



NRK MA-3110/18E
FRAMEWORK
AGREEMENTS
FOR
CDN SERVICES

TENDER PROVISIONS

TABLE OF CONTENTS

1. Introduction	2
2. Tender Documents.....	2
3. Administrative provisions	3
3.1. Contract notice	3
3.2. Procurement procedure	3
3.3. Time Schedule	3
3.4. Communication regarding the procurement.....	4
3.5. Confirmation of intent to participate	4
3.6. Language	4
3.7. Guidelines for responding to requirements	4
3.8. Confidentiality and freedom of information	5
3.9. Cancellation of the competition and complete call off.....	5
4. The structure and the content of the tender	5
4.1. Tender documents	5
4.2. Submission of the tender	6
4.3. Alternative tenders	7
4.4. Amendment and withdrawal.....	7
4.5. Abidance period	7
5. Evaluation	7
5.1. Rejection of tenders	7
5.2. Award Criteria.....	7

1. INTRODUCTION

Norwegian Broadcasting Corporation Ltd., subsequently named NRK, invites qualified and selected contenders to participate in a negotiated procedure to offer framework agreements for delivery of a Content Delivery Network (CDN) service.

The purpose of this procurement is to enter into parallel framework agreements for providing CDN and related services in order to distribute the content offered by NRK on Internet. We expect the chosen providers to provide a distribution over the internet in Norway and to some extent outside the borders of Norway.

More on the extent and scope of these agreements can be found in the tender documents.

The scope of the procurement is based on the current needs, organisational structure, and may be subject to change or adjustments for e.g. new services and changes in NRK's organisational structure that may affect the agreement.

Please also refer to the Qualification basis for a description of background information and purpose of the procurement.

2. TENDER DOCUMENTS

The Tender Basis for the negotiated procedure consist of these Tender Provisions and general contract terms with appendices and attachments.

The Tender documents consist of the following parts and documents:

Part	Document
I	Tender Provisions (this document)
II	Contractual terms for this delivery (A1 Contractual terms CDN services)
III	Appendices and attachments: <ul style="list-style-type: none"> • CDN specifications including compliance form (A2 CDN Specifications) (later to be Appendix 2 in the Contract) • Attachment 1 to the A2 CDN Specifications - for SLA details • Project and progress plan (Appendix 3) • Appendix for itemized pricing, sub sums and price principals (A4 CDN Prices and Charging) (later to be Appendix 4 in the Contract) • Appendix for Amendments for the enclosed contract terms (A5 Changes to the Contract Terms) (later to be Appendix 5 in the Contract) (empty form) • NRK-MA3508-22E Tender_Provision Attachment_1_Status NRK TV.pptx • NRK-MA3508-22E Tender_Provision Attachment_2_Status NRK TV week 5 2023.pdf • NRK-MA3508-22E Tender_Provision Attachment_3_Status NRK Radio.pptx
IV	Data Processor Agreement (To be completed and signed by the parties)

3. ADMINISTRATIVE PROVISIONS

3.1. Contract notice

The procurement is publicly announced at www.mercell.no (reference NRK-MA3508-22E), www.doffin.no and at TED (www.ted.publications.eu.int/official).

3.2. Procurement procedure

This public procurement is conducted as a negotiated procedure in accordance with the Norwegian Act on public procurement of 17. June 2016 (LOA) and the Regulations on Public Procurement No. (FOA) 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 might 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.

3.3. Time Schedule

The procurement is scheduled to be completed in accordance with the tentative and high-level time schedule provided below.

Milestone/activity	Date
Announcement of Contract Notice and invitation to request for qualification	3. Mars 2023
Deadline for submitting questions	27. March 2023
Closing date for submitting request for qualification	3. April 2023 at 12 noon CET
Notification of the result of the qualification and selection. Distribution of the Tender Basis to qualified and selected contenders	14. April 2023
Closing date for submitting questions concerning the tender documents	2. May 2023
Closing date for submitting written tender proposal	8. May 2023 at 12 noon CET
Initial evaluation	Week 19 and 20 may be also 21
Initial negotiations	Week 21 or 22
Submission of revised proposals	Week one week
Final bid	Tentatively week 24
Contract award notification.	Tentatively week 26
The contract will be signed after the expiry of the standstill period of 10 days following the contract award notification.	

Please observe: In this competition, it is difficult for NRK to specify how extensive the negotiation rounds will need to be. In practice, this means that we will at least conduct one round of negotiations with all providers. Hence, we will not be able to decide in advance

whether there will only be one bid revision which will also be the last and final offer or whether we will need several offer revisions before we can ask for the last and final offer. The decision will be communicated in the first negotiant round.

3.4. Communication regarding the procurement

This procurement process is managed in the Mercell portal. The contenders will gain access through the portal to download qualification and competition documents, as well as to conduct other correspondence concerning the acquisition and submit an application for participation.

Any questions regarding the qualification basis and other matters concerning the procurement process should only be addressed through the Mercell portal's communications module. Inquiries should be labelled "NRK MA3508-22E " in the subject field.

Other inquiries cannot be expected to be answered.

Incoming questions will be reviewed and answered in a general and anonymous manner, and will successively be distributed via the Mercell portal, where e-mail notification will be submitted to the contact person registered, not later than the date described in the timetable above.

For further assistance regarding use of the portal, please contact Mercell support at support@mercell.com / +47 21 01 88 60 / +47 21 01 88 00.

3.5. Confirmation of intent to participate

Qualified Contenders are asked to confirm the successful download of the Tender Provisions, and inform NRK whether they intend to participate in the competition. This should be communicated through the Mercell portal by using the "I want to submit an offer" button.

3.6. Language

The tender and all written communication for this tender competition shall be written in English or Norwegian.

3.7. Guidelines for responding to requirements

NRK requires the contender to respond to *all* the requirements listed in the appendices. The responses to each requirement describe the offered solutions in a way that makes it possible to assess to what extent the fulfilment is suitable for NRK's needs.

NRK requests that responses to the Customer Requirement Specifications be kept concise in relation to what contenders are asked to describe; although as complete and as transparent as possible. 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.

Please also note that the requirements described with "must"/"shall"/"should" only represent a classification of importance – which means that fulfilment of the requirement can be with an adequate substitute. This can also overrule any inconsistencies with respect to the use of "must"/"shall"/"should" in the requirements description.

3.8. Confidentiality and freedom of information

All Contenders have a duty of confidentiality related to this tender. This obligation relates to any information about the Customer, the Customer's systems or other issues that they may become aware of, pursuant to the Norwegian Public Administration Act of 10 February 1967 § 13.

NRK and its employees undertake to prevent others from gaining access to or knowledge of information on the Contenders, the Contenders' systems or other issues the Customer may become aware of in connection with this tender.

According to the regulation on public procurements FOA § 7-3 on public disclosure, the general public can, in accordance with the Act on the right to access documents of public entities (LAW 2006-05-19 no. 16), demand access to, among other things, tenders submitted after contract award.

In order for NRK to be able to fulfil its duty of confidentiality in accordance with FOA § 7-4, together with the qualification application and offer, the tenderers are asked to enclose a copy where any information considered as trade secrets and other matters of competitive significance, client information - importance to keep secret, cf. FVL § 13, are redacted. In this connection, NRK draws attention to the fact that we have an independent responsibility for assessing the extent of information that the providers request, excluding public information. Correspondingly if a specially prepared document is not delivered for 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.

3.9. Cancellation of the competition and complete call off

NRK reserves the right to cancel the competition and/or reject all tenders in accordance with FOA § 22-1.

4. THE STRUCTURE AND THE CONTENT OF THE TENDER

4.1. Tender documents

The submitted tender should contain the following parts and documents:

Part	Description
1.	<p>Signed Cover letter (scanned letter with signature), containing:</p> <ul style="list-style-type: none"> a. Full name and address, and complete contact information for the contractor, including contact information for the person responsible for the application. b. Information of which parts of the delivery any subcontractors/partners are intended to be used c. Providers name and contact information for the two most relevant reference projects delivered by the proposed personnel along with a brief description of why the references are assumed to be of relevance for this delivery. d. The contractor's statement for their understanding of section 3.8 above. e. Confirmation of abidance period, c.f. section 4.5 below. f. Signature by an authorized person.

2.	<p>All tender documents in relation to the implementation and operation of the CDN service listed below are to be submitted as part of the Provider's proposal:</p> <ul style="list-style-type: none"> • Completed – Appendix 2 for CDN specifications including compliance form (A2 CDN Specifications) • Completed – Attachment 1 to the A2 CDN Specifications - for SLA details • Completed - Appendix 3 for Project and progress plan for the establishment phase (A3 Project and progress plan) • Completed - Appendix 4 for itemized pricing, sub sums and price principals (A4 CDN Prices and Charging) • If any, Completed - Appendix for Amendments for the enclosed contract terms (A5 Changes to the Contract Terms) (empty form) • If any, Standard Service level with standardised compensations • If any, Standard terms and conditions for third-party deliveries • Completed Data processing agreement included the signed Attachment 1: Vendor security requirements as appendix three in this agreement.
----	---

4.2. Submission of the tender

The tender shall only be delivered electronically via the Merccell-portal no later than tender deadline as stated in section 3.3 above. Please note that the Merccell portal will close at delivery deadline.

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

<Part no>_<MA3508>_<name of document>_<Company short name>

Example: P1_MA3110_Cover letter_Company-ABC

For avoidance of doubt and technical errors we will ask you to provide both a complete PDF-binder with all documents in the correct order – as well as a copy of all the above-mentioned single files in its **original format** (e.g. word, excel).

- One “Complete **searchable** PDF-compendium” as NRK is meant to read the bid
- One complete set of single files/documents,
- One censored version as described in section Feil! Fant ikke referanseilden. below.

According to the Norwegian public procurement regulation only e-signatures issued in accordance with a national Requirement Specification by certification service providers registered with the Norwegian Post and Telecommunications Authority are accepted.

IMPORTANT:

The contenders will not be required to sign the submission electronically in the Merccell portal, but please remember to submit a signed and scanned copy of your cover letter if you do not sign them electronically.

For further assistance, please contact Merccell support at support@mercell.com / +47 21 01 88 60 / +47 21 01 88 00.

4.3. Alternative tenders

As stated in the public notice it is not permitted to submit alternative tenders. Alternative tenders will be rejected.

4.4. Amendment and withdrawal

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

Amended tenders are to be regarded as new tenders, which must be constructed in compliance with the tender requirements as specified above.

4.5. Abidance period

The period during which the bid shall be valid is set to three months from the submission deadline.

5. EVALUATION

This chapter contains an overview of how received bids will be evaluated.

5.1. Rejection of tenders

Possible rejection questions will be assessed in accordance with the regulation on public procurement, NRK particularly emphasizes the obligation to reject proposals containing substantial reservations to the contract terms and major deviations from the specifications and other parts of the Tender Basis.

Any deviation from requirements will be evaluated with regards to several aspects, amongst others; how substantial the deviation is, the importance of the subject the deviation relates to, the consequences for NRK and the influence on the competitive situation between the Contenders. Furthermore, an overall assessment of discrepancies might force NRK to reject a tender in order to obtain the purpose of this contract and that the total solution is comparable amongst the contenders.

5.2. Award Criteria

The evaluation including any reductions will be based on the award criteria as set out below.

Contract will be awarded to minimum three Contender and maximum four, who provide the most economically most advantageous offer based upon the evaluation of the final offers submitted after the conclusion of the final negotiations. The high-level award criteria are listed below.

Award Criteria	Weight	Sub-criteria/description
Total Quality	60 - 70 %	<p>The criteria for the evaluation of total quality are:</p> <ul style="list-style-type: none"> • Service Solution Quality and Performance; C.f. App.2 Ch. 1 - 7 with particular emphasis on the following: <ol style="list-style-type: none"> a) Ability to provide a robust CDN service quality in Norway b) Suitability for the required services (Streaming, WEB & Security)

		<p>c) Risk reduction, high up-times and stability</p> <ul style="list-style-type: none"> • Operation Quality – proposed SLA; C.f. Attachment 1 to the A2 CDN Specifications - for SLA details • Project Delivery Quality; C.f. App.3 Project and progress plan and App.2 chapter 7
Total Price	30 - 40 %	Total prices for all required services, project implementation and subsequent support. Furthermore, any additional costs associated with the Contenders' recommended changes in the Customer's technical platform will be added to the total price.

When applying the quality criteria NRK will emphasize the extent to which the Contender has documented that the provided CDN delivery and related services supports performance, risk and additional value.

The extent to which the documented fulfillment of SLA cases supports the main objectives. Other parts of the Appendices (with attachments where appropriate) as filled out by the Contender will be evaluated as contract requirements as to the extent to which they are sufficiently fulfilled – i.e. no relative evaluation.

5.2.1. Contract duration

The duration of the contracts will be a term of 2 years, with option for 1 + 1 + 1 year with maximum duration of 5 years.

5.2.1. Previous client references

Previous client references may be contacted by NRK in order to verify quality aspects of previous deliveries. Thus, the result from such reference verifications may be used as supplementary inputs for all aspects of the Quality evaluation.

It is emphasized that any evaluation of previous client references in the award evaluation differ from the evaluation of previous experience in the eligibility evaluation, as the references stated in the cover letter will be evaluated as an expression for anticipated quality related to the contract object.

5.2.2. Reservations and prerequisites

NRK will evaluate the extent and consequences of any reservations against the General Contract Terms. Similarly, for any other reservations, deviations, prerequisites and assumptions from the contender related to the Procurement Documents and the delivery. These will be evaluated under the award criterion Price if they may have an economic value or consequence, and equivalently under the relevant Quality subjects if they may have quality implications.

It is not possible to make significant reservations to the General Contract Terms or to the Procurement Documents. NRK reserves the right to reject proposals that contain reservations, errors, ambiguities, incompleteness or the like that are significant or cast doubt on how the proposal is to be assessed in relation to other proposals, and thus cannot be considered insignificant.

Any deviation from the requirements specification will be evaluated with respect to their significance, the importance of the matter they deviate from and the influence on the competitive situation between the Contenders. Furthermore, an overall assessment of discrepancies might result in a duty to reject to ensure that NRK has covered its needs and contenders compete to provide comparable proposals.