



INVITATION TO TENDER

Open procedure

In accordance with the Purchase regulations for the
Utilities Sector no. 975 of 12th of August 2016 Sections
I and II

for delivery of

Ticket Vending Machines

25.03.2019



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1. Introduction

1.1 Definitions

In this document and in all the document's attachments and accompanying appendices, the following definitions apply:

Customer

AtB AS, abbreviated to AtB. The Customer will be the contracting party for the Contractor assigned to the Contract.

Contractor

The Tenderer that is awarded the contract.

1.2 Document description

The tender document consists of the following documents:

- Tender documents with attachments
 1. Tender document – Attachment 1 Form for presentation of the Tender
 2. Tender document - Attachment 1 Form for deviations
 3. Tender document - Attachment 3 Declaration of commitment
 4. Tender document - Attachment 4 Self-declaration of waiver of confidentiality
 - 4.5. Tender document – Attachment 5 ESPD form for subcontractors and suppliers who participate in the competition jointly
- Appendix 0 – Contract (inspired by SSA-K 2015)
- Appendix 1 – Customer requirement specification
 - Appendix 1 Attachment 1.1 Customers requirements specification table 1A and 1B
 - Appendix 1 Attachment 1.2 Pre-fabricated pillar base
- Appendix 2 – Contractor description of the deliverables
- Appendix 3 – Customer technical platform
- Appendix 4 – Delivery date and other deadlines
- Appendix 5 – Approval test
- Appendix 6 – Administrative provisions
 - Appendix 6 Attachment 6.1 – Self declaration on wages and working condition
- Appendix 7 – Total price and pricing provisions
 - Appendix 7 Attachment 7.1 Price form
- Appendix 8 – Changes to the general contractual wording
- Appendix 9 – Changes subsequent to the conclusion of the Agreement
- Appendix 10 – Licence terms and conditions for standard software and free software
- Appendix 11 – The Customer's ethical guidelines for Suppliers
- Appendix 12 – Confidentiality agreement
- Appendix 13 – Questions and Answers
- Appendix 14 – Data Processing agreement
- Appendix 15 – Template for the change order (SSA-K)

- Appendix 0: Contract (inspired by SSA-V 2015)

- Appendix 1: Customer requirements specification (requirements for the maintenance services)
- Appendix 2: Contractor solution specification (description of the maintenance services)
- Appendix 3: Software and/or equipment to be maintained
- Appendix 4: Project and progress plan for the establishment phase
- Appendix 5: Service level with standardised price reductions
- Appendix 6 – Administrative provisions
 - Appendix 6 Attachment 6.1 – Self declaration on wages and working condition
- Appendix 7 – Total price and pricing provisions
 - Appendix 7 Attachment 7.1 Price form
- Appendix 8: Changes to the general contractual wording
- Appendix 9: Changes subsequent to the conclusion of the Agreement
- Appendix 10: Third party's terms and conditions for the maintenance of third party's software
- Appendix 11: The Customer's ethical guidelines for Suppliers
- Appendix 12: Confidentiality agreement
- Appendix 13: Questions and Answers
- Appendix 14: Data Processing agreement
- Appendix 15: Template for the change order (SAA-V)

The invitation to tender (this document) provides the requirements to the Supplier in accordance with the current public procurement regulations. The invitation to tender also sets the framework for the competition and is an instruction to the supplier. The invitation to tender is not included in the contract signed between AtB and the Contractor.

The Tender shall be in accordance with the guidelines given in the invitation to tender (this document).

1.3 The Customer

AtB AS is the public transport administration, responsible for planning, coordinating, marketing and purchasing scheduled public transport in Trøndelag. In addition, AtB is responsible for school transportation in Trøndelag.

AtB does not operate any public transport services, but acquires transport services from operators who perform the daily operations.

For more information, please visit www.atb.no.

1.4 Communication

All communication in the process is through the Mercell-portal.

This is to ensure that all communication is logged. When you are looking at the tender in Mercell, you choose the "Communication"-tab.

Then click New message. Write your question/information to the Customer, and then click send.

The Customer then receives your message. If the question is of relevance to all bidders, the Customer will answer through Appendix 13 – Questions and Answers. The Q and A is anonymous.

There shall be no contact or communication with persons at the Customer other than through Mercell.

1.5 Purpose and scope of the procurement

The purpose of this tender is to procure Ticket Vending Machines (TVMs) with software, associated back office system and communication for selected metro bus stations in Trondheim. This includes production, customization, installation and maintenance of 29 ticket vending machines and back office system, which will be referred to as TVMs in this document. The TVMs will be mounted on a fastening device together with a ticket validator, and the designing and manufacturing of the fastening device for TVM (and ticket validator) that is to be installed at metro bus stations is also a part of this procurement. The procured TVMs will function as one of the available sales channels to the Customer for passengers along the metro lines.

The tender consists of a Purchase agreement and a Maintenance and service agreement.

The Maintenance and service agreement (SSA-V) has a contractual length of 3 years. In addition, there is a unilateral option for the Customer on 1 + 1-year expansion of the SSA-V. With regards to spare parts, shall the Contractor stock spare parts in required quantities for the duration of the Agreement period.

Full description of the delivery is included Appendix 1 to the contract.

1.6 Partial tenders

This contract is not divided into lots, and it is therefore no opportunity to submit partial tenders.

The justification is that the same type of TVMs shall be mounted on all bus stops, and allowing partial tenders is therefore not appropriate. Suppliers must deliver tenders for the whole supply.

1.7 Alternate tenders

The Customer does not accept alternate tenders.

1.8 Time table

The following time frames apply to the process:

Activity	Date/time
Deadline for submitting questions concerning the tender documents*	20.03.2019 27.03.19 at 11.00 a.m
Deadline for submission of tenders	03.04.2019 at 10.00 a.m.
Opening of tenders	03.04.2019 at 10.15 a.m.
Evaluation of tenders	Week 14
Awarding of contract and notification to suppliers	Week 15

Closing date for standstill period	Ten days after award of the contract
Signing of contract	Week 17
Validity of tender	3 months after the deadline for submission of the tenders
Contract starting date	asap

Times given after Deadline for submission of tenders are tentative.

All times specified in the time table is GMT+1.

Any extension of the period for validity of tenders requires consent from the Tenderer.

2 RULES FOR IMPLEMENTING THE COMPETITION AND REQUIREMENTS FOR TENDERS

2.1 Procurement procedure

This competition is conducted in accordance with the Public Sector Procurement Law no. 73 17th of June 2016, and the Purchase Regulations for the Utilities Sector no. 975 of 12th of August 2016 (hereinafter referred to as the Utilities Regulation). For this procurement, sections I and II of the Utilities Regulation applies.

The contract will be awarded after an open procedure, cf. § 9-1 of the Utilities Regulation. There is no opportunity to negotiate in this procedure. Consequently, there is no opportunity for Tenderers to change their tender after the deadline for submission of tenders. Furthermore, it is noted that tenders containing significant deviations from the procurement documents shall be rejected in accordance with § 20-8 (1) b of the Utilities Regulation. The Customer may reject tenders containing deviations from the procurement documents, uncertainties or equivalent which may not be considered insignificant, cf. § 20-8 (2) a of the Utilities Regulation (2) a.

Therefore, the Supplier is strongly encouraged to follow the instructions given in this procurement document with attachments and appendices and, if necessary, ask questions about unclarities via the Mercell portal.

2.2 Duty of confidentiality

The Customer and its employees have a duty to ensure that others are not given access to or knowledge of information about technical solutions, methods, or other business-related aspects which are to be considered trade secrets, cf. the Norwegian Public Administration Law § 13 and the Utilities Regulation § 7-3.

2.3 Validity of tender

Tenderers are bound by their tender until the given date for Validity of tender. The date is given in section 1.8 Time table.

2.4 Update of the tender documents and additional information

The Customer has the right to make corrections, additions or changes to the tender documents that are not substantial, within the expiry of the Deadline for submission of tenders. Any corrections, additions or changes to the tender documents, including questions and answers in anonymous form, will be given to all Suppliers who have registered their interest for this procurement on Mercell.

If the Supplier finds that the tender documents does not give sufficient guidance, the Supplier may ask for additional information from the Customer in writing through Mercell.

If the Supplier discovers errors in the tender documents, we ask that the Supplier communicates this in writing via Mercell as soon as possible.

All written requests must be marked with the name of the competition and must be sent to the Customer via Merzell.

2.5 Deadline for request for interim injunction

Request for interim injunction against the Customer's decision to reject the Tenderer or not to choose a Tenderer to participate further in the procurement process must be submitted to the district court within 15 days from the Customer's notice, cf. § 16-5 of the Utilities Regulation.

2.6 Compensation

The Supplier does not have the right to any form of compensation for preparing, delivering or following-up of the tender.

3 THE EUROPEAN SINGLE PROCUREMENT DOCUMENT (ESPD)

3.1 About ESPD

As a preliminary documentation for fulfilment of the qualification requirements, that there are no grounds for rejection and eventual fulfilment of selection criteria, the Supplier must complete the ESPD form.

The ESPD form is integrated as part of the submission of the tender in Mercell. This means that by going through the submission process, the Supplier must fill out the integrated ESPD form.

The Supplier to be awarded the contract must, before the contract is concluded, document the fulfilment of the qualification requirements according to the stated documentation requirements.

The Customer may, at any time in the procurement process, request that the Supplier provides all or parts of the documentation if it is necessary to ensure that the competition is conducted properly.

3.1.1 ESPD for subcontractors and suppliers who participate in the competition jointly

If the Supplier relies on the capacity of subcontractor(s), the subcontractor(s) shall provide separate ESPD forms. If Suppliers participate in the competition jointly, separate ESPD forms must be provided. The supporting undertaking(s) must provide separate ESPD-forms. The ESPD-form for supporting undertakings/subcontractors is both the integrated form in Mercell and Attachment 5 as part of the submission of the tender in Mercell. Including to the integrated ESPD form for subcontractors and suppliers who participate in the competition jointly, the main Supplier must also submit a separate ESPD form for subcontractors and/or suppliers who participate in the competition jointly as part of the Tender, see Attachment 5. This is because the subcontractors/ other suppliers who participate in the competition jointly cannot see the Customers custom made qualification requirements in the integrated ESPD form in Mercell. A separate ESPD form must therefore also be provided where subcontractors/partners must confirm that they meet the Customers custom made qualification requirements. Please see clause 3.1.2 for further details.

Which sections that must be answered by others than the Supplier in the ~~integrated~~-ESPD form ~~in Mercell~~ depends on the type of subcontractor/supplier the Supplier is using:



3.1.2 Guide for submission of ESPD form for subcontractors and suppliers who participate in the competition jointly

Information about the integrated ESPD form in Mercell for subcontractors and suppliers who participate in the competition jointly

Further guidance on how to submit an ESPD-form for supporting undertakings/subcontractors can be found at:

https://mercell.guider.nu/_7347c9bb6023623834a66eebf74e0a1781ce.guide

The guideline is in Norwegian. Mercell does not have an English guideline available yet. We therefore ask that the Supplier contacts Mercell Support well in advance of submission of the tender for assistance, see clause 6.1.1.

The feedback the Customer received from Mercell is that the Supplier will not be able to submit his tender before the supporting undertakings/subcontractors has completed their integrated ESPD form in Mercell.

Information about Attachment 5 ESPD form for subcontractors and suppliers who participate in the competition jointly

In addition to delivery of the integrated ESPD-form in Mercell, the subcontractors/suppliers who participate in the competition jointly must also complete Tender document Attachment 5 which the main Supplier submit as part of the tender. Tender document Attachment 5 is a xml file.

The supplier must download the attachment from Mercell and follow this link to open the form: <https://ec.europa.eu/tools/espd>.

After the subcontractors/suppliers who participate in the competition jointly have completed the ESPD form, it must be returned to the main Supplier which must include the form as part of the Tender.

The main Supplier must submit a completed ESPD form in a readable format (pdf file) for the supporting undertaking(s) together with the tender. This only applies to the ESPD form in tender document Attachment 5.

The subcontractors/ suppliers who participate in the competition jointly can provide a comprehensive declaration in the ESPD form that they meet all of the qualification requirements that arise from the Invitation to tender. This is done in the ESPD form part IV section a.

3.1.3 If the Supplier must rely on any Subcontractors or contractual partners to fulfil the qualification requirements

If the Supplier must rely on any Subcontractors or contractual partners to fulfil the qualification requirements, the following must be met by the Supplier:

Requirement	Documentation
<p>If the Supplier must rely on any Subcontractors or contractual partners to fulfil qualification requirements, the Supplier shall document the Subcontractors/contractual partners obligation to provide the necessary resources at the disposal of the Supplier.</p>	<ul style="list-style-type: none"> • A brief description of contractual partners / Subcontractors the Supplier will rely on to fulfil qualification requirements, as well as a description of the specific qualification requirements the Supplier relies on others to fulfil. • Signed declaration of commitment between the parties, cf. Procedural Procedures Attachment 3 Declaration of Commitment.

Also see clause 3.1.1 ESPD for subcontractors and suppliers who participate in the competition jointly.

3.2 National exclusion grounds

According to ESPD part III: Exclusion grounds, section D: «Other exclusion grounds that may be foreseen in the national legislation of the contracting authority's or contracting entity's member state». The Norwegian public procurement legislation goes further than the exclusion grounds in EU directive on public procurement and the standard form for ESPD. It is therefore noted that all exclusion grounds mentioned in the Utilities Regulation § 20-2 applies, including the national exclusion grounds.

The following exclusion grounds in the Utilities Regulation § 20-2 are national exclusion grounds:

- § 20-2 (2). This provision states that the Customer shall exclude a Supplier when the Customer is aware that the Supplier has been duly sentenced or has agreed to a penalty notice for the specified criminal offences. The requirement that the Customer shall exclude suppliers that has agreed to a penalty notice for the specified criminal offences is a special Norwegian requirement.
- § 20-2 (3) letter i. The ground for exclusion in the ESPD form only applies to serious errors in the profession, while the Norwegian exclusion ground also includes other serious errors that may cause doubts regarding the professional integrity of the Supplier.

3.3 Overall statement for all qualification requirements in the ESPD form

In this competition, Suppliers may provide a declaration in the ESPD form that they fulfil all qualification requirements that emerge from the invitation to tender (this document). The declaration shall be written in part IV section a of the ESPD form.

4 QUALIFICATION REQUIREMENTS

To have their tender evaluated, the Suppliers must complete the ESPD form and confirm that they fulfil all qualification requirements listed below

4.1 Tax certificate

Requirement	Documentation
The Supplier shall comply with requirements concerning payment of tax, employer's fee and value added tax.	<ul style="list-style-type: none">• <u>Norwegian undertakings</u>: Tax certificate. The certificate shall not be older than 6 months, calculated from the deadline for submission of tenders. Any arrears or other irregularities must be justified.• <u>Foreign undertakings</u>: The Tenderer must provide certificates issued by competent authority confirming that the Tenderer has fulfilled obligations regarding payment of taxes and fees under the law of the country in which the provider is established. Certificates shall not be older than 6 months from the expiration of the deadline.

4.2 Supplier's registration, authorization, etc.

Requirement	Documentation
The Supplier shall be registered in an enterprise register, professional register or trade register in the state the Supplier is established.	<ul style="list-style-type: none">• <u>Norwegian undertakings</u>: Certificate of undertaking registration• <u>Foreign undertakings</u>: Documentation that the Supplier is registered in trade registers or business registers prescribed by the law of the country in which the Supplier is established.

4.3 The economic and financial capacity of the Supplier

Requirement	Documentation
The Supplier shall have sufficient financial capacity to fulfil the contract.	<ul style="list-style-type: none">• Credit rating which is based on the latest known accounting figures. The rating shall be carried out by a publicly approved agency with licence to conduct credit rating.

4.4 The technical and professional capacity of the Supplier

Requirement	Documentation
The Supplier shall have experience with similar deliveries of TVMs in the European market	<ul style="list-style-type: none">Description of the Suppliers most relevant deliveries the last 3 years. The description must include the dates of the deliveries and the customer (name, phone number and e-mail). References may be contacted.

If the Supplier is to use Subcontractors to fulfil the contract, clause 4.5 is applicable.

4.5 If the Supplier is using subcontractors to fulfil the contract, but not using the Subcontractor to fulfil qualification requirements

Requirement	Documentation
If the Supplier is using Subcontractors to fulfil the contract (but not using the Subcontractor to fulfil qualification requirements), the Supplier shall document how large of a proportion of the contract and which parts of the contract is being entrusted to the Subcontractors.	<ul style="list-style-type: none">A description of the extent of the contract the Subcontractor(s) shall carry out and, where applicable, what parts the Supplier intends to entrust to the Subcontractor(s).

Also see clause 3.1.1 ESPD for subcontractors and suppliers who participate in the competition jointly.

5 AWARD CRITERIA

The evaluation will consider which tender is the most economically advantageous, based on the following criteria.

Criteria	Weight	Documentation
Price	100%	Completed: <ul style="list-style-type: none">• Attachment 7.1 Price form

5.1 Method for evaluation

The evaluation of the price criterion is based on the completed price form. See Appendix 7 for further instructions.

It is the total price that represents the evaluation price (cell E18, tab "Cash & Card"). The lowest total price achieves maximum score, 10 points. The points for the total price from other Tenders are calculated after a linear model according to the following formula:

$10 - 10 \cdot (P/LP - 1) / 0,3$, where P = offered Price and LP = lowest offered price

If the offered total price is 30% higher or more than the lowest offered total price, it results in a score of zero (0) points on the price criterion.

6 SUBMISSION OF TENDERS AND MEANS OF PRESENTING THE TENDER

6.1 Submission of tenders

All offers must be submitted electronically via the portal Mercell, www.mercell.no within the deadline. Tenders submitted too late will be rejected. (Nor will the system allow bids to be submitted electronically via Mercell after the deadline.)

It is recommended that offers are submitted well in advance and at least one day before the deadline.

If the Customer gives additional information that makes you want to change your offer before the deadline expires, you can open your offer, make changes and re-submit before the deadline expires. The last submitted offer will be your final and valid tender.

The tender will require an electronic signature at submission.

During the submission of your tender, you will be asked for an electronic signature to confirm that the relevant bidder is making the tender. You can get electronic signatures from the following websites: www.commfides.com, www.buypass.no or www.bankid.no.

Please note that it may take a few days to get an electronic signature so the Supplier is advised to start this process should start as soon as possible.

6.1.1 Mercell Support

If you are not a Mercell-user, or if you have questions related to the functionality of the tool, e.g, how to make an offer, always contact Mercell Support on tel.: +47 21 01 88 60 or e-mail: support@mercell.com.

The supplier is responsible for familiarizing himself with Mercell Support's opening hours. The supplier shall always contact Mercell Support if he experiences challenges in delivering the tender through Mercell.

6.1.2 Confirmation

The Customer asks that you confirm whether or not you want to make a bid. This has to be done electronically in Mercell, by choosing the "Make bid" tab, and then clicking the button "I want to bid" or "I do not want to bid." This is intended as an indicator of whether the Customer can expect offers from you or not. You do not commit yourself as a provider by confirming that you want to make a bid. It is desirable that the provider verifies whether they wish to make a bid as quickly as possible.

6.1.3 Electronic signature outside Norway

We remind you that the Mercell portal supports the following electronic signatures from Sweden and Denmark:

Sweden: Svensk Bank ID, Nordea

Denmark: Nem ID, TDC/OCES

Within the EU Merccell uses a service delivered by Unizeto (<http://unizeto.eu>) through an agreement with DIFI and the EU PEPPOL project (<http://www.peppol.eu>) This supports most X.509 certificates, but it is unfortunately not possible to list all certificates.

You may test your electronic signature, and how this works, before submitting the bid itself. This way you will avoid uncertainty on whether you have a certificate that works or not and will be reassured that everything is ready when you want to submit your bid electronically.

After you have clicked "I want to make a bid" and started the process, there will be a button called Test e-signature available.

6.2 Presentation of the Tender

We ask that the tender is presented according to the disposition that follows from the Tender document – Attachment 1 Form for presentation of the Tender. The Supplier is responsible that every question, requirements and clarifications are answered/illustrated and documented in the tender.

The Tenderer is responsible for presenting and responding to all questions, requirements and clarifications given in the tender documents. Lacking or insufficient documentation can result in rejection of the Tender.

The offer shall not contain brochures or other commercial material unless this is related and are relevant to the response in the Tender.

6.3 Language

Tenders shall be delivered in English or Norwegian. Attachments to the tender of technical character, technical documentation etc., may be in English, Norwegian, Swedish or Danish.

Any communication during the procurement procedure, including clarifications, shall be in English.

6.4 Publicity

AtB is subject to the Norwegian Public Law, including the right of access to tenders received by AtB. If the tender contains business secrets, the Tenderer must also provide a censored version of the tender. According to the Norwegian Public Law, AtB will nevertheless undertake an independent decision as to whether the information is regarded as business secrets.

6.5 Opening of tenders

Tenders will be opened after the deadline for submission of tenders. The Tenderers may not be present during the opening of tenders.

6.6 Treatment of the tender

All tenders received will be registered with the date and time for submission, and AtB will write a receipt for the delivered document.

The Tenderer may, within the time limits deriving from the public procurement regulation, be asked for additional information if this is deemed necessary.

6.7. Rejection of tenders

Rejection of tenders is regulated in the Utilities regulation chapter 20. Suppliers who have been rejected, will receive written notice stating the reason for rejection.

6.8. Cancelling of the competition

The Customer may cancel the competition if this is duly justified.