

634011-2026 - Mise en concurrence

Danemark – Services de surveillance de l'écoulement accidentel d'hydrocarbures – Airborne Maritime Pollution Surveillance

OJ S 178/2026 15/09/2026

Avis de marché ou de concession – régime ordinaire - Avis de changement Services

1. Acheteur

1.1. Acheteur

Nom officiel: Danish Ministry of Defence Acquisition and Logistics Organisation

Adresse électronique: 00466253@mil.dk

Forme juridique de l'acheteur: Autorité publique centrale

Activité du pouvoir adjudicateur: Défense

2. Procédure

2.1. Procédure

Titre: Airborne Maritime Pollution Surveillance

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

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

Identifiant de la procédure: 06fd6e1d-cd8f-4810-895e-3a00b6f2a921

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

2.1.1. Objet

Nature principale du marché: Services

Nomenclature principale (cpv): 90741100 Services de surveillance de l'écoulement accidentel d'hydrocarbures

Nomenclature complémentaire (cpv): 60424100 Location d'aéronefs avec équipage

2.1.2. Lieu d'exécution

Ville: Karup

Subdivision pays (NUTS): Vestjylland (DK041)

Pays: Danemark

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

2.1.2. Lieu d'exécution

Pays: Danemark

N'importe où dans le pays donné

2.1.3. Valeur

Valeur estimée hors TVA: 500 000 000,00 DKK

2.1.4. Informations générales

Informations complémentaires: It is stressed that the voluntary grounds for exclusion in section 137 of the Danish Public Procurement Act do not apply for this procurement, irrespective of whether the text in 'Participation' (which is system-generated) may suggest this. No particular legal form is required. If the agreement is awarded to a group of suppliers (e.g. a consortium), the participants shall undertake joint and several liability and appoint one supplier to represent the group. The agreement is not divided into lots since a division of the agreement will undermine the economies of scale obtainable by one agreement. It is DALO's assessment that the conclusion of the agreement may be subject to a permit requirement according to the Investment Screening Act (Act No. 842 of 10 May 2021, as amended). For further information in that regard, see the Instructions to Tenderers. It is pointed out that this procedure is subject to Article 5k of Regulation (EU) no. 833/2014, as amended. The provision contains a prohibition against award of contracts to Russian companies and Russian-controlled companies etc. (reference is made to Article 5k, section 1 for the exact delimitation of the operators that are subject to the prohibition). DALO reserves the right at any time during the tender process to require tenderers to prove that they are not subject to the prohibition, for example by requiring documentation regarding the tenderers' and any subcontractors' place of establishment and ownership. As part of the submission of offer, the tenderer must submit a self-declaration on compliance with labour clauses, CSR obligations and international sanctions. In this connection, DALO reserves the right, at any time during the tender process, to let the tenderer rectify a missing or inadequately completed self-declaration. DALO has uploaded a template (available in the electronic tender system) which must be used as declaration. Where groups of entities (e.g. consortiums), including temporary joint ventures, participate jointly in the tender procedure, the self-declaration must be submitted separately for each of the participating entities. DALO reserves the right – but is not obliged – to use the remedies provided for in section 159(5) of the Danish Public Procurement Act if offers do not fulfil the requirements of the tender documents. It should be noted that irrespective of the wording of the requirements of the tender documents to the effect that information, declarations and documentation must be submitted, e.g. concerning a description of the deliverables put up for tender, DALO is not prevented from obtaining additional information, etc., pursuant to section 159(5), cf. section 159(6) of the Danish Public Procurement Act. Prior to decision on award of the agreement, DALO requires that the tenderer to whom DALO intends to award the agreement presents documentation for the information stated in the ESPD, see sections 151-155 of the Danish Public Procurement Act. It is a requirement to indicate the names and professional qualifications of the staff responsible for the execution of the service in the offer. It is a requirement, that the currency of the tenderers offer, shall be either DKK or EURO.

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.

Fausse 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: Airborne Maritime Pollution Surveillance

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

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

5.1.1. Objet

Nature principale du marché: Services

Nomenclature principale (cpv): 90741100 Services de surveillance de l'écoulement accidentel d'hydrocarbures

Nomenclature complémentaire (cpv): 60424100 Location d'aéronefs avec équipage

5.1.2. Lieu d'exécution

Ville: Karup

Subdivision pays (NUTS): Vestjylland (DK041)

Pays: Danemark

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

5.1.2. Lieu d'exécution

Pays: Danemark

N'importe où dans le pays donné

5.1.3. Durée estimée

Durée: 10 Ans

5.1.4. Reconduction

Nombre maximum de reconductions: 2

Autres informations sur le renouvellement: The contract has a duration of 6 years. It may be renewed 2 (two) times by 2 (two) years.

5.1.5. Valeur

Valeur estimée hors TVA: 500 000 000,00 DKK

5.1.6. Informations générales

Il s'agit d'un marché récurrent

Description: Expected in 2034.

Participation réservée:

La participation n'est pas réservée.

Les noms et les qualifications professionnelles du personnel chargé de l'exécution du marché doivent être mentionnés: Exigence dans l'offre

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 relatives aux avis antérieurs:

Identifiant de l'avis antérieur: 726554-2023

Informations complémentaires: It is stressed that the voluntary grounds for exclusion in section 137 of the Danish Public Procurement Act do not apply for this procurement, irrespective of whether the text in 'Participation' (which is system-generated) may suggest this. No particular legal form is required. If the agreement is awarded to a group of suppliers (e.g. a consortium), the participants shall undertake joint and several liability and appoint one supplier to represent the group. The agreement is not divided into lots since a division of the agreement will undermine the economies of scale obtainable by one agreement. It is DALO's assessment that the conclusion of the agreement may be subject to a permit requirement according to the Investment Screening Act (Act No. 842 of 10 May 2021, as amended). For further information in that regard, see the Instructions to Tenderers. It is pointed out that this procedure is subject to Article 5k of Regulation (EU) no. 833/2014, as amended. The provision contains a prohibition against award of contracts to Russian companies and Russian-controlled companies etc. (reference is made to Article 5k, section 1 for the exact delimitation of the operators that are subject to the prohibition). DALO reserves the right at any time during the tender process to require tenderers to prove that they are not subject to the prohibition, for example by requiring documentation regarding the tenderers' and any subcontractors' place of establishment and ownership. As part of the submission of offer, the tenderer must submit a self-declaration on compliance with labour clauses, CSR obligations and international sanctions. In this connection, DALO reserves the right, at any time during the tender process, to let the tenderer rectify a missing or inadequately completed self-declaration. DALO has uploaded a template (available in the electronic tender system) which must be used as declaration. Where groups of entities (e.g. consortiums), including temporary joint ventures, participate jointly in the tender procedure, the self-declaration must be submitted separately for each of the participating entities. DALO reserves the right – but is not obliged – to use the remedies provided for in section 159(5) of the Danish Public Procurement Act if offers do not fulfil the requirements of the tender documents. It should be noted that irrespective of the wording of the requirements of the tender documents to the effect that information, declarations and documentation must be submitted, e.g. concerning a description of the deliverables put up for tender, DALO is not prevented from obtaining additional information, etc., pursuant to section 159(5), cf. section 159(6) of the Danish Public Procurement Act. Prior to decision on award of the agreement, DALO requires that the tenderer to whom DALO intends to award the agreement presents documentation for the information stated in the ESPD, see sections 151-155 of the Danish Public Procurement Act. It is a requirement to indicate the names and professional qualifications of the staff responsible for the execution of the service in the offer. It is a requirement, that the currency of the tenderers offer, shall be either DKK or EURO.

5.1.9. Critères de sélection

Sources des critères de sélection: Document unique de marché européen (DUME)

5.1.10. Critères d'attribution

Critère:

Type: Prix

Nom: Price

Description: See tender material.

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

Nombre critère d'attribution: 60

Critère:

Type: Qualité

Nom: Quality

Description: See tender material.

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

Nombre critère d'attribution: 40

5.1.11. Documents de marché

Langues dans lesquelles les documents de marché sont officiellement disponibles: anglais

Adresse des documents de marché: <https://www.ethics.dk/ethics/eo#/20cebfe8-bdfc-46da-a6b1-d4dc2a508a2a/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#/20cebfe8-bdfc-46da-a6b1-d4dc2a508a2a/homepage>

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

Catalogue électronique: Non autorisée

Variantes: Non autorisée

Les soumissionnaires peuvent présenter plusieurs offres: Non autorisée

Date limite de réception des offres: 28/09/2026 11:00:00 (UTC+00:00) Heure de l'Europe occidentale, GMT

Durée de validité des offres: 8 Mois

Informations relatives à l'ouverture publique:

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. The agreement includes requirements about information security.

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:

Pas d'accord-cadre

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: Kenneth Kalsgaard

Adresse électronique: 00466253@mil.dk

Téléphone: +45 72815880

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: kflu@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

10. Changement

Version de l'avis antérieur à modifier

:
8cee3141-a60a-4999-b9f3-5050400f3efc-01
Principale raison du changement
:
Correction par l'acheteur

10.1. **Changement**

Identifiant de la section: LOT-0000

Description des changements: DALO has made a change in the Contract, section 15.

Paragraph before change: "DALO shall be entitled to renew the Agreement on the same terms for 2 years. Renewal shall not take place more than 2 times. DALO shall give notice to the Supplier of renewal no later than 30 Days prior to the expiry of the Agreement." Paragraph

after change: "DALO shall be entitled to renew the Agreement on the same terms for 2 years.

Renewal shall not take place more than 2 times. DALO shall give notice to the Supplier of renewal no later than 4 months prior to the expiry of the Agreement." Because of this change, DALO has postponed the submission deadline to 28th of September 2026, 13:00.

Les documents de marché ont été modifiés le: 09/09/2026

Informations relatives à l'avis

Identifiant/version de l'avis: 73d6d1da-41fb-4067-b01f-06c8aa206bf8 - 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: 11/09/2026 13:24:45 (UTC+00:00) Heure de l'Europe occidentale, GMT

Date et heure de transmission de l'avis (eSender): 11/09/2026 13:24:45 (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: 634011-2026

Numéro de publication au JO S: 178/2026

Date de publication: 15/09/2026