

Contract notice

Directive 2014/24/EU

Section I: Contracting authority.

I.1) Name and addresses

Energistyrelsen (Danish Energy Agency)

59778714

Carsten Niebuhrs Gade 43

Copenhagen

1577

DK

Contact person: Lise-Lotte Pade, Henrik Sulsbrück

Telephone: +45 33951275

E-mail: llpe@ens.dk

NUTS code: DK01 - Hovedstaden

Internet address(es):

Main address: <https://ens.dk/ansvarsomraader/ccs-fangst-og-lagring-af-co2>

Address of the buyer profile: <https://eu.eu-supply.com/ctm/Company/CompanyInformation/Index/414838>

I.3) Communication

The procurement documents are available for unrestricted and full direct access, free of charge, at:

http://eu.eu-supply.com/app/rfq/rwlenrance_s.asp?PID=377173&B=KEFM

Additional information can be obtained from the abovementioned address:

Tenders or requests to participate must be submitted electronically via: http://eu.eu-supply.com/app/rfq/rwlenrance_s.asp?PID=377173&B=KEFM

Tenders or requests to participate must be submitted to the abovementioned address

I.4) Type of the contracting authority

Ministry or any other national or federal authority, including their regional or local subdivisions

I.5) Main activity

Other activity: The Danish Energy Agency is responsible for production, delivery and use of energy, as well as efforts to pursue reductions of greenhouse gas emissions.

Section II: Object

II.1) Scope of the procurement

II.1.1) Title

Tender for Contract on subsidy for negative emissions carbon capture, transport and storage

II.1.2) Main CPV code

90700000 - Environmental services

II.1.3) Type of contract

II.1.4) Short description

The Agreement on the Danish Financial Act for 2022 introduced a new market based subsidy fund (the "NECCS Fund") of DKK 2,609,400,000.00 (2023 prices), to achieve negative CO2 emissions by permanently and geologically storing biogenic or atmospheric CO2 (NECCS). The fund is scheduled for disbursement between 2025-2032. The granting of subsidy under the NECCS Fund is encompassed by the European Commission's Guidelines on State aid for climate, environmental protection and energy 2022. The designation of the Contract(s) as a service contract in the contract notice, section II.1.3), etc. does not change this. The competitive bidding process is conducted as an open procedure in accordance with the general principles of the Danish Public Procurement Act.

II.1.5) Estimated total value

Value excluding VAT: 2609400000.00 DKK

II.1.6) Information about lots

This contract is divided into lots: no

II.2) Description

II.2.2) Additional CPV code(s)

90720000 - Environmental protection

II.2.3) Place of performance

NUTS code: DK0 - DANMARK

II.2.4) Description of the procurement

The aim of the NECCS Fund is to contribute to the realization of Denmark's climate targets as outlined in the Danish Climate Act (Danish: "Klimaloven").

The NECCS scheme is intended as a multi-technology tender, covering all technologies that can provide negative CO2 emissions obtained through technological capture and permanent geological storage of biogenic or atmospheric CO2. By biogenic CO2, the DEA refers to CO2 created through the combustion, digestion, fermentation, decomposition or processing of non-fossil fuels or feedstock. By atmospheric CO2, the DEA refers to CO2 from the ambient air, not the emissions from energy or industrial plants.

The NECCS Fund is not intended to provide subsidy for the capture and geological storage of CO2 from the combustion or processing of fossil-based fuels or feedstock. Negative emissions based on biochar created through pyrolysis of biomass, as well as other non-technological means of capturing and storing CO2, such as afforestation will also not be applicable for financial support under the NECCS scheme. The DEA wishes to enter into one or more contract(s) pursuant to which the recipient(s) of the subsidies (each recipient "the Operator") shall ensure and be responsible for capturing, transportation and permanent, geological storage of biogenic or atmospheric CO2 ("the Contract").

As described in the tender documents the Operator shall every year from 2026 until (and including) 2032 capture and permanently, geologically store a fixed quantity of biogenic or atmospheric CO₂ ("Annual Quantity"). The Operator may also offer to capture and permanently, geologically store CO₂ from start of operating until 31 December 2025 ("2025-Quantity"). These quantities are to be specified by the tenderer in the offer. The DEA will award one or more Contract(s) dependent on the available funds based on the received offers.

The subsidy will be paid per tonne of biogenic or atmospheric CO₂ captured and permanently stored.

The DEA will notify the fund to the European Commission as an aid scheme in accordance with the procedure prescribed by Article 108 of the Treaty on the Functioning of the European Union and the disbursement of the funds is dependent on the European Commission's prior approval.

The DEA will cancel the tender procedure if the approval from the European Commission is not obtained, or if the European Commission stipulates conditions for the approval which necessitate changes to fundamental elements of the tender documents.

II.2.5) Award criteria

Price is not the only award criterion and all criteria are stated only in the procurement documents

II.2.6) Estimated value

Value excluding VAT: 2609400000.00 DKK

II.2.7) Duration of the contract, framework agreement or dynamic purchasing system

Duration in months: 96

This contract is subject to renewal: no

II.2.10) Information about variants

Variants will be accepted: no

II.2.11) Information about options

Options: yes

Description of options:

2025-Quantity, see section II.2.4) and the tender documents.

II.2.13) Information about European Union funds

The procurement is related to a project and/or programme financed by European Union funds: yes

Identification of the project: The NECCS Fund is fully financed in 2024 and 2025, and partially financed in 2026 by REPower EU.

REPower EU is the European Commission's plan to make Europe independent from Russian fossil fuels well before 2023.

II.2.14) Additional information

Section II.2.7): The Contract is expected to have a duration of eight years of operation (nine years of operation if the Operator offers to achieve negative emissions in 2025), equating to 96-108 months.

Section II.2.9): The tenderer is only permitted to submit one offer .

Section III: Legal, economic, financial and technical information

III.1) Conditions for participation

III.1.2) Economic and financial standing

List and brief description of selection criteria:

The tenderer must submit the ESPD, part IV, section B, with the following information:

- A statement that the tenderer has obtained a declaration of intent regarding a performance and warranty guarantee from a bank or insurance company

The declaration of intent regarding performance and warranty guarantee shall be submitted with the offer. See Appendix C, Declaration of intent regarding a performance and warranty guarantee.

The tenderer shall provide the DEA with an unconditional and irrevocable on-demand Performance and Warranty Guarantee prior to contract signing, see Appendix 9, Model performance and warranty guarantee.

Minimum level(s) of standards possibly required:

The declaration of intent shall document that the tenderer is a client of the bank or insurance company and that the tenderer at the time of issuing the declaration has the financial capacity to issue an on-demand performance and warranty guarantee of the amount in DKK as required in the tender documents, see Appendix C, Declaration of intent regarding a performance and warranty guarantee.

III.2) Conditions related to the contract

III.2.2) Contract performance conditions

-Corporate social responsibility (CSR), requirements pursuant to ILO Convention no. 94 on labour clauses in public contracts and Circular no. 9471 of 30 June 2014 and social clauses on training and apprenticeship agreements.

-If the Contract is awarded to a group of operators (e.g. a consortium), the participants of the group must undertake joint and several liability and appoint a joint representative.

-The Operator shall provide a performance and warranty guarantee prior to contract signing.

Section IV: Procedure

IV.1) Description

IV.1.1) Type of procedure

Open procedure

IV.1.8) Information about the Government Procurement Agreement (GPA)

The procurement is covered by the Government Procurement Agreement : yes

IV.2) Administrative information

IV.2.2) Time limit for receipt of tenders or requests to participate

Date: 01/12/2023

Local time: 10:00

IV.2.4) Languages in which tenders or requests to participate may be submitted

English

IV.2.6) Minimum time frame during which the tenderer must maintain the tender

Duration in months : 4 (from the date stated for receipt of tender)

IV.2.7) Conditions for opening of tenders

Date: 01/12/2023

Local time: 10:00

Information about authorised persons and opening procedure:

The tenderers are not permitted to attend the opening of the offers.

Section VI: Complementary information

VI.1) Information about recurrence

This is a recurrent procurement: no

VI.2) Information about electronic workflows

Electronic invoicing will be accepted

Electronic payment will be used

VI.3) Additional information

Participation in the tender procedure may only take place by electronic means via the electronic tendering system, see the address set out in section I.3). For access to the tender documents, the tenderer must be registered or register as a user. If the offer contains several versions of the same document, the latest uploaded version will apply. All communication in connection with the tender procedure, including questions and answers, must take place through the electronic tendering system. Reference is made to the tender specifications. The DEA will hold an information meeting, see the tender specifications. If the tenderer encounters problems with the system, contact support on dksupport@eu-supply.com or (+45) 70208014. The tenderer must together with its offer submit an ESPD as preliminary documentation of the circumstances set out in section 148(1), paras 1-3 of the Danish Public Procurement Act. It is not necessary for the tenderer to sign the ESPD document. For groups of economic operators (e.g. a consortium), a separate ESPD must be submitted for each participating operator, and the ESPD must be signed by each operator. The tenderer heading the group and submitting the offer is not required to sign its ESPD document, see "Guide to the ESPD – How to complete in Digitale Udbud". The tenderer must submit a financial declaration that the tenderer has complied with any and each requirement to repay aid which the European Commission, in a previous decision, has declared illegal and incompatible with

the internal market. Furthermore, the tenderer shall declare that the tenderer is not an undertaking in difficulty as defined in point 20 in the Commission Communication on Guidelines on State aid for rescuing and restructuring non-financial undertakings in difficulty (Official Journal of the European Union, C 249, 31.7.2014, p. 1). Finally, the tenderer shall declare that the tenderer has made no firm commitments, for example, to order equipment or start construction, which would make the project irreversible at the time of submission of the tenderer's offer. The financial declarations are further described in Appendix B, Template for Offer submission letter, and must be submitted with the Offer. As part of the tenderer's offer the tenderer is obliged to submit a notification/declaration concerning any financial contributions received from third countries, see Article 29 of Regulation (EU) 2022/2560 of the European Parliament and of the Council of 14 December 2022 on foreign subsidies distorting the internal market. The tenderer will be excluded from participation in the tender procedure if the tenderer is subject to the compulsory grounds for exclusion set out in sections 134a, 135 and 136 of the Danish Public Procurement Act, and the exclusion grounds stated in the Danish Public Procurement Act, section 137(1), para 2 and para 6, unless the tenderer has submitted sufficient documentation of its reliability in accordance with section 138 of the Danish Public Procurement Act. Before the award decision is made, the tenderer(s) to whom the DEA intends to award the Contract must provide documentation of the information submitted in the ESPD pursuant to sections 151-152, cf. section 153 of the Danish Public Procurement Act. As an alternative to the documentation mentioned in sections 153-155, 157 and 158 of the Danish Public Procurement Act, the tenderer may submit to the DEA a certificate of registration in an official list of approved economic operators, see section 156 of the Danish Public Procurement Act, issued by the competent authority. The DEA only accepts certificates of registration in an official list from tenderers established in the country holding the official list. The DEA may use the procedure of section 159(5) of the Danish Public Procurement Act in the event that applications or tenders do not comply with the requirements of the tender documents. The DEA will pay no remuneration for participation in the tender.

VI.4) **Procedures for review**

VI.4.1) **Review body**

Klagenævnet for Udbud
Nævnenes Hus, Toldboden 2
Viborg
8800
DK
Telephone: +45 72405600
E-mail: klfu@naevneneshus.dk
Internet address: <https://klfu.naevneneshus.dk/>

VI.4.3)

Review procedure

Precise information on deadline(s) for review procedures:

Pursuant to the Danish Act on the Complaints Board for Public Procurement, etc. (lov om Klagenævnet for Udbud m.v.) (the Act is available (in Danish) at www.retsinformation.dk), the following deadlines apply to the lodging of complaints:

Complaints of award procedures, see section 7(2) of the Act, must be lodged with the Danish Complaints Board for Public Procurement before the expiry of 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 a contract. The deadline is calculated from the day after the day when the notice was published.

Not later than at the time of lodging a complaint with the Danish Complaints Board for Public Procurement, the complainant must notify the contracting entity in writing that a complaint has been lodged with the Danish Complaints Board for Public Procurement and whether the appeal was lodged during the standstill period, see section 6(4) of the Act. In cases where the complaint was not lodged within the standstill period, the complainant must furthermore indicate whether a suspensory effect of the complaint has been requested, see section 12(1) of the Act.

The e-mail address of the Complaints Board for Public Procurement is set out in section VI.4.1.

The Complaints Board's own complaints procedure is available at <https://naevneneshus.dk/start-din-klage/klagenaevnet-for-udbud/vejledning/>

VI.4.4) **Service from which information about the review procedure may be obtained**

Konkurrence- og Forbrugerstyrelsen

Carl Jacobsens Vej 35

Valby

2500

DK

Telephone: +45 41715000

E-mail: kfst@kfst.dk

Internet address: <http://www.kfst.dk>
