



Invitation to Tender (ITT)

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Framework agreement for AutoPASS charging point  
equipment

Open procedure

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## 1 GENERAL DESCRIPTION

### 1.1 Introduction

Ferde AS invites Bidders to an Open Procedure for framework agreement governing the purchase and maintenance of AutoPASS charging point equipment for toll collection systems in Ferde toll projects.

### 1.2 Background

Ferde operates toll projects within Vestland, Rogaland and Agder county. The framework agreement will cover Ferde's need for AutoPASS charging point equipment both for new road projects within Ferde's region and replacement of AutoPASS charging point equipment in existing projects.

### 1.3 The Customer

The competition is being run by Ferde AS (hereafter referred to as "Customer"). Ferde is a regional toll company owned by Vestland, Rogaland and Agder county. Through the ownership model, Ferde AS has streamlined its administrative duties and the management of the various toll road projects that the company operates. Ferde AS is an integral part of the entire lifecycle of the toll road projects, beginning with the planning phase all the way through to the closing of the projects when the toll road has been fully funded, and the various loans have been repaid.

More information about AutoPASS may be found at the following addresses: [www.autopass.no](http://www.autopass.no).

Information about the Customer: [www.ferde.no](http://www.ferde.no)

Contact the Customer with any questions via Customer's electronic announcement tool, Merzell (hereafter also referred to as "KGV").

There shall be no contact with any other persons within Customer's organization regarding this competition.

### 1.4 Description of deliverables

Ferde will enter into a Framework Agreement with a duration of up to four years with one Contractor.

The complete set of tender documents describes the scope of work and requirements for the deliveries for the project. The requirements document, SSA-R Appendix 1, gives an overview of the scope for the Framework Agreement.

The estimated procurement value for contracts awarded under the framework agreement is, throughout the estimated lifespan expected to be between NOK 50 – 150 million (excl. VAT), with a maximal frame of NOK 200 million. The actual value of the Framework Agreement may deviate based on progress in upcoming projects.

Ferde has, at the time of announcement of the competition, no control over future situations that may require changes to the Framework Agreement. Nevertheless, it is conceivable that the framework (regulatory and political priorities) may change and that technology in the field is developing. This development may lead to a full technology refresh during the term of the contract, or the need for an integration (API) with other 3rd party systems. The Customer is entitled to change the requirements applicable to the deliverables to accommodate for this situations, ref. SSA-R Appendix 6.

## 2 RULES FOR CONDUCTING THE COMPETITION

## 2.1 Procurement Process

The procurement is conducted in accordance with the Act on Public Procurement dated 17th June 2016 no. 73 (Procurement Act) and the Regulations on Public Procurement (Procurement Regulations) FOR 2016-08-12-974 part I and III.

The competition is conducted as an open procedure, cf. the Procurement Regulations section 13-1 (1).

## 2.2 Timetable for procurement

Customer has the following preliminary timetable for the procurement process:

Activity	Date/time
Announcement of tender	05.09.22
Deadline for submitting questions and requests for clarifications	07.10.22 at 12:00
<b>Deadline for Bid delivery</b>	<b>17.10.22 at 12:00</b>
Evaluation	Weeks 42-43
Contract award and notification of Bidder selection	Week 43
Standstill period	Ten days
Contract signing	Week 45
Bids valid until	31.01.23 at 23:59

## 2.3 Additional information, questions and answers

If a Bidder finds that the tender documents do not provide sufficient guidance, the Bidder may request additional information from Customer via KGV in writing.

If errors are found in the tender documents, it is advised that these are communicated in writing to Customer via KGV.

Any corrections, additions, or changes to the tender documents, as well as questions and answers in anonymous form, will be communicated to all Bidders via KGV.

Any need for corrections, additions or changes to the contract document after the competition will be handled as changes. The timetable in section 2.2 gives the deadline for submitting questions and request for clarifications regarding the qualification stage and the tender stage.

## 2.4 Competition Announcement Tool

Customer will use an electronic competition announcement tool (from Merzell) for this competition. The tool, referred to as KGV, is internet-based and supports the procedures used in public procurement.

## 2.5 Costs for participating in the competition

Bidders must themselves cover all costs related to the competition and bids.

## 2.6 Partial bids

Bids based only on parts of the assignment will not be accepted.

## **2.7 Alternative bids**

Alternative bids will not be accepted.

## **2.8 Confidentiality**

Customer and its employees are obliged to prevent others from gaining access to or knowledge of information about technical facilities and procedures or operating and business conditions which will be of competitive advantage, cf. the Procurement Regulations section 7- 4, cf. the Public Administration Act section 13.

Corresponding confidentiality also applies to personnel hired by Customer.

## **2.9 Public Access**

For public access to bids and the procurement protocol, the Public Procurement Act (Act 2006-05-19 No. 16) applies.

## **2.10 Language**

The Bidder shall provide the bid response in English. Documentation may be delivered in English or Norwegian.

## **2.11 Notice of chosen Bidders**

All affected Bidders receive a reasoned decision on who will be awarded a contract with a specified standstill period, cf. the Procurement Regulations sections 25-1 and 25-2.

## **2.12 Complaints**

Any complaints may be sent to the Customer's representative in the electronic tendering system (KGV).

## **2.13 Competition close**

Received bids and other supporting documentation will not be returned.

# **3 EUROPEAN SINGLE PROCUREMENT DOCUMENT (ESPD)**

## **3.1 General information about ESPD**

As documentation of compliance with the qualification requirements and to ensure that there are no grounds for rejection, Bidders must complete the attached ESPD form. The form must be submitted together with the bid and other supporting documentation.

## **3.2 National grounds for rejection**

According to the ESPD, Part III: Rejections, Section D: "Other grounds for rejection as stipulated in the national legislation of the contracting authority." The Norwegian procurement rules go beyond the grounds for rejection set out in the EU Public Procurement Directive and in the ESPD standard form. It is therefore emphasized that in this competition all the grounds for rejection in section 24-2 of the Procurement Regulations apply, including the purely national grounds for rejection.

The following grounds for rejection in the Procurement Regulations section 24-2 are purely national grounds for rejection:

- § 24-2 (2). In this provision, it is stated that Customer shall reject a Bidder when he/she is aware that the Bidder has been duly sentenced or has received an order for the specified criminal offenses. The requirement that Customer rejects Bidders who have adopted the prescribed criminal offenses is a special Norwegian requirement.
- § 24-2 (3) point i). The grounds for rejection in the ESPD form apply only to serious errors in professional practice, while the Norwegian grounds for rejection also include other serious errors that may cause doubts regarding the professional integrity of the Bidder.

### 3.3 Overall statement for all qualification requirements in the ESPD form

Bidders can provide a comprehensive statement in the ESPD form that they meet all of the qualification requirements laid out in this ITT. This is done in the ESPD form part IV section a.

## 4 QUALIFICATION REQUIREMENTS

### 4.1 Introduction

The qualification requirements entail that the Bidder shall have the necessary expertise, experience, and financial capacity to complete the delivery, installation and maintenance of the Charging Point Equipment.

Bidders who do not meet the qualification requirements will be rejected, cf. Section 24-2 (1) (a) of the Procurement Regulations. Inadequate or insufficient documentation pertaining to one or more requirements may lead to the rejection of the Bidder. The same applies if the Bidder provides incorrect or misleading information.

Documentation of the qualification requirements listed below must, upon request, be submitted in addition to the ESPD form.

### 4.2 Bidders' registration, authorization, etc.

Requirement	Documentation requirement
The Bidder shall be registered in a company register, professional register or trade register in the state/country in which the Bidder is established.	<ul style="list-style-type: none"> <li>• Norwegian companies: Company certificate</li> <li>• Foreign companies: Evidence that the company is registered in a company register, professional register or trade register in the state/country the Bidder is established.</li> </ul>

### 4.3 Bidder's economic and financial capacity

Requirements	Documentation requirement
The Bidder shall have sufficient economic and financial capacity to fulfil the contract.	<ul style="list-style-type: none"> <li>• Annual accounts for 2021, 2020 and 2019 including the Board's annual report, income statement, balance sheet, notes and the independent auditor's report.</li> <li>• Credit rating based on the latest available financial information. The rating shall be carried out by credit information agencies that have a license to conduct such business. Customer reserves the right to obtain his own credit rating of the Bidder.</li> </ul>

### 4.4 Bidders technical and professional qualifications

Requirement	Document requirement
<p>The Bidder shall have experience from comparable deliveries.</p>	<p>A description of the Bidder's most relevant deliveries during the last 3 years where the Approval Period has been accepted by the Customer. At least one of these projects should have a single gantry solution delivered to a customer within the AutoPASS or EasyGo-domain. Customer's own, documented, experience will be pertinent to the assessment.</p> <p>The Customer's project manager for these 3 relevant deliveries (reference), shall fill in a standardized questionnaire (attachment 3 References) and shall be available for Customer's verification of their response.</p> <p>The description of each delivery shall not exceed one A4 page of text per reference. The Bidder must ensure that the documentation fulfils the requirements.</p> <p>A description of how the Bidder's experience from the above-mentioned deliveries will be used to fulfil this tender. Each description shall not exceed two A4 page of text per reference. Based on the Bidder's experience; A description of the suggested organization and resources relevant for this contract (no CVs). The description shall also include a description as to what degree sub-contractors will be used (no need to be named).</p>
<p>The Bidder must prove that it has implemented a well-functioning system for quality assurance, in accordance with the ISO 9001 standard or equivalent.</p>	<p>A statement of the quality assurance/quality control system operated by the company.</p> <p>or</p> <p>A certificate issued by an accredited certification authority confirming to the quality assurance, production or technical capacity of the company, or equivalent documentation (for service and works contracts), if available and applicable.</p>
<p>The Bidder must prove that it has implemented a well-functioning system for information management, in accordance with the ISO 27001 standard or equivalent.</p>	<p>A statement of the information management security system operated by the company.</p> <p>or</p> <p>A certificate issued by an accredited certification authority confirming to the information and privacy security of the company, or equivalent documentation (for service and works contracts), if available and applicable.</p>

#### 4.5 Tax and VAT certificate

The selected Bidder shall provide a tax and VAT certificate. This applies only if the chosen Bidder is Norwegian.



The tax and VAT certificate shall not be older than 6 months from the deadline for submitting the bids.

#### 4.6 Collaborative bids

Several Bidders can participate in the competition in collaboration. A statement of business form and composition of the Bidder collaborative group must accompany the bid or request to participate in the competition.

Each entity of the Bidder collaborative group must be a legally established company, cf. section 4.2. The Bidder collaborative group will be considered collectively for the other qualification requirements. All Bidders participating in the collaborative group should therefore provide the requested documentation for the qualification requirements in sections 4.2 to 4.4.

All Bidders participating in a collaborative group must provide separate personal statements (ESPD form), cf. the Procurement Regulations section 17-1 (6).

The individual participants in the Bidder's collaborative group are jointly and severally liable to Customer during the fulfilment of the contract.

#### 4.7 Support from other businesses

If the Bidder has to rely on other businesses to meet the qualification requirements for technical and professional qualifications or economic and financial capacity (incl. affiliated companies / "sister" companies), the Bidder must document that it will have access to the necessary resources, cf. the Procurement Regulations section 16-10 (2).

The following documentation must be supplied:

- Declaration of commitment or similar document from the companies on whom the Bidder relies
- Documentation for fulfilment of the relevant qualification requirement
- Certificate from the Company Register or equivalent certificate from statutory registration register in the state/country in which the businesses on whom the Bidder relies are established
- Separate ESPD-forms (in addition to that of the Bidder)

### 5 AWARD OF FRAMEWORK AGREEMENT

#### 5.1 Award Criteria

The customer will award a framework agreement to one contractor based on which offers that have the best relationship between price or cost and quality, based on the following criteria:

Award Criteria	Weight	Documentation requirement
Total Cost of Ownership: <ul style="list-style-type: none"> <li>• Purchase and maintenance in estimated charging periods covering the estimated call-offs in SSA-R Appendix 1 Annex 1.</li> <li>• Prices supplementary work</li> </ul>	70 %	Evaluation of costs will be based on total cost for implementation and maintenance of nine charging points and one portable charging point, based on the supplier's prices stated in: <ul style="list-style-type: none"> <li>• SSA-K Appendix 7 prices incl. Annexes</li> <li>• SSA-V Appendix 7 prices incl. Annexes</li> </ul>
Quality of the offered equipment and	30 %	Evaluation according to SSA-K and SSA-V. Focus on:

<p>services, possibly including but not limited to:</p> <ul style="list-style-type: none"> <li>• Customer requirement specification</li> <li>• Service levels</li> <li>• Risk associated with the offered solution and service delivery</li> <li>• Risk associated with maintenance</li> </ul>		<ul style="list-style-type: none"> <li>• SSA-K Appendix 2 incl. annexes</li> <li>• SSA-V Appendix 2 incl. annexes</li> <li>• SSA-V Appendix 5 Service levels incl annexes</li> </ul>
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## 5.2 Evaluation of quality

For evaluation purposes the instruction in the SSA-K and SSA-V Appendix 2 annex 1 details how each requirement is handled in the evaluation.

## 5.3 Evaluation of price

For evaluation of price, delivery of CPs covering the estimated call-offs in SSA-R Appendix 1 Annex 1 will be calculated. Total cost of ownership will be basis for price evaluation. Life Cycle Cost for CP deliveries will be calculated for the estimated charging periods.

In addition, 1440 hours of additional work will be calculated.

## 5.4 Evaluation model

Customer will use a linear evaluation model. A score of 0 to 10 points will be used, where 10 is the best score within each requirement. Under quality there is a sub-weighting using the same linear evaluation model, but with various weighting for the relevant sub-requirement.

If the difference in price between the cheapest and the highest price is more than 1.8, Customer will use a hybrid model between the linear and proportional evaluation model (forevaluation of prices with more than 1.8 in difference to the cheapest). This is illustrated below:

$$\text{Score} = 10 - 10 \left( \frac{\text{Price being evaluated} - \text{Lowest price}}{\text{Lowest price}} \right)$$

At a price difference of more than 1.8, we get the following intersection for the hybrid model:

$$\text{Score} = \left( \frac{\text{Lowest price} * 3,6}{\text{Price being evaluated}} \right)$$

## 6 AWARD OF CONTRACTS UNDER THE FRAMEWORK AGREEMENT (CALL-OF PROCEDURE)

The Customer will award contracts according to call-off regulated in SSA-R Appendix 2.

## 7 ABNORMALLY LOW PRICES

The Customer is entitled to reject tenders that have abnormally low prices in relation to the supplies or services in accordance with Regulations on public procurement sections 24-8 and 24-9. This will apply to both total prices and unit prices in the tenders.

## 8 CONTRACT

## 8.1 Framework agreement

The framework agreement will be based on the Norwegian Governmental Standard Terms and Conditions for framework agreement governing the purchase and services within ICT.

- SSA-R Framework Agreement

The SSA templates are published and maintained by the Agency for Public Management and eGovernment (Difi). The templates are the most commonly used IT contracting templates in Norway and are used by public and private entities.

The Customer has provided a number of amendments to the standard agreements, cf. SSA-R Appendix 6, SSA-K Appendix 8 and SSA-V Appendix 8. Some were made to make the templates more suitable for the delivery in question, others were made to make the terms more balanced.

The SSA-R has the document structure specified below.

The column «Response required» indicates whether the Bidders are expected to provide some of the contents in the respective documents according to the instructions contained therein.

Reference	Document name	Response required
SSA-R Agreement	Framework Agreement	Y
SSA-R Appendix 1	General description of the deliverables to which the framework applies, and an overview of the principles who may issue awarding contracts under the Framework Agreement	N
SSA-R Appendix 2	Procedures for issuing awarding contracts under the Framework Agreement	N
SSA-R Appendix 3	Agreement terms and conditions for the awarding contracts that may be issued under the Framework Agreement with completed Appendices	N
SSA-R Appendix 4	Administrative provisions	Y
SSA-R Appendix 5	Prices and price provisions	N
SSA-R Appendix 6	Changes to general contractual wording	Y
SSA-R Appendix 7	Changes subsequent to the formation of the Framework Agreement	N

## 8.2 Call-off order Contract templates

The call-off contracts under the framework agreement will be based on the Norwegian Governmental Standard Terms and Conditions for IT procurement:

- SSA-K (Purchase Agreement) for the initial delivery of the solution and SSA-V (Maintenance Agreement) for solution maintenance and support

The SSA templates are published and maintained by the Agency for Public Management and eGovernment (Difi). The templates are the most commonly used IT contracting templates in Norway and are used by public and private entities.

The Customer has provided a number of amendments to the standard agreements, cf. Appendix 8: some were made to make the templates more suitable for the delivery in question, others were made to make the terms more balanced.

Upon completion and approval of all SSA-K deliveries, the SSA-V will become operational. The SSA-V will cover maintenance and support and a mechanism for ordering future development of the solution. For SSA-L the maintenance scope shall be included.

The SSA-K and SSA-V have the document structures specified below.

#### SSA-K

Reference	Document name	Response required	Information
SSA-K_Appendix 1	Customer requirement specification		
SSA-K_Appendix 1_Annex 1	Charging points		
SSA-K_Appendix 1_Annex 2	AutoPASS Processing of Signal Codes		
SSA-K_Appendix 1_Annex 3	AutoPASS Definitions and Abbreviations		
SSA-K_Appendix 1_Annex 5	AutoPASS EFC Security Architecture		
SSA-K_Appendix 1_Annex 6.1	AutoPASS Data Formats Overview		
SSA-K_Appendix 1_Annex 6.2	AutoPASS Formats Appendixes		
SSA-K_Appendix 1_Annex 7	Requirements for OBE for use in AutoPASS Samvirke		
SSA-K_Appendix 1_Annex 9	Countries to be handled by ANPR		
SSA-K_Appendix 1_Annex 10	REMS API Documentation		
SSA-K_Appendix 1_Annex 11	AMQP		
SSA-K_Appendix 1_Annex 12	Rejected Files		
SSA-K_Appendix 1_Annex 13	New Signal Code and MMI		
SSA-K_Appendix 2	Contractor Solution Specification	Y	
SSA-K_Appendix 2_Annex 1	Contractor Solution Specification Form	Y	
SSA-K_Appendix 3	Customer's Technical Platform and Physical Environment		
SSA-K_Appendix 4	Delivery date and other deadlines	Y	
SSA-K_Appendix 5	Testing and approval	Y	
SSA-K_Appendix 6	Administrative provisions	Y	
SSA-K_Appendix 6_Annex 1	Offered personnel	Y	
SSA-K_Appendix 6_Annex 2	Road Closing		
SSA-K_Appendix 6_Annex 3	HSE-plan		
SSA-K_Appendix 7	Total price and pricing provisions	Y	
SSA-K_Appendix 7_Annex 1	Bills of quantities	Y	
SSA-K_Appendix 8	Changes to general contractual wording	Y	
SSA-K_Appendix 9	Changes to the Agreement subsequent to the conclusion of the Agreement		
SSA-K_Appendix 11	Code of conduct		

**SSA-V**

Reference	Document name	Response required	Information
SSA-V	Agreement document		
SSA-V_Appendix 1	Customer requirement specification		
SSA-V_Appendix 2	Contractor Solution Specification	Y	
SSA-V_Appendix 2_Annex 1	Contractor Solution Specification Form	Y	
SSA-V_Appendix 3	Deliverables to be maintained		
SSA-V_Appendix 4	Project and progress plan for the establishment phase	Y	
SSA-V_Appendix 5	Service Levels	Y	
SSA-V_Appendix 6	Administrative provisions	Y	
SSA-V_Appendix 6_Annex 1	Offered personnel	Y	
SSA-V_Appendix 6_Annex 2	Road Closing		
SSA-V_Appendix 7	Total price and pricing provisions	Y	
SSA-V_Appendix 7_Annex 1	Bills of Quantities	Y	
SSA-V_Appendix 8	Changes to the General Contractual Wording	Y	
SSA-V_Appendix 9	Changes to the Agreement subsequent to the conclusion of the Agreement		
SSA-V_Appendix 11	Code of conduct		

**Data Processing Agreement**

Reference	Document name	Response required	Information
	Data Processing Agreement		

**8.3 Requirements for salary and working conditions**

The contract will contain requirements for salary and working conditions, documentation and sanctions in accordance with the regulations on salary and working conditions of 8 February 2008 No. 112.

**9 DELIVERY OF BIDS AND BID FORMAT**

**9.1 Delivery of bids**

The request shall be submitted via the Merzell KGV

**9.2 Bid format**

The bid must be submitted according to the layout the Merzell KGV indicates with the elements below: Form for bid delivery (see Attachment 2) signed by the responsible representative for the Bidder.

- Documentation of fulfilment of qualification requirements
- Declaration of commitment from another business - must be delivered only if the Bidder relies on the capacity of another business. These businesses must also provide separate personal declarations (see section 17-1 (6) of the Regulations)
- Completed ESPD form

- The Bidder's relevant documentation for the award criteria
- Completed price appendix
- Additional contract appendices completed in full or in part by the Bidder.

Further information is found in section 4 and 5.

### 9.3 Reservations

SSA-R Appendix 6, SSA-K Appendix 8 and SSA-V Appendix 8 shall account for any reservation made to the tender documents, including the contract documents. Customer will consider any reservations without any contact with the Bidder.

Significant reservations from the tender documents could lead to rejection of the bid.

Bidders are therefore advised to use the period from announcement until the bid is submitted to clarify the possible implications any reservations and change proposals may have. Bidders are advised to clarify any reservation or change proposal either by submitting a question through the Merzell KGV or during the Bidder presentations, see section 2.4.

Change proposals to contractual obligations shall include the original text of the Contract, a reference to its number, the proposed amendment, reasons for the suggested change and potential consequences, see table in Appendix 6 for SSA-R. Customer reserves the right to make its own assessments of the potential consequences.

## 10 ATTACHMENTS

The following attachments are part of the tender documents:

1. ITT
  - a. ESPD form (integrated in Merzell)
  - b. Attachment 2 Form for bid delivery
  - c. Attachment 3 Confidentiality
  - d. Attachment 4 References
2. SSA-R with appendices
3. SSA-K with appendices
4. SSA-V with appendices
5. Data Processing Agreement