

355402-2026 - Konkurrensutsättning

Danmark – Kläder, skor, väskor och tillbehör – Headwear for the Danish Defence

OJ S 99/2026 26/05/2026

Meddelande om upphandling eller koncession – standardsystem

Varor

1. Upphandlare

1.1. Upphandlare

Officiellt namn: Danish Ministry of Defence Acquisition and Logistics Organisation

E-postadress: 00503749@mil.dk

Köparens rättsliga status: Statlig myndighet

Den upphandlande myndighetens verksamhet: Försvar

2. Förfarande

2.1. Förfarande

Titel: Headwear for the Danish Defence

Beskrivning: 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.

Förfarandets identifierare: 31725c7a-ca85-469d-8e6e-aac85d9ce870

Intern identifierare: 2024/011554

Typ av förfarande: Öppet

Förfarandet är påskyndat: nej

Förfarandets viktigaste kännetecken: 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 desribed 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. Föremålet för upphandlingen

Kontraktets art: Varor

Huvudklassificering (cpv): 18000000 Kläder, skor, väskor och tillbehör

Ytterligare klassificering (cpv): 18441000 Hattar, 18443000 Huvudbonader och tillbehör

2.1.2. Leveransplats

Del av land (NUTS): Københavns omegn (DK012)

Land: Danmark

2.1.3. Värde

Beräknat värde exklusive moms: 34 000 000,00 DKK

Högsta värde för ramavtalet: 70 000 000,00 DKK

2.1.4. Allmänna upplysningar

Kompletterande information: 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.

Rättslig grund:

Direktiv 2014/24/EU

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

2.1.6. Uteslutningsgrunder

Källor till uteslutningsgrunder: Meddelande

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

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

Penningtvätt eller finansiering av terrorism: See section 135(1), para (5) of the Danish Public Procurement Act.

Deltagande i en kriminell organisation: See section 135(1), para (1) of the Danish Public Procurement Act.

Terroristbrott eller brott med anknytning till terroristverksamhet: See section 135(1), para (4) of the Danish Public Procurement Act.

Barnarbete och andra former av människohandel: See section 135(1), para (6) of the Danish Public Procurement Act.

Allvarligt fel i yrkesutövningen: See section 136, para (4) of the Danish Public Procurement Act.

Har lämnat oriktiga uppgifter, har undanhållit information, kan inte förete de handlingar som krävs eller har tillägnat sig konfidentiell information om förfarandet: See section 136(3) of the Danish Public Procurement Act.

Intressekonflikt på grund av deltagande i upphandlingsförfarandet: See section 136(1) of the Danish Public Procurement Act.

Direkt eller indirekt deltagande i förberedelserna av detta upphandlingsförfarande: See section 136, para (2) of the Danish Public Procurement Act.

Åsidosättande av skyldigheten att betala sociala avgifter: See section 135(3) of the Danish Public Procurement Act.

Åsidosättande av skyldigheten att betala skatter: See section 135(3) of the Danish Public Procurement Act.

5. Del (anbudsområde)

5.1. Del (anbudsområde): LOT-0000

Titel: Headwear for the Danish Defence

Beskrivning: 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.

Intern identifierare: 2024/011554

5.1.1. Föremålet för upphandlingen

Kontraktets art: Varor

Huvudklassificering (cpv): 18000000 Kläder, skor, väskor och tillbehör

Ytterligare klassificering (cpv): 18441000 Hattar, 18443000 Huvudbonader och tillbehör

5.1.2. Leveransplats

Del av land (NUTS): Københavns omegn (DK012)

Land: Danmark

5.1.3. Uppskattad löptid

Varaktighet: 4 År

5.1.5. Värde

Beräknat värde exklusive moms: 34 000 000,00 DKK

Högsta värde för ramavtalet: 70 000 000,00 DKK

5.1.6. Allmänna upplysningar

Reserverad upphandling:

Deltagande är inte reserverat.

Upphandlingsprojekt som inte finansieras med EU-medel

Upphandlingen omfattas av Världshandelsorganisationens avtal om offentlig upphandling, GPA : ja

Upphandlingen är också lämplig för små och medelstora företag: ja

Kompletterande information: 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. Urvalskriterier

Källor till urvalskriterier: Meddelande

Kriterium: Finansiellt förhållande

Beskrivning av urvalskriterium: 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. Tilldelningskriterier

Kriterium:

Typ: Pris

Namn: Price

Beskrivning: DALO will calculate an evaluation-based price.

Kategori av tilldelningskriteriet vikt: Viktning (procentandel, exakt)

Sifferangivelse för tilldelningskriterium: 50

Kriterium:

Typ: Kvalitet

Namn: Quality

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

Kategori av tilldelningskriteriet vikt: Viktning (procentandel, exakt)

Sifferangivelse för tilldelningskriterium: 50

5.1.11. Upphandlingsdokument

Sista dag för att begära kompletterande information: 21/08/2026 11:00:00 (UTC+00:00)

Västeuropeisk tid

Adress till upphandlingsdokumenten: <https://www.ethics.dk/ethics/eo#/51449b3e-46ef-46fb-9bc6-246731a38b40/publicMaterial>

5.1.12. Upphandlingsvillkor

Villkor för inlämning:

Elektronisk inlämning: Krävs

Adress för inlämning: <https://www.ethics.dk/ethics/eo#/51449b3e-46ef-46fb-9bc6-246731a38b40/homepage>

De språk som kan användas i anbudet eller anbudsansökningarna: engelska

Elektronisk katalog: Ej tillåten

Alternativa anbud: Ej tillåten

Anbudsgivare får lämna in fler än ett anbud: Ej tillåten

Tidsfrist för mottagande av anbud: 31/08/2026 11:00:00 (UTC+00:00) Västeuropeisk tid

Varaktighet under vilken anbudet måste förbli giltigt: 6 Månader

Information om offentlig anbudsöppning:

Öppningsdatum: 31/08/2026 11:00:00 (UTC+00:00) Västeuropeisk tid

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

Kontraktsvillkor:

Kontraktet måste genomföras inom ramen för program för skyddad anställning: Nej

Villkor som gäller genomförandet av kontraktet: 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.

Sekretessavtal krävs: nej

Elektronisk fakturering: Krävs

Elektronisk beställning kommer att användas: nej

Elektronisk betalning kommer att användas: ja

Ekonomiska arrangemang: 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. Metoder

Ramavtal:

Ramavtal utan förnyad konkurrensutsättning

Högst antal deltagare: 1

Ytterligare köparkategorier: 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.

Information om det dynamiska inköpssystemet:

Upphandlingen avser inte ett dynamiskt inköpssystem

5.1.16. Kompletterande information, medling och prövning

Prövningsorganisation: Klagenævnet for Udbud

Information om tidsfrist för prövning: 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 som ger kompletterande information om upphandlingsförfarandet: Danish Ministry of Defence Acquisition and Logistics Organisation

Organisation som ger offlineåtkomst till upphandlingsdokumenten: Danish Ministry of Defence Acquisition and Logistics Organisation

Organisation som ger mer information om prövningsförfaranden: Konkurrence- og Forbrugerstyrelsen

Organisation som mottar anbudsansökningar: Danish Ministry of Defence Acquisition and Logistics Organisation

Organisation som behandlar anbud: Danish Ministry of Defence Acquisition and Logistics Organisation

8. Organisationer

8.1. ORG-0001

Officiellt namn: Danish Ministry of Defence Acquisition and Logistics Organisation

Registreringsnummer: 16-28-71-80

Postadress: Lautrupbjerg 1-5

Ort: Ballerup

Postnummer: 2750

Del av land (NUTS): Københavns omegn (DK012)

Land: Danmark

Kontaktpunkt: Sinem Gamze Tecer

E-postadress: 00503749@mil.dk

Tfn: 40161336

Webbadress: <https://www.fmi.dk>

Den här organisationens roller:

Upphandlare

Organisation som ger kompletterande information om upphandlingsförfarandet

Organisation som ger offlineåtkomst till upphandlingsdokumenten

Organisation som mottar anbudsansökningar

Organisation som behandlar anbud

8.1. ORG-0002

Officiellt namn: Klagenævnet for Udbud

Registreringsnummer: 37795526

Postadress: Toldboden 2

Ort: Viborg

Postnummer: 8800

Del av land (NUTS): Vestjylland (DK041)

Land: Danmark

Kontaktpunkt: Klagenævnet for Udbud

E-postadress: kfu@naevneneshus.dk

Tfn: +45 72405600

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

Ändpunkt för meddelandeutväxling (URL): <https://naevneneshus.dk/start-din-klage/klagenaevnet-for-udbud/>

Den här organisationens roller:

Prövningsorganisation

8.1. ORG-0003

Officiellt namn: Konkurrence- og Forbrugerstyrelsen

Registreringsnummer: 10294819

Postadress: Carl Jacobsens Vej 35

Ort: Valby

Postnummer: 2500

Del av land (NUTS): Byen København (DK011)

Land: Danmark

Kontaktpunkt: Konkurrence- og Forbrugerstyrelsen

E-postadress: kfst@kfst.dk

Tfn: +45 41715000

Webbadress: <https://www.kfst.dk>

Ändpunkt för meddelandeutväxling (URL): <https://www.kfst.dk>

Den här organisationens roller:

Organisation som ger mer information om prövningsförfaranden

8.1. ORG-0004

Officiellt namn: Merzell Holding ASA

Registreringsnummer: 980921565

Postadress: Askekroken 11

Ort: Oslo

Postnummer: 0277

Del av land (NUTS): Oslo (NO081)

Land: Norge

Kontaktpunkt: eSender

E-postadress: publication@merzell.com

Tfn: +47 21018800

Fax: +47 21018801

Webbadress: <http://merzell.com/>

Den här organisationens roller:

TED eSender

Information om meddelandet

Identifierare/version för meddelandet: c049a0d4-61fa-402f-b8fc-5237c2dc11ad - 01

Formulärtyp: Konkurrensutsättning

Meddelandetyp: Meddelande om upphandling eller koncession – standardsystem

Meddelandets undertyp: 16

Avsändningsdatum för meddelandet: 22/05/2026 07:19:01 (UTC+00:00) Västeuropeisk tid

Datum för avsändning av meddelandet (eSender): 22/05/2026 11:27:16 (UTC+00:00)

Västeuropeisk tid

Språk som det här meddelandet finns officiellt tillgängligt på: engelska

Meddelandets publiceringsnummer: 355402-2026

EUT S-nummer: 99/2026

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