



**THE NORWEGIAN ARMED FORCES**  
The Norwegian Defence Logistics Organisation

---

2020017974

Assured Access Contract (AAC) regarding Strategic Sealift

Part 1 – Conduct of the procurement

Negotiated Procedure  
(The Public Procurement Regulation part I and III)

## Table of Contents

<b>1. INTRODUCTION .....</b>	<b>4</b>
1.1 ABOUT THE CONTRACTING AUTHORITY.....	4
1.2 USER .....	4
1.3 PURPOSE OF THE PROCUREMENT.....	4
1.4 SCOPE OF THE PROCUREMENT .....	4
1.4.1 BRIEF DESCRIPTION OF THE SCOPE OF PROCUREMENT .....	5
1.5 TYPE OF CONTRACT .....	5
1.6 DURATION .....	5
1.7 EXCLUSIVITY .....	5
1.8 THE STRUCTURE OF THE TENDER DOCUMENTATION .....	5
<b>2. CONDUCT OF THE PROCEDURE .....</b>	<b>6</b>
2.1 PROCUREMENT PROCEDURES .....	6
2.2 TENDER NOTICE .....	6
2.3 IMPORTANT DATES.....	6
2.3.1 PROGRESS PLAN .....	6
2.4 COMMUNICATION, QUESTIONS ABOUT THE TENDER DOCUMENTATION AND ADDITIONAL INFORMATION .....	7
2.5 CORRECTION, SUPPLEMENTING AND/OR AMENDMENTS TO THE TENDER DOCUMENTATION .....	7
<b>3. ADMINISTRATIVE PROVISIONS .....</b>	<b>8</b>
3.1 LANGUAGE .....	8
3.2 SECURITY.....	8
3.2.1 PROTECTIVE SECURITY SERVICES .....	8
3.2.2 SECURITY CLEARANCE .....	8
3.2.3 SECURITY CLASSIFICATION .....	8
3.2.4 VISIT PERMITS.....	9
3.3 PUBLIC ACCESS TO DOCUMENTS AND CONFIDENTIALITY .....	9
3.4 CODE OF ETHICS AND GENERAL REQUIREMENTS FOR THE CASE HANDLING .....	9
3.5 THE CONTRACTOR'S COSTS RELATING TO PARTICIPATION IN THE TENDER .....	9
3.6 DEVIATIONS FROM THE TENDER DOCUMENTATION AND EXCLUSION .....	9
<b>4. THE EUROPEAN SINGLE PROCUREMENT DOCUMENT (ESPD) -ELECTRONIC SELF- DECLARATION FORM.....</b>	<b>10</b>
4.1 GENERALLY ABOUT ESPD .....	10
4.2 NATIONAL EXCLUSION GROUNDS .....	10
4.3 QUALIFICATION REQUIREMENTS .....	10
4.3.1 GENERAL.....	10
4.3.2 RELIANCE ON THE CAPACITY OF OTHER ENTITIES .....	11
4.3.3 REGARDING REQUIREMENTS FOR THE CONTRACTORS' ECONOMIC AND FINANCIAL CAPACITY.....	11
<b>5. QUALIFICATION .....</b>	<b>11</b>
5.1 IMPLEMENTATION OF THE QUALIFICATION PHASE .....	11
5.2 REQUIREMENTS OF QUALIFICATION .....	11
5.2.1 THE SUPPLIER'S ORGANIZATIONAL AND LEGAL POSITION .....	11
5.2.2 REQUIREMENTS TO TECHNICAL AND PROFESSIONAL QUALIFICATIONS.....	13
<b>6. SUBMISSION AND REQUEST FOR PARTICIPATION IN THE TENDER.....</b>	<b>13</b>
6.1 SUBMISSION OF REQUESTS.....	13
6.2 STRUCTURE OF THE REQUEST.....	13
6.3 REQUEST FOR PARTICIPATION IN THE ENTIRE OR PARTS OF TENDER.....	13
<b>7. CLOSING OF THE QUALIFICATION PHASE .....</b>	<b>14</b>
7.1 NOTICE OF EXCLUSION AND REJECTION .....	14
7.2 DEADLINE FOR REQUEST FOR INTERIM INJUNCTION .....	14
<b>8. TENDER .....</b>	<b>14</b>
8.1 INVITATION TO SUBMIT A TENDER .....	14
8.2 AWARD CRITERIA.....	14
8.3 ASSESSMENT .....	15
8.3.1 ASSESSMENT MODEL.....	15
8.3.2 THE BASIS FOR ASSESSMENT .....	15
8.3.2.1 AWARD CRITERIA 1: TOTAL COST.....	15
8.3.2.2 AWARD CRITERIA 2: TECHNICAL AND FUNCTIONAL SOLUTION .....	15
8.3.2.3 AWARD CRITERIA 3: ASSURED ACCESS .....	16
8.3.3 CONDUCT OF THE NEGOTIATIONS .....	16
<b>9. SUBMISSION AND PREPARATION OF TENDER .....</b>	<b>17</b>
9.1 SUBMISSION OF TENDER.....	17
9.2 TENDER STRUCTURE .....	17

2020017974 - Assured Access Strategic Sealift  
Part 1 – Conduct of the procurement

9.3 PARALLEL AND ALTERNATIVE TENDERS (VARIANTS) ..... 18  
**10. CONCLUSION OF THE TENDER..... 18**  
10.1 TAX CERTIFICATE ..... 18  
10.2 NOTIFICATION OF AWARD AND STANDSTILL PERIOD..... 18  
10.3 CANCELLATION OF THE TENDER ..... 19

## 1. Introduction

### 1.1 About the Contracting Authority

This procurement is conducted by The Norwegian Armed Forces, represented by the Norwegian Defence Logistics Organisation, hereinafter referred to as NDLO or «the Contracting Authority».

The Norwegian Armed Forces' responsibility is to defend Norway and Norway's values and interests. For more information, please see [www.forsvaret.no](http://www.forsvaret.no). NDLO serves to strengthen the Norwegian Armed Forces' combat ability and perseverance by way of effective logistics, and is responsible to deliver fully operative equipment as quickly and effectively as possible. NDLO Strategic Procurements are responsible for framework agreements and the purchase of goods and services for the entire Norwegian Armed Forces. The department enters into new, and administers existing contracts and agreements with contractors in Norway and internationally.

NDLO is a professional services company with approximately 2000 employees. The organisation is divided into divisions within maintenance, supply and procurements.

### 1.2 User

The Contracting Authority shall enter into this agreement on behalf of the Ministry of Defence (NOR MoD) with the subordinate agencies.

The Ministry of Defence's subordinate agencies are currently:

- The Norwegian Armed Forces
- The Norwegian Defence Materiel Agency (NDMA)
- The Norwegian Defence Research Establishment (FFI)
- The Norwegian Defence Estates Agency (NDEA)

The NDLO may allow a NATO or EU body or organization to manage the activation of the contract and/or coordinate the call off on behalf of other participating NATO or EU countries.

### 1.3 Purpose of the procurement

The procurement's main objective is to provide a strategic sealift capability for NATO's Response Force, the aim being to ensure that such capacity always is available to the alliance and its member states. The procurement will therefore be a contribution to international operations undertaken primarily by NATO.

The NDLO may choose to activate the Contract to make the Strategic Sealift capacity available to any other NATO nation. In addition, the capacity could be made available to EU nations that are not members of NATO.

### 1.4 Scope of the procurement

The scope of delivery is defined in detail in Contract Provisions, Annex A – Technical Specification, including Annex A-1 – A-3, and Annex C - Assured Access Plan with Annexes C-1.

#### 1.4.1 Brief description of the scope of procurement

The NDLO is acquiring a medium to large sized Ro-Ro vessel (i.e. approximately 2000-3000 lane meters).

The estimated value for the assured access contract is EUR 1 000 000 – EUR 2 000 000, ex. VAT. The estimate has been based on historic figures and/or expected future expenditure.

The estimate does not entail any purchase or activation obligations. The actual amount depends on the user's and NATO's shifting needs during the term of the Contract, and the needs to activate the Contract. These needs may in particular vary depending on exercises, drafts etc. during the term of agreement.

#### 1.5 Type of contract

For the assignment, an assured access contract (AAC)/ 'dormant contract' shall be entered into with one contractor.

#### 1.6 Duration

The duration of the Contract is 2 years, which may be prolonged at the Contracting Authority's sole discretion for 1 + 1 year. The maximum duration of the Contract including options is 4 years.

#### 1.7 Exclusivity

The Contract does not confer any exclusive right on the Contractor to supply the services covered. The Contracting Authority reserves the right to enter into contracts with other contractors when the Contracting Authority finds this practical.

#### 1.8 The structure of the tender documentation

The tender documentation consists of two parts:

##### **Part 1** Instructions to Bidder

Part 1 contains the procedural rules that describe the procedure of the tender, and the documents attached to the implementation of the first phase of the tender, the qualification phase. Part 1 consists of the following documents:

The main document	Conduct of the procurement / Invitation to tender (this document)
Annex 1	Declaration of commitment
Annex 2	Self-declaration of ethical commitment
Annex 3	Caution, duty of non-disclosure and conflict of interest
Annex 4	Self-declaration qualification requirements
Annex 5	Request for visit (template)
Annex 6	Guide for clearance of foreign citizens visiting Norway
Annex 7	Deviation from the tender documentation

The documents included in this Part I shall be considered to form part of the Contract where relevant.

## Part 2 Draft Contract and templates

Part 2 is a draft Contract including technical requirements, and templates for documents to be used by the contractors during the second phase of the tender, the tender phase. The Bidder shall base its Tender on the requirements, terms and conditions stipulated in these documents. Part 2 only applies to the contractors that are invited to submit tenders, cf. clause 2.1. The following documents fall within part 2:

Form 5101	Front page of the contract with signatures
	Draft General Contract provisions
	BIMCO GENTIME General Time Charter Party
Annex A	Technical Specification
Annex B	Pricing and Payment Conditions
Annex C	Assured Access Plan
Annex D	Flag State and military guards
Annex E	Administrative provisions
Annex F	Contractor's social responsibility
Annex G	Offer Letter (template)
	<i>Other Annexes according to the list of annexes as specified in the draft contract</i>

## 2. Conduct of the procedure

### 2.1 Procurement procedures

This procurement is conducted in accordance with the Act and Regulation on public procurement; the Act of 17 June 2016 no. 73 (the Public Procurement Act) and the Regulation laid down by royal decree of 12 August 2016 no 974 (the Public Procurement Regulation).

The procurement is conducted according to the procedure "negotiated procedure" according to Section 13-1 second paragraph of the Public Procurement Regulation. This is a procedure consisting of two phases starting with this qualification phase (phase 1). All interested contractors have the opportunity to submit a request to participate in the tender. The qualified contractors will be invited to submit their tender in the next phase of the procedure (phase 2), see clause 8. For further information about the negotiations, see clause 8.3.3.

### 2.2 Tender notice

The procurement is published in Doffin ([www.doffin.no](http://www.doffin.no)) and Tender Electronic Daily (TED) (<http://www.ted.europa.eu>)

### 2.3 Important dates

#### 2.3.1 Progress plan

The Contracting Authority plans to conduct the procurement in accordance with the progress plan below.

Please note that the progress plan is tentative, and that the Contracting Authority may make adjustments during the process. **Tenders that are submitted too late will be rejected.**

PHASE	ACTIVITY	DATE
1	Publication of notice in Doffin/TED	23.06.2020
1	Deadline for questions in the qualification phase	14.07.2020
1	<b>Deadline to submit requests for participation</b>	<b>23.07.2020 kl. 00:00</b>
1	Evaluation of requests for participation	Week 30
1	Submission of tender invitations and information about evaluation results to potential surplus contractors	24.07.2020
2	Deadline for questions in the tender phase	10.08.2020
2	<b>Deadline for submission of tenders</b>	<b>19.08.2020 kl. 12:00</b>
2	Evaluation of tenders and negotiations	Week 34- 35
2	Contract award	Week 36
2	Expiry of the standstill period	Week 37-38
2	Signing of contract	Week 39
2	<b>Tender acceptance period</b>	<b>15.12.2020 kl. 12:00</b>

#### 2.4 Communication, questions about the tender documentation and additional information

All communication in the procurement process period shall take place via Mercell.

In the tender in Mercell, please choose the folder «communication». Click on the icon «new message» in the menu. Write the question/information and click «send». The Contracting Authority will then receive the question/information.

Any questions from contractors about the tender documentation must be submitted within the deadline stated in clause 2.3.1.

All questions will, well ahead of the expiry of the deadlines to submit requests and tenders, be answered anonymously and made available as additional information for all those who have notified their interest in Mercell/the contractors that are invited to submit tenders. Additional information is available under the folder «communication» and then under the folder «additional information». Contractors that have already notified their interest will also receive a message via e-mail if additional information is provided in the tender. The contractor can then follow the link in the message to reach the relevant tender.

#### 2.5 Correction, supplementing and/or amendments to the tender documentation

Within the expiry of the tender period, the Contracting Authority is entitled to make corrections, supplements and amendments to the tender documentation that are not substantial. Corrections, supplements or amendments to the tender documentation in phase 1 will immediately be sent out to all contractors that have notified their interest via Mercell. In phase 2, corrections, supplements or amendments will be sent to the invited contractors.

Information about corrections, supplements and amendments are published electronically via Mercell.

If you discover an error in the tender documentation, please notify the Contracting Authority via the communication module in Merccell.

### **3. Administrative provisions**

#### **3.1 Language**

All written and oral communication relating to this tender shall be in Norwegian or English. The language requirement also applies to the actual tender.

#### **3.2 Security**

##### **3.2.1 Protective Security Services**

Contractor is obliged to adhere to the Contracting Authority's guidance regarding protective security services. Reference is made to the Norwegian Act relating to Protective Security Services (the Security Act) from 01 June 2018 no. 24 with affiliated regulations.

##### **3.2.2 Security clearance**

The Contractor's personnel who is to provide assistance under the relevant Contract must be able to be authorised for level: KONFIDENSIELT/NATO CONFIDENTIAL.

When requested by the Contracting Authority, the Contractor's key personnel who are involved with any delivery under this Contract must be able to get security clearance up to KONFIDENSIELT/NATO CONFIDENTIAL, cf. the Security Act chapter 8. The Contracting Authority may require personnel who cannot obtain security clearance to be substituted for the performance of the contract, please refer to Clause 11.9 of the General Contracting Provisions.

##### **3.2.3 Security Classification**

###### **3.2.3.1 Security Agreement**

If the security classification regarding any part of this contract changes during the term of the contract, the Contracting Authority may request the Contractor to enter into a separate Security Agreement with the Contracting Authority, cf. the Security Act § 9-2, depending on the level of the security classification.

###### **3.2.3.2 Owner's clearance**

If the security classification regarding any part of this contract changes during the term of the contract, the Contracting Authority may request the Contractor to obtain a security clearance, cf. the Security Act § 9-3, depending on the level of the security classification. In case of a foreign contractor, approval under [Virksomhetssikkerhetsforskriften] Section 84 is also required.

For more information, reference is made to the Norwegian National Security Authority's (NSM) websites:

<https://nsm.stat.no>

and

<https://nsm.stat.no/publikasjoner/skjema/>

Applicable laws and regulations can be downloaded from the following website:

<http://www.lovdatabasen.no>



### **3.2.4 Visit permits**

The contractor is responsible to obtain the necessary visit permits and security clearances for their participation in meetings and inspections in military zones.

Any foreign citizens must submit Annex 5 – Request for Visit via their respective embassies to the Norwegian Defence Staff. Annex 5 – Request for Visit must be filled in in accordance with Annex 6 – Guide for clearance of foreign citizens visiting Norway.

### **3.3 Public access to documents and confidentiality**

For the general public's access to documents relating to a public procurement, the Freedom of Information Act and the non-disclosure regulation in the Public Administration Act apply.

The contractors must submit one copy of the request for participation and/or the tender where the contractor censors what the contractor considers to be trade secrets according to Norwegian law. Examples of such confidential information is information about employees, reference descriptions, information about collaborating partners, unit prices, man-hour rates, etc.

In connection with requests for access to information, the Contracting Authority must independently of the view of the contractor, assess whether the information is of such a nature that the Contracting Authority is obliged to give access.

The contractors shall protect information of a confidential nature, which is made available to them in connection with the procurement.

### **3.4 Code of ethics and general requirements for the case handling**

Employees in the defence sector and contractors participating in the tender shall act in accordance with good business practice and ensure a high business ethical standard in their case handling in all phases of the procurement process.

A further review on this appears from Part 1 Annex 2 – Ethic self-declaration form, Part 1 Annex 3 – Caution, duty of non-disclosure and conflict of interest, and Part II Annex F – Contractor's social responsibility. By submitting tenders, the contractor confirms that Part 1 Annex 2 and 3 and Part II Annex F are read and accepted, and that any information according to Part 1 Annex 2 section 3 appears from the tender.

### **3.5 The contractor's costs relating to participation in the tender**

Costs incurred by the contractor in connection with the preparation, submission or follow-up of the request for participation, the tender or the procurement process in other respects, will not be refunded. Participation in this procurement process will not in any way commit the Contracting Authority to enter into contract with the contractor, or impose any type of economic obligations upon the Contracting Authority towards the contractor.

### **3.6 Deviations from the tender documentation and exclusion**

Any deviations shall be specified accurately and clearly in Part 1 Annex 7 – Deviations from the Tender Documentation. Deviations must appear in this document in order to be invoked by the contractor. The specification of deviations must refer clearly to the relevant Annex and clause in the tender documentation. The contractor must specify clearly the consequences of such deviations for the service, price and/or other circumstances in the tender.

The Contracting Authority requests that the contractors familiarise themselves with the exclusion principles in chapter 24 of the Public Procurement Regulation.

## **4. The European Single Procurement Document (ESPD) -electronic self-declaration form**

### **4.1 Generally about ESPD**

The contractor shall submit the European Single Procurement Document together with the tender as preliminary documentation so that the tender fulfils all qualification requirements and that no grounds exist for exclusion.

In this tender, the contractors shall complete the ESPD form, which is integrated in Mercell.

The Contracting Authority may, at any time during the tender, ask the contractor to provide all or parts of the documentary evidence should this be necessary to ensure that the tender is conducted correctly. This request can become particularly relevant if the invitation to submit tenders has not been sent out yet. The contractor must therefore make sure to have the documentation available.

If it has not been done at an earlier stage, the Contracting Authority will, before awarding the contract, request that the selected contractor immediately submit updated documentary evidence.

### **4.2 National exclusion grounds**

The exclusion grounds that are ticked off under ESPD exclusion grounds in principle only give the Contracting Authority an exclusion right. In the following two cases, the Contracting Authority still has an exclusion obligation:

1. In the event of conflict of interest which the Contracting Authority cannot remedy by lesser measures, cf. Section 24-2 first paragraph letter c of the Public Procurement Regulation.
2. If the contractor has participated in the preparation of the tender, and thereby achieved an unreasonable competitive advantage which cannot be remedied by lesser measures, cf. Section 24-2 first paragraph letter d of the Public Procurement Regulation.

In the ESPD Exclusion grounds item D, the contractor has ticked off for «purely national exclusion grounds». The national exclusion grounds are stricter than what follows from the exclusion grounds indicated in ESPD in two cases:

1. The Contracting Authority shall exclude a contractor if becoming aware that the contractor has been imposed with a fine or convicted of the criminal acts set out in Section 24-2, second paragraph of the Public Procurement Regulation.
2. The Contracting Authority can exclude a contractor if it can be documented that the contractor has committed other serious faults resulting in doubt about his professional integrity, cf. Section 24-2 third paragraph letter i of the Public Procurement Regulation.

### **4.3 Qualification requirements**

#### **4.3.1 General**

The contractor must respond to the qualification requirements included in the ESPD form in Mercell.

Please note that the qualification and documentation requirements appear under the heading «Description of requirements/documentation» under the individual requirement in Mercell.

#### 4.3.2 Reliance on the capacity of other entities

The contractor can choose to rely on the capacity of other entities in order to fulfil the requirements to the contractor's economic and financial capacity and to technical and professional qualifications. Other entities include parent companies, collaborating partners, subcontractors etc.

If the contractor relies on the capacity of other entities to fulfil the qualification requirements to economic and financial capacity and/or for technical and professional qualifications, the contractor must document that it possesses the necessary resources. This can be documented by for instance enclosing a signed declaration of commitment from these enterprises, see Part 1 Annex 1 – Declaration of commitment. The enterprises shall, in addition, submit separate ESPD-forms. If more than one contractor participates jointly in the tender, the participating contractors must submit separate ESPD self-declarations.

#### 4.3.3 Regarding requirements for the contractors' economic and financial capacity

If a contractor relies on the capacity of other entities to fulfil requirements for the contractors' economic and financial capacity, the Contracting Authority can require that they shall be jointly and severally liable for the execution of the contract.

If the contractor has justifiable reason not to submit the documentation requested by the Contracting Authority, the contractor can document its economic and financial capacity by submitting any other document which the Contracting Authority deems suitable.

## 5. Qualification

### 5.1 Implementation of the qualification phase

The Contracting Authority will consider whether the qualification requirements are fulfilled on the basis of the documentation delivered by the contractors together with the request for participation in the tender.

Contractors that do not fulfil one or more qualification requirements will be excluded from the tender.

### 5.2 Requirements of qualification

In order to be qualified as a Bidder in this competition the Supplier must fulfil all requirements stated in the below articles.

#### 5.2.1 The Supplier's organizational and legal position

REQUIREMENT	DOCUMENTATION REQUIREMENT
Vessel Owners shall have their main legal entity in a NATO or EU country.	Certificate confirming where the Vessel Owners have their main legal entity.

2020017974 - Assured Access Strategic Sealift  
 Part 1 – Conduct of the procurement

<p>Vessel shall be registered in a NATO or EU Country.</p>	<p>Certificate confirming where the Vessel is registered.</p>
<p>Vessel Owner’s conditions must be monitored by an IACS (International Association of Classification Societies).</p>	<p>Certificate confirming that the Vessel Owners are monitored by IACS.</p>
<p>Master and Chief Officers shall hold NATO or EU citizenship.</p>	<p>The Vessel Owners shall by a self-declaration confirm that Master and Chief Officers hold NATO or EU citizenship.</p>
<p>Vessels must comply with all international laws and regulations, as well as with the International Safety Management (ISM), the International Ship and Ports Security (ISPS) and International Convention for the Prevention of Pollution for Ships (MARPOL) requirements.</p>	<p>Vessel Owners must be able to document this by certificates/self declaration.</p>
<p>The vessel must be registered under a flag state which comply with “positive performance” according to <i>International Chamber of Shipping (ICS) Performance Table</i> for the following:</p> <p style="padding-left: 40px;">       PARIS MOU WHITE LIST        NOR ON PARS MOU BLACK LIST        USCG QUALSHIP 21        NOT ON USCG TARGET LIST (SAFETY)        SOLAS 74 (AND 88 PROTOCOL)        MARPOL ANNEXES I-VI        LL 66 (AND 88 PROTOCOL)        STCW 78        ILO MLC        CLC/FUND 92        STCW 95” WHITE LIST     </p>	<p>Certificate confirming under which flag the Vessel is registered.</p>

### 5.2.2 Requirements to technical and professional qualifications

REQUIREMENT	DOCUMENTATION REQUIREMENT
The Supplier must be experienced with similar deliveries.	A reference list with a short presentation of similar deliveries over the past three (3) years together with the name and position, telephone number, and email address for the customer’s point of contact.  NDLO must be able to contact the reference person. The Supplier shall inform the reference person in advance of the possible contact.

## 6. Submission and request for participation in the tender

### 6.1 Submission of requests

All requests for participation shall be submitted electronically in Merccell within the deadline stated in clause 2.3.1.

The contractor may, before the expiry of the deadline to submit requests, make amendments and submit a new request. The latest submitted request counts as the final one.

### 6.2 Structure of the request

The request shall contain the following documents in addition to the contractors' duty to fill in the ESPD form in Merccell:

Document number	Document	Annex/Enclosure
1	A Declaration of commitment if the supplier is assisted by other entities in order to fulfil qualification requirements to economic and financial capacity and/or technical and professional qualifications.	Part 1 Annex 1
2	Documentation of fulfilment of the selection criteria set out in clause 5.2. <ul style="list-style-type: none"> <li>• Organisational and legal position</li> <li>• Technical and professional requirements</li> </ul>	

### 6.3 Request for participation in the entire or parts of tender

It is not possible to submit requests for participation relating only to parts of the procurement. Contractors can only submit tenders for the parts of the procurements for which they are invited to submit a tender.

## 7. Closing of the qualification phase

### 7.1 Notice of exclusion and rejection

The Contracting Authority will inform all contractors in writing if their request for participation in the tender is excluded as a consequence of under-fulfilment of the qualification requirements.

The notice will include a justification for why the contractor is not considered as qualified or did not reach the qualification phase.

If the Contracting Authority finds that exclusion or rejection does not correspond to the qualification requirements or the selection criteria, the Contracting Authority can reverse its decision and let the contractor participate in the tender.

### 7.2 Deadline for request for interim injunction

Request for an interim injunction against the Contracting Authority's decision to exclude or reject a request for participation in the tender must be put forward to the District Court within 15 days calculated from the day after the notice of exclusion or rejection was submitted.

## 8. Tender

### 8.1 Invitation to submit a tender

Qualified contractors that are not excluded will receive an invitation to submit their tender. Only invited contractors can submit tenders. Tenders from other contractors than those that have been invited to participate in the tender will be rejected.

### 8.2 Award criteria

The contract will be awarded to the Bidder with the most economically advantageous Tender according to the award criteria below. All approved Tenders will be evaluated and given a score on the award criteria's listed below, where 10 is the highest possible score, and 0 is the lowest.

Award criteria	Weight %
<b>Total cost</b>  Total cost will be evaluated based on the following: <ul style="list-style-type: none"><li>• Commitment Fee (weighing 70 %)</li><li>• Implementation cost, hereunder is mentioned:<ul style="list-style-type: none"><li>○ Activation cost (weighing 15 %)</li><li>○ Charter hire (weighing 15 %)</li></ul></li></ul>	<b>50 %</b>
<b>Technical and functional solution</b>	<b>30 %</b>

<b>Assured Access/Capacity of fleet and normal operation</b>	<b>20%</b>
--	------------

### 8.3 Assessment

#### 8.3.1 Assessment model

The prices will be assessed based on the following model:

Model	Explanation	Chosen
Proportionate	Non-linear model where the tender with the best price scores 10 points. Other tenders are awarded points based on relative deviation from best price.	<input checked="" type="checkbox"/>
Linear	The tender with the best price scores 10 points. Best price x 2 scores 0 points. Tenders with prices that are more than twice as high as the best price also score 0 points.	<input type="checkbox"/>
Hybrid	Linear model, with a break point of 2.5 points. The tender with the best price scores 10 points.  Example: Tenders that are 75% higher than best price score 2.5 points. Tenders that are more than 75% higher than best price are distributed proportionately on a flatter scale between 2.5 and 0 points.	<input type="checkbox"/>

Award criteria relating to quality will be given points on the basis of an assessment model where the best tender under each award criterion scores 10 points. The other tenders score points based on relative difference from the best tender.

The tender that scores the highest total number of points is the winner.

#### 8.3.2 The basis for assessment

##### 8.3.2.1 Award criteria 1: Total cost

The Bidders shall fill out Annex B – Price and payment terms and conditions. All prices shall be quoted in EUR ex. VAT. **Deviations from the price matrix may cause rejection.**

The Purchaser will evaluate / weight the total cost based on the price matrix in Annex B. The Tender with the lowest total costs will be given score 10. The other Tenders will be given a relative score to the Tender with the lowest total cost.

##### 8.3.2.2 Award criteria 2: Technical and functional solution

The Bidders shall answer all elements listed in the matrix in Annex A – Technical Specification and Annex A1 – Vessel Description Sheet.

Bidders shall also in a separate sheet, to be added as Annex A-2, submit a fuel and consumption matrix based on movement at different speeds, ref. Annex A-1

Final Tenders that do not fulfill the mandatory requirements in Annex A - Technical Specification (marked “K” – key requirements) will be excluded from the competition and as follows not be subject of final evaluation.

The Purchaser will evaluate the technical and functional solution based on a discretionary opinion of the priority requirements (marked “N” – negotiable requirements) in Annex A – Technical Specification, and information in the documents Vessel Description Sheet, General arrangement plan, Capacity plan, and Speed and consumption figures. The priority requirements (marked “N” – negotiable requirements) in Annex A – Technical Specification will be considered to be of equal value. However, added weight will be given to ID 6.1-6.2 in Annex A section 2 – IMO Cargo. The Purchaser originally requests all of the 39 EA identified cargo Class 1 containers in Annex A-3 to be transported in one shipment, but Purchaser may accept technical solutions covering close up to these 39 EA containers. The minimum requirement per shipment is 35 EA containers. The Purchaser will not accept solutions where only a small number of the identified Class 1 containers can be transported in one shipment. Thus, Bidders who do not have the technical capacity to transport all Class 1 containers as identified in Annex A-3 in one shipment, and only have the capacity to transport most of these containers (minimum 35), will still be evaluated even though their solution does not cover the Purchasers preferable option of transporting all 39 EA Class 1 containers.

The Tender evaluated as offering the overall best technical and functional solution will be given score 10, and the other Tenders will be given a relative score to the best Tender.

#### **8.3.2.3 Award criteria 3: Assured access**

The Bidder shall submit a description **in accordance with** Annex C – Assured access plan. The Bidder shall also describe his available fleet as well as describing his normal, regular operation.

The Purchaser will evaluate the award criteria ‘assured access’ based on a discretionary opinion of the description given by the Bidder. The Tender evaluated as the best to assure access to the capacity will be given score 10, and the other Tenders will be given a relative score to the best Tender.

#### **8.3.3 Conduct of the negotiations**

A negotiated procedure gives the Contracting Authority the right to negotiate with the contractors about all sides of the tenders. The negotiations can take place in meetings, in writing or orally. Minutes from meetings and oral negotiations will be kept. The Contracting Authority reserves the right not to conduct negotiations.



After the Tender due date all the bids will be preliminary evaluated. The Bidders will be invited to negotiation meetings. The Contracting Authority reserves the right reduce the number of bids before negotiation starts.

After the negotiations, the Bidders will get the opportunity to submit a revised Tender within a specified deadline. The Contracting Authority reserves the right to carry out several rounds of negotiations if necessary. The Purchaser will finally evaluate the revised Tenders according to the above award criteria. It is the revised Tenders that are the subject of final evaluation. The Bidders cannot plead that statements or Minutes of meetings shall be valid parts of the Tenders.

## 9. Submission and preparation of tender

### 9.1 Submission of tender

All tenders must be submitted electronically in Merccell within the deadline stated in clause 2.3.1, alternatively a new deadline will be determined by the Contracting Authority.

The contractor may, before expiry of the deadline for submission of tenders, make changes and submit a new tender. The last submitted tender counts as the final tender.

### 9.2 Tender structure

The Tender shall contain the following documents, structured in accordance with the following template:

No.	Documentation for:	Comments
1	Offer letter signed by person authorised to sign on behalf of the Bidder.	Use Annex G
2	<b>Qualification requirements</b>	
	- Organisational and legal position	As per 5.2.1
	- Technical and professional requirements	As per 5.2.3
3	Draft Contract with annexes	Any reservations or amendments must be <b>clearly marked</b>
4	Draft General Time Charter Party (GENTIME based on the Baltic and International Maritime Council, BIMCO, issued as of September 1999) including Rider Clauses	Any reservations or amendments must be <b>clearly marked</b>
5	Information to be kept from public access	Bidder to <b>fill out a separate annex</b>
6	Fulfilment of technical specifications	Use Annex A – <b>fill out</b> Use Annex A-1 – <b>fill out</b> <b>Attach:</b> - Fuel and consumption matrix /speed and consumption figures

<b>7</b>	Price and payment terms and conditions	Use Annex B – <b>fill out table in section 2</b>
<b>8</b>	Assured Access Plan	Description by Bidder <b>in accordance with Annex C</b> <b>Include:</b> - General arrangement plan - Capacity plan
<b>9</b>	Flag State and Military guards agreement	Use Annex D – <b>fill out and sign</b>
<b>10</b>	Administrative Provisions	Use Annex E – <b>fill out and sign</b>
<b>11</b>	Contractor’s social responsibility	Annex F – to be signed by Bidder as a declaration of acceptance
<b>12</b>	Other relevant information the Bidder considers necessary	

### 9.3 Parallel and alternative tenders (variants)

The Contracting Authority does not accept parallel tenders. Parallel tenders refer to more than one tender from the same contractor that fully fulfils the requirements specified in the specification of the claim.

The Contracting Authority does not accept alternative tenders (variants). Alternative tenders (variants) refer to tenders that describe a different solution than the one described in the tender documentation.

## 10. Conclusion of the tender

### 10.1 Tax certificate

The Contracting Authority will require that the selected contractor submit a tax certificate for value-added tax and a tax certificate for taxes, cf. Section 7-2 of the Public Procurement Regulation. This only applies to Norwegian contractors. The tax certificate must not be older than 6 months calculated from the deadline for submission of tenders.

The Contracting Authority reserves the right to request a tax certificate for VAT and a tax certificate for taxes from more than the selected contractor during earlier stages of the tender.

### 10.2 Notification of award and standstill period

The Contracting Authority will inform all contractors of which contractor the Contracting Authority intends to award the contract to. This notification will be distributed to all contractors in writing and at the same time as soon as the selection of contractor has taken place.

The notification will include a justification of the choice. It will also specify the standstill period from when the award is published until the signing of the contract is planned to take place (the entering into of the contract).

If the Contracting Authority finds that the decision on the award is not in accordance with the criteria for the selection of contractor, the decision can be cancelled until the contract has been signed.

### **10.3 Cancellation of the tender**

The Contracting Authority may cancel the tender if justifiable reason exists; cf. Section 25-4 of the Public Procurement Regulation.