



**NRK MA-3227/19E**  
**SERVICE DESK**  
**AND CLIENT**  
**SERVICES**

TENDER PROVISIONS

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## 1 INTRODUCTION

The Norwegian Broadcasting Corporation Ltd., subsequently named NRK, invites qualified and selected contenders to participate in a negotiated procedure to offer a complete service contract for Service Desk and Client Services.

Please refer to the Qualification basis for a description of background information, purpose and scope of the procurement, including areas of critical importance.

The purpose of this procurement is to enter into a service contract with one financially solid and otherwise competent Contractor for Service Desk and Client Services as well as related services in order to provide NRK with a simplified, robust and future-proof solution that can be flexible over time and at the same time reduce risk and cost.

The scope of the procurement is based on the current needs, organisational structure and offices, and may be subject to changes or adjustments as new services may be subject for inclusion in the services required. Changes in NRK's organisational structure may also affect the agreement.

## 2 TENDER DOCUMENTS

The basis for the negotiated procedure consists of this Tender Provisions and general contract terms with appendices. The contract terms will be based upon the Norwegian Government's Standard Terms and Conditions for Operational Services Agreement (SSA-D). The Contractor must also sign a Data Processor Agreement (template attached) and the attached Bridging Agreement.

The Tender documents consist of the following parts and documents:

*Table 1: Overview of tender documents*

Part	Document
I	Tender Provisions (this document)
II	General contract terms; Agreement governing the Operational Services Agreement (SSA-D 2018)
III	Appendices to SSA-D <ul style="list-style-type: none"> <li>• Appendix 1: Customer requirements specification               <ul style="list-style-type: none"> <li>○ Attachment 1 - IT-instruks for NRK</li> <li>○ Attachment 2 - Grunnprinsipper for informasjonssikkerhet i NRK</li> <li>○ Attachment 3 - Glossary</li> <li>○ Attachment 4 - Individual task descriptions</li> <li>○ Attachment 5 - Main wage scale (hovedlønnstabell)</li> <li>○ Attachment 6 - Collective bargaining agreement (tariffavtale)</li> <li>○ Attachment 7 - Collective agreement part B (overenskomststvtalen del B)</li> </ul> </li> <li>• Appendix 2: Contractor solution specification</li> <li>• Appendix 3: Description of what is to be operated               <ul style="list-style-type: none"> <li>○ Attachment 1 - Overview of client portfolio</li> <li>○ Attachment 2 - Overview of software</li> </ul> </li> <li>• Appendix 4: Project and progress plan for the establishment phase</li> </ul>

Part	Document
	<ul style="list-style-type: none"> <li>• Appendix 5: Service level with standardised compensations</li> <li>• Appendix 6: Administrative provisions <ul style="list-style-type: none"> <li>◦ Attachment 1 - Self-declaration wages and working conditions</li> </ul> </li> <li>• Appendix 7: Total price and pricing provisions <ul style="list-style-type: none"> <li>◦ Attachment 1 - Price sheet</li> </ul> </li> <li>• Appendix 8: Changes to the general contractual wording</li> <li>• Appendix 9: Changes subsequent to the conclusion of the Agreement</li> <li>• Appendix 10: Standard terms and conditions for third-party deliveries</li> </ul>
IV	Data Processor Agreement (template) Bridging Agreement

### 3 ADMINISTRATIVE PROVISIONS

#### 3.1 Contract notice

The procurement is publicly announced at [www.mercell.no](http://www.mercell.no) (reference NRK-MA3227/19E), [www.doffin.no](http://www.doffin.no) and at TED ([www.ted.publications.eu.int/official](http://www.ted.publications.eu.int/official)).

#### 3.2 Procurement procedure

This public procurement is conducted as a negotiated procedure in accordance with the Norwegian Act on public procurement of June 17, 2016 (LOA) and the Regulations on Public Procurement No. (FOA) FOR 2016-08-12-974, section I and III - above the EU threshold values. NRK reserves the right to reduce the number of proposals to be subject to negotiation. A reduction might take place before the negotiations start, or after each of the negotiation stages. Contenders are expected to possess the necessary knowledge of the general public rules and regulations applicable to the public-sector purchases in Norway and the EU. Any omission or mistake in any way whatsoever with reference to this does not give the contender any right to an additional claim.

#### 3.3 Time Schedule

The procurement is scheduled to be completed in accordance with the tentative and high-level time schedule as provided in the table below.

Table 2: Time schedule

Milestone/activity	Date
Notification of the result of the qualification and selection. Distribution of the Tender Basis to qualified and selected contenders	September 25, 2019
Closing date for submitting questions concerning the tender documents	October 15, 2019
Closing date for submitting written tender proposal	October 25, 2019 at 12 noon CET
Initial evaluation	Week 45, 2019

Initial negotiations	Week 47/48, 2019
Closing date for submitting revised proposals	Week 49, 2019
Evaluation of revised proposals	Week 51, 2019
Final negotiations	Week 2/3, 2020
Closing date for submitting final proposals	Week 4, 2020
Evaluation of final proposals	
Contract Award Notification	Week 5, 2020

NRK reserves the right to carry out more negotiations if needed.

The contract will be signed after the expiry of the standstill period following the contract award notification.

### 3.4 Communication regarding the procurement

This procurement process is managed in the Mercell portal. The contenders will gain access through the portal to download qualification and competition documents, as well as to conduct other correspondence concerning the acquisition and submit an application for participation. Any questions regarding the qualification basis and other matters concerning the procurement process should only be addressed through the Mercell portal's communications module. Inquiries should be labelled "MA3227/19E" in the subject field.

Other inquiries cannot be expected to be answered.

Incoming questions will be reviewed and answered in a general and anonymous manner, and will successively be distributed via the Mercell portal, where e-mail notification will be submitted to the contact person registered, not later than the date described in the timetable above.

For further assistance regarding use of the portal, please contact Mercell support at [support@mercell.com](mailto:support@mercell.com) / +47 21 01 88 60 / +47 21 01 88 00.

### 3.5 Confirmation of intent to participate

Contenders are asked to confirm the successful download of the Tender documents and inform NRK whether they intend to participate in the competition. This should be communicated through the Mercell portal by using the "I want to submit an offer" button.

### 3.6 Language

The tender and all written communication for this tender competition shall be written in English or Norwegian.

### 3.7 Guidelines for responding to requirements

NRK requires the contender to respond to *all* the requirements listed in the appendices. The responses to each requirement describe the offered solutions in a way that makes it possible to assess to what extent the fulfilment is suitable for NRK's needs.

NRK requests that responses to the Customer Requirement Specifications be kept concise in relation to what contenders are asked to describe; although still as complete and as transparent as possible. Extensive use of references to brochures or other general information where NRK has to search for the necessary information should be avoided. Similarly, any links to external websites will not be taken into consideration.

Please also refer to SSA-D Appendix 1, Chapter 1 for more detailed instructions on how to fill out the requirements tables. Please do also note that the requirements classification overrules any inconsistencies with respect to the use of “must”/”shall”/”should” in the requirements description.

### **3.8 Confidentiality and freedom of information**

All Contenders have a duty of confidentiality related to this tender. This obligation relates to any information about the Customer, the Customer’s systems or other issues that they may become aware of, pursuant to the Norwegian Public Administration Act of 10 February 1967 § 13.

NRK and its employees undertake to prevent others from gaining access to or knowledge of information on the Contenders, the Contenders’ systems or other issues the Customer may become aware of in connection with this tender. However, please note that in accordance with the Norwegian Freedom of Information Act of 19 May 2006 § 23 (3), the public can request access to information in all tenders after the contract is awarded.

NRK may exempt information considered as trade secrets and other matters of competitive significance, ref. the Norwegian Freedom of Information Act § 13.1 cf. Norwegian Public Administration Act § 13.1.2. Hence NRK reserves the right to request a censored version of proposals submitted if an access request is received.

### **3.9 Cancellation of the competition and complete call off**

NRK reserves the right to cancel the competition and/or reject all tenders in accordance with FOA § 25-4.

## 4 THE STRUCTURE AND THE CONTENT OF THE TENDER

### 4.1 Tender documents

The tender should contain the following parts and documents:

Table 3: Overview of tender content

Part	Description
1.	<p><b>Signed Cover letter (scanned letter with signature), containing:</b></p> <ul style="list-style-type: none"> <li>a. Full name and address, and complete contact information for the Contractor, including contact information for the person responsible for the application.</li> <li>b. Information of which parts of the delivery any subcontractors/partners are intended to be used</li> <li>c. Client name and contact information for the two most relevant reference projects delivered by the proposed personnel along with a brief description of why the references are assumed to be of relevance for this delivery.</li> <li>d. The Contractor's statement for their understanding of section 3.8 above.</li> <li>e. Confirmation of abidance period, c.f. section 4.5 below.</li> <li>f. Signature by an authorized person.</li> </ul>
2.	<p><b>All tender documents, <i>including attachments</i>, in relation to the establishment and operation of the service (SSA-D) listed below are to be submitted as part of the contestants' proposal:</b></p> <ul style="list-style-type: none"> <li>• Appendix 2: Contractor solution specification</li> <li>• Appendix 4: Project and progress plan for the establishment phase</li> <li>• Appendix 5: Service level with standardised compensations</li> <li>• Appendix 6: Administrative provisions</li> <li>• Appendix 7: Total price and pricing provisions</li> <li>• Appendix 8: Changes to the general contractual wording</li> <li>• Appendix 10: Standard terms and conditions for third-party deliveries</li> </ul>

### 4.2 Submission of the tender

The tender shall only be delivered electronically via the Mercell portal no later than the tender deadline as stated in section 3.3 above. No paper copies are needed. Please note that the Mercell portal will close at delivery deadline.

All electronic tender documents must be labelled as follows:

<MA-number>\_<short name of document>\_<short name of Tenderer>

Example: "MA3227\_Cover letter\_Contender name" and "MA3227\_Appendix 2\_ Contender name" and so forth.

For avoidance of errors in the above-mentioned files, and to help NRK to see the entire proposal layout the way it is intended from the contender's point of view, we **both** want to receive the above files in its **original format** (e.g. word, excel) individually plus one (1) **searchable** PDF-binder containing all the individual files.

According to the Norwegian public procurement regulation only e-signatures issued in accordance with a national Requirement Specification by certification service providers registered with the Norwegian Post and Telecommunications Authority are accepted.

**IMPORTANT:** The contenders will not be required to sign the submission electronically, but please remember to submit a signed and scanned copy of your cover letter.

For further assistance, please contact Mercell support at [support@mercell.com](mailto:support@mercell.com) / +47 21 01 88 60 / +47 21 01 88 00.

### 4.3 Alternative tenders

As stated in the public notice it is not permitted to submit alternative tenders. Alternative tenders will be rejected.

### 4.4 Amendment and withdrawal

Tenders may be withdrawn or amended up to the expiry of the deadline for tenders. Amended tenders are to be regarded as new tenders, which must be constructed in compliance with the tender requirements as specified above.

### 4.5 Abidance period

The period during which the bid shall be valid is set to three months from the submission deadline. For avoidance of doubt the abidance period restarts at any new submission (revised and final bid).

## 5 EVALUATION

This chapter contains an overview of how received bids will be evaluated.

### 5.1 Rejection of tenders

Possible rejection questions will be assessed in accordance with the regulation on public procurement Ch. 24. NRK particularly emphasizes the obligation to reject proposals containing substantial reservations to the contract terms and major deviations from the specifications and other parts of the Tender documents.

Any deviation from requirements will be evaluated with regards to several aspects, amongst others; how substantial the deviation is, the importance of the subject the deviation relates to, the consequences for NRK and the influence on the competitive situation between the Contenders. Furthermore, an overall assessment of discrepancies might force NRK to reject a tender in order to obtain the purpose of this contract and that the total solution is comparable amongst the contenders.



## 5.2 Award Criteria

The evaluation including any reductions described in chapter 3.2 above will be based on the award criteria as set out below.

The contract will be awarded to the contender presenting the economically most advantageous offer based upon the evaluation of the final offers submitted after the conclusion of the final negotiations. The high-level award criteria are listed below.

Table 4: Award criteria

Award Criteria	Weight	Sub-criteria/description
Total Quality	70 - 80 %	<p><b>1. Service Solution Quality and Performance</b> (Appendix 2, 5 and 6); with particular emphasis on:</p> <ul style="list-style-type: none"> <li>• Service Quality (ref. chapters 2.1 and 2.3 in Appendix 1)</li> <li>• Operational Quality – proposed SLA (Appendix 5)</li> <li>• Competence profile and personnel provided, including the composition and maintenance of competence (Appendix 6)</li> </ul> <p><b>2. Understanding of the assignment (both holistic and per service category)</b></p> <p><b>3. Project Delivery Quality</b> (Appendix 4); with particular emphasis on:</p> <ul style="list-style-type: none"> <li>• Detailed process specification, implementation plan, methodology, reduction of risk, competence and delivery team during transition period</li> </ul>
Total cost	20 - 30 %	<b>Total cost for all required services, including project implementation and subsequent service delivery over <i>five years</i> from the date of delivery. In addition, relevant services from the service catalogue and rate cards for consultant services will be included</b> (Appendix 7)

### 1.1.1 Interview and key personnel references

NRK reserves the right to interview the Contractor's key personnel during the negotiations as well as to contact clients' references described in the Cover letter, cf. Clause 4.1. The objective is to assess the offered personnel's competence, task comprehension and generally suitability. The interview and reference checks will be documented and assessed under the award criteria quality.

### 1.1.2 Previous client references

Previous client references may be contacted by NRK in order to verify quality aspects of previous deliveries. Thus, the result from such reference verifications may be used as supplementary inputs for all aspects of the quality evaluation.

It is emphasized that any evaluation of previous client references in the award evaluation differ from the evaluation of previous experience in the eligibility evaluation, as the references will be evaluated as an expression for anticipated quality related to the contract object.

### 1.1.3 Practical tests

The offered personnel may be invited to undertake practical on-site tests to highlight how they may realistically perform when given realistic tasks in an NRK environment. Such tasks may be presented to individuals and/or as a group. The test will be documented and assessed under the award criteria quality.

### 1.1.4 Reservations and prerequisites

The Customer will evaluate the extent and impact of possible reservations against the general contract terms, as well as other reservations and prerequisites from the contender, including required changes in the Customer's technical platform. These will be evaluated under the award criteria "Total Price" if the reservations/prerequisites are considered to have an economic value or consequence, and equivalently under the Quality award criteria if they have implication for those.