

# **REQUEST FOR TENDER**

## **OPEN TENDER COMPETITION**

in accordance with Section I and Section II of the Regulation  
(for procurement with a value between 1 300 000,  
and 2 000 000NOK eks. VAT)

for the procurement of

Pitch-Training for Norwegian Companies

Case no. 2019/110976

Deadline for submission of tenders:

29<sup>th</sup> of July 2019  
at 12:00

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# 1 DESCRIPTION OF CLIENT

Innovation Norway's objective is to be the policy instrument of the state and the county authorities for achieving value-creating business development throughout the country.

Innovation Norway's interim goals are: 1) more successful entrepreneurs; 2) more enterprises with capacity for growth; and 3) more innovative business clusters.

Innovation Norway was established by special legislation and is owned by the government and the county councils with stakes of 51% and 49%, respectively. The company is represented in all the counties and approximately 30 countries.

For more information: [www.innovasjon Norge.no](http://www.innovasjon Norge.no)

Innovation Norway is financed through appropriations from the company's owners and clients.

## 2 PURPOSE AND SCOPE OF THE PROCUREMENT

### *2.1 Purpose of the procurement*

The aim of this procurement is to cover the need of pitch training to clients of Innovation Norway. More specifically, the aim is to better prepare Norwegian companies with the basic skills needed to deliver a sales pitch to potential customers and partners.

The primary target group will be already established Norwegian companies with international growth potential. More specifically this include participants of Global Growth-programs, participants of Innovation Norway's international delegations and participants of networks and clusters. However, other clients of Innovation Norway may also be offered this service if needed. The pitch training will therefore be provided both as a service 1:1 and in groups of participants.

The working language will be in English.

### *2.2 Deliverables*

Innovation Norway need to deliver a pitch training service that take the following three aspects into consideration:

- 1) The foundation of basic communication skills
- 2) The necessary adjustments to the specific culture in which the company will operate
- 3) The necessary insights into the specific sector/industry in which the company operates

This is illustrated in figure 1 below.

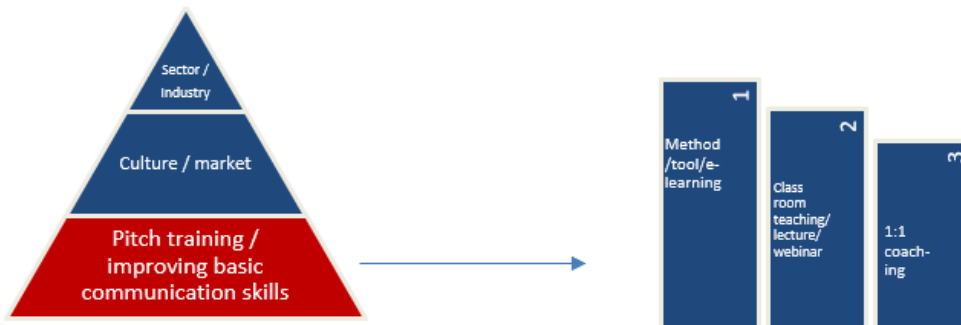


Figure 1: Three aspects of pitch training

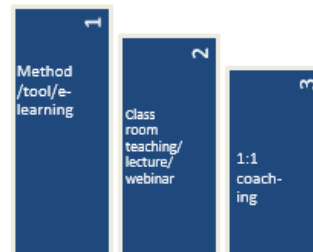


Figure 2: Three-fold delivery

The aim of this procurement seek to address the foundation of a pitch program, marked in red (figure 1). It is important that the supplier understand how this will fit into a wider context for Innovation Norway's clients. Our offices abroad will be able to provide insights into culture and industry, as an add-on to the basic pitch training provided by the supplier.

Innovation Norway want the supplier to provide a three-fold delivery, illustrated in figure 2 above.

1. A method/tool/e-learning program
2. Class room teaching/lecture/webinar
3. 1:1 guidance

The **first** deliverable – *a method/tool/e-learning program* – may be more specifically defined by the supplier. However a criteria for this deliverable is that Innovation Norway has the right to use it as a tool both for staff and for clients, without having to be dependent on the supplier. This must be a deliverable that is scalable, flexible and easy to use regardless of day and time.

The **second** deliverable – *a webinar/lecture* – will be provided by the supplier in a class room setting, either in person or online. This will typically be offered to Global Growth programs 10-20 times a year.

The **third** deliverable – *1:1 guidance* – will also be provided by the supplier either in person or online via Skype or alike. This will be a more small-scale service offered to selected clients only.

The aim of all three deliverables together is to provide clients with the basic skills needed to succeed with a pitch.

Reservations are made with regard to budgetary changes and the company's priorities affecting the execution of the competition and the contractual relationship. If the needs of the Client so dictate, another supplier may be used.

### **2.3 Part tenders**

Tendering for individual parts of the project is not permitted.

## **3 CONTRACT AND OPTION TO EXTEND**

The contract period is from the date of signing and lasts 2 years.

The Client has an option to extend the contract on the same terms by 1 + 1 years, making the total possible term of contract 4 years.

The terms of contract are included with the tender documents. The supplier must submit its tender based on the requirements and conditions of the request for tender and the contract including appendices. Upon submission of the tender, the supplier is obliged to have read and accepted the contractual obligations, including, but not limited to, the non-disclosure agreement, wages and working conditions, anti-corruption and ethical guidelines.

## **4 PROGRESS PLAN**

The Client has set out the following time frame for the process:

Activity	Date
Announcement of the competition in Doffin	25.06.2019
Deadline for submitting tenders	29.07.2019 at 12:00 noon (GMT+1)
Evaluation period with any negotiations and revised tenders	Week 30-35 (including Summer Holiday)
Selection of contractor and notification to suppliers	02.09.2019 (tentative)
Waiting period expires	16.09.2019 at 12:00 (tentative)
Signing of contract	20.09.2019
Period of validity*	3 months from the deadline for tenders

\* This means that the supplier is bound by its submitted tender until this date.

Please note that the dates after the opening of tenders are only tentative.

## **5 EXECUTION OF THE COMPETITION**

### ***5.1 Procurement procedure***

The procurement will be carried out in accordance with Act no. 73 of 17 June 2016 relating to public procurement (Public Procurement Act) and Regulation no. 974 of 12 August 2016 relating to public procurement (Public Procurement Regulation), Section II. The form of competition is an open tender competition in accordance with Sections I and II of the Regulation, cf. FOA Article 8-3, which allows all suppliers to submit tenders

### ***5.2 Dialogue***

The Client reserves the right to engage in dialogue, including clarifications and/or negotiations if this is considered appropriate following a review of the tenders. The Client will consider this following the expiry of the deadline for submission of tenders cf. Article 9-2 (3). This dialogue can involve all aspects of the tender and other received documents or information and can, for example, include clarifications and negotiations with the suppliers.

The Client may engage in dialogue with one or more suppliers. Any selection shall be made in accordance with the principle of equal treatment.

### ***5.3 Updating of tender documents***

Before expiry of the deadline for submission of tenders, the Client is entitled to carry out corrections, supplements or changes to the tender documents that are not of a significant nature.

The corrections, supplements or changes will be sent to all parties that have registered their interest in Mercell. Information that the Client gives following a request from a supplier will be sent to all other stakeholders in anonymised form. Information concerning corrections, supplements and changes will be announced electronically via the Mercell portal.

If the competition documents are revised, this will be indicated by a new version of the same document. Suppliers that have already reported their interest will also receive notice by email that changes have been made to the competition. If you follow the link in this notice, it will take you to the competition in question.

If a supplier has any questions, the supplier is encouraged to address such questions to the Client no later than six days before expiry of the deadline for submitting tenders. Inquiries shall be made via the Mercell portal.

### ***5.4 Communications***

All communication, such as questions concerning the competition documents, shall take place via the Mercell portal. This is so that all communications are logged. Once stakeholders have entered the competition page, they should choose the "Communications" tab. Click the "New Message" icon on the menu bar, enter the desired text and send the message. If the question concerns all the suppliers, the Client will respond to this in anonymised form by giving a response as additional information. Additional information is available under the

"Communications" tab and then under the "Additional Information" tab. Stakeholders will also receive an email with a link to the additional information.

## **6 SUBMISSION OF TENDERS**

The tender must be submitted electronically via the Mercell portal [www.mercell.no](http://www.mercell.no) by the deadline. Tenders must be submitted in Norwegian or in English.

The supplier should indicate whether they intend to submit a tender by clicking the "I want to tender" tab. To submit a tender, click the "Submit tender" tab.

If you are not a Mercell user or if you have any questions about the functionality of the tool, for example, how you should submit a tender, please contact Mercell Support on: +47 21 01 88 60 or via email at: [support@mercell.com](mailto:support@mercell.com)

It is recommended that the tender be sent well in advance of the deadline. If the supplier wants to change a submitted tender, this can be done by opening the tender, making changes and resubmitting the tender right up to the deadline. The most recently submitted tender is considered the final tender.

During the submission process, an electronic signature may be requested from the supplier to verify that it is the tenderer in question who has submitted the tender. An electronic signature can be obtained at [www.commfides.com](http://www.commfides.com), [www.buypass.no](http://www.buypass.no) or [www.bankid.no](http://www.bankid.no). Please note that not all BankID Mobile signatures are compatible. Test the signature well in advance of submitting your tender. Please note that it may take a few days for the delivery of an electronic signature, so this process should be initiated as soon as possible. The supplier is responsible for ensuring that the electronic signature works so that the tender is delivered within the deadline.

## **7 CONFIDENTIALITY AND PUBLIC ACCESS**

Information submitted to Innovation Norway is, in principle, public information in accordance with Article 3 of Act no. 16 of 19 May 2006 relating to the right of access to documents held by public authorities and public undertakings (Freedom of Information Act).

Exceptions to the right of access to tenders and procurement protocols may be made until the selection of a supplier has been made, cf. Article 23 (3) of the Freedom of Information Act.

The Client is subject to a duty of confidentiality regarding business affairs, cf. Act no. 130 of 19 December 2003 relating to Innovation Norway, Article 27 (1). In the event of a claim for right of access, "commercial aspects" will be redacted.

## **8 CONTENTS OF THE TENDER**

The supplier shall submit the requested information and documentation in accordance with the qualification requirements and award criteria.

## **9 REJECTION**

### ***9.1 Rejection due to formal error***

The Client is obliged to reject a supplier or tender if the conditions of Article 9-4 (1) of the Public Procurement Regulation are fulfilled. The Client can reject a supplier or tender if the conditions of Article 9-4 (2) of the Public Procurement Regulation are fulfilled.

### ***9.2 Rejection due to circumstances on the part of the supplier***

The Client is obliged to reject a supplier if the conditions of Articles 9-5 (1) and (2) of the Public Procurement Regulation are fulfilled. The Client can reject if the conditions of Article 9-5 (3) of the Public Procurement Regulation are fulfilled.

### ***9.3 Rejection due to circumstances relating to the tender***

The Client is obliged to reject a tender if the conditions of Article 9-6 (1) of the Public Procurement Regulation are fulfilled and, can reject a tender if the terms of Article 9-6 (2) of the Public Procurement Regulation are fulfilled.

## **10 SUSTAINABILITY, SOCIAL RESPONSIBILITY AND ETHICAL REQUIREMENTS**

### ***10.1 Sustainability and social responsibility***

The Client must contribute to sustainable development, including greater corporate social responsibility in Norway. The parties agree that their collaboration must be based on high ethical standards, avoid contributing to corruption, violations of human rights, and poor working conditions, and have no deleterious effects on local communities and the environment. The Client expects its customers and partners to have guidelines for ethics and corporate social responsibility in their enterprises.

### ***10.2 Anti-corruption***

The Client has a zero tolerance policy for corruption, and its anti-corruption policy applies to all of the company's contracted consultants and suppliers. Corruption encompasses a wide range of activities where the purpose is to obtain illegal advantages. Examples of corruption include bribery, improper gifts and favouritism, kickbacks and facilitation payments.

### ***10.3 Consequences***

The Client is entitled to terminate the contractual relationship with immediate effect if serious violations of the above are identified.

## **11 PROCESSING OF PERSONAL DATA**

If the delivery requires the supplier to process personal data on behalf of the Client, this shall be conducted in accordance with Act no. 31 of 14 April 2000 relating to the processing of personal data (Personal Data Act). The supplier must ensure that the processing complies with the regulatory requirements. The supplier shall perform the role of processor and the Client shall be the controller, cf. Article 15 of the Personal Data Act. If required, a Data Processing agreement shall be entered into.



## **12 THE EUROPEAN SINGLE PROCUREMENT DOCUMENT (ESPD) form**

### **12.1 General information concerning the ESPD**

As preliminary documentation of the fulfilment of qualification requirements and that there are no grounds for rejection, the supplier must submit an ESPD form. The ESPD form must be submitted in Mercell.

### **12.2 National grounds for rejection**

In Section III of the ESPD form, the supplier must confirm that there are no grounds for rejection. The Norwegian procurement rules go beyond the grounds for rejection stated in the EU directive on public procurement and in the standard ESPD form. It should therefore be noted that all the grounds for rejection contained in Article 24-2 of the Procurement Regulation are applicable to this competitive tender, including the grounds for rejection that are purely national.<sup>1</sup>

## **13 QUALIFICATION REQUIREMENTS**

### **13.1 Documentation of fulfilment of qualification requirements**

To confirm that the qualification requirements are met, the supplier must in *Section IV of the ESPD form: Qualification requirements a: Overall statement of compliance with all qualification requirements*, declaring that the specified qualification requirements are met by answering YES, alternatively NO, and additionally adding YES or NO in the comments field in Mercell. It is noted that the declaration of compliance with requirements applies to all specified qualification requirements.

Compliance documentation will be submitted by the supplier awarded a contract prior to the signing of the contract. The Client may still require documents to be submitted at each stage of the process.

Where it is stated in the tender documentation that qualification requirements must be documented (e.g. reference projects), the documentation should be uploaded in Mercell as separate attachments.

### **13.2 The qualification requirements for this competition**

The following qualification requirements apply to this competition:

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<sup>1</sup> The national grounds for rejection include requirements for the Client to reject suppliers who have been penalised for the specified criminal offences, cf. Article 24-2 (2) of the Public Procurement Regulation, and if the supplier has made serious errors that could result in doubts about the supplier's professional integrity, cf. Article 24-2 (3) of the Public Procurement Regulation i).

<b>Requirements – tax and VAT</b>	<b>Documentation requirements</b>
The supplier's affairs must be in order with regard to the payment of tax and value added tax.	<ul style="list-style-type: none"> <li>• Certificate of tax and value added tax.</li> </ul> <p>The certificate must not be older than 6 months, calculated from the tender deadline.</p> <p>Foreign suppliers must submit certificates from authorities that are equivalent to the Norwegian authorities. To be documented when completing the ESPD.</p>
<b>Requirements – organisational and legal position</b>	<b>Documentation requirements</b>
The supplier must be a legally established enterprise.	<ul style="list-style-type: none"> <li>• Norwegian companies: Certificate of registration</li> <li>• Foreign companies: Documentation that the company is registered in a trade register/business register in accordance with the national requirements of the country in which the supplier is established.</li> </ul> <p>To be documented when completing the ESPD.</p>
<b>Requirements – professional qualifications</b>	<b>Documentation requirements</b>
The supplier must have relevant skills and experience from similar assignments/deliveries.	<ul style="list-style-type: none"> <li>• The supplier must provide a brief description of the company's relevant competence for the implementation of the assignment. No CVs should be submitted during this phase of the competition.</li> <li>• The supplier will give details of 3 relevant reference projects with a brief description of each assignment, its duration, its value and reference persons. Reference persons may be contacted, if deemed appropriate.</li> </ul> <p>The description/report will be put in a separate document and uploaded to Mercell.</p>

### ***13.3 Requirements in the event of joint participation***

If several suppliers jointly participate in the competitive tender, separate self-declaration forms (ESPD) must be provided.

### ***13.4 Requirements when using subcontractors***

Tenderers must state whether they intend to use subcontractors to fulfil the assignment/delivery. If subcontractors are to be used, it must be specified in Section II, Item D of the ESPD form. The form must show the name and the organisation number of the subcontractor(s) and what parts of the delivery that each subcontractor will perform.

If the tenderer needs the support of a subcontractor to satisfy the qualification requirements, this must be specified in Section II, Item C of the ESPD form. In addition, the tender must include a declaration of commitment by the subcontractor in which they

undertake to provide sufficient capacity for any contract, cf. Article 16-10 (2) of the Public Procurement Regulation, and the subcontractor in question must submit their own separate ESPD form, cf. Article 17-1 (6) of the Public Procurement Regulation.

**14 AWARD CRITERIA**

**14.1 Award criteria**

The contract will be awarded on the basis of which tender has the best ratio between price or cost and quality, based on the following criteria:

Criterion	Weighting	Documentation requirements
<b>Price</b>	20%	The total price of the project must be quoted based on the requirements in the Scope of Work. Any reservations must be clearly described.
<b>Project solution</b>	50%	The supplier must describe its understanding of the project and how the project will be resolved according to the Scope of Work. The criteria will be scored on design, functionality and flexibility.
<b>Expertise and experience in the tendered resource(s) and the team's composition</b>	30%	The supplier shall provide a CV for the resource(s) with a description of experience, expertise and previous relevant assignments. The team's composition shall be described. All important sub-contractors should be listed.

**14.2 Awarding of points and weighting model**

A points scale of 1 to 10 points will be used, where 10 points will be awarded to the best response for a given award criterion and a relatively lower point score to the remaining tenders. A straight line calculation method will be used for calculating the point score for the criterion Price. Weighting shall be in accordance with the table above.