

TENDER DOCUMENTS

OPEN COMPETITIVE TENDER

in accordance with part I and part III of the regulations

for the procurement of

Digital Asset Management-system (DAM-system)
and
Brand Centre

Case no.
2022/360042

Deadline for submission of tenders:

21.12.2022
at 12.00

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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 23 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

Innovation Norway (hereinafter the Client / Customer) wants to enter into a contract with a Supplier of a modern media bank.

The Client is in need of a **Digital Asset Management system (DAM system)** to serve as a national content bank for Norwegian organisations and businesses, national and international press, tour operators as well as Innovation Norway, Norwegian Ministry of Foreign Affairs and the rest of **Team Norway**, for availability, sharing and distribution of all types of files and content.

In addition, there is a need for a **Brand Centre** for the dissemination and safeguarding of two main brands, the Innovation Norway brand and the Brand Norway, Norway's nation brand. These two solutions must be provided from the same supplier and therefore be integrated as one solution.

Some of the content should be "open" communicated and easily accessible with availability for download and use without having to register a user account. Other content only available only for registered users who will have to agree to the set terms and conditions.

Additional services

Furthermore, the Client will be in need of assistance related to the implementation of both DAM system and Brand Centre. All assistance for implementation and ongoing assistance beyond the start-up project is considered as **additional service**. The cost is stipulated to 60

hours. The applicable contract for additional services will be SSA-B simple.

It is difficult to estimate the value of the procurement, but based on historical figures, the estimated nominal value is NOK 6.000.000. This is, however, only an estimated upper frame, not binding for the Client.

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 1 - Requirement specification DAM*.

2.2 Status of today

Today, the Client has a presentation of the value creation project **Brand Norway**, a brand centre with a limited presentation of the brand, guidelines in connection to a digital solution for the storage and distribution of content such as logos, colours, fonts, images/videos/sound files and other documents and files; <https://content.brandnorway.no/>

Through this tender the Client wants to be able to offer a modern, digital, intuitive and user-friendly solution and service to meet today's, as well as tomorrow's, new wishes/needs/functions and way of work.

Today's solution currently stores approximately:

- 2 TB of data + 200 TB of video
- 5 362 registered and named users with profiles.
- 7 admin users

The users of the database are both:

- Own employees
- Foreign Ministry employees
- Team Norway organisations
- Agencies working for IN/Team Norway
- External users/third parties such as: Tour operators, National and international press etc.
- Norwegian companies and/or actors who collaborate with Norwegian actors

Volume in terms of the number of users and use is increasing, and with the ambition to have both brands in this one system, an increased focus on export and use of the nation brand, content and toolbox, the Client calculates that the volume will increase during the term of the agreement to approximately:

- 300 TB of data
- 6000 users
- 20 admin users

2.3 Appendices:

Appendices to the tender document:

- Appendix 1 – Requirement specification DAM
- Appendix 2 – Price schedule DAM
- Appendix 3 – Contract SSA-cloud
- Appendix 4 – Standard changes to SSA-Cloud
- Appendix 5 – SSA-B simplified
- Appendix 6 – Standard changes to SSA-B simplified

2.4 Tender for parts

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 lasts 2 years.

The Client has an option to extend the contract on the same terms by 1 + 1+ 1 + 1 years, making the total possible term of contract 6 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 three months' written notice.

The following contract terms will apply:

- For the **DAM-system and Brand Center** the contract SSA-Cloud will apply with standard changes, jf. *Appendix 3 – Contract SSA-cloud* and *Appendix 4 – Standard changes to SSA-Cloud*
- For **additional services** specified in section 2.1 above the contract SSA-B simplified will apply with standard changes, jf. *Appendix 5 – SSA-B simplified* and *Appendix 6 – Standard changes to SSA-B simplified*.

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.

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 competition form is an open competitive tender in

accordance with sections I and II of the Regulation, cf. the Public Procurement Regulation, Section 13-1 (1).

With this procedural form, all interested suppliers can submit a tender. Negotiations are not allowed, cf. Section 23-6.

4.2 Submission and formulation of tenders

The tender must be submitted electronically via the Mercell portal www.mercell.no by the deadline. The supplier shall submit the requested information and documentation in accordance with the qualification requirements and award criteria. 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.

4.3 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 4.6, 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.

4.4 Progress plan

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

Activity	Date and time (CET)
Deadline (when the tender must be received by the Client)	21.12.2022 at 12.00
Evaluation of tenders	Week 51/52
Selection of contractor and notification to suppliers	Week 1/2 (2023)
Qualifying period	10 days from the time that supplier selection has been announced
Signing of contract	Week 3/4
Period of validity*	3 months from the deadline for tenders

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

Please note that the dates after the deadline for submitting tenders are only tentative.

4.5 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 tender 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 the supplier has any questions, the supplier is encouraged to direct such questions to the Client no later than 6 days before the expiry of the application deadline. Inquiries shall be made via the Mercell portal.

4.6 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.

4.7 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.

4.8 Communications

All communication, such as questions concerning the competition documents, shall take place via the Merzell 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.

The UN's Sustainable Development Goals are the world's joint work plan to eradicate poverty, fight inequality and stop climate change by 2030. The UN's Sustainable Development Goals consist of 17 goals and 169 sub-goals. The goals must act as a common global direction for countries, businesses and civil society.



The goals were created in a democratic way through input from countries all over the world and the next ten million people had their say through a survey. Prior to the sustainability goals, the Millennium Development Goals (2000-2015) led to great progress in areas such as education and health, but have also been criticized for only addressing symptoms of poverty. The sustainability goals must do something about the causes of poverty, inequality and climate change.

One of the main principles in the sustainability goals is that no one should be left out (Leaving no one behind). The most vulnerable people must therefore be prioritized. Examples of excluded groups are people with disabilities, refugees, ethnic and religious minorities, girls and indigenous peoples.

The EU's taxonomy for sustainable economic activities (EU taxonomy for sustainable activities) - often referred to as the taxonomy - is also included in the topics under the EU's green grant. The aim is to contribute to increased private investment in economic activities that contribute to the green shift in Europe. On 21 April 2021, the European Commission laid down new rules on how certain economic activities are to be classified for sustainability. The aim of the EU's taxonomy for sustainable economic activities is to contribute to increased private investment for the green shift in Europe. The Client assumes that the Supplier contributes to sustainable development and social responsibility by working in line with the UN's sustainability goals and the above-mentioned reporting standards.

6.2 Anti-corruption

The Client has a zero-tolerance policy for corruption, and its anti-corruption policy applies to all 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.

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.

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. <p>To be documented when completing the ESPD.</p>
Requirements – professional qualifications	Documentation requirements
The supplier must have relevant expertise and experience from similar assignments/deliveries.	<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. (CVs should not be attached here.) • 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. <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 contract, hereby use subcontractors to fulfil separate parts of the 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
<p>Price Will be evaluated based on the following:</p> <ul style="list-style-type: none"> - The sum total cost in Table 3 in <i>Appendix 2 - Price schedule</i>. 	30 %	The supplier must complete the price schedules in <i>Appendix 2 – Price schedule</i>
<p>Quality, functionality and service Will be evaluated based on the following:</p> <p><u>For Chapter 1-4:</u> How the Supplier delivers a service and solution which is effective and modern, intuitive and an user-friendly digital solution to meet today's, as well as tomorrow's, new wishes/needs/functions and functionalities for way of work with a Brand Centre and a DAM where the DAM is the one source of through for the content.</p> <p>How the solution meets and fulfill the requirement type V specified in <i>Appendix 1 Requirements specification</i> hereby:</p> <ul style="list-style-type: none"> - Functionality and quality of the solution customized Innovation Norway's needs and ambitions, - Understanding of and the solutions and services possibility to respond to different user groups with different needs and for direct access for different user groups to different content relevant for them. - Functionality and user friendliness of the system for ex. finding, sharing, uploading 	70 %	The supplier must complete <i>Appendix 1 - Requirements specification</i> Requirement type V in Chapter 1-4.

<p>of content, making and sharing of collections of content, possibility for creating dynamic templates and having ready to use programmed templates for easy production anywhere in the world, as well as system integration for having the DAM as the single source of through for content.</p> <p><u>For Chapter 5:</u> The suppliers understanding of and answer to the case in chapter 5 and how this meets Innovation Norway's needs, hereby:</p> <ul style="list-style-type: none"> - How the Made in Norway initiative, Sustainable Tourism and Green Travel can be presented, communicated and made available in an appropriate and simple way using the Supplier's solution. <p><u>For Chapter 6:</u> The Supplier's description of the Start-up project, hereby:</p> <ul style="list-style-type: none"> - How the plan is considered as thoroughly worked out, feasible and adapted to Innovation Norway's needs. 		<p>The Supplier must answer the case in <i>Appendix 1 - Requirements specification</i> Chapter 5.</p> <p>The Supplier must answer the case in <i>Appendix 1 - Requirements specification</i> Chapter 6.</p>
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10.2 Awarding of points and weighting model

The evaluation will use a points scale from 1 to 10 points, where 10 points will be given to the best response for a given award criterion, and a relatively lower score to the remaining tenders. For the award criterion Price, a linear model will be used.

In the event that the highest price is twice as high as the lowest price, a proportionate model will be used. In the event that a price item is set at NOK 0, the following formula will be used:

$$\text{Points} = 10 - 10 \times \frac{\text{current price}}{\text{selected maximum price}}$$

The weighting will be according to 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.