

TENDER DOCUMENTS

TWO STAGE COMPETITIVE TENDER

in accordance with part I and part III of the regulations

for the procurement of

Identity Governance and Administration solution

Case no.
2020/532249

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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

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

2 PURPOSE AND SCOPE OF THE PROCUREMENT

2.1 Purpose and scope of the procurement

The procurement shall cover Innovation Norway's need for a new Identity Governance and Administration solution.

The value of the procurement cannot be defined accurately, but based on historical figures, the estimated nominal value is NOK kr.3.000.000,- However, this is not binding for the Client under any circumstance.

Furthermore, 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.

Further information about the procurement appears in appendix no. 1, "*Requirements specification*".

2.2 Part tenders

It is not possible to tender for parts of the delivery.

3 CONTRACT AND OPTION TO EXTEND

The contract period is from the date of signature and last 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. Any extension of the contract in accordance with the option will occur automatically, unless the Client terminates the agreement. Notice of such termination must be given in writing no later than one month prior to the expiry of the contract.

Either party may terminate the contract at any time with six months' written notice.

The terms of contract are included with the tender documents. The supplier must submit its tender based on the requirements and conditions of the tender documents 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.

For anskaffelsen gjelder følgende kontraktsvilkår:

- For kjøp av SaaS:
Avtale om løpende tjenestekjøp (SSA-L) Link:
<https://www.anskaffelser.no/verktøy/kontrakter-og-avtaler/avtale-om-lopende-tjenestekjop-ssa-l>

- For kjøp av tilknyttede utviklingsoppgaver og konsulentbistand:
Oppdragsavtalen (SSA-O) Link: <https://www.anskaffelser.no/verktøy/kontrakter-og-avtaler/oppdragsavtalen-ssa-o>

Avtalen vil gjelde med de endringer som fremkommer i Vedlegg X Innovasjon Norges standard endringsbilag til konkurransegrunnlaget.

4 EXECUTION OF THE COMPETITION

4.1 Procurement procedure

The procurement will be carried out in accordance with the rules set out in the tender documentation, as well as 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). The procurement will be carried out as a competitive tender with negotiations in accordance with parts I and III of the regulations (above the EEA-threshold), cf. section 13-2.

4.2 Execution of the competition

A competition with negotiations is a two-step procedure where in the first step all interested suppliers can submit a request to participate in the contest, with proof of compliance with the qualification requirements in clause 9.

In the second step, the Client will choose a selection of suppliers and request submission of a complete tender. A minimum of three suppliers will be invited to submit a tender for this competition, cf. Section 16-12 (3) of the Public Procurement Regulation. If there is a surplus of qualified suppliers, the suppliers that best satisfy the qualification requirements will be selected and invited to tender.

All invited suppliers will have their tenders evaluated. The tender competition permits negotiations with the invited suppliers and all aspects of the submitted tenders are negotiable, cf. Section 23-7 (2) of the Public Procurement Regulation. However, the Client

reserves the right not to conduct negotiations, cf. Section 23-7 (5) of the Public Procurement Regulation.

Any negotiations will involve several phases in which the number of tenders being negotiated will be reduced. This reduction will take place based on the stipulated award criteria. An initial reduction based on the award criteria may take place prior to any negotiations, cf. Section 23-11 (4) of the Public Procurement Regulation.

After the negotiations and any updated tenders, the final evaluation of the tenders will be made and the contract awarded. Please note that tenders containing significant deviations from the procurement documents shall be rejected pursuant to Section 24-8 (1) (b) of the Public Procurement Regulation. Such rejection will preclude any opportunity to negotiate with respect to the tender.

4.3 Request to participate in the competition – step 1

Suppliers that wish to take part in the competition must submit a request to take part in the competition by the deadline specified in the invitation to tender and in Mercell. The supplier must submit the requested information and documentation in accordance with the qualification requirements, cf. clause 9.

Since this is a two-step procedure, complete tenders shall **not** be submitted at this stage of the competition. The tender documentation is enclosed, as the Client is obliged to make this available from the time of announcement.

All qualification applications must be submitted electronically via the Mercell portal, www.mercell.no before the deadline for submission.

Confirm that you want to submit a qualification application online in Mercell by going to the "Register Qualification Request" tab, and then clicking on the button "I want to bid." This is only meant as an indicator of whether the Client can expect a qualification application. The supplier will not be committed by indicating "I wish to submit a tender". It would be desirable if suppliers could indicate whether they wish to submit a tender as quickly as possible.

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 by email to: support@mercell.com

It is recommended that the qualification application is submitted well before the deadline. If the supplier wishes to change the submitted qualification, this can be done by opening the qualification application, making any changes and then resubmitting it again up until the deadline expires. The most recently submitted qualification application is considered to be the final qualification application.

During the submission process, an electronic signature may be requested from the Supplier to verify that it is the Supplier in question who has submitted the tender. An electronic signature can be obtained from www.commfides.com, www.buypass.no or www.bankid.no.

Please note that not all BankID Mobile signatures are compatible. Test the signature well in advance of submission. Please note that it may take a few days for the delivery of an electronic signature, so that 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 submitted before the deadline.

4.4 Submission and formulation of tenders – step 2

This clause is only relevant for those suppliers who have qualified and been invited to submit a tender following the end of the qualifying round. All suppliers must first submit a request to participate, in accordance with the clause above, and then wait for an invitation to submit a tender. Suppliers that submit a request but that will not be invited to submit a tender will be notified.

Suppliers who are invited to submit a tender must submit the tender electronically via the Mercell portal by the deadline for submission of tenders. The Supplier must submit the requested information and documentation in accordance with the award criteria, cf. clause 10. Tenders must be submitted in Norwegian or English.

The supplier should indicate whether it intends to submit the tender by clicking on the “Jeg ønsker å tilby” tab. To submit a tender, click on 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

It is recommended that the tender be sent well in advance of the closing date. If the supplier desires to change a submitted tender, this can be done by opening the tender, making changes and resubmitting the tender right up to the closing date. The tender submitted last is regarded as the final tender.

During the submission process, an electronic signature may be requested from the supplier to verify that it is the supplier in question who has submitted the tender. An electronic signature can be obtained at www.commfides.com, www.buypass.no or 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 that 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.

4.5 Reservations and deviations

Should the supplier wish to stipulate reservations with respect to the tender documents (incl. the terms and conditions of the contract) this must be clearly specified and stated in the tender.

The supplier is encouraged to seek to clarify any ambiguities in the tender documents prior to expiry of the deadline for submission of tenders pursuant to clause 4.8, rather than stipulate

reservations. Any reference by the supplier to standardised terms and conditions of delivery or similar will be deemed a reservation.

Reservations and deviations shall, if stipulated, be precise and unambiguous such that the Client can evaluate the consequences reservations/deviations will have with respect to performance, price and/or other factors. Significant reservations and deviations will result in the tender being rejected.

4.6 Progress plan

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

Activity	Date
Deadline request (when the request must be received by the Client)	31.08.2020 at 12:00
Qualification and selection of suppliers	31.08.2020 kl.12.00
Deadline tenders (when the tender must be received by the Client)	25 sept. 2020 - TBD
Evaluation period with any negotiations and revised tenders	Week
Selection of contractor and notification to suppliers	Week 40-42
Qualifying period	10 days from the time that supplier selection has been announced..
Signing of contract	After the end of waiting period.
Period of validity*	3 months from the deadline for tenders

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

NB: Questions will not be answered in July.

Please note that the times and dates are preliminary and the final deadline will be specified in Mercell.

4.7 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 e-

mail 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 direct 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.

4.8 Additional information

The Supplier must meticulously familiarise itself with the content of the tender documents. Should the Supplier find any errors, omissions or ambiguities in the tender documents, the Supplier is encouraged to immediately notify the Client and request additional information.

Enquiries regarding additional information shall be presented to the Client's contact person via Mercell. Enquiries concerning additional information shall be presented as quickly as possible such that the Client has an opportunity to deal with them prior to expiry of the deadline for submission of tenders.

4.9 Forwarding and clarification of information and documentation

The Client may, in writing, request that the supplier submit, supplement, clarify or supplement received information and documentation on short notice.

4.10 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 "Communication" 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.

5 CONFIDENTIALITY AND PUBLIC ACCESS

Information submitted to Innovation Norway is, in principle, public information in accordance with Section 3 of Act no. 16 of 19.05.2006 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. Section 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, Section 27 (1). In the event of a claim for right of access, "commercial aspects" will be redacted.

6 SUSTAINABILITY, SOCIAL RESPONSIBILITY AND ETHICAL REQUIREMENTS

6.1 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 suppliers and partners to have guidelines for ethics and corporate social responsibility in their enterprises.

6.2 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.

6.3 Consequences

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

7 PROCESSING OF PERSONAL DATA

If the Supplier must process personal data on behalf of the Client in order to perform the services, the Supplier shall have the role of data processor and the Client shall be the data controller, cf. the General Data Protection Regulation, Chapter 4, Section 1.

The Client may, at any time, require that the Supplier's processing of personal data on behalf of the Client is regulated in a separate data processor agreement.

8 THE EUROPEAN SINGLE PROCUREMENT DOCUMENT (ESPD) form

8.1 General information concerning the ESPD

The ESPD form must be submitted as preliminary proof of compliance with the qualification requirements and that no grounds for rejection exist. The ESPD form must be submitted in Mercell.

8.2 National grounds for rejection

In section III of the ESPD form, the supplier shall 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 Section 24-2 of the Public Procurement Regulation are applicable to this competitive tender, including the grounds for

rejection that are purely national.¹

9 QUALIFICATION REQUIREMENTS

9.1 Documentation of fulfilment of qualification requirements

The supplier shall submit an ESPD form to confirm that the qualification requirements are met. The supplier awarded a contract will be asked to submit compliance documentation before it is signed. 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.

9.2 The qualification requirements for this competition

The following qualification requirements apply to this competition:

Requirements – tax and VAT	Documentation requirements
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"> • Certificate of tax and value added tax. <p>The certificate must not be older than 6 months, calculated from the submission 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>
Requirements – organisational and legal position	Documentation requirements
The supplier must be a legally established enterprise	<ul style="list-style-type: none"> • Norwegian companies: Certificate of registration • 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. To be documented when completing the ESPD.
Requirements – professional qualifications	Documentation requirements
The supplier must have relevant skills and experience from similar	<ul style="list-style-type: none"> • 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.

¹ The national grounds for rejection include requirements for the client to reject contractors who have been penalised for the specified criminal offences, cf. Section 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. Section 24-2 (3) (i) of the Public Procurement Regulation.

Requirements – tax and VAT	Documentation requirements
assignments/deliveries.	<ul style="list-style-type: none"> The supplier shall give details of three relevant reference projects with a brief description of the assignment, the duration of the assignment, its value and reference persons. Reference persons may be contacted, if deemed appropriate. <p>The description/report will be put in a separate document and uploaded to Mercell.</p>

9.3 Requirements in the event of joint participation

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

9.4 Requirements when using subcontractors

The Supplier must state whether they intend to use subcontractors to fulfil the assignment/delivery. If subcontractors are to be used, this must be specified in section II Pt. D of the ESPD form. The form must show the name and the organisation number of the subcontractor(s) and the specific parts of the delivery that each subcontractor will execute.

If the Supplier must rely on subcontractors to satisfy the qualification requirements, this must be specified in part II Point C of the ESPD form. In addition, a declaration of commitment must be appended from the subcontractor in which the latter commits to providing sufficient capacity in the event of a contract, cf. Section 16-10 (2) of the Public Procurement Regulation, and the subcontractor in question must submit their own separate ESPD form, cf. Section 17-1 (6) of the Public Procurement Regulation.

10 AWARD CRITERIA

10.1 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
Price Will be evaluated based on the following: <ul style="list-style-type: none"> Total NOK excluding VAT pr. Year in a 4 year period. 	25%	The supplier must complete the price schedule in Appendix 2.
The solution - Capabilities The criteria will be evaluated based on the fulfilment of the overall need, with an emphasize on Appendix 1 and para. 1.2 and 1.3.	50%	The Supplier must describe its fulfillment of the needs described.
Support and implementation Will be evaluated based on the following:	25%	The Supplier must describe its fulfillment of support hours, SLA and

Criterion	Weighting	Documentation requirements
<ul style="list-style-type: none"> - Support hours and availability - Critical support access - Implementation plan 		<p>access and response time to critical support.</p> <p>An implementation plan needs to be presented as part of the tender.</p>

10.2 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'. If the highest price is twice as high as the lowest price, a proportional calculation model will be used for the price criterion. Weighting shall be in accordance with the table above.

11 REJECTION

11.1 Rejection due to formal error

The client will reject a bid when the provisions of the Public Procurement Regulation, Section 24-1 (1) are satisfied. The client may reject an offer when the provisions of the Public Procurement Regulation, Section 24-1 (2) are satisfied.

11.2 Rejection due to circumstances on the part of the supplier

The client will reject a supplier if the terms of the Public Procurement Regulation, Section 24-2 (1) or (2) are satisfied. The client may refuse a supplier if the provisions of the Public Procurement Regulation, Section 24-2 (3) are satisfied.

11.3 Rejection due to circumstances relating to the tender

The client will reject the offer if the terms of the Public Procurement Regulation, Section 24-8 (1) are satisfied. The Client may reject the offer if the terms of the Public Procurement Regulation, Sections 24-8 (2) or 24-9 are satisfied.

APPENDIX 1 –Scope of delivery

1. About the delivery

1.1 Background

Innovation Norway currently connect various user directories through Microsoft Identity Manager (MIM). Due to the uncertainty surrounding the future of MIM and the complexity of troubleshooting and changes to the solution, we're looking to replace the solution with a futureproof, cloud first Identity Governance & Administration (IGA) solution with lifecycle management capabilities.

1.2 High level requirements

The provider shall provide Identity Governance services, assistance during the implementation, as well as timely support throughout the duration of the contract period.

Absolute Requirements for the service

- Delivery model: Software as a Service (SaaS)
- Admin sign in support both SSO through Azure AD and solution internal accounts
- Connector to the following data sources/targets **as a minimum**:
 - o Agresso UBW (PS)
 - o Active Directory (onprem)
 - o Azure Active Directory (graph etc.)
 - o ADLDS
 - o HCL Domino 11.x (Lotus/IBM)
- The possibility to create custom connectors
- Identity governance
 - o User lifecycle management
 - o Reporting on user state
 - Last logon time
 - Last password reset time
 - Automated and regular report distribution
 - o Automated guest user lifecycle management
 - o Delegation of authority to department heads
 - Employees
 - Hired-ins
 - Guest users
- API integration with programmatic extraction of data to other sources
- Compliance regulations
 - o General Data Protection Regulation (GDPR)
 - o Norwegian "Lov om behandling av Personopplysninger" (Law regarding administration of personal information)

1.3 User Lifecycle Management

- User expiry

- Support for custom attributes
- License management

2. Compliance

2.1 About Innovation Norway

Innovation Norway is a geographically dispersed organization with 40+ offices, whereas 30+ are located abroad. Innovation Norway is required to adhere to multiple compliance national and regional regulations with regards to the management of personal information, including, but not limited to General Data Protection Regulation (GDPR) and the Norwegian “Lov om behandling av Personopplysninger” (Law regarding administration of personal information).

2.2 Location of Data storage

In order to stay compliant and retain control of the information entered into the system, we need the information to stay within the EU or the EEC.

3. Implementation

MIM is currently in continuous use at Innovation Norway, so the provider must create a plan for implementing a IGA solution with emphasis on minimized outage(s) during implementation.

3.1 Implementation assistance

The provider must assist with the implementation of the solution, including testing and quality assurance. This may include work during non-business hours or weekends to avoid production outages.

IT staff from Innovation Norway should be involved as much as possible to enforce knowledge transfer.

3.2 Switchover

The implementation needs to be able to be reversed at any stage, either partially or fully, in case a critical issue or lack of required functionality is discovered.

4. Support and training

4.1 Support

4.1.1 Non-critical issues

The provider will facilitate support non-critical issues.

4.1.2 Critical issues

The provider will facilitate priority support for business critical issues.

4.2 Training

A successful implementation should include initial training in order to make Innovation Norway's IT staff to be self-reliant in day to day operation of the solution, making minor changes and troubleshooting.

Due to staff turnover, a training program for new staff needs to be available, preferably though online, self-paced training.

Major updates to the solution should be accompanied by training on new functionality.

APPENDIX 2 – Price schedule

The price schedule must be completed by the supplier. Incorrect or inadequate completion may result in rejection of the tender. Prices must be specified as single prices and not in intervals. If prices are specified in intervals, the highest price will be used. All prices must be stated in NOK, excl. VAT.

The percentage share specified in the price form shall reflect the actual use of the resource under the contract.

Price element	900 users	Price NOK, excl. VAT
Cost of implementation incl. consulting		
Licence fee pr. month, 900 users number	Per year up to 4 years	
Guests user – unlimited amount		
Total NOK excluding VAT pr. Year in a 4 year period.		