Acquisition of artillery systems and supporting logistics.

**Info**

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**Indkøber**

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<tr>
<th>Firma</th>
<th>Danish Defence Acquisition and Logistics Organization (DALO)</th>
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<tbody>
<tr>
<td>Adresse</td>
<td>Lautrupbjerg 1-5</td>
</tr>
<tr>
<td>Postnr/By</td>
<td>2750 Ballerup</td>
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<tr>
<td>Danmark</td>
<td></td>
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<tr>
<td>Telefon</td>
<td>+45 72 57 59 99</td>
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<tr>
<td>E-mail</td>
<td><a href="mailto:fmt-la-pkach@mil.dk">fmt-la-pkach@mil.dk</a></td>
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**Versions ændringer**

Genudsendes med tilføjede NUTS og CPV koder af Mercell Danmark A/S

**Beskrivelse**
The Contract encompasses 2 main contractual agreements — the Acquisition Contract and the Sustainment Contract (Annex Z to the Acquisition Contract). These two agreements are to be seen together as a whole that regulates the contractual relations between the Supplier and DALO.

The Acquisition Contract concerns primarily the delivery of artillery systems and initial logistics, such as documentation, training, support, initial spare parts, etc.

The Sustainment Contract covers the products and services that DALO needs in order to properly operate the artillery systems.

The contents of the Contracts can be elaborated as follows:

The Acquisition Contract:

The Acquisition Contract regards the delivery of 15 artillery systems. DALO has the option to order up to 6 additional artillery systems. The exact mechanism for DALO’s use of options will be described in detail in the Acquisition Contract.

The artillery system must be self-propelled. Please note that an artillery system is not considered to be self-propelled by DALO if the artillery system consists only of a smaller transport system for the use of moving the artillery system on to/off a main transport vehicle.

The artillery system shall be able to fire non-assisted high explosives (HE) munitions at a minimum range of 40 kilometres and shall be able to operate all of the following types of 155 millimetre high explosive (HE) and smoke munitions: M107, NM28, LU211, M825, M116, DM45A1, when operating with the following bagged propellants: M4A1, M4A2 and M119A2.

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The artillery system must be transportable by sea, cf. STANAG 4062 (or equivalent), by air, cf. STANAG 3400AT, Ed. 4 (or equivalent), by ground (road and railroad), cf. STANAG 2173 and STANAG 4062 (or equivalent).

The artillery system must furthermore be fully operable in the following climate zones: intermediate (A3), mild cold (C0) and intermediate cold (C1).

The weight potential of the artillery system should be over 3 000 kg.

A crew of maximum 5 persons shall be able to operate the artillery system (also under full CBRN protection). The artillery system shall also have the capacity necessary to carry the crew's personal equipment and small arms and shall have an air conditioning system capable of heating and cooling installed.

The artillery system shall 1) warn the personnel if there is a risk of auto ignition in the barrel and/or chamber, and 2) be designed so that the crew can perform an emergency stop of operation of the primary weapon system, and 3) be designed so that the crew carrying personal equipment is able to evacuate the artillery system in the situation where the main entrance is blocked, and 4) safeguard against unintended firing in case of primary weapon system malfunction.

The artillery system's electrical installation shall secure that the necessary starting power is always available.

With regards to the integration of the systems on the weapon platform systems including the fire control system with the Army Tactical Combat Network (ATCN) the following shall apply 1) It shall be possible to have a TCP/IP network connection between the weapon platform systems including the fire control system and ATCN on the weapon platform, 2) WebServices shall be available for the exchange of information between the primary weapon and the ATCN, 3) the Supplier shall deliver an interface description (IDD) for the offered WebServices, and 4) exchange of information between weapon platform systems including the fire control system and ATCN shall use one of the following data formats: APP-11(C) or MIL-STD-6017A (VMF).

The artillery system should — with the engine turned off — be able to power the information and communication facilities for as long as possible, without the use of an auxiliary engine or external power supply.

The artillery system shall be designed so that it is possible to 1) mount IR lighting covering the driver's entire field of view, and 2) operate the artillery system under full CBRN protection, and 3) switch off all sound and lighting signals used for manoeuvring when driving the artillery system.

The artillery system's electrical installation shall 1) secure that the necessary starting power is always available, and 2) be equipped with a main switch, and 3) be secured against electronic interference between the artillery system's respective electronic systems in accordance with MIL-STD 461F and MIL-STD-1275D (or equivalent).
The navigation system of the artillery system shall 1) be able to determine the position of the artillery system with a margin of error (CEP) less than 10 metres, and 2) shall be able to determine shot deflection with a margin of error less than 1 mils.

It shall be possible to adjust the primary weapon system of the artillery system with a total margin of error less than 2 mils in both azimuth and elevation.

The fire control system of the artillery system shall include software for calculation of fire mission that 1) complies with NATO standards for exterior ballistic trajectory simulation methodology, cf. STANAG 4355 (ed. 3) (or equivalent), and 2) is able to calculate TECHNICAL DATA based on autonomous insertion of fire mission data, and 3) incorporates the use of METCM, cf. STANAG 4082 ed. 2 (or equivalent).

The fire control system of the artillery system shall include non-editable log functionality containing as a minimum calculated fire mission data and muzzle velocity data.

The artillery systems shall as a minimum be 1) factory acceptance tested prior to delivery, and 2) site acceptance tested after delivery. The exact requirements for testing and acceptance test procedures will be described in detail in the Acquisition Contract.

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The Suppliere shall have full system responsibility. This means that the Supplier maintains full responsibility for the fulfillment of the general fit for purpose obligation notwithstanding any changes, upgrades or modifications to the artillery systems made by DALO or third parties of any kind. This is conditioned, however, on such changes, modifications etc. being made in accordance with the Supplier's instructions. The exact terms and conditions for the Supplier's system responsibility will be described in detail in the Acquisition Contract.

The Sustainment Contract:

The Sustainment Contract encompasses core services and non-core services as well as the possibility for DALO to purchase supplies (spare parts, special tools etc.) for a period of 10 years. Core services shall be provided automatically as long as the contract is in force, while non-core services and supplies will be contracted by DALO on a case by case basis.

The services to be provided include:

(1) Meeting and Project Management: The Supplier shall have full responsibility for the overall meeting plan, participate in and report minutes of meetings.

(2) Configuration Management: The Supplier shall ensure optimal logistic support and unimpeded operational readiness through supervision and control of the configuration of the delivered documentation, manuals, components, and artillery systems.

(3) Damage Assessment: The Supplier shall on request perform Damage Assessment investigation on artillery systems.

(4) Training Services: The Supplier shall be able to support DALO with training plans, educational material, instructors and training equipment.

(5) System Integration Service: If the need for introduction of new GFE arises, the Supplier shall on request assist DALO by describing all the requirements that the GFE in question must comply with in order for both the GFE and the artillery systems to function as intended after the GFE has been installed in the artillery system.

(6) Information Management: The Supplier shall in collaboration with DALO set up a web portal for information management of the entire artillery system.

(7) Maintenance and monitoring services: The Supplier is obligated to support DALO with maintenance support when required.

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(9) Help Desk: The Supplier shall by use of a Help Desk offer technical consultancy by telephone, email and a web portal when required.
Section I: Contracting authority/entity
I.1) Name, addresses and contact point(s)
Danish Defence Acquisition and Logistics Organization (DALO)
Lautrupbjerg 1-5
For the attention of: Bent Christensen Bech
2750 Ballerup
Denmark
Telephone: +45 72575999
E-mail: fmt-la-pkach@mil.dk
Internet address(es)
General address of the contracting authority/entity: http://www.forsvaret.dk/fmi
Further information can be obtained from
The above mentioned contact point(s)
Specifications and additional documents can be obtained from
The above mentioned contact point(s)
Tenders or requests to participate must be sent to
The above mentioned contact point(s)
I.2) Type of the contracting authority
Ministry or any other national or federal authority, including their regional or local sub-divisions
I.3) Main activity:
Defence
I.4) Contract award on behalf of other contracting authorities/entities
The contracting authority/entity is purchasing on behalf of other contracting authorities/entities: no
Section II: Object of the contract
II.1) Description
II.1.1) Title attributed to the contract by the contracting authority/entity
Acquisition of artillery systems and supporting logistics.
II.1.2) Type of contract and location of works, place of delivery or of performance
Supplies
Purchase
NUTS code DK
II.1.5) Short description of the contract or purchase(s)
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II.1.6) Common procurement vocabulary (CPV)

35322200, 50620000, 50610000, 35340000, 80600000, 80620000, 79131000, 72224000, 73410000
II.1.9) Information about variants:
Variants will be accepted: no

II.2) Quantity or scope of the contract

II.2.1) Total quantity or scope
Delivery of 15 artillery systems with an option to purchase up to 6 additional systems (up to a total number of 21 artillery systems to be delivered). Furthermore the contract encompasses the sustainment of the artillery system for a period of 10 years enabling DALO to purchase additional spare parts, services, training etc.

Estimated value excluding VAT:
66 000 000 133 000 000 EUR

II.2.2) Information about options

II.2.2) Information about options:
Options: yes: Description of these options
Purchase of up to 6 additional artillery systems (up to a total number of 21 artillery systems to be delivered).

II.2.3) Information about renewals:
This contract is subject to renewal: no

II.3) Duration of the contract or time limit for completion

Duration in months: from the award of the contract: 120

Section III: Legal, economic, financial and technical information

III.1) Conditions relating to the contract

III.1.1) Deposits and guarantees required
If prepayments are made, an on-demand guarantee from a recognized financial institution must be presented. The financial institution has to be approved by DALO.

III.1.2) Main financing conditions and payment arrangements and/or reference to the relevant provisions governing them
Reference is made to the tender documents with regard to the payment terms. Invoicing must be done in accordance with the applicable Danish legislation on public payments. At present, this is Danish consolidation act. no. 798 of June 2007 which requires invoicing to be done electronically. Exact terms will be stated in the contract.

III.1.3) Legal form to be taken by the group of economic operators to whom the contract is to be awarded
No particular legal form is required. If the contract is awarded to a group of suppliers (e.g. a consortium) the participants are required to undertake joint and several liabilities and to appoint one supplier to represent the group.

III.1.4) Other particular conditions to which the performance of the contract is subject, in particular with regard to security of supply and security of information
Candidates are specifically made aware that it may be a condition precedent for signing the contract that the tenderer has entered into an Industrial Cooperation Contract with the Danish Business Authority (Erhvervsstyrelsen). Candidates should also note that the Danish legislation on industrial cooperation has been amended and that — as of 1.7.2014 — new rules on industrial cooperation have entered into force. Pursuant to the new rules, industrial cooperation may be required, in so far as a concrete assessment shows that such cooperation is necessary in order to safe-guard essential Danish security interests. Such an assessment is currently being made in relation to this contract. Prequalified tenderers will be informed of the outcome. The new rules are available at: http://danishbusinessauthority.dk/file/490061/guidelines-for-industrial-cooperation-in-denmark.pdf

Further, candidates should note that the contract will include a labour clause requiring the supplier to ensure that the wages, including allowances, hours of work and other conditions of labour of his and any subcontractors' employees are no less favourable than those applicable to work of an equal nature within the trade or industry in the district where the work is
performed pursuant to any collective agreement, arbitration award or national legislation or administrative regulations. The supplier will contractually be required to demonstrate that the work provision is complied with. Failure to comply can result in sanctions in the form of retention requirements, penalties and possible termination of the contract upon default of the labour clause.

III.2) Conditions for participation

III.2.2) Economic and financial standing

Criteria regarding the economic and financial standing of economic operators (that may lead to their exclusion): Information and formalities necessary for evaluating if the requirements are met

Information and formalities necessary for evaluating if the requirements are met:

The three latest annual rapports or a declaration stating the annual turnover for the last three financial years available, insofar information on such turnovers is available.

Reference is made to section VI.3 with regard to the candidate's possibility of relying on the capacity of other entities.

Criteria regarding the economic and financial standing of economic operators (that may lead to their exclusion): Minimum level(s) of standards possibly required

Candidates shall have had an annual turnover of at least DKK 1 200 000 000 in each of the preceding three financial years (if the turnover is not stated in said currency, the contracting authority will calculate the turnover based on the official exchange rate on the date this notice was published).

III.2.3) Technical and/or professional capacity

Criteria regarding the technical and/or professional ability of economic operators (that may lead to their exclusion): Information and formalities necessary for evaluating if the requirements are met

A list of the most important similar deliveries and services carried out over the past five years regarding delivery of artillery systems, spare parts and related sustainment services as described in section II.1.5). The list should include:

1) A description of each delivery, including whether the delivery concerned artillery systems, spare parts, and/or sustainment services. If the delivery concerned sustainment services, a brief description of what the delivery comprised should be included.

2) Information on when it was carried out.

2) The size and value of the deliveries.

3) The recipients involved (specific names/countries are preferred, but need not necessarily be included).

Reference is made to section VI.3 with regard to the candidate's possibility of relying on the capacity of other entities.

Criteria regarding the technical and/or professional ability of economic operators (that may lead to their exclusion): Minimum level(s) of standards possibly required

The candidates shall demonstrate that they during the past 5 years have had experience with:

(1) delivery of artillery systems, and

(2) delivery of spare parts and sustainment services as part of a sustainment arrangement concerning artillery systems.

Section IV: Procedure
IV.1) Type of procedure

IV.1.1) Type of procedure

Negotiated

IV.1.2) Limitations on the number of operators who will be invited to tender or to participate

Envisaged minimum number: 3

maximum number: 5
Objective criteria for choosing the limited number of candidates

The limitation of candidates will be based on the following criteria listed in order of priority:

(a) the relevance of the candidate's previous deliveries of artillery systems and spare parts and sustainment services as described in section II.1.5), in terms of the nature and quantity / value of the previous deliveries, and

(b) the economic and financial standing of the candidate, in terms of annual turnover. Please note that any ambiguities and/or incomprehensibilities in the information submitted under III.2.3) may be regarded negatively in the evaluation when selecting the limited numbers of candidates.

IV.1.3) Reduction of the number of operators during the negotiation or dialogue:

Recourse to staged procedure to gradually reduce the number of solutions to be discussed or tenders to be negotiated: yes

IV.2) Award criteria

IV.2.1) Award criteria

The most economically advantageous tender in terms of

the criteria stated in the specifications, in the invitation to tender or to negotiate or in the descriptive document

IV.2.2) Information about electronic auction

An electronic auction will be used: no

IV.3) Administrative information

IV.3.2) Previous publication(s) concerning the same contract

Other previous publications

Notice number in the OJEU: 2013/S 088-149557 of 07.05.2013

IV.3.4) Time limit for receipt of requests to participate

09.02.2016 - 12:00

IV.3.6) Language(s) in which tenders or requests to participate may be drawn up

EN

Section VI: Complementary information

VI.1) Information about recurrence:

This is a recurrent procurement: no

VI.2) Information about European Union funds:

The contract is related to a project and/or programme financed by European Union funds: no

VI.3) Additional information

This tender is conducted according to the negotiated procedure, cf. directive 2009/81/EC, article 26. The tenderers who will be invited to submit tenders will receive further practical information regarding the negotiated procedure in the instructions to Tenderers.

DALO will carry out a verification test after evaluating the tenderer's best and final offers (BAFO) in order to verify the content of the tenderer's bid regarding the requirements set out by DALO. Further information regarding verification tests will be stated in the tender material.

DALO have prepared a prequalification questionnaire which candidates are strongly encouraged to use when submitting their applications. The questionnaire contains questions, forms and templates for providing information etc. in accordance with the requirements in this Contract Notice. However, it is emphasized that it is the sole responsibility of the candidate that the information provided fulfills the requirements. The questionnaire is available upon request from the contact point stated in I.1 above.
According to the EU public procurement directives, a candidate may rely on the economic, financial and/or technical capacity of other entities, regardless of the legal nature of the links with the entities. If a candidate wants to rely on other entities and wishes that the capacity of other entities is taken into account when DALO assesses the suitability of the candidate, the candidate must prove that the other entities will and shall put the relevant resources at the disposal of the candidate. A template for a declaration from the supporting entity to this effect is included in the prequalification questionnaire referred to above.

When submitting the offers (but not the application for prequalification), the tenderers must submit a solemn declaration stating to which degree the tenderer has fulfilled its obligations relating to the payment of direct and indirect taxes and social security contributions in accordance with the legal provisions of the country in which the candidate is established and in Denmark in accordance with consolidation act no. 336 of 13 May 1997 regarding public payments. A template for the declaration will be provided with the tender documents.

DALO would like to note that the Danish Ministry of Defence is currently assessing the possibility of purchasing artillery systems in cooperation with the Norwegian Ministry of Defence.

VI.4) Procedures for appeal

VI.4.1) Body responsible for appeal procedures

Klagenævnet for Udbud (The Complaints Board for Public Procurement)
Dahlerups Pakhus Langelinie Allé 17
2100 København Ø
Denmark
Telephone: +45 35291000
E-mail: kifu@erst.dk
Internet address: http://www.kifu.dk

VI.4.2) Lodging of appeals

Precise information on deadline(s) for lodging appeals

Pursuant to Danish act no. 492 of 12.5.2010 with subsequent amendments on enforcement of the public procurement rules, complaints regarding a candidate not being pre-qualified must be filed with The Complaints Board for Public Procurement within 20 calendar days starting the day after the contracting authority has sent notification to the candidates involved, provided that the notification includes a short account of the relevant reasons for the decision.

Other complaints must be filed with The Complaints Board for Public Procurement within 45 calendar days after the contracting authority has published a contract award notice in the Official Journal of the European Union (with effect from the day following the publication date).

However, if the tender concerns a framework agreement complaints must be filed with The Complaints Board for Public Procurement within 6 months after the Contracting Authority has sent notification to the candidates/tenderers involved that the Contracting Authority has entered into the framework agreement, provided that the notification included a short account of the relevant reasons for the decision.

The complainant must inform the contracting authority of the complaint in writing at the latest simultaneously with the lodge of the complaint to The Complaints Board for Public Procurement. The complainant shall state whether the complaint has been lodged in the stand-still period. If the appeal has not been lodged in the stand-still period, the appellant must also state whether it is requested that the appeal is granted delaying effect.

VI.4.3) Service from which information about the lodging of appeals may be obtained

Konkurrence- og Forbrugerstyrelsen (Danish Competition And Consumer Authority)
Carl Jacobsens Vej 35
2500 Valby
Denmark
CPV koder

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</tr>
<tr>
<td>80600000</td>
<td>Uddannelsesstjenester i forbindelse med forsvars- og sikkerhedsmateriale.</td>
</tr>
<tr>
<td>80620000</td>
<td>Uddannelse og simulering - skydevåben og ammunition.</td>
</tr>
</tbody>
</table>

Date of dispatch of this notice

10.12.2015