement with creditors: If the Tenderer is covered by the voluntary exclusion ground stated in section 137 (1), no. 2 of the consolidated act no. 116 of 3 February (Danish Public Procurement Act) with amendments, the Tenderer shall be excluded from participating in the procurement procedure.

Insolvency: If the Tenderer is covered by the voluntary exclusion ground stated in section 137 (1), no. 2 of the consolidated act no. 116 of 3 February (Danish Public Procurement Act) with amendments, the Tenderer shall be excluded from participating in the procurement procedure.

Assets being administered by liquidator: If the Tenderer is covered by the voluntary exclusion ground stated in section 137 (1), no. 2 of the consolidated act no. 116 of 3 February (Danish Public Procurement Act) with amendments, the Tenderer shall be excluded from participating in the procurement procedure.

Analogous situation like bankruptcy, insolvency or arrangement with creditors under national law: If the Tenderer is covered by the voluntary exclusion ground stated in section 137 (1), no. 2 of the consolidated act no. 116 of 3 February (Danish Public Procurement Act) with amendments, the Tenderer shall be excluded from participating in the procurement procedure.

## 5. Lot

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### 5.1. Lot: LOT-0000

Title: North Sea I, South, Offshore Wind Farm

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 29 June 2018, - Climate Agreement

from 22 June 2020, - the Financial Act from 4 December 2022, - Climate Agreement regarding green electricity and heat from 25 June 2022 - Additional Agreement on the procurement details regarding 6 GW offshore wind and Energy Island Bornholm from May 30 2023, and - Agreement on procurement frameworks for three offshore wind farms from 19 May 2025 as adjusted on 7 November 2025. This procurement concerns the establishment of one (1) new large-scale offshore wind farm named North Sea I, South, pursuant to the directive 2014/24 /EU on public procurement as implemented into Danish law by the Danish Public Procurement Act, cf. consolidated act no. 116 of 3 February 2025 with later amendments (in Danish: Udbudsloven). The procurement procedure applicable to this procurement constitutes an open procedure, cf. section 56 of the Danish Public Procurement Act. The Concessionaire is granted a right and obligations to utilise the concession area for the establishment and operation of an offshore wind farm with a minimum capacity of 1 GW for the purpose of producing and distributing electricity at the sole risk and expense of the Concessionaire. Notwithstanding the foregoing, the concessionaire of North Sea I, South Offshore Wind Farm, will be economically supported for the electricity produced from the minimum capacity by a capability based two-way contract for difference (“CfD”) scheme for a period of 20 years. Under the capability-based two-way CfD scheme, the Concessionaire must make payments to the Danish State in months where the strike price (equal to the “bid price” of the Successful Tenderer) is lower than the reference price (to be calculated by the DEA as the weighted monthly average of the day-ahead prices, weighted by the maximum power production capability of the turbines or “Available Active Power” as further set out in the procurements material). There is no cap on the payments from the Concessionaire to the Danish State, and the Concessionaire has no option to opt out of the capability-based two-way CfD scheme. Correspondingly, in months where the strike price is higher than the reference price, the Concessionaire will receive subsidies up to cap of 6.6 billion DKK excl. VAT (2025-prices) in the form of payments from the Danish State. Reference is made to the Annex F (Concession Agreement) and Appendix 3 (Capability-Based Two-Way Contract for Difference) for an overall description of the principles in capability-based two-way CfD scheme. The scheme constitutes State aid within the meaning of Article 107(1) of the Treaty on the Functioning of the European Union (TFEU). Please note that the name of the offshore wind farm can be changed by the Danish Energy Agency (“DEA”). Such change will not affect the geographical location of the offshore wind farm. The North Sea I, South will in the following be called “the Offshore Wind Farm”. The minimum capacity of the Offshore Wind Farm shall be established no later 31 December 2034. 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 in excess of the required minimum 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. With the sole exception of the capability-based two-way CfD scheme, 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, 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 bear the costs as stipulated in the construction permit and/or procurement material. Please note that contrary to earlier procurements rounds concerning offshore wind the Concessionaire shall not bear the actual cost of the temporary and

permanent preventive measures, which by decision of the Danish Defence must be implemented by the Concessionaire to prevent deteriorations in the quality of the current military radio communication and radar surveillance caused by the Offshore Wind Farm. Such costs will be borne by the Danish Defence. Furthermore, contrary to earlier procurements rounds for offshore wind, the Concessionaire shall not pay the cost of the offshore preliminary investigations performed by Energinet, cf. section 23 (3) of the Renewable Energy Act (RE Act), statutory order no. 132 of 6 February 2024. Such costs will be borne by the Danish State. The location site of the Offshore Wind Farm is further stated below under section "Place of Performance" as well as in the procurement material Appendix 2 (Location of the Concession Area). 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: 2025-16624

#### **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): Vestjylland (DK041)

Country: Denmark

Additional information: The location site of the Offshore Wind Farm is further specified in the procurement material, 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 permit, cf. section 29 of RE Act, and until the Concessionaire has fulfilled its obligations under the Concession Agreement, including the obligations after end of operation to dismantle and decommission the Offshore Wind Farm, pursuant to relevant approvals, licenses and permits in accordance with applicable Laws. The capability-based two-way CfD scheme will apply to electricity produced from the minimum capacity for a period of 20 years as further described in Appendix 3 (Capability-Based Two-Way Contract for Difference) and Annex F (Concession Agreement), Clause 11. The duration of the capability-based two-way CfD scheme will not be extended. The electricity production permit is granted for 30 years and can be extended upon application, cf. RE Act, section 29 (2). Before the expiry of the permit, the Concessionaire shall be entitled to request the DEA for an extension of the duration of the Concession Agreement on unchanged terms and conditions, with the exception of the capability-based two-way CfD scheme. The DEA will consent to such extension of the Concession Agreement provided a) the Concessionaire is granted permission to extension of the electricity production permit 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 legislation at the time, including but not limited to the relevant applicable procurement rules, rules on state aid and any sanctions and embargoes.

#### 5.1.5. Value

Estimated value excluding VAT: 6 600 000 000,00 DKK

#### 5.1.6. General information

##### **Reserved participation:**

Participation is not reserved.

Procurement Project fully or partially financed with EU Funds.

##### **Information about European Union funds:**

Identifier of EU funds: REPowerEU

Further details of 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.

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

This procurement is also suitable for small and medium-sized enterprises (SMEs): no

Additional information: Regarding tender submission deadline: Please note that due to a system error, the deadline for submission of tender is displayed in a different time zone. The deadline for submission of tender is 23 October 2028 at 14:00 p.m. (local Danish time).

Regarding supplementary information: The Danish Energy Agency may use the procedure of section 159(5) of the Danish Public Procurement Act in the event that tenders do not comply with the formal requirements of the tender documents. Regarding tender validity: The

Tenderer must keep its tender open for acceptance for eight (8) months from expiry of the tender submission deadline. If the DEA considers it appropriate due to delays resulting from the procedures pursuant to Regulation (EU) 2022/2560 on foreign subsidies or the Danish Investment Screening Act, the DEA may invite all Tenderers to accept an extension of the period in which they must keep their tenders open for acceptance. All Tenderers will in this situation be free to decide whether to accept the extension of the tender validity period as proposed by the DEA. Where a Tenderer does not accept an extension of the tender validity period, the tender of such Tenderer will expire at the end of the initial tender validity period of eight (8) month from the tender submission deadline and such Tenderer will no longer be considered for the award of the Concession Agreement. If Regulation (EU) 2022/2560 on foreign subsidies does not prevent the award of the Concession Agreement at such time, the DEA may at any time choose to award the Concession Agreement to the Tenderer who has submitted the tender with the lowest bid price, subject to this Tenderer obtaining the necessary authorisation pursuant to the Danish Investment Screening Act if relevant. In this case the Tenderer, to whom the DEA awards the Concession Agreement, must keep its tender open for acceptance until conclusion of the Concession Agreement. Regarding the estimated value of the concession: The estimated value of the concession is 6,600,000,000.00 DKK covering the required establishment of an offshore wind farm with a production capacity of electricity of 1 GW. Regarding the decision not to divide the contract into lots: Due to the contract's technical characteristics, financing conditions, risk and liability allocation, and the need for long-term operational optimization, the DEA deems that dividing the contract into lots would not be appropriate. The contracting authority therefore finds that a single concession contract will ensure the most advantageous technical and economic solution, as well as the optimal allocation of risk and responsibility. Regarding the exclusion grounds: Furthermore, a Tenderer must include in the tender an ESPD, as described further in the Procurement Specifications,

section 6 and 7, as preliminary proof of the conditions specified in section 148 of the consolidated act no. 116 of 3 February 2025 (Danish Public Procurement Act) with later amendments. Upon request, the Tenderer to whom the DEA intends to award the Concession Agreement, or all Tenderers must submit documentation regarding the information stated in the ESPD, cf. section 151(1) or 151(2) of the Danish Public Procurement Act. Furthermore, if the Tenderer relies on the capacity of other entities and/or if the Tenderer consists of a group of economic operators a separate ESPD, must be submitted for each of the participating entities and the ESPD shall each contain the relevant information. If the Tenderer relies on the capacities of other entities and/or if the Tenderer consists of a group of economic entities, the documentation regarding the information stated in the ESPD must be submitted for each participating entity. The documentation regarding the exclusion grounds can consist of the following: - An extract from the relevant register, such as judicial records or, failing that, of an equivalent document issued by a competent judicial or administrative authority in the Member State or country of origin or the country where the economic operator is established showing that the economic operator is not covered by the exclusion grounds listed in section 135 (1) of the Danish Public Procurement Act, and - A certificate issued by the competent authority in the Member State or country concerned, showing that the economic operator is not covered by the exclusion grounds listed in section 135 (3) and section 137 (1), no. 2. Where the Member State or country in question does not issue such documents or certificates, or where these do not cover all the exclusion grounds, they may be replaced by a declaration on oath. In Member States or countries where there is no provision for declarations on oath, a solemn declaration made by the person concerned before a competent judicial or administrative authority, a notary or a competent professional or trade body, in the Member State or country of origin or in the Member State or country where the economic operator is established, may be used. It is accentuated that the documentation must also include documentation regarding the exclusion ground in section 135 (2) of the Danish Public Procurement Act. The DEA will generally accept the documentation, which is listed in e-Certis for the relevant country, cf. section 152 (3) of the Danish Public Procurement Act. For groups of entities, and/or if a Tenderer relies on the technical and professional capacity of other entities, documentation regarding such other entities must also be provided. Where a Tenderer is covered by one of the exclusion grounds as stated under the section "Participation" and further in the Procurement Specifications, the DEA will allow the Tenderer to demonstrate its reliability in accordance with section 138 of the Danish Public Procurement Act. Reference is further made to the Procurement Specifications, section 6 and section 11. Regarding international sanctions: Attention is drawn to Article 5k in Regulation (EU) No 833/2014 as amended by Regulation (EU) 2022/576 which applies for the procurement procedure. 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 actors covered by the prohibition). The DEA may at any time during the procurement procedure require that the Tenderers prove that they are not covered by the prohibition, for example by requiring documentation regarding the Tenderers' and any subcontractors' place of establishment and ownership. Annex D, Declaration regarding sanctions against Russia, may be used. Regarding prerequisites for award of the Concession Agreement: The Tenderer shall, as part of the tender, submit a notification /declaration concerning any financial contributions received from third countries, see Article 29 of Regulation (EU) 2022/2560 of the European Parliament and of the Council of 14 December 2022 on foreign subsidies distorting the internal market. Whether a notification or a declaration must be included in the tender depends on the threshold in art. 28, para. 1, point (b), of Regulation (EU) 2022/2560. The obligation is further elaborated in the Commission Implementing Regulation (EU) 2023/1441 of 10 July 2023, particularly in art. 5. The Tenderer shall submit the notification/declaration concerning any financial contributions received from

third countries by using the form FS-PP in Annex II of the Implementing Regulation (EU) 2023/1441. The Tenderer is encouraged to engage in prenotification discussions with the European Commission Directorate-General for Internal Market, Industry, Entrepreneurship and SMEs in sufficient time prior to the notification, see for more information Implementing Regulation (EU) 2023/1441, Annex II, the Introduction, part 6, on 'Pre-notification contacts and waiver requests. Reference is furthermore made to the Procurement Specifications, section 7. Regarding prerequisites for conclusion of the Concession Agreement: According to the Investment Screening Act, statutory order no 1256 of 27 October 2023, economic actors, i) domiciled outside the EU or EFTA, or ii) who are under the control of or subject to significant influence as defined in the Act from a domiciled business or citizen from a country outside the EU or EFTA, must apply for and obtain authorization to conclude the Concession Contract, if the Tenderer's conclusion of the Concession Agreement is subject to the Act. The Tenderer is advised to clarify whether their conclusion of the Concession Contract is subject to the authorization requirement under the Danish Investment Screening Act. For more details on the authorisation procedure including the relevant information to be provided to the Danish Business Authority, the DEA refers to the Danish Business Authority webpage or via this link: <https://businessindenmark.virk.dk/topics/Economy/Investments/>. Further, the Danish Business Authority can be reached by e-mail: [fdi-screening@erst.dk](mailto:fdi-screening@erst.dk) for further guidance. Reference is furthermore made to the Procurement Specifications section 3.1 and section 11.2.

#### **5.1.9. Selection criteria**

Sources of selection criteria: Notice

Criterion: References on specified works

Description of selection criterion: The Tenderer must fulfil the following minimum requirement in order to demonstrate the ability to perform the Concession Agreement: 1. At least one (1) reference covering a largescale offshore project in relation to energy production, completed within the last ten (10) years. A largescale offshore project in relation to energy production must, as a minimum, have the following characteristics in order to be considered: a. Construction costs (CAPEX) of minimum DKK 500,000,000, b. be fixed to the seabed, at least at 10 meters sea depth in average across the site, and c. have a duration of contract, permit, licence, approval or the like of min. 25 years. The reference must show experience with at least three (3) of the six (6) following key areas: 1) project management, 2) engineering, 3) procurement, 4) execution, 5) operation, or 6) quality control. The Tenderer may document experience with the above in a minimum of three (3) key areas via one (1) or more references, provided that each reference covers a largescale offshore project in relation to energy production. Only references completed within the latest ten (10) years before the expiry of the deadline for submission of tender will be accepted. As regard the assessment of whether a largescale offshore project is completed within the latest ten (10) years, the DEA will accept the following examples (which are not exhaustive): • An offshore wind farm with an A/C substation where the last turbine has delivered the first kWh to the grid (fully commissioned offshore wind farm). • An offshore oil- and gas development project including installation of fixed installations and commissioning and subsequent production/operation. Information regarding the references should be specified in part IV, section C of the ESPD. If the Tenderer prefers to submit the list of references as a separate document, this is accepted as well. However, illustrations, photographs etc. will not be taken into account. Re (1) For each project used as a reference (at least one (1), maximum five (5) references), the Tenderer must provide the following description: a. Name of largescale offshore project b. Description of main elements of the largescale offshore project including where relevant grid connection (AC-substation, etc.) from the offshore project to onshore/offshore point of connection; c. Contact person at the contracting entity and/or the authority who awards the permit/licence/approval or

the like (preferably including phone number and email address); d. Contract signing date or the date of issuing the permit/licence/approval etc. (with the minimum duration of 25 years); e. Location of the largescale offshore project; f. The Tenderer's/the supporting entity's role (i.e. developer, owner, main consultant, sub-contractor, financial investor, or other); g. The Tenderer's/the supporting entity's contribution to the project within the following key areas: 1) project management, 2) engineering, 3) procurement, 4) execution, 5) operation and/or 6) quality control; h. Time of completion of the project (within the last 10 years). If more than a total of five (5) references completed within the latest ten (10) years before the expiry of the deadline for submission of tender are submitted by a Tenderer, including where a Tenderer is a group of economic entities, e.g. a consortium or joint venture, only the five (5) newest references completed within the latest ten (10) years before the expiry of the deadline for submission of tender will be considered. If it is not possible to identify the five (5) newest references, the five (5) newest references will be selected by drawing of lots of the references submitted by the remaining entities in the group of Tenderers or from the supporting entities which has been completed within the latest ten (10) years before the expiry of the deadline for submission of tender. Upon request, the Tenderer to whom the DEA intends to award the Concession Agreement must submit documentation regarding the information stated in the ESPD, cf. section 151 of the Danish Public Procurement Act. The list of references, that the Tenderer specifies in the ESPD will constitute the final documentation for the Tenderer's information about the technical and professional capacity. Reference is further made to the Procurement Specifications, section 11.

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

##### **Criterion:**

Type: Price

Name: Bid price

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 offered by the Tenderer in the Tender Submission Letter (Annex A), in the Procurement Specifications. The offered bid price must constitute a price per unit of electricity in "DKK"/MWh excl. VAT, which the Tenderer will be guaranteed for the duration of the 20-year subsidy period. The bid price of the Successful Tenderer will constitute the so-called "strike price" under the Concession agreement, cf. Appendix F (Concession Agreement) and Appendix 3 (Capability-Based Two-Way Contract for Difference). The Tenderer submitting the tender with the lowest offered bid price will be awarded the right and obligation to establish an offshore wind farm in the concession area, as set out in Appendix 2 (Location of the Concession Area).

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

Award criterion number: 100

#### **5.1.11. Procurement documents**

Languages in which the procurement documents are officially available: English

Deadline for requesting additional information: 02/10/2028 21:55:00 (UTC+00:00) Western European Time, GMT

Address of the procurement documents: [https://eu.eu-supply.com/app/rfq/rwlenrance\\_s.asp?PID=438434&B=](https://eu.eu-supply.com/app/rfq/rwlenrance_s.asp?PID=438434&B=)

#### **5.1.12. Terms of procurement**

##### **Terms of submission:**

Electronic submission: Required

Address for submission: [https://eu.eu-supply.com/app/rfq/rwlenrance\\_s.asp?PID=438434&B=](https://eu.eu-supply.com/app/rfq/rwlenrance_s.asp?PID=438434&B=)

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

Electronic catalogue: Not allowed

Variants: Not allowed

Tenderers may submit more than one tender: Not allowed

Deadline for receipt of tenders: 23/10/2028 12:00:00 (UTC+00:00) Western European Time, GMT

Duration during which the tender must remain valid: 8 Months

**Information about public opening:**

Opening date: 23/10/2028 12:05:00 (UTC+00:00) Western European Time, GMT

Place: The electronic procurement system

Additional information: The tenders will be opened in the electronic procurement system.

Tenderers are not allowed to attend the opening of tenders.

**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 Tenderer to whom the Concession Agreement is awarded must, at its own risk and expense, obtain all approvals, licences and permits required under applicable legislation to establish the Offshore Wind Farm. The Tenderer should be aware that further requirements regarding additional guarantee in connection with decommissioning of the offshore wind farm will be stated in relevant approvals, licenses and permits, pursuant to applicable legislation. After full termination pursuant to Sub-Clause 20.1 of Annex F, the DEA may acquire, and the Concessionaire must sell, the Offshore Wind Farm, including all related information, know-how, documentation, records etc., against payment of a purchase price determined in accordance with Sub-Clause 20.2.2 of Annex F (Concession Agreement).

Electronic invoicing: Required

Electronic ordering will be used: no

Electronic payment will be used: yes

Financial arrangement: It is required, that the Concessionaire, at the latest when signing the Concession Agreement, shall obtain and deliver to the DEA 1) a duly executed, valid and binding performance guarantee from an acceptable financial institution and if applicable 2) a duly executed, valid and binding parent company guarantee from an eligible parent company. Reference is further made to Clause 17 of Annex F (Concession Agreement).

**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: Danish Complaints Board for Public Procurement

Information about review deadlines: According to the Danish Complaints Board for Public Procurement Act (statutory order no. 448 from 8. May 2025), the following deadlines apply for submission of complaint regarding the procurement procedure: 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. The email address of the Danish Complaints Board for Public Procurement: [kfu@naevneneshus.dk](mailto:kfu@naevneneshus.dk). The Danish Complaints Board for Public Procurement's guidance on submitting complaints can be found at: <https://naevneneshus.dk/naevnsoversigt/klagenaevnet-for-udbud/vejledning/>

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

Organisation receiving requests to participate: Danish Energy Agency

Organisation processing tenders: Danish Energy Agency

## 8. Organisations

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### 8.1. ORG-0001

Official name: Danish Energy Agency

Registration number: 59778714

Postal address: Carsten Nieburhrs Gade 43

Town: København V

Postcode: 1577

Country subdivision (NUTS): Byen København (DK011)

Country: Denmark

Contact point: Camilla Juel Irmak

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

Telephone: +4533922347

Internet address: <https://ens.dk/>

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

Organisation receiving requests to participate

Organisation processing tenders

### 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): Vestjylland (DK041)  
Country: Denmark  
Email: [kflu@naevneneshus.dk](mailto:kflu@naevneneshus.dk)  
Telephone: +45 72405600  
Internet address: <https://kflu.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

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Notice identifier/version: 905814ce-797a-435d-8033-d8295b67998f - 01  
Form type: Competition  
Notice type: Contract or concession notice – standard regime  
Notice subtype: 16  
Notice dispatch date: 20/11/2025 11:07:51 (UTC+00:00) Western European Time, GMT

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