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TENDER DOCUMENT

**Invitation for open tender procedure
for
framework agreement for chemical analysis of
undesirables in feed and seafood
for delivery to the Norwegian Institute of Marine
Research**



Case No. 23/01002



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1. APPENDICES

Appendix No.	Attached documents	Include in the tender specification documents
Appendix 1	Draft contract with attachments	<input checked="" type="checkbox"/>
Appendix 2	Declaration of commitment	<input checked="" type="checkbox"/>
Appendix 3	Reference list	<input type="checkbox"/>
Appendix 4	Price and quality of methods	<input checked="" type="checkbox"/>

2. ABBREVIATIONS AND EXPRESSIONS

The following abbreviations, names and expressions are used in the tender documents:

Abbreviation	Explanation
The Procurement Act	Norwegian Public Procurement Act of 17 June 2016, No. 73
The Public Procurement Regulations	Norwegian Public Procurement Regulations of 12 August 2016 No. 974
The Freedom of Information Act	Norwegian Freedom of Information Act of 19 May 2006, No. 16
The Public Administration Act	Norwegian Public Administration Act of 10 February 1967, No. 9
DOFFIN	Database for Public Procurement
TED	Tenders Electronic Daily
Contract	The contract refers to contract documents with relevant appendices and attachments
Candidate	In this Tender, the term "Candidate" is used by all who are providers in the competition, regardless of the phase of the competition.
Merccell	The Merccell tender management tool the customer uses to manage the tender competition.
Tender documents	The common term for the announcement and the procurement document with attachments.

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3. THE ASSIGNMENT

3.1 Contracting Authority

The Contracting Authority for this procurement is the Norwegian Institute of Marine Research (IMR).

With about 1100 employees, the Norwegian Institute of Marine Research is Norway's largest centre of marine science. Our main task is to provide advice to the Norwegian authorities on aquaculture and the ecosystems in the Barents Sea, the Norwegian Sea, the North Sea and the Norwegian coastal zone.

IMR's headquarters are in Bergen, but important tasks are also carried out in our department in Tromsø, and at the research stations in Matre, Austevoll and Flødevigen. In addition, IMR has several vessels, both owned and rented ones.

More information about the Norwegian Institute of Marine Research can be found at www.imr.no.

3.2 Contract notice

The contract notice is found in DOFFIN (www.doffin.no), TED (www.ted.europa.eu) and in Mercell.

3.3 The procurement applies to


This procurement applies to a framework agreement for chemical analyses of undesirables (mycotoxins, hormones, veterinary drugs, pesticides, brominated flame retardants, synthetic antioxidants, plant toxins, processed contaminants) in seafood, fish feed and feed ingredients including oils and meals.

All analyses in this framework agreement are listed in the Attachment 4 – Price and quality of methods. In the lifetime of the framework agreement there may be changes in the list of analyses, all within the same categories. The sample types include mainly sample matrices as described in Appendix 4. However, other sample matrices may also be relevant.

If any of the methods becomes available for analysis internal at IMR, they will be analysed inhouse depending on capacity.

The framework agreement duration is for 2 years with 1 + 1 + 1 optional additional years.

See the tender specifications in Mercell for further information.

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3.4 Options

Extension of the framework agreement 1 + 1 + 1 additional years.

With options means additional services and/or additional supplies that initially is not included in the scope of the contract, but which the contracting authority, at his own discretion, has the possibility to include in the contract scope at a later stage.

Options do not involve any obligation on the part of the contracting authority.

3.5 Contract values

This procurement applies to a framework agreement for the analysis listed in Attachment 4 – Price and quality of methods. The list includes an estimated number of samples per year for each method in column I “Estimated number of samples per year”.

The volume specifications in the pricing sheet are estimated volumes per year based on statistics and current projects. The actual volume in the contract may change.

There is not an opportunity to bid on parts of the assignment.

3.6 The duration of the contract

The contract shall have a duration of 2 years, with the option for the contracting authority to extend the contract for up to a further 3 years, a total maximum of 5 years.

3.7 Requirements for terms of employment and wages

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


3.8 Contracting authority’s reservations

The specified scope are estimates based on individual statistics, reported volumes from our departments and information from existing suppliers. The Contracting Authority reserve the right to make changes to the volume based on budget, political proceedings, the Contracting Authority's activities and/or organization.

3.9 Procurement documents

The attached contract draft will be valid for this procurement, supplemented by relevant information provided in the competition process.

The candidates must familiarize themselves with the terms set out in the tender documents, the draft contract and the other procurement documents.

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4. IMPLEMENTATION OF THE TENDER

4.1 Regulations

The procurement is subject to The Procurement Act and The Public Procurement Regulations, section I and III.

4.2 Procedure

This is an open tender procedure, which means that all interested suppliers can submit tenders. The suppliers must submit the requested documents at the same time as they submit the rest of the tender.

The tender cannot be modified after the tender deadline or be changed through negotiations. If anything is unclear in the tenders, the Contracting Authority has the opportunity to request clarifications, provided that the ambiguous parts do not imply that the tender must be rejected according to the Norwegian Public Procurement Regulations.

If the tender appears to contain errors, ambiguities or omissions, the Contracting Authority can request the tenderers to clarify these issues within a short additional deadline. However, supplemental information/clarification should not result in an improvement of the tender as this would be in violation of the general prohibition against negotiations which applies when conducting an open tender procedure.

4.3 Language

The tender and all communication, both during the competition and the contracting phase, shall be conducted in English or Norwegian.


4.4 Changes to the procurement document

If necessary, the Contracting Authority can make minor corrections, additions or changes to the procurement document prior to the tender deadline. These types of corrections, additions or changes will be sent to everyone who has registered interest in the tender competition in Mercell. If the competition is revised, it will be shown as a new version of the competition.

4.5 Communication and providing information

All communication in the procurement process must take place via Mercell.

If the candidate has questions about the competition or finds errors in the competition documents, this must be reported via Mercell. Any questions the candidates may have regarding the competition must be raised by the deadline stated in Mercell. Communication is undertaken via the "Communication" tab for the tender within the Mercell system.

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If the contracting authority receives questions that concern all providers, these will be anonymized, answered and made available to all candidates who have expressed their interest in the competition.

This communication module will also be used by the contracting authority for changes in the competition.

4.6 Cancelling the tender

The Contracting authority may cancel the Tender if there are reasonable grounds.

4.7 Cost of participation

The candidate bears all costs of participating in the competition. Participation in this procurement process will not in any way oblige the contracting authority to enter into a contract with the candidate or impose any financial obligations on the contracting authority towards the candidate.


4.8 Reservations and deviations from the candidate

It is permissible to make reservations or deviations if they are not material. Bids containing material reservations / deviations from the procurement documents will be rejected. Material reservations / nonconformities include:

- Reservations / discrepancies with stipulated requirements for what is to be procured
- Comprehensive reservations / deviations to stipulated contract terms
- Reservations and / or nonconformities that cannot be calculated
- Requirement to use own (candidate's) terms of delivery and / or sales
- Non-acceptance of the contracting authority's terms such as delivery terms, payment terms, etc.
- Several minor reservations / nonconformities which, overall, must be considered material
- Reservations and / or nonconformities that make the contracting authority unable to compare the bid with other bids

Reservations and / or discrepancies must be stated in the tender, and must be precisely and unambiguously described so that the contracting authority can calculate associated costs without contact with the candidate. In evaluating the bids, reservations and/or discrepancies may result in the contracting authority considering the candidate's bid as made to the contracting authority at an increased price.

Candidates are advised to raise clarifying questions instead of making reservations or deviating from the stipulated requirements.

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4.9 Public access to the tender documents

The public law and the rules on confidentiality in the Public Administration Act apply to the public's access to documents relating to public procurement.

The contracting authority will keep the procurement protocol and the bids in the competition confidential until the successful candidate is awarded the contract. Thereafter, only information considered to be commercially sensitive or confidential personal information is exempt from public access.

The contracting authority will carry out an independent assessment of the available documents when processing the access requirement. Public access to competition documents is based on the Public Act, the Administration Act and the Procurement Regulations.

The Public Law does not require that consent be obtained for access.

4.10 Alternative tenders

Alternative tenders will not be accepted and will not be evaluated.

5. QUALIFICATION CRITERIA

5.1 Generally

Qualification criteria are minimum requirements towards the candidate's ability to deliver the relevant procurement and thus fulfil the contractual obligations.

The candidates must fulfil all qualification criteria in order to be considered qualified to participate in the competition.

The candidate is responsible for providing all documentation requested as documentation for the fulfilment of the requirements. Missing and / or divergent documentation may result in rejection of the bid.


In Mercell the term "qualification criteria" is referred to as "qualification demands".

The qualification criteria are listed in Mercell.

5.2 Electronic Single Procurement Document

In order to have your tender evaluated, the tenderer must fill in the electronic self-declaration form, European Single Procurement Document (ESPD). The ESPD must be submitted together with the tender to show that the tenderer fulfils the qualification criteria and that there are no reasons for rejecting the tenderer.

Prior to awarding the contract, the selected tenderer will be asked to provide updated documentation regarding fulfilment of the qualification requirements.

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More information on the ESPD is found here: <https://ec.europa.eu/tools/espd>

5.3 Subcontractors

Use of subcontractors is permitted.

In Appendix 2, the candidate must provide information regarding any subcontractors that will be used and their involvement in the contract.

If the Candidate needs the support of other businesses to meet the requirements in terms of economic and financial capacity and/or technical or professional qualifications, this should also be included in Declaration of Commitment, Appendix 2.

6 SPECIFICATION / TECHNICAL SPECIFICATION


The specification describes the requirements for the product / service. These are also known as technical specifications.

The Contracting Authority has specified requirements for the goods and/or services to be procured. The requirements specified are the minimum requirements that must be fulfilled. If a requirement is not fulfilled, the rejection provisions in the Public Procurement Regulations will apply.

The specification is set out in the tender specifications in Merccell. In Merccell the term “requirement” is used for the specification / technical specification.

The requirements are copied in the table below:

No.	Specifications
1.	Technical specifications
1.1.	<p>Analyses category A and B</p> <p>The category A analyses are absolute requirements. It could be accepted that up to two methods cannot fulfil all requirements in Appendix 4 – Price and quality of methods form.</p> <p>The category B analyses are not absolute requirements. Degree of fulfilment of category B analyses will be part of the evaluation.</p> <p>Analysis not in compliance with the requirements may be removed from the framework agreement.</p>

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1.2.	<p>Start date for the analysis</p> <p>The supplier must be able to start to perform the analysis in Attachment 4 – Price and quality of methods, within two weeks from contract signature.</p>
1.3.	<p>The number of samples</p> <p>The estimated number of samples to be analysed each year are provided in Attachment 4 – Price and quality of methods.</p> <p>The specified number of samples are based on ongoing activities in the current projects. The sample volumes may change according to project portfolio and activity within the time frame in this agreement. The samples will be shipped relatively evenly throughout the year.</p> <p>The supplier should be able to receive samples continuously throughout the year.</p>
1.4.	<p>Equipment for sampling</p> <p>If the supplier has special request for the sample equipment used prior to the analysis, these shall be sent free of charge to IMR.</p>
1.5.	<p>Shipment of samples from IMR</p> <p>Samples will be sent to the supplier in appropriate sampling containers in volumes required for the specific analysis.</p> <p>The samples will be sent wet weight/as they are (feed and feed materials), homogenized and frozen (fish and seafood) and cooled (feed and feed material).</p> <p>Samples will be sent in styrofoam boxes, with freezing elements to keep the samples frozen/cooled.</p> <p>All samples are labelled with sample identity numbers for tracing of samples.</p> <p>Costs for the shipment shall be included in the analysis price.</p>
1.6.	<p>Maximum shipment time</p> <p>The time frame for the shipment of samples from IMR to the supplier should not exceed 3 days, to avoid thawing of the samples. The samples will be sent Monday to Wednesday. The supplier will be responsible to handle/follow-up the samples through the custom clearance, if any issues arise.</p>




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1.7.	<p>Shipment of samples – accompanying form</p> <p>An accompanying form will be sent with the shipment of samples. The accompanying form will provide necessary information for the laboratory to perform their analysis of samples.</p> <p>The content/layout of the form will be decided before contract signature and will be added to the contract as an attachment.</p>
1.8.	<p>Damaged samples</p> <p>The supplier must control that samples have not been damaged during the transport, and that the samples are clearly marked with all necessary information.</p> <p>If there is any doubt whether a sample has been damaged, or doubt about the identity of the sample, the supplier shall contact IMR immediately.</p>
1.9.	<p>Response time</p> <p>Response time is the time from the sample is sent from IMR, Bergen, Norway, to the results are reported and available to IMR.</p> <p>Maximum response time is 6 weeks</p> <p>Maximum response time for rapid response is 1 week.</p>
1.10.	<p>Notification on delays</p> <p>If the supplier suspects that any delay could occur in meeting the response time for the analysis, the supplier shall immediately notify the IMR technical manager of the contract by e-mail.</p>
1.11.	<p>Re-analysis</p> <p>No fee will be paid for re-analysis of samples which have not been fully analysed due to error, instrument problems or any other causes that may stop the performance of the analysis in the laboratory.</p> <p>No fee will be paid for re-analysis of samples, where the re-analysed results show results deviating with more than the method measurement uncertainty.</p>
1.12.	<p>Performance of the methods</p> <p>All methods must comply with the requirements given in the Appendix 4 – Price and quality of methods.</p>

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1.13.	<p>Description of the methods</p> <p>A detailed method description should be included. This should include a description of the principle of the method, with details about the extraction solvents applied, sample clean-up (if used) and instrumentation applied.</p>
1.14.	<p>Changes in the method</p> <p>IMR should be informed prior to any changes in the method applied for the analysis. Changes in the methods, including method reference number, the principle or performance, e.g. LOD/LOQ, measurement uncertainty, or analytes, shall be informed about before the analysis.</p> <p>The information shall be forwarded and approved by the IMR technical manager before analysis.</p>
1.15.	<p>Reporting and delivery of report</p> <ul style="list-style-type: none"> • Certificate of analysis <p>The results must be sent electronically in a file format that can possibly be transferred to other formats (e.g csv).</p> <p>Mandatory information in result report:</p> <ul style="list-style-type: none"> • IMR sample identification number. • Parameters/analytes analysed • The matrix of the received sample. • Project reference • Method reference code • Method principle • Relevant parameters such as LOD/LOQ/CCα • Measurement uncertainty • Method accreditation status • Laboratory ID • For analytes where sums are needed for assessment both the sum (lower, medium and upper bound) and the individual results should be included. <p>The results should be reported in a unit preferred by the IMR</p>
1.16.	<p>Official laboratory</p> <p>The Supplier shall be an official laboratory (Regulation (EU) 2017/625).</p>
2.	<p>Administrative requirements</p>

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2.1.	Draft contract The supplier must accept Attachment 1 – Draft contract
2.2.	Contact person for the tenderer Insert contact information about the contact person throughout the tender procedure (name, occupation, telephone and e-mail).
2.3.	Tax certificate A tax certificate must be added for VAT and taxes. The tax certificate must not be older than 6 months from the deadline for submitting offers. This requirement only applies to Norwegian suppliers.
2.4.	Appendix 2 – Declaration of commitment Attach completed appendix 2 – Declaration of commitment.
2.5.	Appendix 4 – Price and quality of methods Attach completed Appendix 4 – Price and quality of methods (as excel and pdf), there are two sheets to be completed: <ul style="list-style-type: none"> - “Price” - “Quality of methods”
2.6.	ESPD attachments Please note a copy of a certificate for environmental management system must be included in the ESPD form (or attached here).
2.7.	Reservation or deviations Terms stated in the procurement documents must be accepted (including the basis for competition, contract draft, Merzell info, etc.). For any nonconformities / reservations, see section 4.8. State whether the bid is given; <ul style="list-style-type: none"> - Without deviation or reservation, or - with deviations or reservations (state all deviations and reservations).

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7 AWARD CRITERIA

7.1 General

Award criteria are the criteria that the contracting authority will emphasize when choosing bid. An overall assessment of the award criteria will determine which of the qualified candidate will be awarded a contract.

The candidate is responsible for ensuring that the specified criteria / sub-criteria are answered in a satisfactory and comprehensive manner.

7.2 Award criteria in the tender

The procurement will be made by the candidate who is placing the bid with the best ratio between cost and quality.


The candidate has an independent responsibility for documenting fulfillment of award criteria. Missing or deficient documentation of award criteria may result in rejection of bids.

The award criteria is listed in the table:

NO	Award criterion	Documentation	Priority / weight
1.	Price	Completed Appendix 4 – Price and quality of methods	45 %
2.	Quality of the methods	Completed Appendix 4 – Price and quality of methods	40 %
3.	Response time	Completed Appendix 4 – Price and quality of methods	10 %
4.	Sample specifications -Sample volume	Completed Appendix 4 – Price and quality of methods	5 %

7a. Award Criterion 1 – Price 45%

The tenders are evaluated according to the total cost of purchasing the estimated number of analysis in five years. For the calculation of the total cost of each analysis, one sample is calculated from the price for rapid response time (sheet price, column R) and the rest of the samples are calculated from the standard price (sheet price, column O). Total cost for 5 years is calculated in sheet price, cell P37. Each category A analysis will count 100% in the calculation, and each category B analysis will count 20% in the calculation. If a category B analysis is not offered, we will estimate a price for the evaluation. We will use the highest offered price in this competition and add

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20%. If we have no offers for a category B analysis this analysis will be removed from the evaluation.

Price must be stated in NOK ex. VAT. All costs ex. VAT related to analyzing samples shall be included in the price for each analysis, such as freight from IMR to the lab, reporting, invoicing etc.


The lowest price will get the highest score (10 points), and scoring for the other tenders will be considered in relation to the lowest price.

7b. Award Criterion 2 – Quality of the methods 40%

This award criterion is divided into the following sub criteria:

Each category A analysis will count 100% in the evaluation, and each category B analysis will count 20% in the evaluation. If a category B analysis is not offered, they get 0 in the evaluation in each of sub criteria below.

- **LOQ 30%:**
The lowest limit of quantification (LOQ), given in Appendix 4 – Price and quality of methods, will get highest score.
- **Measurement uncertainty 10%:**
The lowest measurement uncertainty, given in Appendix 4 – Price and quality of methods, will get the highest score.
- **Accreditation 50%:**
It is a general requirement that the Supplier is accredited according to ISO/IEC 17025).
The highest number of accredited methods and components for specified matrices, given in Appendix 4 – Price and quality of methods, will get the highest score.
For methods and / or matrices not accredited, a lower score is given based on information in Appendix 4 – Price and quality of methods:
 - Information about the validation procedure.
 - Experience with similar sample types (matrices).
 - Time frame for planned accreditation for the method/matrix.
- **Number of components in each method 10%:**
The highest number of components will get the highest score.

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The offers will be evaluated by each of the sub-criteria and scores will be set for each method (row in Appendix 4), with 10 points being the best score.

7c. Award Criterion 3 – Response time 10%

This criterion will only apply to category A analysis, and will not be evaluated for category B analysis.

Response time is the time from the sample is sent from IMR, Bergen, Norway, to the results are reported and available to IMR.

Average 2 weeks and shorter delivery time gives max score (10 points), then the score will be reduced by 2.5 points each week until zero score for average 6 weeks which is maximum response time.

7d. Award Criterion 4 – Sample specification, sample volume 5%

This criterion will only apply to category A analysis, and will not be evaluated for category B analysis.

The required volume of sample must be given in Attachment 4 – Price form, in column O.

Recommended sample volume: <150 g.

The lowest sample volume required for analyzing of samples will give highest score (10 points).

8 REQUIREMENTS FOR THE TENDER


8.1 Tender submission

The tender must be delivered via Mercell, and this requires the tenderer to be registered as a user in Mercell. Questions about how to use Mercell should be directed to Mercell Support.

- Telephone: (+47) 21 01 88 60

- email: support@mercell.com

It is recommended to submit the tender well in advance of the deadline. It is possible to change the tender until the tender deadline expires. The last tender submitted will be the final tender.

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8.2 Bid validity period

The bid from the candidate is binding until the expiry of the deadline stated in Mercell's announcement information.

8.3 Candidate`s responsibility

It is the responsibility of the tenderer to ensure that the tender is complete.
