Sykehusinnkjøp HF

The Norwegian Hospital Procurement Trust Organization Number 916879 067 Phone +47 78 9507 00 post@sykehusinnkjop.no Sykehusinnkjøp HF, Postboks 40, 9811 Vadsø

Competition regulations

Negotiated procedure – Procurement regulations part III

Test Environment Management tool for Sykehuspartner HF





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1. General information

1.1. Client and Customer

The Client for this competition is Sykehusinnkjøp HF.

Sykehusinnkjøp HF is owned by the four regional health trusts: Helse Sør-Øst RHF, Helse Vest RHF, Helse Midt-Norge RHF, and Helse Nord RHF, each with a 25% ownership share. The organization has both strategic and operational responsibility for procurement in the specialist health services. During the procurement process, Sykehusinnkjøp HF acts as a Purchasing Centre in accordance with public procurement regulations and may be directly sued or complained against in dispute processes related to alleged errors in the procurement process. For further information, see www.sykehusinnkjøp.no

Sykehusinnkjøp HF conducts the procurement on behalf of Sykehuspartner HF (Customer).

Sykehuspartner HF provides ICT, project, logistics and HR services to all hospitals in the South-Eastern Norway Regional Health Authority. They operate and manage vital ICT systems for hospitals, both clinical and administrative applications, ICT infrastructure, networks and workspaces for 81,000 users. For further information, see www.sykehuspartner.no

For the avoidance of doubt, the term *Tenderer* is used as designation of the suppliers participating in this competition, while *Supplier* is used as designation of the supplier awarded a contract.

1.2. Purpose and scope

The scope of the procurement is a test environment management tool, purchased as a SaaS subscription (hereinafter referred to as Cloud Service), and additional services. Additional services include an implementation project to ensure a successful implementation and launch of the tool in the Customer's organization integrated with existing tools in the customer system landscape.

The objective is to implement a test environment management tool which enable the Customer to effectively manage its portfolio of test environments and other non-production environments, provide efficient non-production environment services and contribute to higher capacity and quality.

Estimated ballpark figures for non-production environments to be managed by the tool within two years from initial implementation:

- 25 integrated non-production environments
- 200 application instances
- 1000 servers

It is assumed that 10-15 users need administrator access to the tool, in addition to 30-40 users with different user role accesses. The number of concurrent users is expected to be somewhat lower.

Based on a Request for Information in 2021 and general marked knowledge the estimated value of the Agreement is in the range of 5 to 10 MNOK for a period over 4 years, including both annual cost for the SaaS subscription and the onetime cost of implementation project.

1.3. Form of the agreement

The Agreement will be an SSA-little cloud agreement with appendices, see attachments 7 and 8.



1.4. Duration of the agreements

The Agreement will be valid for 1 (one) year from the date of signature. The Agreement and the Standard Terms will thereafter be automatically renewed for a term of 1 (one) year at a time, unless terminated by the Customer subject to 3 (three) months' notice, or by the Supplier giving 6 (six) months' notice, prior to the renewal date.

1.5. Pay and working conditions

Regulations concerning pay and working conditions in public contracts shall ensure that employees in companies that perform services and construction work for public contractors have no worse pay and working conditions than those resulting from applicable general regulations or nationwide collective agreements.

The contract terms relevant in this competition have regulations that contribute to the employees of the Contractor and any subcontractors who perform work on the contract receiving these minimum conditions.

In accordance with the regulations, we will require the necessary documentation from the Contractor and ensure that the provisions are complied with. In the event of Contractor's non-compliance with the regulations, we will impose sanctions under the contract.

1.6. Partial contracts

The procurement is not divided into partial contracts.

1.7. The tender documents

The tender document consists of all documents, except from the announcement and the European self-declaration document (ESPD). In addition to this document (Competition Regulations), this also includes the requirement specification, contracting terms and conditions, additional documents and information given during the competition.

The tender document consists of the following parts and attachments:

Document	Name/title	To be submitted as part of the application, c.f. section 3.2	To be submitted as part of the offer, c.f. section 7.2
Attachment 1a	Application letter - template	X	
Attachment 1b	Tender Letter - template		X
Attachment 2	Answer form technical and professional qualifications	X	
Attachment 3	Declaration of commitment – template	X (if relevant)	
Attachment 4	Parent company guaranty/morselskapsgaranti – available in Norwegian only	X (if relevant)	
Attachment 5	Public access to Application and Tender	Х	
Attachment 6	Self-declaration on non-Russian involvement	Х	



Attachment 7	SSA-little cloud Agreement	
Attachment 8	SSA-little cloud Agreement - appendices	Х
Attachment 8a	Appendix 7A Price matrix	Х
Attachment 9	Appendix 11A Customer's Data processing	
	agreement for subcontractors	

1.8. Schedule

All dates later than the deadline for submission of application to participate are tentative. Invited Tenderers will be kept updated.

Activity	Time/Date
Qualification phase	
Deadline for asking questions regarding qualification	21. June 2024
Deadline for submitting application to participate	1. July 2024 10 a.m.
Notification of the result of the qualification	12. August 2024
Tender phase	
Invitation to submit tender	12. August 2024
Deadline for asking questions regarding tender	6. September 2024
Deadline for submitting offer	13. September 2024
Evaluation and negotiations	September-October 2024
Deadline for submitting final offer	October 2024
Final evaluation	November 2024
Notification about contract award	November 2024
Signing of the contract	December 2024

2. Rules for conducting the procurement

2.1. Procurement procedure

The competition will be conducted in accordance with the Norwegian Public Procurement Act of 17 June 2016 No. 73 (Procurement Act) and the Public Procurement Regulation of 12 August 2016 No. 974 (Procurement Regulation) Part I and III.

The procurement procedure is Negotiated Procedure. In a negotiated procedure, all potential Tenderers can apply to participate in the competition. However, only those Tenderers who are qualified and invited by the Client will be able to participate in the tender phase and invited to submit an offer.

The procedure will be conducted in two phases: the qualification phase as per section 3 and the tender phase as per section 7.

The qualification phase:

All potential Tenderers can apply to participate in the competition. However, only those Tenderers who are qualified and invited by the Client will be able to participate in the tender phase and invited to submit an offer.

The Client plans to invite a minimum of three (3) Tenderers to participate in the tender phase. If more than 3 qualified Tenderers submit a request for participation in the competition, the Client



reserves the right to carry out a selection among the qualified Tenderers on the basis of the selection criteria in section 6.

The tender phase:

The Client will invite the selected qualified Tenderers to submit an offer. All offers will be evaluated, but the Client reserves the right to reduce the number of Tenderers that are invited to negotiations prior to the first negotiation. The number may also be reduced after each negotiation. The negotiation can include all aspects of the tender. After the final negotiation a common deadline for the final offer is set. Please note that there will be leaving no scope for negotiation after the deadline for submitting the final offer.

After receiving the first offer, the Client reserves the right to award the contract without conducting negotiations. The Tenderers are therefore requested to submit their best offer as the use of negotiations are uncertain.

2.2. Communication

All communication in the process shall take place via the Mercell portal in the form of messages sent through the system, www.mercell.no. Due to logging all communication, no other communication with persons involved in the decision-making process is accepted, and other requests cannot be expected to be answered. For questions relevant to other providers, the Client will answer this anonymously to all in Mercell.

Submission must follow the instructions in Mercell. Questions regarding the competition shall be sent through the communication module in Mercell.

2.3. Certification of paid taxes

The Tenderer shall submit a certification of paid taxes and VAT no older than six (6) months from the deadline for delivering the application. This only applies for Norwegian contractors. A Non-Norwegian Tenderer are required to provide similar documentation of paid taxes and VAT.

2.4. International sanctions – non-Russian involvement

The Customer is subject to a prohibition on awarding or implementing public contracts or concession contracts with legal entities (individuals and companies) covered by § 8n of Regulation 15 August 2014 No. 1076 on restrictive measures related to actions undermining or threatening Ukraine's territorial integrity, sovereignty, independence, and stability (Sanctions Regulation Ukraine - territorial integrity, etc.). The regulation provision is based on the Act of 16 April 2021 No. 18 on the implementation of international sanctions (the Sanctions Act) § 2.

The Customer relies on loyal compliance from our suppliers in adhering to the provisions of the sanction's framework. Tenderers covered by the mentioned regulatory provision will be rejected from the competition.

The Tenderer shall submit a completed version of Attachment 6, the Declaration of non-Russian Involvement, along with the application.



2.5. Public access to tenders and procurement protocol

Anyone can request access to the tenders received, cf. Act 19 May 2006 no. 16 on the right to access documents in public undertakings (Offentleglova) § 3. To simplify the access process, the Tenderer must submit a redacted version of the application and offer where information regarded as confidential must be black-boxed. See Attachment 5 for guidance regarding redacting documents.

The Tenderer must also submit a separate document according to the template in Attachment 5 to justify the reasons for redacting. If the application or offer does not contain any information considered confidential, this must be confirmed in the Application/Tender letter.

If the Tenderer does not consider any information in the tender to be confidential, please confirm this in Appendix 1a/1b Application/Tender Letter.

3. Application to participate in the competition – qualification phase

3.1. General

All requests for participation shall be submitted electronically via the Mercell Portal, www.mercell.com within the deadline.

3.2. Content and structure of the application

When submitting application in Mercell, the Tenderer's name must be entered with a short name, max. 8 letters. Example: Annex X [Tenderer's name, max. 8 letters] Application letter.

The request should be delivered with file names according to the following structure:

Dokument	Navn
Annex 1	Application letter
Annex 2	Documentation related to Technical and professional qualifications
	(according to template)
Annex 3	Certificate of establishment
Annex 4	Documentation related to Economic and financial capacity
Annex 5a	Declaration of commitment (if relevant) (According to template)
Annex 5b	Parent company guarantee (if relevant) (According to template)
Annex 6	Justification for redacting the application, c.f. section 2.5.
Annex 7	Redacted version of the application, c.f. section 2.5.

3.3. Language

Request for participating in the competition should be in English.

3.4. Deadline for requesting a temporary injunction

Deadline for requesting a temporary injunction against the procurements centre's decision to reject a request to participate in the competition or not to select a Tenderer, is 15 days counted from the day after the information was sent, cf. Section 20-7 of the Procurement Regulations.



4. The European Single Procurement Document (ESPD)

4.1. General information about the ESPD-form

The Tenderer shall fill out the ESPD-form as stated in Mercell.

4.2. National reasons for rejection

In accordance with ESPD Part III: Exclusion grounds Section D: "Other exclusion grounds that may be foreseen in the national legislation of the contracting authority's or contracting entity's Member State" states that in this competition all the reasons for rejection apply to section 24-2 of the Procurement Regulations, including the purely national reasons for rejection:

- Paragraph 24-2 (2). The Client shall reject a Tenderer if he is aware that the Tenderer has been legally convicted or has accepted a fine for the specified conditions. The requirement to reject a Tenderer who has adopted fines is a special Norwegian requirement.
- Paragraph §24-2 (3) letter i). The reason for rejection in the ESPD form relates only to serious errors in professional practice, while the Norwegian reason for rejection also includes other serious mistakes that may cause doubt regarding the professional integrity of the Tenderer.

5. Qualification requirements

In this competition, the Tenderer is required to submit all documentation related to the qualification requirements as part of their application.

5.1. Registrations, authorizations etc.

Qualification requirements	Documentation requirements
The Tenderer shall be registered in an	Norwegian companies:
enterprise register or a trade register in the state where the Tenderer is established.	Certificate of establishment
	Foreign companies:
	Documentation that the company is registered in the register of enterprises, professional register, or a trade register in the state where the Tenderer is
	established.

5.2. Economic and financial capacity and capability

Qualification requirements	Documentation requirements
The Tenderer shall have sufficient economic and financial solvency to be able to carry out the contractual obligations. The Tenderer shall be creditworthy.	 The Customer will assess the Tenderer's fulfilment of the eligibility requirement based on the following information from the Tenderer: Last two years of financial statements with notes including auditor's statement. Income statement and balance sheet from the last six months if it is more than 6 months since the last financial statements.
	I .



The Customer will order a rating report at Dun & Bradstreet to verify that the Tenderer is creditworthy and has sufficient economic and financial capability. Tenderers must have Minimum A or its like, or maximum 2 in risk indicator.

If the Tenderer has a factual reason not to disclose the documentation claimed by the Customer, or if the Tenderer is not creditworthy at the time of submitting the application, the Tenderer may determine his financial and financial capacity by any other document, including, for example, by a parent company guarantee, bank guarantee, etc. If using a parent company's guarantee, it is requested that the Tenderer provides documentation that the parent company is able to take over the subsidiary's financial obligations.

5.3. Technical and professional qualifications

Qualification requirements Documentation requirements The Tenderer shall have sufficient ability to carry out the contractual obligations. The Customer will assess the Tenderers A) The Tenderer shall have experience in fulfilment of the eligibility requirement based delivering the test environment management tool to large companies. This experience shall on the following information from the include implementation of the tool in the Tenderer: customer's organization and technical An overview of the three (3) most important landscape with regards to integration with customer systems, e.g. CMDB. and relevant deliveries in the last three (3) years, including information on scope/value, In the assessment, the Customer will emphasize time of delivery, which products/services that have been delivered as well as the name of the the relevance, size, and complexity of previous deliveries, both with regards to the tool and customers, including contact information. implementation projects. Number of users, environments, applications, servers and Please use the template in Attachment 2 Answer form technical and professional number and type of integrations will be considered. With regards to implementation qualifications. projects, the Tenderers role and involvement will be assessed. The Customer might contact the contact persons listed in Attachment 2 as part of the assessment. B) The Tenderer shall have good capacity Enter the number of resources as specified in related to delivering of the test environment the following table:



management tool and to the implementation of the tool in customers' organization and technical landscape.

Capacity is evaluated with regards to operations, development, testing, support/maintenance, project management, implementation, and training.

In the assessment, the Customer will emphasize capacity in relation to the scope of this competition, both with regards to the Cloud Services and implementing the Cloud Services in the Customer's organization and integrated with tools in the Customer's system landscape.

Average number of man-years last 2 years (2022-2023)— whole business

Average number of managers last 2 years (2022-2023)

Number of man-years relevant to this procurement last two years (2022-2023):

- Number of resources product development
- Number of resources testing
- Number of resources support, operations and maintenance
- Number of resources project management
 - Number of resources implementation
 - Number of resources training

A description of technical personnel or technical devices, especially those responsible for quality control, which the Tenderer advises to perform the contract

In addition, the Tenderer is asked to describe how much of the contract, and which parts, are planned to be set aside to sub-contractor(s).

Please use the template in Attachment 2 Answer form technical and professional qualifications.

5.4. Using other businesses to fulfil qualification requirements

If a Tenderer is not able to fulfil the qualification requirements in sections 5.2 and 5.3 on its own, the Tenderer can rely on other businesses (i.e. parent company, sub-contractors) to meet the qualification requirements. This applies regardless of the legal association between the Tenderer and the business(es). If a Tenderer wishes to rely on other businesses to satisfy the qualification requirements, the ESPD declaration must be delivered electronically for both the Tenderer and the business(es) he will rely on. In addition, the Tenderer must deliver a declaration of commitment for each of the businesses, cf. Attachment 3. The declaration must be signed by both parties and specify how and in which areas the business will support the Tenderer.

If the Tenderer relies on the capacity of other businesses to meet the requirements for economic and financial capacity, the business(s) must be solidarity responsible for the performance of the contract. This must be documented by adding a declaration of solidarity responsibility. In the event of support from a parent company, a parent company guarantee must be attached.

This information will not affect the Contractor's contractual responsibility.



6. Selection among qualified Tenderers

Tenderers who meet the qualification requirements set out in chapter 5 and who are not rejected, will be deemed qualified. To the extent that there are sufficient numbers of qualified Tenderers, the Client will select a limited number of suppliers to participate in the competition, albeit at least three (3) suppliers.

Any selection among qualified Tenderers to participate in the competition will take place based on an overall evaluation of which qualification applications best meet the following qualification requirements for participation in the competition, in ranked order:

Order	Selection criteria	Description
1	The Tenderer shall have sufficient ability to carry out the contractual obligations.	Please refer to section 5.3 A.
2	The Tenderer shall have good capacity related to delivering of the Customer Services and to the implementation and maintenance of the Customer Services for customers.	Please refer to section 5.3 B.

The Client will give the Tenderers who are rejected or not selected a written notification as soon as possible. The notice will contain a brief justification.

7. Requirements related to submitting an offer – tender phase

This section is only applicable for Tenderers who have been qualified and selected to submit an offer. All Tenderers must apply for participation and then await an invitation to submit an offer. Tenderers who submit an application for participation but are not invited to submit an offer will be notified.

7.1. Submission of offers

All offers must be submitted electronically via the current competition in the Mercell portal, www.mercell.no. The system does not allow the delivery of offers after the deadline.

Contact Mercell Support, tel. 21 01 88 60 or e-mail support@mercell.com for questions related to creating a user at Mercell and functionality in the tool.

It is recommended that the offer is submitted well before the deadline. Submitted offers may be changed until the end of the deadline. The last submitted offer is considered the final one.

7.2. The design of the offer

When submitting to Mercell, the supplier's name must be entered with a short name, max. 8 letters.

Dokument	Navn
Annex 1	Tender letter
Annex 2	SSA-little cloud Appendices
Annex 2a	Appendix 7A Price matrix



Annex 3a	Justification for redacting the offer, c.f. section 2.5
Annex 3b	Redacted version of the offer, c.f. section 2.5.

7.3. Alternative offers

Alternative offers are not accepted.

7.4. Parallel offers

Only one offer per bidder is allowed in the competition. Parallel offers are not accepted.

7.5. Language

The offers should be written in English.

7.6. Reservations

Any reservations to the tender documents must be listed in the Tender letter. The reservations must be clear and understandable in order to make the Client able to assess these without contacting the Tenderer. Reservations that are considered substantial will lead to rejection. An offer that includes several minor reservations may be rejected if the reservations in total are substantial. In any case, the Client has the right to refuse offers with deviations that are not insignificant.

Tenderers are encouraged to ask questions to avoid ambiguities.

7.7. Validity of the final offer

The final offer should be valid and binding for four (4) months from the deadline for the final offer.

7.8. Costs

Tenderers are expected to prepare and submit an offer at their own expense and risk. Costs and expenses incurred by the Tenderer related to this procurement shall be borne by the Tenderer. The Client or Customer undertakes no economic liability for work performed in connection with the Tenderer's participation in the competition.

7.9. Demonstration

The Tenderer must upon request arrange a demonstration of the offered Cloud Services.

7.10. Free trial access to the Cloud Services

The Tenderer must give the Customer free trial access to the Cloud Services for 5 users, commencing the deadline date of the offer. The free trial access must be available until notification of awarding of Contract.

The trial access must allow for:



- log in using various user roles, including an administrator role.
- enter new environments, application instances, and other relevant information.
- access to the Supplier's technical support in case of any issues or questions related to access to the free trial Cloud Services.

The trial access will <u>not</u> require:

- any customization to fulfil requirements in Appendix 1, such as implementation of any integration between the Cloud Services and the Customer's tool chain.
- training and guidance.

When the free trial is ended, the Tenderer shall delete all information the Customer has entered during the free trial.

The Customer shall not be charged for the free trial access, or any technical support provided during the free trial.

The Customer will use the trial access as a supplement to the written response in Appendix 2 when evaluating how requirements, objectives, and goals as specified in Appendix 1, are met. The trial access will help the Customer to better understand the written responses.

8. Award criteria and evaluation

The award of the contract will be made based on which offer has the best ratio between cost and quality.

The table below describes how the Customer requirements will be weighted when evaluating the Tenderers response. The weight for Quality and Cost will be concluded within the given range prior to Tenderers at the time to deliver the final offer.

Award criteria	Weight	Sub criteria (section and sub-section)	Weight
		Appendix 1 part D, section General requirements	10 %
		Appendix 1 part D, section Functional requirements	50 %
		Sub-section Communication with users (10 %)	
		Sub-section Booking & contention management (30 %)	
Quality	60 to 80 %	Sub-section Search and presentation of information (20 %)	
		Sub-section Health information (10 %)	
		Sub-section Administration (10 %)	
		Sub-section Release management (10 %)	
		Sub-section Reporting and analysis (10 %)	
		Appendix 1 part D, section Technical requirements	10 %
		Appendix 1 part D, section Security requirements	20 %
		Appendix 1 part E, implementation project	10 %
Cost	20 to 40 %	The cost of the evaluation cases in Appendix 7A	90 %
		Hourly rates for Additional Services in Appendix 7A	10 %



8.1. Quality

Quality will be evaluated based on the Tenderer's response to the Customers requirements, objectives, and goals as stated in SSA-little cloud Appendix 1 and the response from the Tenderer in the respective Appendices.

Great emphasis will be placed on user friendliness, with features such as:

- is easy to learn and use, projecting a clean user interface at every step of a process.
- has intuitive processes in which the user should be able to navigate without thinking.
- enables users to find the information they need quickly and easily.
- utilizes clear and concise language, and easily recognizable icons.
- provides feedback and instructions to assist users in completing tasks efficiently.
- has high performance and good stability.
- handles unexpected conditions well.

<u>Tenderer response to Appendix 1 part D. Requirements for Cloud Services.</u>

Mandatory requirements (A-requirements) must be met and will not be evaluated besides whether they are fulfilled or not.

All B and C requirements will be assessed, and a total score will be given for each section and subsection in the requirement specification, ensuring that the importance of the requirement (B or C) is reflected. The number of requirements in a section and sub-section does not affect its score.

For each section, sub-section and for the total of all the sections, the Tenderer with the highest total score will be given a score of ten (10); each of the other Tenderers will be given a score compared to the best based on a discretionary assessment.

Tenderer response to Appendix 1 part E. Requirements relating to Additional Services

The evaluation of the implementation project will be based on an assessment of the Tenderer's project description, CVs for employees relevant for the project and the response to suggested Delivery Deadlines in Appendix 4.

In addition, the Supplier's response in Appendix 7 section B on how much the hourly rates and/or total cost will be reduced if estimates are exceeded, will be evaluated.

The Tenderer considered to have the best response will be given a score of ten (10) points, the other Tenderers will be given a score compared to the best based on a discretionary assessment.

The Tenderer's suggested Additional Service with reference to Requirement A-6 will be evaluated as part of impacted requirements in Appendix 1 part D.

The other Additional Services will not be evaluated with regards to quality.

8.2. Cost

The evaluation of cost will be based on Tenderer's offered prices based on the three evaluation cases and hourly rates for the Additional Services in Appendix 7A.



The intention of the evaluation cases is to understand how the Tenderer's price model and prices will apply to Customer needs and requirements and make the Customer able to compare offers from the different Tenderers. The cases are only for evaluation purposes.

The hourly rates for Additional Services will be evaluated based on a weighted sum of the hourly rates for the resource categories included in the prices for the implementation project and the hourly rates for the other Additional Services. Hourly rates for the other Additional Services will be given less weight compared to the implementation project.

The scoring of cost will be based on this formula: (lowest cost/Tenderer cost) *10.

The cost of the evaluation cases and hourly rates for the other Additional Services will be scored separately, and a weighted score will be summed up. The Tenderer with the best weighted score will be given a score of ten (10) points; the other responses will be given a score based on the relative difference.

The Customer reserves the right to use another model if the proportionately model does not reflect the relevant differences between the offers.

8.3. Justification for not including climate and environment as an award criterion

We are procuring a Test Environment Management tool as a cloud service (SaaS) and additional services according to the definition in SSA-little cloud Agreement. Such tools are delivered by a Supplier, often on behalf of a Producer (cloud service provider). Cloud services affect the environment especially due to the use of data centres that need large amounts of electricity and cooling water. But the major environmental effects lie in the hands of the Producer, not the Supplier, which makes it difficult to set criteria that reward the best environmental effect. Cloud services are also delivered in a way where it can be difficult to separate the environmental consequences of the Customer's use of the services from the general environmental consequences of the cloud service. The same data centres are used for multiple services and several customers. In this case it is unclear if an award criterion related to environment and sustainability has the necessary connection to the delivery, ref. Procurement regulations § 18-1 (4).

Due to the low maturity of the market when procuring cloud services for the public sector, we have considered that the best way to achieve climate and environmental effect is by using minimum requirements related to sustainable production in general and especially with focus on energy efficiency, that will be followed up during the contract period. In this way, the Customer will be better capable of securing that the Supplier works progressively to reduce the environmental footprints related to using the Test Environment Management Tool.

As for the additional services delivered by the Supplier, this is mainly consultancy services, a type of services that in general is considered to have an insignificant effect on climate and environment. In this procurement we have therefore come to the conclusion that minimum requirements in the requirement specification will clearly have a better effect for the climate than weighting climate and environment 30 %.

8.4. Award of contract

A decision on the award of the agreement(s) will be notified in writing to all Tenderers at the same time in a reasonable time before the agreement(s) is/are signed. The decision will include a



justification for the choice of Contractor(s) and provide information about the period before the contract is signed (stand-still period).

The Contracting authority reserves the right at any time to end the competition if there is a factual reason, including if the Contracting authority considers that the answers do not hold sufficient quality, if the solutions and conditions offered are not considered to satisfy the Contracting authority's requirements and needs and/or if the Contracting authority considers that there is insufficient competition between the participating Tenderers within each of the different parts of the acquisition.