

355402-2026 - Mise en concurrence

Danemark – Vêtements, articles chaussants, bagages et accessoires – Headwear for the Danish Defence

OJ S 99/2026 26/05/2026

Avis de marché ou de concession – régime ordinaire

Fournitures

1. Acheteur

1.1. Acheteur

Nom officiel: Danish Ministry of Defence Acquisition and Logistics Organisation

Adresse électronique: 00503749@mil.dk

Forme juridique de l'acheteur: Autorité publique centrale

Activité du pouvoir adjudicateur: Défense

2. Procédure

2.1. Procédure

Titre: Headwear for the Danish Defence

Description: Danish Ministry of Defence Acquisition and Logistics (hereafter, DALO) and the Danish Emergency Management Agency (hereafter, DEMA), are putting acquisition of Headwaer up for af tender. The primary function of the headwear items is to provide protection for the head against wind and weather conditions. Most of the items are being used on a daily basis and some of the products are used for specified tasks. The headwear will be used by men and women for both training and actual military operations.

Identifiant de la procédure: 31725c7a-ca85-469d-8e6e-aac85d9ce870

Identifiant interne: 2024/011554

Type de procédure: Ouverte

La procédure est accélérée: non

Principales caractéristiques de la procédure et informations sur l'endroit où obtenir les règles complètes applicables à la procédure: DALO will, as part of the tender procedure, invite the tenderers to a Clarification meeting, regarding the tender proces and the Test Specimens. See time schedule cf. Instructions to Tenderers. DALO will, as part of the evaluation, test the received Test Specimens, as part of the tenderers' offers. The test procedure is described in Enclosure C - Evaluation method and test description. Each offer will be evaluated and testet by expert panel from DALO. 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. If a tenderer relies on the capacity of other entities, the candidate shall upon request provide statements of support or other documentation proving that the candidate has access to the necessary economic and financial standing, and that the entity referred to has a legal obligation to the candidate. If such documentation is not provided, DALO cannot take into account the economic and financial standing of such entity or entities. DALO has prepared a template (available in the electronic tender system) to be used to confirm the legal obligation.

2.1.1. Objet

Nature principale du marché: Fournitures

Nomenclature principale (cpv): 18000000 Vêtements, articles chaussants, bagages et accessoires

Nomenclature complémentaire (cpv): 18441000 Chapeaux, 18443000 Coiffures et accessoires de coiffure

2.1.2. Lieu d'exécution

Subdivision pays (NUTS): Københavns omegn (DK012)

Pays: Danemark

2.1.3. Valeur

Valeur estimée hors TVA: 34 000 000,00 DKK

Valeur maximale de l'accord-cadre: 70 000 000,00 DKK

2.1.4. Informations générales

Informations complémentaires: In accordance with section 134a of the Danish Public Procurement Act the contracting entity shall exclude a candidate or tenderer from participation in a procurement procedure where the candidate or tenderer is established in a country that is included in the EU list of non-cooperative jurisdictions for tax purposes and has not acceded to the WTO Government Procurement Agreement or other trade agreements committing Denmark to open the public procurement market to tenderers established in that country. However, for reasons of overriding public interest, the contracting entity may refrain from excluding a candidate or tenderer that is subject to the ground for exclusion. It is stressed, however, 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 (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. It is stressed, however, 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 (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 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. An information meeting will be held on Thursday, 11 Juny 2026 from 12:00 to 14:00 local time prior to the deadline for submission of offer. Reference is made to the instructions to tenderers for further information in that regard. 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. DALO demands that the tenderer and each of the legal entities on whose economic and financial capacities the tenderer relies undertake joint and several liability for the performance of the agreement. The estimated value of the framework agreement is 34.000.000 DKK, and the maximum value of the agreement is 70.000.000 DKK. The reason for the difference between the stated values is the uncertainty regarding the final value of the agreement, see below. Hence, the estimated value constitutes DALO's most qualified estimate of the value of the agreement at the present moment, while the maximum value constitutes the maximum value of purchases under the agreement in its duration. The uncertainty regarding the final value of the framework agreement is primarily caused by uncertainty regarding exactly how extensively the deliverables under the agreement will be distributed in the Danish Defence. If it is decided that the deliverables in question are to be used by more groups of personnel than what is actually decided for now, this will lead to a significantly larger expenditure under the agreement than what is expected at the moment. The offer shall be in the language english og danish.

Base juridique:

Directive 2014/24/UE

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. Motifs d'exclusion

Sources des motifs d'exclusion: Avis

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

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

Blanchiment de capitaux ou financement du terrorisme: See section 135(1), para (5) of the Danish Public Procurement Act.

Participation à une organisation criminelle: See section 135(1), para (1) of the Danish Public Procurement Act.

Infractions terroristes ou infractions liées aux activités terroristes: See section 135(1), para (4) of the Danish Public Procurement Act.

Travail des enfants et autres formes de traite des êtres humains: See section 135(1), para (6) of the Danish Public Procurement Act.

Faute professionnelle grave: See section 136, para (4) of the Danish Public Procurement Act.

Faussees déclarations, dissimulation d'informations, incapacité de présenter les documents requis ou obtention d'informations confidentielles sur cette procédure: See section 136(3) of the Danish Public Procurement Act.

Conflit d'intérêt créé par sa participation à la procédure de passation de marché: See section 136(1) of the Danish Public Procurement Act.

Association directe ou indirecte à la préparation de cette procédure de passation de marché: See section 136, para (2) of the Danish Public Procurement Act.

Manquement à l'obligation relative au paiement de cotisations de sécurité sociale: See section 135(3) of the Danish Public Procurement Act.

Manquement à l'obligation relative au paiement d'impôts et taxes: See section 135(3) of the Danish Public Procurement Act.

5. Lot

5.1. Lot: LOT-0000

Titre: Headwear for the Danish Defence

Description: Danish Ministry of Defence Acquisition and Logistics (hereafter, DALO) and the Danish Emergency Management Agency (hereafter, DEMA), are putting acquisition of Headwaer up for af tender. The primary function of the headwear items is to provide protection for the head against wind and weather conditions. Most of the items are being used on a daily basis and some of the products are used for specified tasks. The headwear will be used by men and women for both training and actual military operations.

Identifiant interne: 2024/011554

5.1.1. Objet

Nature principale du marché: Fournitures

Nomenclature principale (cpv): 18000000 Vêtements, articles chaussants, bagages et accessoires

Nomenclature complémentaire (cpv): 18441000 Chapeaux, 18443000 Coiffures et accessoires de coiffure

5.1.2. Lieu d'exécution

Subdivision pays (NUTS): Københavns omegn (DK012)

Pays: Danemark

5.1.3. Durée estimée

Durée: 4 Ans

5.1.5. Valeur

Valeur estimée hors TVA: 34 000 000,00 DKK

Valeur maximale de l'accord-cadre: 70 000 000,00 DKK

5.1.6. Informations générales

Participation réservée:

La participation n'est pas réservée.

Projet de passation de marché non financé par des fonds de l'UE

Le marché relève de l'accord sur les marchés publics (AMP): oui

Le marché en question convient aussi aux petites et moyennes entreprises (PME): oui

Informations complémentaires: In accordance with section 134a of the Danish Public Procurement Act the contracting entity shall exclude a candidate or tenderer from participation in a procurement procedure where the candidate or tenderer is established in a country that is included in the EU list of non-cooperative jurisdictions for tax purposes and has not acceded to

the WTO Government Procurement Agreement or other trade agreements committing Denmark to open the public procurement market to tenderers established in that country. However, for reasons of overriding public interest, the contracting entity may refrain from excluding a candidate or tenderer that is subject to the ground for exclusion. It is stressed, however, 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 (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. It is stressed, however, 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 (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 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. An information meeting will be held on Thursday, 11 Juny 2026 from 12:00 to 14:00 local time prior to the deadline for submission of offer. Reference is made to the instructions to tenderers for further information in that regard. 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. DALO demands that the tenderer and each of the legal entities on whose economic and financial capacities the tenderer relies undertake joint and several liability for the performance of the agreement. The estimated value of the framework agreement is 34.000.000 DKK, and the maximum value of the agreement is 70.000.000 DKK. The reason for the difference between the stated values is the uncertainty regarding the final value of the agreement, see below. Hence, the estimated value constitutes DALO's most qualified estimate of the value of the agreement at the present moment, while the maximum value constitutes the maximum value of purchases under the agreement in its duration. The uncertainty regarding the final value of the framework agreement is primarily caused by uncertainty regarding exactly how extensively the deliverables under the agreement will be

distributed in the Danish Defence. If it is decided that the deliverables in question are to be used by more groups of personnel than what is actually decided for now, this will lead to a significantly larger expenditure under the agreement than what is expected at the moment. The offer shall be in the language english og danish.

5.1.9. Critères de sélection

Sources des critères de sélection: Avis

Critère: Ratio financier

Description du critère de sélection: The tenderer must have an positive equity ratio in each of the last 3 financial years available. The equity ratio (calculated by dividing the tenderer's equity with the tenderer's total assets (equity/total assets x 100) at the end of the last 3 financial years available. Concerning the financial ratios specified in the relevant notice, the procurement documents or the ESPD, the economic operator declares that the actual values for the required ratios are as follows: The tenderer must have an positive equity ratio in each of the last 3 financial years available. The tenderer and other entities, if any, must state the 1) equity, 2) total assets and 3) equity ratio as key figures in the ESPD. The equity and total assets must be stated in DKK. If the tenderer is composed of a group of entities (e.g. consortium), including temporary joint ventures, the equity ratio will be calculated by dividing the sum of the equities of all participants with the sum of the total assets of all participants (the sum of equities/the sum of total assets x 100) in each of the last 3 financial years available. If the tenderer relies on the economic and financial standing of an entity or entities (e.g. a parent or sister company or a subcontractor), the equity ratio will be calculated by dividing the sum of the tenderer's and the entity's/entities' equity with the sum of the tenderer's and the entity's /entities' total assets (the sum of equities/the sum of total assets x 100) in each of the last 3 financial years available. Upon request from DALO, the tenderer must submit the following documentation: Annual reports or excerpts thereof or other documentation stating the tenderer's equity and total assets at the end of the last 3 financial years available if publication of annual reports is required under the law of the country in which the tenderer is established. Where groups of entities (e.g. consortiums), including temporary joint ventures, participate jointly in the tender procedure, the documentation must be provided for each of the participating entities. If the tenderer relies on the economic and financial standing of another entity or other entities (e.g. a parent or sister company or a subcontractor), the documentation must also be provided for each such entity or entities.

5.1.10. Critères d'attribution

Critère:

Type: Prix

Nom: Price

Description: DALO will calculate an evaluation-based price.

Catégorie du critère d'attribution poids: Pondération (pourcentage, valeur exacte)

Nombre critère d'attribution: 50

Critère:

Type: Qualité

Nom: Quality

Description: This criterion will be evaluated based on the Tender's compliance with the evaluation requirements.

Catégorie du critère d'attribution poids: Pondération (pourcentage, valeur exacte)

Nombre critère d'attribution: 50

5.1.11. Documents de marché

Date limite de demande d'informations complémentaires: 21/08/2026 11:00:00 (UTC+00:00)
Heure de l'Europe occidentale, GMT
Adresse des documents de marché: <https://www.ethics.dk/ethics/eo#/51449b3e-46ef-46fb-9bc6-246731a38b40/publicMaterial>

5.1.12. Conditions du marché public

Conditions de soumission:

Soumission par voie électronique: Requise

Adresse de soumission: <https://www.ethics.dk/ethics/eo#/51449b3e-46ef-46fb-9bc6-246731a38b40/homepage>

Langues dans lesquelles les offres ou demandes de participation/candidatures peuvent être présentées: anglais

Catalogue électronique: Non autorisée

Variantes: Non autorisée

Les soumissionnaires peuvent présenter plusieurs offres: Non autorisée

Date limite de réception des offres: 31/08/2026 11:00:00 (UTC+00:00) Heure de l'Europe occidentale, GMT

Durée de validité des offres: 6 Mois

Informations relatives à l'ouverture publique:

Date d'ouverture: 31/08/2026 11:00:00 (UTC+00:00) Heure de l'Europe occidentale, GMT

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

Conditions du marché:

Le contrat doit être exécuté dans le cadre de programmes d'emplois protégés: Non

Conditions relatives à l'exécution du contrat: 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.

Un accord de confidentialité est requis: non

Facturation électronique: Requise

La commande en ligne sera utilisée: non

Le paiement électronique sera utilisé: oui

Arrangement financier: 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

Accord-cadre:

Accord-cadre, sans remise en concurrence

Nombre maximal de candidats: 1

Autres acheteurs: The agreement will be concluded by DALO. However, all divisions of the Danish Ministry of Defence, including all units of the Danish Defence subject to the command of the Chief of Defence, is entitled to use the agreement for procurement on the terms and conditions of the agreement. In addition, the Danish Emergency Management Agency is entitled to use the agreement, see also the tender documents.

Informations sur le système d'acquisition dynamique:

Pas de système d'acquisition dynamique

5.1.16. Informations complémentaires, médiation et recours

Organisation chargée des procédures de recours: Klagenævnet for Udbud

Description des délais d'introduction des procédures de recours: 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 qui fournit des informations complémentaires sur la procédure de passation de marché: Danish Ministry of Defence Acquisition and Logistics Organisation

Organisation qui fournit un accès hors ligne aux documents de marché: Danish Ministry of Defence Acquisition and Logistics Organisation

Organisation qui fournit des précisions concernant l'introduction des recours: Konkurrence- og Forbrugerstyrelsen

Organisation qui reçoit les demandes de participation/candidatures: Danish Ministry of Defence Acquisition and Logistics Organisation

Organisation qui traite les offres: Danish Ministry of Defence Acquisition and Logistics Organisation

8. Organisations

8.1. ORG-0001

Nom officiel: Danish Ministry of Defence Acquisition and Logistics Organisation

Numéro d'enregistrement: 16-28-71-80

Adresse postale: Lautrupbjerg 1-5

Ville: Ballerup

Code postal: 2750

Subdivision pays (NUTS): Københavns omegn (DK012)

Pays: Danemark

Point de contact: Sinem Gamze Tecer

Adresse électronique: 00503749@mil.dk

Téléphone: 40161336

Adresse internet: <https://www.fmi.dk>

Rôles de cette organisation:

Acheteur

Organisation qui fournit des informations complémentaires sur la procédure de passation de marché

Organisation qui fournit un accès hors ligne aux documents de marché

Organisation qui reçoit les demandes de participation/candidatures

Organisation qui traite les offres

8.1. ORG-0002

Nom officiel: Klagenævnet for Udbud

Numéro d'enregistrement: 37795526

Adresse postale: Toldboden 2

Ville: Viborg

Code postal: 8800

Subdivision pays (NUTS): Vestjylland (DK041)

Pays: Danemark

Point de contact: Klagenævnet for Udbud

Adresse électronique: kfu@naevneneshus.dk

Téléphone: +45 72405600

Adresse internet: <https://naevneneshus.dk/start-din-klage/klagenaevnet-for-udbud/>

Adresse URL pour l'échange d'informations: <https://naevneneshus.dk/start-din-klage/klagenaevnet-for-udbud/>

Rôles de cette organisation:

Organisation chargée des procédures de recours

8.1. ORG-0003

Nom officiel: Konkurrence- og Forbrugerstyrelsen

Numéro d'enregistrement: 10294819

Adresse postale: Carl Jacobsens Vej 35

Ville: Valby

Code postal: 2500

Subdivision pays (NUTS): Byen København (DK011)

Pays: Danemark

Point de contact: Konkurrence- og Forbrugerstyrelsen

Adresse électronique: kfst@kfst.dk

Téléphone: +45 41715000

Adresse internet: <https://www.kfst.dk>

Adresse URL pour l'échange d'informations: <https://www.kfst.dk>

Rôles de cette organisation:

Organisation qui fournit des précisions concernant l'introduction des recours

8.1. ORG-0004

Nom officiel: Merzell Holding ASA

Numéro d'enregistrement: 980921565

Adresse postale: Askekroken 11

Ville: Oslo

Code postal: 0277

Subdivision pays (NUTS): Oslo (NO081)

Pays: Norvège

Point de contact: eSender

Adresse électronique: publication@merzell.com

Téléphone: +47 21018800

Télécopieur: +47 21018801

Adresse internet: <http://merzell.com/>

Rôles de cette organisation:

TED eSender

Informations relatives à l'avis

Identifiant/version de l'avis: c049a0d4-61fa-402f-b8fc-5237c2dc11ad - 01

Type de formulaire: Mise en concurrence

Type d'avis: Avis de marché ou de concession – régime ordinaire

Sous-type d'avis: 16

Date d'envoi de l'avis: 22/05/2026 07:19:01 (UTC+00:00) Heure de l'Europe occidentale, GMT

Date et heure de transmission de l'avis (eSender): 22/05/2026 11:27:16 (UTC+00:00) Heure de l'Europe occidentale, GMT

Langues dans lesquelles l'avis en question est officiellement disponible: anglais

Numéro de publication de l'avis: 355402-2026

Numéro de publication au JO S: 99/2026

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