

NRK-MA3506/22E

# **FRAMEWORK AGREEMENT FOR LICENSING SOLUTION PROVIDER**

BASIS FOR QUALIFICATION –  
NEGOTIATED PROCEDURE

OKTOBER 7, 2022~~SEPTEMBER 23, 2022~~

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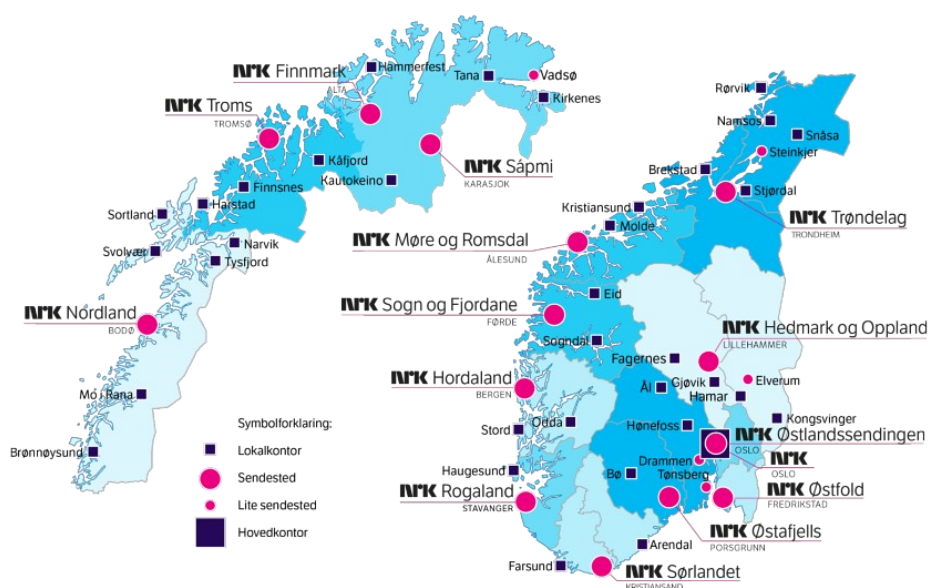
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## 1. Introduction

Norwegian Broadcasting Corporation Ltd., subsequently named NRK, invites interested contenders to request for participation in a restricted negotiated procedure to offer a framework agreement as a Licensing Solution Provider who can handle orders for licenses and subscriptions of the portfolio NRK choose to include in the scope of the agreement, including relevant cloud services.

NRK – Norway's leading broadcasting company, bearing overall responsibility for production and distribution of radio and television programmes to the entire population. NRK also supplies an extensive range of services on the Internet, mobile phones, and Teletext. With its approximately 3 500 employees, NRK operates nationwide and is the biggest media corporation in Norway.



For further information about NRK, please follow this link: <http://www.nrk.no/about/>.

NRK's technology, public products, and production department (TPPD) is issuing this tender. The department is responsible for providing corporate IT, cloud and platform-based technology, broadcast technology (technology used in audio, video, and image production) and digital platforms such as nrk.no, NRK TV, Yr.no and NRK Super etc.

## 2. About the procurement

### 2.1 Tender purpose, scope and contract details

The purpose of this tender and framework agreement would be to engage a Contractor who can act as our Licensing Solution Provider who can handle orders for licenses and subscriptions of our SW-portfolio defined in this agreement, including relevant cloud services.

NRK's license provider will also assist in annual true-up and any revisions. The License Solution Provider must also be able to offer advisory services regarding handling and

optimization of the licenses, i.e., SAM (Software Asset Management) services and advice.

In addition, the agreement will cover NRK's needs for generic service purchases of the types of IaaS, PaaS and SaaS. The agreement must ensure that NRK has the most appropriate and economically favorable license agreements at all times, and that NRK gets access to an advisory service that is qualitatively and economically favorable.

For further information on the content of the procurement, refer to **MA3506-22E - Licensing Solution Provider\_SSA-R\_Appendices 1-6 and MA3506-22E - Licensing Solution Provider\_SSA-R\_Addendum\_Appendices 1 and 5**

On the basis of previous years' procurements, a value of approx. 80 MNOK/year can be estimated without binding with regard to actual license volume and use of LSP services.

This is distributed approximately as follows:

- Licenses (related to the LSP agreement): ~25 MNOK/year
- Consumption cloud platforms: ~35 MNOK/year
- Services (related to consulting and consultancy): MNOK 20/year
- Other software: (increasing volume, estimated price depending on final scope of "Tail software")

The prices of software have risen sharply in the last agreement period. There have also been major changes in our use of all forms of software and software solutions in the past pandemic period. NRK therefore chooses to set a high limit on the overall value of the entire scope of the agreement. The total value can therefore reach NOK 500 million over four years. NRK cannot state or commit to a specific volume beyond what has been attempted to be stated in the tender documents, neither for the individual area of need nor for the overall scope, as the need will vary greatly depending on technological development and demand during the contract period. At the same time, changes are taking place in NRK's cloud strategy and the associated need for service use, which can lead to a significant change in volumes and actual software in use during the contract period.

Call offs under the agreement are also not expected to take place evenly over the agreement period, but may occur concentratedly in periods. NRK reserves the right to tender larger needs/projects to competition separately.

Please note that NRK currently acquires all types of Microsoft licenses over our existing EA agreement. This has an expiry date of June 2025.

Due to the market situation and supplier conditions, NRK also acquires some licenses directly from the manufacturer (i.e. not through a license partner) where this is the only possible way to acquire the software.

NRK must also make reservations that budget changes and changed priorities may affect the use of this framework agreement. We must therefore draw attention to an unusually large degree of uncertainty surrounding this procurement linked to this framework agreement during the agreement period.

## 2.2 Number of frame agreements and agreement period

NRK will enter into one frame agreement with one supplier.

The framework agreement shall have a duration of 2 years with an option to extend one or more times for up to 2 years, for a total of 4 years.

## 2.3 Tender for parts of the assignment

NRK reserves the right to reject offers that only cover parts of the assignment.

## 2.4 Time schedule

The procurement will take place in accordance with the general tentative milestone plan shown in the table below. Contractors will be notified if NRK decides to alter the schedule.

Activity	Date
Date of publication	13.09.2022
Deadline for submitting request for qualification (30 days after publication)	11.10.2022 at 12.00 CET
Invitation to submit Tender	14.10.2022 at 12.00 CET
Deadline for submitting questions concerning the tender document	31.10.2022 at 12.00 CET
Deadline for submitting Tender (25 days after deadline for submitting request)	08.11.2022 at 12.00 CET
Evaluation	Week 45-46
Contract negotiations	Week 47
Evaluation	Week 48
Contract negotiations	Week 49
Notification of contract award (tentative date)	Week 50
Expiration of grace period	10 days from award
Signing of contract	Week 52- week 1
<i>Deadline for period during which offers are binding</i>	<i>Three months from bid date</i>

## 3. RULES FOR THIS TENDER COMPETITION

### 3.1 Procurement procedure

This public procurement is conducted as a negotiated procedure in accordance with the Norwegian Procurement Act of 17. June 2016 (Anskaffelsesloven) and the Regulations on Public Procurement No. (Anskaffelsesforskriften) FOR 2016-08-12-974, section I and III - above the EU threshold values.

NRK reserves the right to reduce the number of proposals to be subject to negotiation. A reduction may take place before the negotiations start, or after each of the negotiation stages.

Contenders are expected to possess the necessary knowledge of the general public rules and regulations applicable to the public sector purchases in Norway and the EU. Any omission or mistake in any way whatsoever with reference to this does not give the contender any right to an additional claim.

It is important that the Contenders submit the bid according to the rules in this document.

### 3.2 Contract notice

The procurement is publicly announced at [www.mercell.no](http://www.mercell.no) (reference NRK-MA3506/22E), [www.doffin.no](http://www.doffin.no) and TED ([www.ted.publications.eu.int/official](http://www.ted.publications.eu.int/official)).

The procurement has also been subject to a Prior Information Notice (Doffin reference: 2022-390209, TED reference: [2022/S 073-197037](http://www.ted.publications.eu.int/official)). In this matter NRK has conducted a market dialogue with potential contractors. This was done to understand the potentials in these types of contracts and to increase the potential to have more than one bid as NRK experienced last time this contract was out for tender.

### 3.3 Confidentiality and freedom of information

With reference to regulations on Public Procurement No FOR 2016-08-12-974 (Anskaffelsesforskriften), section § 7-3 and the Act on the right of access to documents in public services (Act 2006-05-19 no 16) section §23. According to this act, access to the bids and protocols that have been submitted, can be withheld until the award of the Contractor has been made. After the Contract award, the public can require access to, among other things, filed qualification applications and submitted tenders prepared for publication.

NRK may exempt information considered as trade secrets and other matters of competitive significance, ref. the Norwegian Public Administration Act § 13. Hence, NRK will require the Contender to enclose a copy of the filed application for qualification where any trade secrets or other matters of competitive significance has been censored. The contenders should note that NRK has an independent responsibility to assess the extent of information that the Contender requests to be exempt from publication.

If the contender does not enclose a document specifically prepared for publication, NRK will consider the original qualification document ready for publication at its own discretion. Qualification applications and tenders will not be returned but filed or properly destroyed.

### 3.4 Validity period

Tenders must remain valid for three months after the deadline for tenders as stated in section 1.5 above, or until contracts has actually been signed if this takes place before the expiry of the validity period.

### 3.5 Additional information, communication concerning the procurement

This procurement will be managed in the Mercell portal. The contractors will be allowed to access, via the portal, the tender documentation and other correspondence relating to the procurement, and to submit an electronic version of the tender.

Any queries on the tender documentation and other enquiries relating to the procurement must only be submitted via [www.mercell.no](http://www.mercell.no). Enquiries must be labelled with a case number: "MA3506/22E". The deadline for queries is stated in section 1.5 above.

Responses to other enquiries cannot be expected. Attempts to acquire information or influence NRK staff involved in the procurement could lead to rejection or cancellation of the tendering procedure.

Questions received will be reviewed and answers in a general, anonymous fashion and will be distributed continuously via [www.mercell.no](http://www.mercell.no), from which email notifications to the contacts of all contractors invited to participate will be generated.

If you have any questions about how to use Mercell, please contact Mercell Support on +47 21 01 88 00 or by e-mail: [support@mercell.com](mailto:support@mercell.com).

### 3.6 Contender conference in Microsoft Teams

To ensure that all potential contenders do have the same understanding of the requirements and how to respond to this RFP, NRK will offer a Contender conference in Microsoft Teams. **This meeting will not be held if there are no requests for such a meeting.**

Contenders must respond in the Mercell portal to require participation in such a conference. The link to this conference will be

**Title: MA3506-22E-LSP Contender Conference in Microsoft Teams**

**When: Tuesday 27 September 2022 09:00-10:00 (UTC+01:00)**

**Where: Microsoft Teams meeting**

[https://api.captions.office.microsoft.com/cartcaption?meetingid=%7b%22tld%22%3a%229d2ac018-e843-4e14-9e2b-4e0ddac75450%22%2c%22old%22%3a%223669ac3c-0e96-4cc3-9e1d-3be682cf3a1d%22%2c%22thld%22%3a%2219%3ameeting\\_NWVkmM00N2EtYWI3ZS00YjViLWFIY2YtMzMzMyNzdkYTlhYWQx%40thread.v2%22%2c%22mld%22%3a%220%22%7d&token=rh6vcbj](https://api.captions.office.microsoft.com/cartcaption?meetingid=%7b%22tld%22%3a%229d2ac018-e843-4e14-9e2b-4e0ddac75450%22%2c%22old%22%3a%223669ac3c-0e96-4cc3-9e1d-3be682cf3a1d%22%2c%22thld%22%3a%2219%3ameeting_NWVkmM00N2EtYWI3ZS00YjViLWFIY2YtMzMzMyNzdkYTlhYWQx%40thread.v2%22%2c%22mld%22%3a%220%22%7d&token=rh6vcbj)

If changed it will be distributed in the communication module in the portal.

### 3.7 Correction, supplementation, or amendment of the tender documentation

If the supplier becomes aware that the tender documentation could include potential errors or unclear points, or that files sent cannot be read as anticipated, it is the obligation of the supplier to get in touch with the contact at NRK in order to have the error corrected or the unclear points clarified.

NRK reserves the right to make necessary amendments to the tender documentation. The deadline for tenders could be extended accordingly, where necessary.

### 3.8 Structure of the tender notice

The tender notice consists of:

- This document
- MA3506-22E- Standard Terms and Conditions SSA-R (2015)
- MA3506-22E- Standard Terms and Conditions SSA-B (2015)
- MA3506-22E- Standard Terms and Conditions SSA-little cloud (2021)
- MA3506-22E- Standard Terms and Conditions SSA-Cloud (2021)
- MA3506-22E - Licensing Solution Provider\_SSA-R\_Appendices 1-6 (incl. Requirement Specification)
- MA3506-22E - Licensing Solution Provider\_SSA-R\_Addendum\_Appendices 1 and 5 (incl. Requirement Specification)
- MA3506-22E-Licensing Solution Provider-Attachment 4-Standard-data-processing-agreement-GDPR-english-3
- MA3506-22E-Licensing Solution Provider-Attachment 5-license\_info\_to\_vendors
- MA3506-22E- Declaration of commitment
- Summary of NRK-MA3506-22E RFI with LSPs

## 4. QUALIFICATION REQUIREMENTS

### 4.1 The European Single Procurement Document (ESPD)

The tender must fill out the European Single Procurement Document (ESPD). ESPD is a self-declaration of the businesses' financial status, abilities, and suitability for a public procurement procedure. <https://ec.europa.eu/tools/espdc/filter?lang=en>.

As a preliminary documentation on fulfilment of qualification requirements, that there are no grounds for rejection and possible fulfilment of selection criteria, the supplier must complete the integrated ESPD form in Mercell.

### 4.2 ESPD for subcontractors

If the supplier wants to rely on subcontractors or partners for fulfilment of the contract, an ESPD form must also be submitted for each individual subcontractor / partner, cf. FOA § 17-1 (6).

### 4.3 National grounds for rejection

According to the ESPD Part III: Grounds for rejection, section D: "Other grounds for rejection provided for in the national law of the client's Member State" The Norwegian procurement rules go beyond what follows from the grounds for rejection stated in the EU Public Procurement Directive and in the standard form for ESPD. 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 of the grounds for rejection in the Procurement Regulations § 24-2 are purely national grounds for rejection:

- §24-2 (2). This provision states that the client shall reject a supplier when he is aware that the supplier has been legally convicted or has adopted a fine for the specified criminal offenses. The requirement that the client must reject contractors who have adopted fines for the specified criminal offenses is a special Norwegian requirement.
- 24-2 (3) letter i. The reason for rejection in the ESPD form only applies to serious errors in professional practice, while the Norwegian reason for rejection also includes other serious errors that may lead to doubts about the supplier's professional integrity.

#### **4.4 Mandatory documentation requirements**

This section includes supplier requirements. These must be regarded as minimum requirements which must all be met for contractors to participate in the tendering procedure.

As a preliminary documentation of fulfilment of qualification requirements, that there are no grounds for rejection and possible fulfilment of selection criteria, the supplier must complete the integrated ESPD form in Merccell, cf. Chapter above. In addition, we request that the documentation requirements specified below in this chapter to be submitted as an appendix in Merccell:

Qualification requirements	Documentation requirements
<p><b>Q 01</b> – The company should have no substantial arrears relating to the payment of taxes and fees.</p>	<p><b>Appendix 1:</b></p> <p><b>Norwegian Contractors:</b>  <a href="#">Documentation on the tax paid and the employer’s salaries from kemnerkontor</a> (Certificate Order RF-1245 &lt;This form is used to order certain certificates and extracts from the Norwegian Tax Administration). They must not be older than 6 months following the deadline for tender submission. If there are arrears, these must be explained.</p> <p><b>International Contractors:</b>  Contractors are encouraged to submit certificates, not older than 6 months, issued by the competent authority to the effect that the Contractor has fulfilled his obligations relating to the payment of taxes, social security contributions and VAT. Tax certificates are issued by the chief municipal treasurer in the municipality where the Contractor has their head office and by the tax collector in the equivalent.</p>

#### 4.5 Contractor’s organisational and legal position

Qualification requirements	Documentation requirements
<p><b>Q 02</b> – The contractor must be a legally registered company</p>	<p><b>Appendix 2:</b> Company certificate or equivalent documentation indicating that the supplier is registered with a trade register in his homeland</p>

#### 4.6 Economic and financial position

Qualification requirements	Documentation requirements
<p>Q 03 – The Contender shall have sufficient economic and financial capacity to fulfil the contractual obligations.</p>	<p>The Contender’s economic and financial situation should be documented with the following information:</p> <p>Financial statements for the last three fiscal years including P&amp;L statement, balance sheet, board of directors’ annual report and external auditor’s report (or equivalent).</p> <p>Any recent information of relevance, e.g., quarterly reports.</p> <p>If the contender relies on other enterprise’s capacity in order to fulfil the qualification requirement, the enclosed “Declaration of commitment” from the relevant subcontractor(s) or co-operating enterprises shall be filled out and submitted, signed by a duly authorised representative from the actual third party/parties. Similar documentation as requested above must also be submitted for the other enterprise.</p> <p>NRK will obtain a solvency assessment of the Contender’s economic and financial situation through Experian. If the Contender also would like to provide their own – it must:</p> <ul style="list-style-type: none"> <li>- be based on the most recent annual or later financially relevant information</li> <li>- provide information on credit worthiness and the degree of bankruptcy risk</li> <li>- not be dated later than 3 months prior to the closing date for submission of request to participate.</li> </ul>

#### 4.7 Technical and professional qualifications

Qualification requirements	Documentation requirements
<p>Q 04 Previous experience – The Contender shall have good experience from previous similar and relevant contracts.</p>	<p>Documentation of at least two the most recent and important contracts in the previous five years. The documentation must provide for:</p> <ul style="list-style-type: none"> <li>- customers' name and contact information</li> <li>- delivery scope and delivered solutions and services. <b>Explain how they are relevant</b></li> <li>- value and duration of the delivery</li> <li>- Description of project implementation (e.g., phases, organisation, methodology)</li> <li>- statement of whether the delivery has been performed by the Contender alone or with the help of subcontractors/co-operating enterprises. If not alone, you must specify the percentage performed by other than the Contender.</li> </ul> <p>NRK reserves the right to make necessary inquiries about the relevance of the documented deliveries in order to get a complete picture of the Contender's capabilities. <b>NRK should be able to contact the references directly without further approval from the Contender.</b></p>

Qualification requirements	Documentation requirements
<p>Q 05 Competence and Capacity – The Contender shall have the capacity and the expertise in relation to the services offered.</p>	<p>Documentation of the organisational, professional and technical qualifications of the contender, whether it belongs to the Contender itself or subcontractors/ co-operating enterprises, listing the number of personnel that can be made available for the execution of the contract. The contender shall:</p> <ul style="list-style-type: none"> <li>• Provide an overview of the professional competence and experience offered (One page).</li> <li>• Describe the Contender’s organisation and the resources the Contender has at his disposal for the fulfilment of the contract.</li> <li>• Describe the support and maintenance organisation for this type of delivery, including location and roles.</li> <li>• Specify the number of employees, and their experience and certification level per area. Furthermore, which capacity will be made available for the fulfilment of the contract with regards to; the delivery of the project; the subsequent service support and maintenance; remote operation; and service-based deliveries.</li> <li>• Specify turnover in percentage terms for employees and managers for the past three years.</li> </ul> <p>It must be identified to which organisational/legal entity the resources belong/are employed.</p> <p>If the Contender relies on other enterprise’s capacity in order to fulfil the qualification requirements, the enclosed “Declaration of commitment” and ESPD from the relevant subcontractor(s) or co-operating enterprises shall be filled out and submitted, signed by a duly authorised representative from the actual third party/parties.</p>
<p>Q 06 Quality assurance – The contender shall have established suitable methods and/or systems to ensure the quality of the deliveries.</p>	<p>A copy of certificates (ISO9001 or equivalent) issued by an accredited certification body that documents that the contender has implemented quality assurance measures relevant to the scope.</p> <p>If the contender is not certified according to relevant standards, the contender can instead provide a brief presentation of the contender’s implemented methods and/or systems for quality assurance for the relevant parts of the deliveries. The documentation must contain a high-level description and be prepared specifically to enlighten how this has been implemented for the areas such as organisation, management, training, processes and routines so that they provide high quality and value for the customers.</p>

#### 4.8 Selection criteria’s

NRK will select a minimum of three (3) among the qualified candidates for the tender

phase, provided that there are a sufficient number of candidates who are qualified. The selection will of be based on an overall assessment of the contenders' documented economic and financial situation as well as their technical and professional capacity, the latter of which will be significantly emphasized. Likewise, the selection will be based on the assessed degree the contenders fulfil the following four qualification requirements Q 03 – Q 07.

## 5. Requirements for the application to qualify

### 5.1 Language

The request for qualification shall be written in Norwegian or English.

### 5.2 The structure and the content of the application

Contenders are asked to note that all descriptions must be as exhaustive and transparent as possible.

The contenders must ensure that the documentation requirements are sufficiently exhaustive for NRK's ability to evaluate the Contenders qualifications, though NRK encourage you to keep responses short and concise. Extensive use of references to brochures or other general information where NRK has to search for the necessary information should be avoided. Similarly, any links to external websites cannot be taken into consideration. Failure to abide by these recommendations may result in the discarding of the Contender's request for participation.

The application should contain the following parts and documents:

Part	Description
1.	Signed application letter (scanned letter with signature), including <ol style="list-style-type: none"> <li>a. Full name and address, and complete contact information for the Contender, including contact information for the person responsible for the application.</li> <li>b. Brief description of the Contender and any subcontractors/partners; history, markets, products and services, organisation, etc.</li> <li>c. Information of which parts of the delivery any subcontractors/partners are intended to be used</li> <li>d. The Contender's statement for his understanding of section 3.3 above</li> </ol>
2.	Signed declarations of commitment from any subcontractors/co-operating parties.
3.	Public certificates, cf. sections 4.4 and 4.5. <ol style="list-style-type: none"> <li>a. Q 01 Certificate on the taxes and VAT paid</li> <li>b. Q 02 Certificate or equivalent documentation showing that the Contender is registered in a public register in their home country</li> </ol>
4.	Documentation on fulfilment of the requirements to the Contender's economic and financial situation (cf. Q 03)
5.	Documentation on fulfilment of the requirements to the Contender's technical and professional capacity (cf. Q 04-06)

All electronic application files/documents must be labelled as follows:

<MA-3506>\_<Part no>\_<name of document>\_>Company short name>

Example: MA3506\_P1\_Cover letter\_Company-ABC

- **Submission of request for qualification**

The application shall be delivered electronically via the Mercell-web portal, no later than the closing date stated in section 2.4 Time schedule and must contain the following:

For avoidance of errors in the above-mentioned documents, we both want to receive the above in its original file format (e.g. word, excel) individually

Plus one (1) searchable PDF-binder containing all the individual files in the correct order to help NRK to see the entire application layout the way it is intended to be read

One censored version according to the description in section 3.3.

Please note that the Mercell portal will close at delivery deadline.

For further assistance, please contact Mercell support at [support@mercell.com](mailto:support@mercell.com) and telephone

+47 21 01 88 60 / +47 21 01 88 00.

## 6. REQUIREMENTS FOR THE TENDER

### 6.1 Submission of the tender

Qualified and selected contenders will be invited to participate in a negotiated procedure to offer a framework agreement as a Licensing Solution Provider who can handle orders for licenses and subscriptions of the portfolio NRK choose to include in the scope of the agreement, including relevant cloud services.

### 6.2 Requirement Specification

For further information on the content of the procurement, refer to MA3506-22E - Licensing Solution Provider\_SSA-R\_Appendices 1-6 and MA3506-22E - Licensing Solution Provider\_SSA-R\_Addendum\_Appendices 1 and 5

### 6.3 Joint Venture Consortiums and Subcontractors

If a local partner or subcontractors are included in the bid to meet the qualification requirements, the following applies:

- Information must be provided about which areas of the procurement that the main contractor, joint venture partner and subcontractors will be meeting, and estimated percentage of the total deliverables that will be executed by the joint venture partner/subcontractor.
- Signed declarations of commitment for joint venture partners/subcontractors must be presented. This declaration must document that the required resources are at the project disposal for the procurement.

### 6.4 Tender content and structure

Contractors are asked to note in particular that all descriptions of requested tools and services must be as complete and as transparent as possible.

NRK requests that responses be kept as concise as possible in relation to what contractors are asked to describe. Extensive use of references to brochures or other general information where someone has to look for the necessary information could count against the supplier during the assessment. The responses to each section should be kept as brief as possible, but they should still describe the solutions in a way that makes it possible to assess whether they are suitable for the described and requested needs.

Tenders may include specifications/documentation providing complete and detailed information on relevant tools, including technical specifications etc.

The tender documents must be compiled as specified in the table below. The following documentation must be included in the tender:



Part	Description
6.	Signed tender letter, containing: <ul style="list-style-type: none"><li data-bbox="384 327 1366 394">e. The full name, address, and exhaustive contact information for the supplier, including contact information for the person responsible for the tender.</li><li data-bbox="384 405 1382 472">f. The supplier's understanding of section 3.1 above concerning Confidentiality and disclosure.</li><li data-bbox="384 483 1070 510">g. Deadline for period during which offers are binding.</li></ul>

Part	Description				
7.	<p>The following documentation is needed for Evaluation of Award criteria for the contract.</p> <ul style="list-style-type: none"> <li>▪ Vendors answers to SSA-R appendix 1 and 5.</li> </ul> <table border="1" data-bbox="355 416 1396 1525"> <tbody> <tr> <td data-bbox="355 416 683 1099"> <ul style="list-style-type: none"> <li>• <b>Part 1 : Mandatory</b> Requirements specification in MA3506-22E - Licensing Solution Provider_SSA-R_Addendum_Appendices 1 and 5 (incl. Requirement Specification)</li> </ul> </td> <td data-bbox="691 416 1396 1099"> <p>Please refer to the MA3506-22E - Licensing Solution Provider_SSA-R_Appendices 1-6 (incl. Requirement Specification) and MA3506-22E - Licensing Solution Provider_SSA-R_Addendum_Appendices 1 and 5 (incl. Requirement Specification) to understand details of the requirements.</p> <ul style="list-style-type: none"> <li>• Answer from the Supplier (Yes/No/Comment) to the relevant Mandatory requirements</li> <li>• Description of the Supplier's fulfilment of the Mandatory requirements as well as any comments on the requirement</li> <li>• CVs as an example of the relevant competence available in the organisation including references if available from similar experiences such as NRK.</li> <li>• Rate Cards in the specified template</li> </ul> </td> </tr> <tr> <td data-bbox="355 1111 683 1525"> <ul style="list-style-type: none"> <li>• <b>Part 2: Optional</b> Requirements specification in SSA-R, Attachment 2 (Appendix 1 and 5)</li> </ul> </td> <td data-bbox="691 1111 1396 1525"> <p>Following requirements are considered optional (Vendors will be evaluated for the following requirements)</p> <ul style="list-style-type: none"> <li>• Answer from the Supplier (Yes/No/Comment) to the relevant Optional requirements (A)</li> <li>• Description of the Supplier's fulfilment of the Optional requirements as well as any comments on the requirement (B)</li> <li>• References from Media and Broadcasting</li> </ul> </td> </tr> </tbody> </table> <ul style="list-style-type: none"> <li>▪ Individual CVs for the offered resources with competence and experience related to Appendix 1.</li> <li>▪ Completed SSA-B- Simplified (if any reservations to the agreement text)</li> <li>▪ Signed data processing agreement (Attachment 4). NRK has attempted to provide details in the data processing agreement related appendices on the type of data that shall be processed under the Frame Agreement. Contractors can recommend changes to ensure that the requirements of the agreements are met based on the services delivered.</li> <li>▪ Completed censored copy.</li> </ul>	<ul style="list-style-type: none"> <li>• <b>Part 1 : Mandatory</b> Requirements specification in MA3506-22E - Licensing Solution Provider_SSA-R_Addendum_Appendices 1 and 5 (incl. Requirement Specification)</li> </ul>	<p>Please refer to the MA3506-22E - Licensing Solution Provider_SSA-R_Appendices 1-6 (incl. Requirement Specification) and MA3506-22E - Licensing Solution Provider_SSA-R_Addendum_Appendices 1 and 5 (incl. Requirement Specification) to understand details of the requirements.</p> <ul style="list-style-type: none"> <li>• Answer from the Supplier (Yes/No/Comment) to the relevant Mandatory requirements</li> <li>• Description of the Supplier's fulfilment of the Mandatory requirements as well as any comments on the requirement</li> <li>• CVs as an example of the relevant competence available in the organisation including references if available from similar experiences such as NRK.</li> <li>• Rate Cards in the specified template</li> </ul>	<ul style="list-style-type: none"> <li>• <b>Part 2: Optional</b> Requirements specification in SSA-R, Attachment 2 (Appendix 1 and 5)</li> </ul>	<p>Following requirements are considered optional (Vendors will be evaluated for the following requirements)</p> <ul style="list-style-type: none"> <li>• Answer from the Supplier (Yes/No/Comment) to the relevant Optional requirements (A)</li> <li>• Description of the Supplier's fulfilment of the Optional requirements as well as any comments on the requirement (B)</li> <li>• References from Media and Broadcasting</li> </ul>
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## 6.5 Language

Tenders can be written in Norwegian or English.

## 6.6 Number of copies

All electronic tender documents files/documents must be labelled as follows:

**<MA-3506>\_<Part no>\_<name of document>\_<Company short name>**

Example: **MA3506\_P1\_Cover letter\_Company-ABC**

- **Submission of request for qualification**

The tender shall be delivered electronically via the Mercell-web portal, no later than the closing date stated in section 2.4 Time schedule and must contain the following:

For avoidance of errors in the above-mentioned documents, we both want to receive the above in its original file format (e.g. word, excel) individually

Pluss one (1) searchable PDF-binder containing all the individual files in the correct order to help NRK to see the entire application layout the way it is intended to be read

One censored version according to the description in section 3.3.

**Please note that the Mercell portal will close at delivery deadline.**

For further assistance, please contact Mercell support at [support@mercell.com](mailto:support@mercell.com) and telephone

+47 21 01 88 60 / +47 21 01 88 00.

## 6.7 Reservations and deviations

If the Contractor makes reservations against parts of the Tender notice, this must be clearly stated in the tender documents and cover letter. The conditions must be specified with consequences for performance, price or other matters related to the tender scope and purpose.

The same applies to deviations. Any reservations or deviations shall be precise and unambiguous so that the Contracting authority can consider them without contacting the bidder. Reservations and deviations must refer to the relevant sections in the tender documentation and be well described. Significant reservation and deviations may lead to rejection of the offer.

Any reference made by the bidder to standardized terms of delivery or the like will be considered a reservation if these deviate from the current Tender notice.

## 6.8 Alternative tenders

As is also stated in the announcement, submission of alternative tenders is not permitted beyond what is stated in this tender documentation. Alternative tenders will be rejected.

Please also refer to section 2.3 **Tender for parts of the assignment.**

### **6.9 Amendment and withdrawal**

Tenders may be withdrawn or amended up to the expiry of the deadline for tenders via the Merzell portal.

Amended tenders are to be regarded as new tenders, and these must be formulated in compliance with the tender requirements as specified above.

### **6.10 Costs for participation in the tendering procedure**

Contractors will prepare and submit tenders at their own expense and risk. Thus, NRK accepts no financial responsibility for discontinued work or other expenses in connection with contractors' participation in the tendering procedure.

### **6.11 Cancellation of the tendering procedure and total rejection**

NRK reserves the right to cancel the tendering procedure if there are reasonable grounds for doing so.

## 7. NRK'S PROCESSING OF TENDERS

This part is only applicable to those contractors who have been qualified according to chapter 4 above.

Tenders from qualified contractors will be processed in compliance with the provisions specified in sections ~~7.17.1~~, below.

### 7.1 Tender opening

Tenders will be opened immediately after the expiry of the deadline for tenders. Contractors will not be permitted to be present when the tenders are opened.

### 7.2 Cancellation

It should be noted that it will not be possible to specify significant reservations to the contract terms or the tender documentation. **Furthermore, NRK will be obliged to reject tenders which contain reservations, errors, ambiguities, incomplete sections or similar which cast doubt over how the tender is to be evaluated in relation to other tenders.**

### 7.3 Award criteria

#### 7.3.1 Main award criteria

The selection will be based on the most financially and technically beneficial tender offer, based on the following criteria:

Award criteria	Weight	Description/sub criteria
<b>Criteria 1:</b> Overall Quality of submission (requirements specified in Licensing Solution Provider_SSA-R_Appendices 1-6 and Licensing Solution Provider_SSA-R_Addendum_Appendices 1 and 5):	60%	When assessing this criterion, the client will evaluate the extent to which the offered solution meets the requirements specified in Licensing Solution Provider_SSA-R_Appendices 1-6 and Licensing Solution Provider_SSA-R_Addendum_Appendices 1 and 5). The assessment will include following considerations: <ul style="list-style-type: none"> <li>• Does the solution provide necessary details/precisions in response to key mandatory and optional requirements?</li> <li>• Degree of adherence to market best practice.</li> <li>• Quality that demonstrates that the collective experience will meet the needs of NRKs requirements</li> <li>• Demonstrate a healthy mix of capabilities in Licensing Solution Provider domains and technology that can create value for NRK.</li> <li>• <del>References from other customers like NRK.</del></li> </ul>

		<ul style="list-style-type: none"> <li>• Knowledge of Media and Broadcasting Industry as demonstrated in the submission would be evaluated positively.</li> </ul>
<b>Criteria 2:</b> Evaluation of estimated total cost	40%	<ul style="list-style-type: none"> <li>• Evaluation of the most financial beneficial offer evaluation the 3 core cost components: <ul style="list-style-type: none"> <li>○ App-5 ServiceFee</li> <li>○ App-5 Fixed Fee</li> <li>○ App-5 Rate cards</li> </ul> </li> </ul>

### 7.3.2 Other aspects of the evaluation

#### RESERVATIONS

NRK wishes to assess the scope and consequences of any reservations to the terms of the agreement, as well as any criteria and requirements from the Contractor. These will be assessed under the "Prices" criterion if the condition is deemed to be of economic value, or under the other award criteria if they are deemed to be of significance to these.

#### SCALE OF THE EVALUATION

NRK uses a scale from 0 (no answer) to 10 points (maximum score) on each part of the evaluation.

Best bid on each of the three main criteria will be awarded 10 points and the other vendors points on the actual main criteria will be adjusted accordingly.