

## **Instructions to Tenderers**

Signal Processing Controller (SPC) for the Royal Danish Navy (RDN) Multi-Link System (MLS)  
Programme

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## 1. CONTRACTING AUTHORITY

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## 2. INTRODUCTION TO THE TENDER PROCEDURE

The tender procedure is conducted as a negotiated procedure with publication of a contract notice according to directive 2009/81/EC (the EU defence and security procurement directive).

This tender procedure concerns the award of a Framework Agreement (*hereafter Contract*), Appendices and Special Appendices hereto (*hereafter Appendices*) concerning Signal Processing Controllers (SPCs) for the Royal Danish Navy (RDN) Multi-Link System (MLS) Programme.

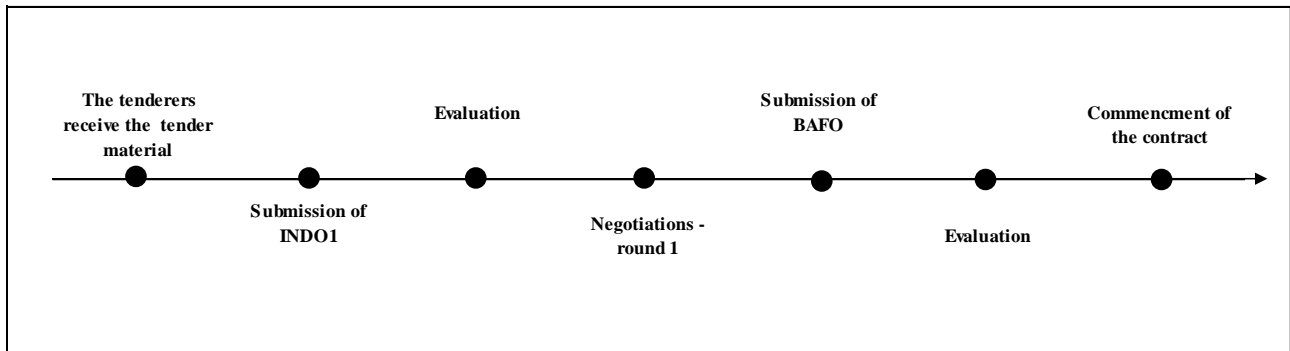
These Instructions to Tenderers describe the formal rules of the tender procedure regarding the submission of the INDO (First Indicative Offer and additional Indicative Offers, e.g. INDO2, INDO3 etc.), BAFO(s) (Best and Final Offer and extra Best and Final Offer), negotiations, communication between DALO and the tenderers as well as information in general. Furthermore, they serve as an introductory guide to tenderers with respect to the reading and understanding of the tender documents.

If, contrary to expectations, there are inconsistencies between these Instructions to Tenderers and the rest of the tender documents, including the instructive clauses of the individual Appendices to the Contract, the rest of the tender documents take precedence.

The tender procedure consists of the following stages:

1. Completing the INDO: The tender procedure is sequential and starts with the submission of the first Indicative Offer (INDO). The tenderer prepares his INDO based on the tender documents and submits the INDO within the deadline for submission in clause 5.1. In this period the tenderer has the opportunity to obtain additional information by submitting questions in writing, cf. clause 4.1.
2. Evaluating the INDO: DALO will open and review the INDO according to the procedure described in clause 9. DALO will then proceed to evaluate the INDO in accordance with the award criterion and the evaluation method in clause 10.
3. Negotiations: Based on the INDO, DALO will conduct negotiations with the tenderers in accordance with the guidelines set out below, cf. clause 6. During the negotiations, DALO might ask the tenderers to submit additional Indicative Offers (INDO2, INDO3 and so on).
4. Submissions of the BAFO: After the conclusion of the negotiations, the tenderers will submit their BAFO, cf. clause 7.2.
5. Evaluating the BAFO: DALO will open and review the BAFO according to the procedure described in clause 9. DALO will then proceed to evaluate the BAFO in accordance with the award criteria and the evaluation method in clause 10.
6. Award of the Contract – DALO makes the decision concerning the award of the Contract and informs the tenderers hereof.

The tender procedure may be illustrated as follows:



Please note, however, that certain aspects of the procedure, such as the number of INDOs or BAFOs, remain subject to change (as further described in the following clauses).

### 3. THE INDIVIDUAL ELEMENTS OF THE TENDER DOCUMENTS

The complete tender documents consist of:

- Contract Notice
- These Instructions to Tenderers

Enclosures to Instructions to Tenderers consist of:

- Enclosure 1: Cover Letter (template), which the tenderer is encouraged to use when submitting the offer
- Enclosure 2: Declaration regarding non-exclusion and debt to public authorities (template)
- Enclosure 3: Self-declaration on compliance with labour clause, CSR requirements and international sanctions
- Enclosure 4: Tenderer's identification of risk factors, cost drivers etc.
- Draft Contract, which contains the legal provisions that regulate the relations between the contracting parties during the term of the Contract.
- Draft Appendices A - H.1 and Special Appendices 1 - 4 to the Contract, which contains the detailed requirements of supply of the Signal Processing Controllers (SPCs) and which will form part of the Contract when the tender procedure is concluded.

The tender documents may be revised during the tender procedure cf. clause 7.1

The tender documents are available via ETHICS. The permalink is stated in the Contract Notice.

### 4. PRACTICAL INFORMATION

#### 4.1 Questions in writing

Tenderers will have the opportunity to obtain additional information regarding the tender documents and the subject matter of the tender by submitting questions in writing.

Questions must be drawn up in English and submitted in writing using the tab "Communication" on ETHICS' web portal. Answers will be posted on ETHICS' website.

Information regarding written questions and the answers to these questions will be uploaded to ETHICS' website. The name of the tenderer having submitted the question will be anonymised.

Questions received no later than February 27<sup>th</sup>, 2024, will be answered by DALO no later than 6 days before the deadline for submission of the INDO.

Questions received later than the date set out above will also be answered unless the nature of the question makes it disproportionately onerous for DALO to answer 6 days before the deadline for submission of the INDO.

Answers to questions received later than 6 days before the deadline of the INDO cannot be expected.

DALO encourage the tenderers to forward their questions as they appear and not to collect all questions and placing them close to deadline. This will allow DALO to process the answers more efficient and deliver them faster.

Consequently, questions and answers will form part of the tender documents which the tenderer accepts in its entirety when submitting the INDO.

4.2 ~~Clarification meeting~~  
N/A

4.3 ~~Declaration concerning notification of processing of personal data~~  
N/A

## **5. THE TENDERER'S FIRST INDICATIVE OFFER (INDO)**

### **5.1 Deadline for submission of the INDO**

The INDO must be submitted electronically through ETHICS' web portal no later than:

Friday, March 8<sup>th</sup>, 2024 at 13:00 CET.

INDOs received after the announced deadline will not be considered.

The permalink to ETHICS' web portal for the submission of the INDO will be sent to the tenderers through ETHICS after the receipt of the Invitation to Tender. The INDO cannot be submitted by any other means than ETHICS' web portal as described above.

The offer is submitted when uploaded and concluded to ETHICS' web portal in accordance with the instructions given by ETHICS. After the offer is uploaded and/or concluded, it is possible for the tenderer to change the content of the offer until the deadline for submission of the offer.

DALO will not have access to the submitted INDO until after the expiry of the deadline for submission of the INDO.

If the INDO contains more versions of the same document, the latest version will prevail. The time indicator within ETHICS will determine which version is applicable.

The tenderer must keep his INDO open for a period of 12 months after the deadline. The tenderer may only submit one INDO per invitation to submit an INDO.

### **5.2 Description of the INDO**

The INDO consists of the following documents:

- A. Cover letter (template), Enclosure 1.
- B. Completed Appendices
- C. Completed declaration regarding non-exclusion and debt to public authorities, Enclosure 2.

- D. Completed self-declaration on compliance with labour clause, CSR requirements and international sanctions, Enclosure 3.
- E. Tenderer's identification of risk factors and cost drivers, Enclosure 4.

#### **Re. A) Cover Letter**

The tenderer is asked to use the Cover Letter (template), cf. Enclosure 1, when submitting the INDO.

#### **Re. B) Completed Appendices**

The tenderer must complete the following Appendices:

- Appendix C:
- Appendix C.1:

Before completing the Appendices, the tenderer should carefully read the instructive paragraphs of each draft Appendix to the Contract and draw up the Appendix with due respect for the preconditions stated herein.

The tenderer should use language suited for legal obligations. Repeated use of phrases such as "we have often successfully made", "one might also imagine" or "this might be solved through" is not acceptable and will - within the framework of the criteria set out in clause 10 - be regarded negatively when evaluating the INDO.

It is emphasised that the tenderer should respect the format and composition of the tender documents when completing the parts of the tender documents that are presumed to be composed or completed by the tenderer. The tenderer should not change e.g. the composition of the Appendices and should ensure that all required information is given in the designated form.

Tenderers are expressly made aware that DALO reserves the right to regard the first indicative offer (INDO1) or any subsequent indicative offers (INDO2, INDO3, etc.) as a best and final offer (BAFO) and to close the tender procedure and award the Framework Agreement on the basis of an indicative offer.

The INDO should correlate in full to all the tender documents and be responsive to and in compliance with all Requirements, cf. clause 8.1. Thus, it should in principle be possible to conclude the Contract with a tenderer based on the INDO.

The offer shall be in the language(s) stated in the Contract Notice.

As stated in the Contract Notice the tenderer is not allowed to submit alternative offers.

#### **Re C) Declaration regarding non-exclusion and debt to public authorities**

At the time of submission of the tender (but not at the time of submission of the request for pre-qualification) the tenderer must enclose a declaration stating that the tenderer (1) is not subject to any of the reasons for exclusion stated in art. 39(1) of the Defence and Security Directive (2009/81/EC) and section 134 a of the Public Procurement Act (act no. 1564 of 15 December 2015) and (2) that the tenderer is not subject to any of the reasons for exclusion stated in art. 39(2), paras f and g, of the Defence and Security Directive in relation to overdue debt relating to the payment of taxes, duties or social contributions under Danish law or under the law of the country where the tenderer is established. The tenderer has received a template with the tender documents that may be used for this declaration, cf. Enclosure 2. The declaration should be filled out and signed when submitted.

If the INDO is submitted by a consortium each participant of that consortium should submit the declaration mentioned above.

#### **Re. D) Completed self-declaration on compliance with labour clause, CSR requirements and international sanctions**

Upon submission of an offer the tenderer shall submit a self-declaration, cf. III.2.2 and VI.3) in which the tenderer is made aware of and agrees to comply with DALO labour clause, CSR requirements and international sanctions, which the Danish state has ratified. DALO has uploaded a template (can be accessed via the Ethics-

web portal), which shall be used as a declaration, cf. Enclosure 3. The declaration should be signed when submitted. When associations of several entities (i.e. Consortiums), including temporary joint ventures, participate as one tenderer, the self-declaration must be filled out separately for each of the participating entities.

#### **Re E) Tenderer's identification of risk factors, cost drivers etc.**

If the tenderer identifies requirements or contract provisions in the enclosed Contract, and/or the other Appendices and Special Appendices etc., which the tenderer deems unacceptable or considers significant risk factors or cost drivers, the tenderer should list these requirements / provisions in the template provided for in Enclosure 4.

In addition, the tenderer should explain in detail his reasons for identifying the requirements/provisions in question. Also, the tenderer should explain what alternative requirements/provisions the tenderer would suggest. The consequences (e.g. an addition to the price) of the identified risk factors, cost drivers etc. should also be assessed, if possible.

The identified risk factors, cost drivers etc. as stated in Enclosure 4 will serve as partial basis for the negotiations. The outcome of these negotiations will be taken into account by DALO when deciding whether or not to make any changes to the tender documents prior to the submission of the BAFO, cf. clause 7.2.

The identified risk factors, cost drivers etc. listed by the tenderer in the said Enclosure will not be considered as a part of the tenderer's INDO or as reservations to the requirements in the tender documents in any respect.

The price in the INDO is to be based on the enclosed Contract, the Requirements Specification and the Appendices and Special Appendices, i.e. without the changes suggested by the tenderer in Enclosure 4: Tenderer's identification of risk factors, cost drivers etc.

### **5.3 Right of access to documents and confidentiality**

The tenderers must observe unconditional confidentiality with regard to any information that may come to the tenderer's knowledge in connection with this tender procedure. The tender documents must be handled with strict confidentiality, and the tenderer is not entitled to use the documents - or the knowledge obtained - in any other context.

#### **5.3.1 Specifically concerning right of access to documents**

Documents and information in this tender procedure, including submitted offers, are subject to applicable Danish regulation on the right of access to documents and will be treated accordingly, hereunder in accordance with the provisions set out in the Access to Public Administration Files Act and the Public Administration Act.

#### **5.3.2 Concerning treatment of information under the tender procedure in general**

DALO will ensure that the tenderers are treated equally and that they have access to the same information.

Without specific consent from the tenderer in question DALO will not inform the other tenderers of technical solutions or other confidential information given by a tenderer.

However, DALO reserves the right to include a tenderer's suggested amendments to the tender documents in the negotiations with the other tenderers. In the negotiation the exact wording of the suggested amendment will not be disclosed, and nor will it be disclosed which tenderer suggested the amendment.

### **5.4 Technical specifications, including standards, etc.**

The technical specifications in the tender documents may have been prepared with reference to one or more standards, etc., such as an ISO standard. DALO has endeavoured to attach the words "or equivalent" to all such references, cf. art. 18(3), para a, of the Defence and Security Directive. If, contrary to expectations, reference to standards, etc., do not – as prescribed – include the words "or equivalent", the text should be understood to include the words "or equivalent".

If the INDO does not comply with the mentioned standards, etc., the tenderer must provide information in Danish or English establishing that the standard, etc., used in the offer is equivalent to the standard, etc., specified by DALO.

If the tenderer has only confirmed that the requirement is fulfilled without indicating in that connection whether the requirement is fulfilled by the standard etc. specified by DALO, or by an equivalent standard etc., DALO will assume that the offer complies with the standard etc. specified by DALO.

Before signing the Contract, DALO will delete the words “or equivalent” in all requirements where the winning tenderer has complied with the standards, etc., specified by DALO. In case the winning tenderer has provided sufficient information on the use of equivalent standards, etc., (according to the above paragraph) DALO will, before signing the Contract, amend the relevant requirements in order to reflect the winning tenderer’s equivalent standard, etc.

### **5.5 Possible request for further information**

After having read the INDOs, DALO may within the principle of equal treatment decide to request one or more tenderers to submit information which was missing or ambiguous in the INDO in order to properly prepare for the negotiations. DALOs request and the tenderer’s response shall be in writing.

## **6. NEGOTIATIONS**

### **6.1 Negotiations based on the INDO**

After having received the INDO’s submitted by the tenderers, negotiations will be conducted with each tenderer in order to adapt the INDO in accordance with DALOs requirements.

The negotiations will by default take place at DALOs premises, cf. clause 1 in the following period:

April 2<sup>nd</sup> to 5<sup>th</sup>, 2024, if relevant.

DALO will inform each tenderer of the exact dates on which the negotiation with the tenderer will take place. The information will be stated in the Invitation to Tender. However, if it is not possible to state the exact dates at the time of the Invitation to Tender, the tenderers will be informed of the specific time period, e.g. week or month, which the negotiations are expected to take place. However, the exact dates will be announced to each tenderer within a reasonable time prior to the actual negotiations.

The negotiations will by default take place at DALOs premises. However, the negotiations can also be held online or be conducted in written form, if DALO deems it appropriate.

The negotiations will focus on the strengths and weaknesses of the INDO and will be based on the contract award criteria stated in clause 10. Cost drivers, risk factors, listed by the tenderers in Enclosure 4 may also be discussed. Among the issues that may be relevant are the delivery plan for the initial purchase commitment, and the list of Spare Parts, including - but not limited - to the composition of the preventive shop reparable Spare Part maintenance kit. However, all documents may be subject to negotiations.

DALO will choose the subjects of the negotiations and will forward an agenda in advance. The tenderer may be asked to identify (additional) specific cost drivers and risk factors and list these for negotiation purposes. Such a list will not be seen as a reservation to any requirements to which reservations cannot be made.

The negotiations may at DALOs discretion take place in several rounds of negotiations.

Each tenderer will be invited to the same number of negotiation rounds and will be allotted the same time for negotiation in each round. Since the time allowed for negotiations is limited, it is important that the teams conducting the negotiations on behalf of the tenderers consist of persons with the ability to answer legal and technical questions quickly. This will most likely lead to more effective negotiations.



The tenderers may be asked to submit additional INDOs (INDO2, INDO3 etc.) if deemed necessary by DALO.

DALO will maintain the principles of equal treatment and transparency during the entire negotiation phase. Thus, DALO will not reveal any technical or financial part of the submitted offers from one tenderer to another during the negotiations. Nor will DALO reveal any other confidential information without specific and written consent. However, reference is made to clause 5.3 concerning confidentiality of offers and information in general.

DALO may request the tenderers to reply to written questions after the negotiations or between each round of the negotiations as part of the ongoing dialogue.

## **6.2 Minutes and feedback**

DALO will take brief minutes of all meetings, and the tenderer shall receive a copy hereof. The minutes will not be made publicly available, and each minute will only be sent to the tenderer who participated in the negotiation meeting.

If questions of a general nature were addressed at a meeting, the reply to such questions will be sent to all the tenderers.

The minutes do not in themselves have any legal implication for the offers (INDO or BAFO) as these must be based on the tender documents for the said offer only.

To avoid unnecessary work for the tenderers, DALO will inform each tenderer at the negotiations and in the minutes whether reservations have been found in his indicative offers. However, absence of such notice cannot be regarded as confirmation that no such reservation exists. The tenderer is solely responsible that the BAFO complies with all Requirements.

At the negotiation meetings the tenderers will be given feedback on strong and weak points in the indicative offers. This feedback is given to ensure that each tenderer can optimise his offer during the negotiated procedure.

## **6.3 ~~Short listing~~**

N/A

# **7. THE TENDERER'S BEST AND FINAL OFFER (BAFO)**

## **7.1 Revised tender documents**

After having conducted the negotiations, DALO may issue a revised set of tender documents (contract wording and specifications alike) based on the experiences from the negotiations, including the tenderer's identification of possible cost drivers and risk factors and suggestions for changes. All tenderers will be informed of revisions of the tender documents simultaneously through ETHICS. The tenderers are then asked to submit their BAFO based on the revised tender documents issued by DALO.

## **7.2 Deadline for submission of the BAFO**

The BAFO shall be submitted to DALO no later than the deadline communicated to the tenderers. BAFOs received after this deadline will not be considered.

The tenderers may be asked to submit an additional BAFO (extra BAFO) if deemed necessary by DALO in accordance with clause 7.4.

The BAFO - must be kept valid and open in 12 months after the deadline.

The BAFO must be submitted electronically through ETHICS' web portal. The permalink intended for the submission of the BAFO will be sent to the tenderers through ETHICS.

The BAFO cannot be submitted by any other means than ETHICS' web portal.

The BAFO is submitted when uploaded and concluded to ETHICS' web portal in accordance with the instructions given by ETHICS. After the offer is uploaded and/or concluded, it is possible for the tenderer to change the content of the offer until the deadline for submission of the BAFO.

If the BAFO contains more versions of the same document, the latest version will prevail. The time indicator within ETHICS will determine which version is applicable.

### **7.3 Detailed description of the BAFO**

As stated in the Contract Notice the tenderer is not allowed to submit alternative offers. Each tenderer may only submit one offer.

The BAFO should be forwarded with "track changes"-marking in order for DALO to quickly identify areas that have been changed, unless otherwise is communicated by DALO when the revised tender documents are submitted to the tenderers after the negotiations.

DALO will evaluate the BAFO in accordance with the award criteria and evaluation method stated in clause 10.

Because no further negotiations are expected to take place, each individual tenderer's BAFO should be worded in a way which makes it possible to conclude the Contract without any further discussion between the tenderer and DALO. The BAFO should therefore be accurate in every respect, deal with all relevant conditions and contain all necessary information.

The BAFO must comply with all Requirements in the revised tender documents and all information required should be submitted, cf. clause 8. Failure to do so may lead to the rejection of the BAFO, cf. however clause 9 and the principle in § 159(5) of the Danish Act no. 1564/2015 on Public Procurement.

The BAFO shall be in the language(s) stated in the Contract Notice and should be signed when submitted.

The BAFO shall be drafted on the basis of the Contract, the Requirements Specification (Appendix A), and the Appendices and special Appendices submitted by DALO at the time in question, which contain the requirements and expectations of DALO with regard to the tenderer's offer.

Regarding technical specifications and the parts of the Contract and the draft Appendices to the Contract that are presumed to be composed or completed by the tenderer, reference is made to clause 5.2 above as these guidelines also applies to the BAFO. However, the BAFO shall not contain Enclosure 4 concerning identification of risk factors and cost drivers.

#### **7.3.1 Declaration regarding non-exclusion and debt to public authorities**

At the time of submission of the tender (but not at the time of submission of the request for pre-qualification) the tenderer must enclose a declaration stating that the tenderer (1) is not subject to any of the reasons for exclusion stated in art. 39(1) of the Defence and Security Directive (2009/81/EC) and section 134 a of the Public Procurement Act (act no. 1564 of 15 December 2015) and (2) that the tenderer is not subject to any of the reasons for exclusion stated in art. 39(2), paras f and g, of the Defence and Security Directive in relation to overdue debt relating to the payment of taxes, duties or social contributions under Danish law or under the law of the country where the tenderer is established. The tenderer has received a template with the tender documents that may be used for this declaration.

It is emphasised that the declaration must be related to the time of submission of the BAFO, thus a new declaration must be submitted with the BAFO, notwithstanding the fact that a declaration already may have been submitted along with the INDO.

If the BAFO is submitted by a consortium each participant of that consortium must submit the declaration mentioned above.

#### **7.4 Possible request for an extra BAFO**

If DALO finds the content of the BAFOs to be inconsistent - and hence not fully optimised - with the revised tender documents, DALO reserves the right to - with due respect of the principles of equality and transparency - to invite the tenderers to an extra negotiation round in order to optimise the BAFOs even further.

At the extra negotiation meeting DALO will inform the tenderers of said inconsistencies and possible further changes to the tender documents on which basis the tenderers are asked to adjust and / or fine-tune their BAFO.

Subsequently, the tenderers should submit an extra BAFO (or a partly renewed BAFO, for instance new pricing schedules) within a specified deadline. If a tenderer chooses *not* to submit an extra BAFO, the tenderer's (original) BAFO stands and is valid.

If DALO finds the wording of the BAFO to be ambiguous, DALO reserves the right to - also with due respect of the principles of equality and transparency - to ask the tenderer in question to clarify the ambiguity. DALO also reserves the right to ask the tenderers to submit information requested in the tender documents but missing in the BAFO.

DALO is, however, under no obligation to use the abovementioned options and can choose to interpret inconsistencies, ambiguities and / or missing information to the disadvantage of the tenderer in question in the evaluation.

### **8. REQUIREMENTS AND RESERVATIONS**

#### **8.1 Requirements**

The tender documents include a number of Requirements (marked with "R" in the Requirements Specification (Appendix A)).

All Requirements may be a subject to negotiation and may be changed by DALO in the negotiation process. DALO may e.g. modify the content of a Requirement or withdraw Requirements during the negotiation process and / or in the revised tender documents.

The tenderer shall fulfil all Requirements at the time of submission of the tender. However, DALO does not consider any of the specified Requirements as essential elements and therefore reserves the right to modify (including waive) the content of the requirement during the procurement procedure. INDOs that do not comply with all Requirements will not be considered as "non-compliant" offers and will therefore remain part of the negotiation process.

#### **8.2 Categorisation of the tender documents and reservations**

Regarding the Contract (draft), Appendices A – H.1, and Special Appendices 1-4

The Contract, Appendices A – H.1, and Special Appendices 1-4 are Requirements in their entirety.

In the INDO, the tenderer should not make reservations in the INDO with regard to the provisions in the Contract and Appendices A – H.1, and Special Appendices 1-4. Thus, the INDO is to be drafted on the basis of the enclosed Contract and Appendices A – H.1, and Special Appendices 1-4. If the tenderer identifies requirements or contract provisions, etc. that the tenderer deems unacceptable or as significant risk factors or cost drivers, the tenderer should list these requirements / provisions in the template provided for in Enclosure 4: Tenderer's identification of risk factors, cost drivers etc.

## **9. OPENING AND HANDLING OF OFFERS**

DALO will open the offers after the expiry of the deadline for submission of the INDOs and BAFOs, (jointly referred to as “offers”) cf. clause 5.1 and 7.2. Tenderers do not have the opportunity to be present when the offers are opened. DALO is not obliged to return offers or any tender documents to the tenderers.

Firstly, DALO will review whether the received offers are compliant with the formal requirements. DALO may also obtain additional information and clarifications from the tenderers after the expiry of a submission deadline using remedies equal to the procedure and principle stated in § 159(5) of the Danish Act no. 1564/2015 on Public Procurement.

The use of the word "shall" in the tender documents does not prevent DALO from remedying or disregarding missing or ambiguous information in the offer. However, DALO is under no obligation to obtain additional information and clarifications from the tenderers.

Secondly, DALO will assess whether the received offers are compliant with the Requirements set forth in the tender documents, and thirdly, DALO will evaluate all compliant offers as described in clause 10.

After DALO has made the award decision all tenderers will be notified simultaneously. The notification of the unsuccessful tenderers will include a brief statement of the relevant grounds for the decision, including the relative advantages and disadvantages of the successful offer as well as information about the date when the standstill period expires.

### **9.1 Currency conversion**

If the prices offered are stated in another currency than Danish Kroner (DKK), the prices will be converted to DKK on the same day for all offers. The conversion is done for evaluation purposes only and will be based on a budget exchange rate.

The budget exchange rate is calculated based on the following (calculated on basis of the calendar months preceding the month of the deadline of the submission of the offer):

On the basis of the monthly average exchange rates from the central bank of Denmark (“Danmarks Nationalbank”), DALO will calculate

- a. the average exchange rate between DKK and the foreign currency during the last four (4) months
- b. the average exchange rate between DKK and the foreign currency during the last two (2) months
- c. the average exchange rate between DKK and the foreign currency during the last month (1)

The budget exchange rate is then calculated as an average of these three average exchange rates (a, b and c).

The Contract will be based on the offered currency.

## **10. EVALUATION**

### **10.1 Award criteria**

The Contract will be awarded on the basis of the award criterion the most economically advantageous tender. In the evaluation of the offers, DALO will use the following sub-criteria with the specified weighting:

- 1. Price 30 %**
- 2. Delivery plan 30 %**

### 3. Quality 40 %

The percentages indicate the weighting of each sub-criterion in the evaluation of the offer.

#### 10.2 Evaluation method

In order to determine which offer is the most economically advantageous, DALO will use a scoring model with fixed financial frame to compile the sub-criterion “Price”.

The offers’ fulfilment of the qualitative sub-criteria will be evaluated in accordance with the description below. The offers’ will be given points on a scale from 0 to 10. 10 is the maximum points. Points may be awarded as decimal numbers with one decimal place.

Fulfilment of the criterion	Point
Flawless fulfilment of the criterion	10
Almost perfect fulfilment of the criterion	9
Outstanding fulfilment of the criterion	8
Highly satisfactory fulfilment of the criterion	7
The criterion is well met	6
Good fulfilment of the criterion	5
Basic fulfilment of the criterion	4
Fulfilment is below average	3
Very weak fulfilment of the criterion	2
Extremely unsatisfactory fulfilment of the criterion	1
No fulfilment of the criterion (but conditional offer)	0

Each criterion stated in clause 10.1, will be evaluated as follows:

#### Re. 1: Price 30 %:

The tenderers’ offer will be evaluated for price and will be given points on a scale from 0 to 10. 10 is the maximum points.

DALO will calculate an Evaluation Price for each offer. The Evaluation Price (stated in Appendix C.1, “Products and Spare Parts”, cell M38) will be calculated as the sum of the total price (stated in Appendix C.1, column M) converted to DKK, cf. Instructions to Tenderers, section 9.1.

The offer with the lowest Evaluation Price will be awarded 10 points. The lowest Evaluation Price refers to the lowest calculated Evaluation Price among all compliant offers. The lowest Evaluation Price will be used as reference point, awarding points on a linear model, where 0 points will be awarded for an Evaluation Price 100 % or more above the lowest Evaluation Price. The Evaluation Price of all other offers are awarded points through linear interpolation between the aforementioned absolute values. The awarded points are multiplied with the weighting of the sub-criterion. Points may be awarded as decimal numbers with one decimal place.

**Re. 2: Delivery plan 30 %:**

When evaluating the sub-criterion "Delivery plan" DALO will emphasize the extent to which:

- The tenderer offers a delivery plan for the Initial Purchase Commitment that supports a fast and reliable implementation.
  - For example, it will be evaluated positively if the tenderer offers a delivery plan with a fast delivery. It will also be evaluated positively if as many SPC units as possible are delivered quickly.
  - For example, it will be evaluated positively if the tenderer offers reliable initiatives to support DALOs implementation of the SPC units for example by instigating initial Government Over Private Equity (GOPE) for Third Party Transfer (TPT) or, if appropriate for US companies, apply for a Technical Assistance Agreement (TAA) as early as possible.

The entire sub-criterion “Delivery plan” will be presented as one single score on a scale from 0 to 10 points. The awarded points are multiplied with the weighting of the sub-criterion.

The proposal should contain information that enables DALO to evaluate the proposal.

Therefore, the proposal should include the following:

- A description of the tenderers initiatives to support DALOs implementation – for example the expected timeline for executing and obtaining the Third Party Transfer (TPT) or, if appropriate, the Technical Assistance Agreement (TAA) approval.
- A description of a delivery plan that the tenderer will commit to for executing the Initial Purchase Commitment provided that the appropriate permits (TPT or TAA) have been obtained – including a specification of the delivery time and quantity of the SPC units (for example by offering a milestone plan)

Each of the above points should not exceed one (1) A4 page.

**Re. 3: Quality 40 %:**

When evaluating the sub-criterion "Quality" DALO will emphasize the extent to which:

- The tenderer offers a SPC unit that is designed to enhance operational reliability
  - For example, it will be evaluated positively if the SPC unit can accept updates to support new capabilities without affecting the operation of the Multi-Link System.
  - For example, it will be evaluated positively if the SPC unit can accept updates to support new waveforms without having to make any changes to the hardware.
- The tenderer offers a compact and compatible technical setup.
  - For example, it will be evaluated positively if the SPC unit does not occupy a lot of space in the rack.

- For example, it will be evaluated positively if the SPC unit supports interfaces for precise time and frequency transfer – for example the Time of Day (“TOD”) in the Extended Have Quick format as defined in STANAG 4430 or equivalent.
- Measures are offered to support transparency and traceability in configurations and updates.
  - For example, it will be evaluated positively if supplied interfaces and manuals are configuration controlled for identification and changes are traceable through change control.

The entire sub-criterion “Quality” will be presented as one single score on a scale from 0 to 10 points. The awarded points are multiplied with the weighting of the sub-criterion.

The proposal should contain information that enables the contracting authority to evaluate the proposal.

Therefore, the proposal should include the following:

- A description of how the offered SPC unit accepts updates to support new capabilities and to which extent the updates require changes to the hardware.
- A description of the tenderers strategy to uphold compliance with the relevant standards.
- A description of the physical dimensions for the offered SPC unit
- A description of interfaces for precise time and frequency transfer supported by the offered SPC unit
- A description of how the tenderer handles transparency and traceability in configurations and updates

Each of the above points should not exceed one (1) A4 page.

## **11. AWARD OF THE CONTRACT AND CONCLUSION OF THE PROCEDURE**

When DALO has identified the most economically advantageous tender on the basis of the criteria set out in clause 10.1, DALO will decide on the award of the Contract.

DALO is not obliged to award the Contract and reserves the right to cancel the tender procedure.

Regardless of whether the Contract is awarded, all tenderers are bound by the terms of their offer until DALO has entered into a contract or the period set out in clause 7.2 has expired.

The notification of the tenderers of the award decision does not mean that the Contract has been entered into. The Contract is not final until it is signed, and the Contract will not be signed until after the expiry of the standstill period.

Should the Contract be awarded to a joint group of economic operators (a consortium) the participants of such consortium must assume joint and several liability and appoint a representative of the group.

The costs incurred by the tenderer by participating in the tender procedure are of no concern to DALO. This includes a situation where the procedure is terminated without an award.

When the Contract has been signed DALO will publish a contract award notice in the Official Journal of the European Union (TED), and the tender procedure is then finalised.

## **~~12. INDUSTRIAL COOPERATION CONTRACT~~**

N/A

## **13. TIME SCHEDULE FOR THE TENDER PROCEDURE**

<b>Event</b>	<b>Date, time</b>
<b>Deadline for submission of prequalification questionnaire</b>	Monday, January 22 <sup>nd</sup> , 2024 at 13:00 CET
Invitations to participate in the tender procedure will be dispatched	Friday, February 2 <sup>nd</sup> , 2024 at 13:00 CET
Deadline for submission of questions, cf. clause 4.1.	Tuesday, February 27 <sup>th</sup> , 2024 at 13:00 CET
<b>INDO deadline, cf. clause 5.1.</b>	Friday, March 8 <sup>th</sup> , 2024 at 13:00 CET
Negotiation phase, if relevant, cf. clause 6.	April 2 <sup>nd</sup> to 5 <sup>th</sup> , 2024
Estimated date when the BAFO must be submitted, if relevant, cf. clause 7.2.	Friday, April 12 <sup>th</sup> , 2024 at 13:00 CET
Estimated date when the Contract will be awarded.	Friday, April 19 <sup>th</sup> , 2024
Estimated date when the Contract will be signed.	Thursday, September 19 <sup>th</sup> , 2024

## **14. INVESTMENT SCREENING**

It is DALO's assessment that the conclusion of the Contract may be subject to a permit requirement according to Section 7 of the Investment Screening Act (Act No. 842 of 10 May 2021). A permit is issued by the Danish Business Authority, and is only required for economic operators, who

- i. are domiciled outside the EU or EFTA, *or*
- ii. are under the control or subject to significant influence, as defined in the Investment Screening Act, of 1) a company domiciled outside the EU or EFTA or 2) a citizen of a country outside the EU or EFTA.

Further guidance on the Act and its application is available at: <https://businessindenmark.virk.dk/guidance/erst-activities-covered-by-the-investment-screening-act/Special-financial-agreements/>.

It is the responsibility of the tenderer to apply for and obtain authorisation to conclude the Contract if the tenderer's conclusion of the Contract is subject to the Act.

Questions regarding the application process must be sent to the Danish Business Authority. The application system can be accessed here: [https://businessindenmark.virk.dk/authorities/stat/ERST/self-service/Screening\\_of\\_foreign\\_investments\\_and\\_special\\_financial\\_agreements/](https://businessindenmark.virk.dk/authorities/stat/ERST/self-service/Screening_of_foreign_investments_and_special_financial_agreements/)

DALO's decision to award will be made on the condition that the successful tenderer, not later than five months after the award notice:

- i. submits permission from the Danish Business Authority to conclude the Contract, *or*
- ii. submits confirmation from the Danish Business Authority that a permit is not required, *or*
- iii. declares in writing that authorisation is not required because the tenderer is not 1) domiciled outside the EU or EFTA *or* 2) under the control or subject to significant influence as defined in the Investment Screening Act of *either* a company domiciled in a country outside the EU or EFTA *or* a citizen of a country outside the EU or EFTA.

DALO may, but is not obliged to, extend the abovementioned deadline.

If the winning tenderer's conclusion of the Contract requires permission from the Danish Business Authority, and permission can only be obtained with terms, it is a precondition that the terms can be accepted by DALO.