



# NORWEGIAN DEFENCE MATERIEL AGENCY

## **Invitation to Pre-Qualification No 2024032266**

### **P2541 DP4 Blood transport**

Procurement in accordance with Regulations of Procurements in the Defence and  
Security Sector

**Deadline: 03.10.2024**

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## **1 INTRODUCTION**

### **1.1 Invitation**

The Norwegian Defence Materiel Agency (NDMA) hereby invites suppliers to pre-qualification for the procurement of equipment for the storage and transportation of blood.

The procurement will be carried out as a negotiated procedure with pre-qualification of candidates.

This document describes the rules, framework and procedures for the pre-qualification of candidates. Candidates will have to comply and adhere to the requirements herein. Candidates are responsible for ensuring that all requested documentation is submitted and that all questions and requirements are clearly and unambiguously addressed and answered. Non-compliance may lead to rejection of their request to participate.

### **1.2 The Contracting Authority**

NDMA is the Contracting Authority and is responsible for carrying out the procurement on behalf of the entities in section 1.3. NDMA is an agency in the Norwegian Defence Sector, directly subordinate to the Norwegian Ministry of Defence (MoD). NDMA shall ensure that the Norwegian Armed Forces (Armed Forces) and other agencies in the defence sector shall have access to cost-efficient and safe materiel in accordance with adopted long-term plans. NDMA's main tasks are planning, procurement, management, and disposal of materiel for the Armed Forces and other MoD agencies.

More information is available at [www.fma.no/en](http://www.fma.no/en)

### **1.3 The Users of the Contract**

The Contracting Authority enters into this agreement on behalf of the MoD and its underlying agencies

The MoD's underlying agencies are currently the following:

- the Norwegian Armed Forces
- the Norwegian Defence Estates Agency
- the Norwegian Defence Materiel Agency
- the Norwegian Defence Research Establishment

The Norwegian Defence Materiel agency may transfer the agreement to the Armed Forces. If so, all the rights and obligations of the Contracting Authority are transferred to the Armed Forces.

## **2 THE PROCUREMENT**

### **2.1 Scope of the Procurement**

The scope of the procurement includes the following:

A framework agreement for equipment for transportation and temporary storage of whole blood.

The equipment will be used during military operations for medical support and sanitation during a time of crisis and war, and for training purposes. Furthermore, the equipment may be

used in both domestic and international operations and must therefore function in different climate zones.

The primary objective is to procure various types of blood transport and storage equipment, incorporating both active and passive technologies. The scope of the procurement covers two key scenarios for blood transport and storage. Firstly, it includes cold chain equipment to transport whole blood by soldiers to the operating theatre within a short time period. Secondly, it includes cold chain equipment to transport and temporarily store blood on different platforms, such as vehicles, for longer periods of time. Additionally, the procurement may cover a unit for necessary preconditioning of the cooling equipment, if required by the manufacturer's user manual or instructions.

The main role of this cold chain equipment is to ensure that the blood remains at a stable temperature for the duration of various operations, in compliance with EU regulations on blood transportation and storage.<sup>1</sup>

The scope of delivery will consist of:

- Blood transportation equipment 1 unit
- Blood transportation 2 units
- Blood transportation/storage 4-6 units
- Blood transportation/storage 20-30 units
- Preconditioning unit (if necessary)
- User training and possible maintenance training.
- Spare parts

«Units» refer to whole blood units à 450 ml per unit + 60-65 ml anticoagulant.

The scope includes materiel that may require CE marking. The Contracting Authority expects that the candidates possess the necessary approvals and/or certifications required to sell the equipment covered by the scope of the procurement.

A more detailed description of the materiel will follow in the Invitation to Tender.

## **2.2 Value of the Procurement**

The estimated total value of the framework agreement is NOK 5 000 000-15 000 000 excluding VAT. The maximum total value of the supplies/services for the entire duration of the framework agreement, is 15 000 000 NOK excluding VAT.

The Contracting Authority plans to make an initial call-off of materiel with an estimated value of 5 000 000-6 000 000 NOK.

The estimated total value is a result of the Contracting Authority's best estimate of the Armed Force's foreseeable use and demand for the equipment. Beyond the initial call-off it is anticipated that the demand for this equipment will increase due to enhanced readiness in the defence sector, and the duration of the agreement. Consequently, the maximum total value of the agreement is to be regarded as an indicative, non-binding estimate.

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<sup>1</sup> Commission directive 2004/33/EC, Annex IV section 1 cf. Article 5.

The Contracting Authority reserves the right to terminate the framework agreement when the maximum total value is reached.

### **2.3 Framework Agreement**

The Contracting Authority intends to enter into non-exclusive framework agreement with a single supplier. The framework agreement is referred to as “the contract” in the following.

The Contracting Authority is not committed to make any call-offs under this agreement. However, the Contracting Authority plans to make an initial call-off upon contract signing cf. section 2.2.

### **2.4 Place of Delivery / Performance**

The place of delivery of the materiel will be Norway.

### **2.5 Duration of the Contract**

The duration of the framework agreement will be four – 4- years from the effective date of the agreement, with the possibility of prolongation of up to three – 3- years cf. section 2.6.

### **2.6 Options**

The framework agreement will include options to prolong the agreement up to three – 3- years.

## **3 ADMINISTRATIVE PROVISIONS**

### **3.1 Procurement Laws and Regulations**

The procurement is carried out in accordance with the Act of 17 June 2016 No 73 on public procurement (anskaffelsesloven), and the Regulations of 4 October 2013 No 1185 on defence and security procurement (forskrift om forsvars- og sikkerhetsanskaffelser, FOSA), part I and II.

The Contracting Authority will furthermore carry out the procurement in accordance with its internal instruction of 25 October 2013 No. 1411 Anskaffelsesregelverket for forsvarssektoren, (ARF) part I, II IV, and chapter 42 in part V. Note, that the internal instruction does not grant any rights to third parties, including potential and actual candidates and tenderers, cf. ARF section 1-2 (2).

Participants shall take due care of the provisions of the Norwegian Competition Act of 5 March No. 12 according to which cooperation between suppliers may be considered a violation.

### **3.2 The Procurement Procedure and Phases**

#### **3.2.1 Procurement Procedure**

The procedure will be carried out as a negotiated procedure, with the following three phases:

- The Pre-Qualification Phase
- The Tender Phase
- The Delivery Phase regulated by the agreement documents.

#### **3.2.2 The Pre-Qualification Phase**

The procurement procedure begins with the pre-qualification phase, where all interested candidates may submit a request to participate. Candidates will have to meet the qualification requirements in accordance with section 4.

In the pre-qualification phase, the Contracting Authority will assess and verify the qualifications of the candidates and absence of grounds for exclusion. Only pre-qualified candidates will receive the invitation to tender.

### 3.2.3 The Tender Phase

The tender phase begins with the Invitation to tender. Only invited candidates will be allowed to submit tenders.

After submission of tenders, the Contracting Authority will negotiate with tenderers in order to adapt the tenders to the requirements set out in the Procurement Documents. The purpose of the tender phase is to seek out the best tender in accordance with the award criteria.

The negotiated procedure may take place in successive stages, and the Contracting Authority reserves the right, after each stage, to reduce the number of tenders to be negotiated. The Contracting Authority also reserves the right to make an initial reduction of tenders to be negotiated prior to the negotiations.

Any reduction will be made by applying the award criteria on the submitted tenders.

Further information on the tender phase will be provided in the Invitation to tender.

## 3.3 Procurement documents

### 3.3.1 The Invitation to Pre-qualification

The Invitation to pre-qualification describes the rules and procedures for the pre-qualification phase of the procurement procedure, including the qualification requirements that apply to the pre-qualification of candidates.

The Invitation to pre-qualification consists of the following documents:

Document	Name of the document
Main document	Invitation to pre-qualification (this document)
Appendix 1	Request to participate (template)
Appendix 2	Declaration of Commitment from entities on which the candidate relies to fulfil qualification requirements (template)
Appendix 3	Form for groups of economic operators submitting a joint request to participate (template)
Appendix 4	Ethical guidelines for contact with business and industry in the defence sector
Appendix 5	Ethical statement for suppliers to the Royal Norwegian Ministry of Defence with underlying agencies
Appendix 6	Prudence, Non-disclosure and Conflict of Interest
Appendix 7	Self-declaration (template)
Appendix 8	Compliance matrix ISO 9001:2015 vs. candidate's quality management system

### 3.3.2 The Invitation to Tender and Contract Documents

The Contracting Authority will send an Invitation to tender only to candidates who are pre-qualified.

The invitation will provide further information on the rules and procedures for the tender phase, including the award criteria. The invitation will also include the detailed specifications and the draft contract, as well as any supporting documents.

### 3.4 Procurement schedule

#### 3.4.1 Schedule for the Pre-qualification Phase

The Contracting Authority plans to carry out the pre-qualification phase in accordance with the following time schedule:

Activity	Date
Dispatch of Invitation to pre-qualification	30.08.2024
Deadline for submission of questions to the Invitation to pre-qualification	18.09.2024
<b>Deadline for submission of requests to participate</b>	<b>03.10.2024 at 12.00 AM CEST</b>
Notification of pre-qualification result to rejected / non-selected candidates	11.11.2024
Deadline to submit request for preliminary injunction	15 days from notification of pre-qualification result

All dates, except for the deadline for submission of the request to participate, are tentative and might be subject to changes at the Contracting Authority's discretion. Failure to comply with the deadline for submission of request to participate will result in a rejected application. The Contracting Authority will inform tenderers of any changes to the procurement schedule through Mercell.

#### 3.4.2 Schedule for the Tender Phase

The Contracting Authority plans to carry out the tender phase in accordance with the time schedule below. All dates are tentative.

Activity	Date
Invitation to tender is sent to pre-qualified candidates	December 2024
Deadline for signing up for tender conference	January 2025
Tender conference	Q1 2025
Deadline for submission of questions to the Invitation to tender	Q1 2025
<b>Deadline for submission of tenders</b>	<b>Q1 2025</b>
Negotiations and evaluation phase	Q1-Q2 2025
Notification of contract award	Q2 2025

Standstill period	10 days from the day following contract award
Contract signing	Q2 2025

### 3.5 Communication

Mercell will be used as the electronic tool for the execution of the procurement procedure.

All communication and information exchange in this procurement procedure shall be conducted electronically through Merzell. This means, e.g., that registration for the procedure and the submission of the request to participate and tenders is done through Merzell.

There shall be no contact/communication with any other representative of the Contracting Authority or other agencies in the defence sector about this procurement procedure.

### 3.6 Questions and Changes to the Procurement Documents

The candidates shall review the Procurement Documents carefully and notify the Contracting Authority without undue delay if errors, ambiguities, or inconsistencies are found. Errors, ambiguities, or inconsistencies that a diligent candidate should have discovered when reviewing the Procurement Documents before submission of the request to participate, cannot later be invoked as a basis for claims against the Contracting Authority.

The candidates have the opportunity to ask questions and request further information concerning the Procurement Documents. Such questions and requests shall be submitted in writing through Merzell within the deadlines specified in Section 3.4.1.

The questions and answers will be made available to all candidates in Merzell. Questions are strived to be given in an anonymized form, however the potential candidate carries the risk for the question not being reframed in an ideal manner. The Contracting Authority will, if relevant, provide answers in the form of updated and or/supplementary documents, enhanced descriptions and clarifications.

The Contracting Authority also reserves the right to make other corrections, additions, and changes to the Procurement Documents. All changes etc. will be made available in Merzell.

Updated versions of the Procurement Documents will be made available in Merzell, and candidates shall at all times adhere to the latest available version. To receive notifications of changes etc. in the Procurement Documents, the candidates must register their intent to participate in the procurement portal.

### 3.7 Language

All communication in this procurement procedure, including requests to participate, tenders and required documentation, shall be submitted in English or Norwegian unless otherwise specified. Underlying documentation can be in another Scandinavian language.

Official documents, e.g. certificates of registration and tax certificates, can also be accepted in other languages. In this case, the original document must be provided together with a translation from an authorized translator.

Negotiations will be conducted in either English or Norwegian and the contract will be in English.



After the signing of the contract, the working language of the project will be English or Norwegian.

### **3.8 Prohibition of Variants**

The Contracting Authority does not authorize variants.

### **3.9 Award Criteria**

The contract will be awarded the most economically advantageous tender from the viewpoint of the Contracting Authority.

The contract will be awarded based on the following:

<b>Priority</b>	<b>Criteria</b>
1	Price
2	Functionality
3	Delivery time

Further information on the award criteria will be provided in the Invitation to Tender.

### **3.10 Termination of the procurement procedure**

The Contracting Authority can terminate the procurement procedure if there are reasonable grounds for such actions, cf. FOSA section 13-1, for example due to the loss of planned financing or lack of political approval, or if the result of the qualification process provides reasonable grounds for such a decision.

### **3.11 Cost of Participation etc.**

Costs incurred by the candidates and tenderers in connection with the preparation, submission or follow-up of the request for participation and tenders, as well as the procurement procedure in other respects, are the complete responsibility of the candidate/tenderer and will not be reimbursed.

The Contracting Authority is not committed to contract with any candidate or tenderer, and the participation of candidates/tenderers in the procurement procedure will not impose any economic obligations on the contracting authorities towards the candidates or tenderers.

### **3.12 Place of Meetings**

Meetings and negotiations relating to this procurement procedure will primarily take place in the Oslo area and/or electronically.

### **3.13 Visitor Permits and Security Clearances**

The candidate is responsible for obtaining the necessary visitor permits and security clearances for its participation in any meetings and negotiations in military areas, should this be necessary.

Foreign citizens must submit a request for visit through their respective embassies in accordance with the procedures as described here: [www.forsvaret.no/en/contact/request-for-visit](http://www.forsvaret.no/en/contact/request-for-visit).

### **3.14 Duty of Confidentiality and Public Access to Information**

#### **3.14.1 Duty of Confidentiality**

The candidate and his representatives shall protect confidential information made available to them in connection with the procurement.

#### **3.14.2 Public Access to Information**

For the general public's access to documents relating to a public procurement, the Freedom of Information Act of 19 May 2006 No. 16 and the non-disclosure regulation in the Public Administration Act of 10 February 1967 apply.

Pursuant to the Norwegian Freedom of Information Act section 23, paragraph 3, tenders, including request for participation, and procurement protocols are considered public documents after the contract award. Information considered trade secrets is, however, exempt from public access pursuant to the Freedom of Information Act section 13, cf. the Norwegian Public Administration Act section 13 and FOSA section 3-4.

The candidate may enclose a redacted version of the request to participate where contents considered trade secrets are redacted. A redacted version of the request shall be accompanied by a list of redacted contents and a short account as to why the contents is considered trade secrets. The Contracting Authority is nevertheless obliged to conduct an independent assessment of the request and exempt information from public access only by statutory authority.

#### **3.14.3 Collaboration in the Defense Sector**

Participation in the procurement grants the Contracting Authority the right to share any submitted information with other national authorities to the extent the Contracting Authority finds it needed, to carry out the procurement. Furthermore, information may be shared with competent authorities in connection with government audits, controls and/or checks etc.

The defence sector may collaborate with competent official bodies in the State in which the candidate is established, subject to that body's agreement with the competent Norwegian authority.

The Contracting Authority may collaborate with third parties such as accredited laboratories, auditors, advisors, law firms etc to the extent the Contracting Authority finds necessary to promote due diligence and its rights and obligations under the contract.

### **3.15 Ethical guidelines**

NDMA and all employees in the defence sector shall act in accordance with good business practice and pursue the highest ethical standards throughout all stages of the procurement procedure. Likewise, the Contracting Authority expects that all candidates, tenderers and suppliers adhere to good business practice and pursue the highest ethical standards. Reference is made to *Appendix 4 Ethical guidelines for contact with business and industry in the defence sector* and *Appendix 6 Prudence, Non-disclosure and Conflict of Interest*

The candidate shall in the request to participate, in *Appendix 7 - Self-declaration*, confirm that it accepts and complies with the ethical guidelines in *Appendix 4 Ethical guidelines for contact with business and industry in the defence sector*, *Appendix 5 Ethical statement for suppliers to the Royal*

*Norwegian Ministry of Defence with underlying agencies and Appendix 6 Prudence, Non-disclosure and Conflict of Interest.*

Should the candidate be in one of the situations referred to in Appendix 5, section 3, letter a) (cf. also FOSA section 11-12), this shall be clearly stated in in *Appendix 7 - Self-declaration*, in accordance with section 4.7.

## **4 INSTRUCTIONS TO CANDIDATES**

### **4.1 About Qualification Requirements**

The pre-qualification requirements are the minimum requirements relating to the candidates' ability to perform the agreement. The purpose of the qualification requirements is to ensure that candidates have the necessary organisation, financial standing and technical and professional abilities.

The Contracting Authority will make its assessment of candidates' suitability based on the information provided by candidates in their requests to participate. Candidates are responsible for ensuring that all requested documentation is submitted and that all questions and requirements are answered. The Contracting Authority may, but is not under an obligation to, invite candidates to supplement or clarify the certificates and documents submitted in accordance with FOSA section 12-4.

The Contracting Authority reserves the right to perform a financial due diligence (FDD) (including to obtain credit statements or credit ratings from a credit agency) and/or an integrity due diligence (IDD) to verify the information provided by candidates and to examine whether there are any grounds for exclusion, cf. FOSA section 11-12. Any DD may be performed at any time throughout the procurement process.

Candidates who do not comply with all qualification requirements will be rejected.

### **4.2 Groups of economic operators (joint ventures, consortia, etc.)**

A group of economic operators, e.g. in the form of a Joint Venture or consortium, may cooperate to submit a joint request to participate and a joint tender, cf. FOSA section 8-7 (1). Such a group of economic operators participating in the procurement procedure shall submit *Appendix 3 – Form for groups of economic operators submitting a joint request to participate* together with the request to participate, as well as the following documentation for each of the individual partners of the group:

- A certificate of registration in accordance with section 4.4.1
- A tax certificate in accordance with section 4.7
- *Appendix 7 – Self-declaration* in accordance with section 4.7 and 4.8.

The economic operators of the group shall be jointly liable for the execution of the contract.

NDMA reserves the right to require that a signed cooperation agreement shall be submitted in the tender phase.

In connection with the submission of the request for participation, the candidates shall submit a declaration of obligation from one or more partners of the group (guarantors), ensuring that the group can rely on the capacity of these partners for the fulfilment of the qualification requirements in sections 4.4.2 to 4.4.4, cf. *Appendix 2*.

A group of economic operators may also, if necessary, rely on the capacity of other entities (third parties) to satisfy the qualification requirements in accordance with Section 4.3.

In order to ensure the satisfactory performance of the contract, the Contracting Authority reserves the right to require that the group of economic operators [assumes a specific legal form] if the group is awarded the contract.

### 4.3 Reliance on the Capacities of Other Entities

A candidate may rely on the capacities of other entities (supporting entities) to fulfil the qualification requirements concerning the candidate's economic and financial standing and technical and professional ability in sections 4.4.2 and 4.4.3.

If a candidate wishes to rely on the capacity of other entities, the candidate shall document that it will have at its disposal the resources necessary for the execution of the contract, by submitting *Appendix 2 – Declaration of commitment from entities on which the Candidate relies to fulfil qualification requirements*.

The candidate must provide documentation from the supporting entities, confirming that they fulfil the relevant requirements in section 4.4.2 and/or 4.4.3.

Supporting entities shall be legally established entities, and such entities must fulfil the requirements in section 4.4.1 and submit the documentation requested under these requirements. They shall also submit a tax certificate in accordance with the requirements in PQR2, as well as *Appendix 7 - Self-declaration* (cf. sections 4.7).

Where a candidate relies on the capacities of supporting entities with regard to the requirements in section 4.4.2

*Requirements Concerning the Candidate's Economic and Financial Standing*, the candidate and those entities shall be jointly liable for the execution of the contract.

Where a candidate relies on the capacities of supporting entities with regard to the requirements in section 4.4.3 relating to the professional qualifications or relevant professional experience, cf. 4.4.3 the entities shall perform the service for which these capacities are required.

The candidates may not rely on the capacity of other entities to fulfil the requirements relating to organizational and legal position (section 4.4.1) and management systems (section 4.4.4). However, if the candidate relies on the capacities of supporting entities with regard to the requirements in PQR5 in section 4.4.3, these entities shall fulfil the requirements relating to management systems in section 4.4.4 for the services that they are required to perform in accordance with the above. For other services not to be performed by such entities, the requirements relating to management systems shall be fulfilled by the candidate itself.

## 4.4 Qualification Requirements

### 4.4.1 Requirements Concerning the Candidate's Organisational and Legal Position

No.	Qualification requirement	Documentation requirements
PQR1	The candidate shall be a legally established company, registered in a professional, trade or business register in its state of origin or establishment.	Current certificate of registration. <u>For Norwegian candidates:</u> - Certificate of Registration (firmaattest) <u>For foreign candidates:</u>

		<p>Documentation that the Candidate is registered in a trade register or a register of business enterprise in accordance with the laws of the country where the Candidate is established.</p> <p>If such registration is not required in the candidate's country of origin, the candidate shall submit a self-declaration that this is the case.</p>
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#### 4.4.2 Requirements Concerning the Candidate's Economic and Financial Standing

No.	Qualification requirement	Documentation requirement
PQR2	The Candidate shall have fulfilled its obligations relating to the payment of tax and VAT in accordance with the legal provisions of the country in which it is established.	<p>Tax certificate no older than 6 months from the date of submission of the request to participate.</p> <ul style="list-style-type: none"> <li>- <u>For Norwegian candidates</u> this means that a Certificate of tax and VAT, Form RF 1316 from Skatteetaten (skatteattest) shall be submitted.</li> <li>- <u>For foreign candidates</u> a certificate issued by the competent authority in the state concerned shall be submitted. If the state does not issue such certificates, it may be replaced by a self-declaration which confirms that all taxes and duties are paid. The declaration must be approved and signed by the candidate's CFO/Financial Manager.</li> </ul>
PQR3	<p>The candidate shall have had an annual turnover of at least 3 000 000 NOK each of the last three financial years.</p> <p>The supplier must have an equity ratio of at least 10% in the most recent financial statement (2023).</p> <p>The candidate must have achieved a positive operating result (EBITDA) in at least one of the last three financial years.</p>	<p>Complete annual reports from the last three financial years (2021, 2022, 2023). The reports shall be approved and audited, including notes with the board of directors' report and auditor's report.</p> <p>Statement with calculation of equity ratio including reference to annual report.</p> <p>The annual reports must be submitted in English or Norwegian in accordance with the language requirement cf. section 3.7.</p>

#### 4.4.3 Requirements Concerning the Candidate's Technical and Professional Ability

No.	Qualification requirement	Documentation requirement
PQR4	The Candidate shall have experience from similar	A brief description of up to the three most relevant assignments from the last six years. If more than three

	deliveries related to the scope of the procurement.	<p>assignments are presented the Contracting Authority will evaluate the three latest assignments.</p> <p>The description shall include:</p> <ul style="list-style-type: none"> <li>- Product similarity</li> <li>- Operational environment similarity</li> <li>- Lead time</li> <li>- Customer (mil/civ)</li> <li>- The value of the assignment</li> <li>- The time at which deliveries was carried out</li> <li>- Name, phone number, email address of the recipient for verification purposes</li> </ul> <p>If available, please provide a data sheet for relevant products.</p>
PQR5	The Candidate shall have the necessary technical professionals to perform the contract.	<ul style="list-style-type: none"> <li>- A brief description (maximum one A4 page per presented personnel) of the technical personnel and other professionals involved in the team.</li> <li>- The description is expected to include, but not limited to: place of employment, working experience, experience in similar projects.</li> <li>- If the personnel do not belong directly to the Candidate, state and document the connection and form of cooperation to the Candidate.</li> </ul> <p>If, for any valid reason, the candidate is unable to provide the requested documentation, it may prove its technical and/or professional ability by any other document which the Contracting Authority/entity considers appropriate.</p>

#### 4.4.4 Requirements Concerning Management Systems

	Qualification requirement	Documentation requirements
PQR6	The candidate shall have established, implemented, and maintained a quality management system that complies with the requirements of ISO 9001:2015, or recognized equivalent international standard.	<ul style="list-style-type: none"> <li>- The candidate shall enclose a copy of a valid ISO 9001:2015 certificate issued by an accredited third-party certification body. The scope of the certificate must be clearly described, as required by ISO 9001:2015 para. 4.3, and shall include all areas and activities that will be involved in the deliveries under this contract.</li> <li>- If the candidate does not have an accredited ISO 9001:2015 third party certification, the</li> </ul>

	Qualification requirement	Documentation requirements
		<p>candidate shall fill out and send in the enclosed compliance matrix in appendix 8 showing the relations between ISO 9001:2015, and the candidate's quality management system (see Information Explanation in the Compliance Matrix).</p> <ul style="list-style-type: none"> <li>- Where the candidate is a group of economic operators (joint ventures, consortia, etc.), the documentation mentioned above, shall be delivered by every single participant in the group. The candidate shall describe the contribution for each single participant during the contract period, and how the candidate will ascertain the implementation of the quality management system for the group.</li> </ul>

#### 4.5 Submission of Requests to Participate

Requests to participate shall be electronically submitted through Merccell before the deadline set out in section 3.4.1.

Files shall be submitted in Microsoft Office, ODF or PDF format. Files shall be named so that the file name refers to the file's content and the structure of the answers. Candidate shall create one file per requirement, see table below.

The request to participate shall contain the following documents and shall be structured as follows:

No.	Document name	Reference
1	Completed letter of request to participate	Appendix 1 (template)
2	If relevant, declaration of commitment if the candidate relies on other companies to meet qualification requirements	Appendix 2 (template), cf. section 4.3
3	If relevant, completed form for groups of economic operators submitting a joint request to participate,	Appendix 3 (template), cf. section 4.2
4	Self-declaration	Appendix 7 (template), cf. section 3.15 and 4.7
5	Certificate of registration (firmaattest)	Section 4.4.1, PQR1
7	Tax certificate	PQR2

		Section 4.4.2
8	Documentation on economic and financial capacity	Section 4.4.2, PQR3
9	Documentation on technical and professional qualifications	Section 4.4.3, PQR4-PQR5
10	Documentation on management systems	Section 4.4.4, PQR6
11	Redacted version of the request to participate	Section 3.14.2
12	List of redacted content	Section 3.14.2

#### **4.6 Exclusion of Candidates**

The grounds for exclusion in FOSA section 11-12 apply. The candidate shall familiarize itself with these provisions.

The candidate shall in the request to participate, in *Appendix 7 - Self-declaration*, confirm that it is not in any of the situations referred to in FOSA section 11-12. If the candidate is in such a situation, it shall provide details of the relevant exclusion grounds. In that case, the candidate may provide evidence to the effect that the candidate has taken measures that sufficiently demonstrates its reliability despite the existence of the relevant exclusion ground.

As regards the exclusion ground in FOSA section 11-12 relating to the payment of social security contributions, taxes and VAT, the candidate shall in the request to participate also submit a tax certificate, no older than 6 months from the date of submission of the request to participate, cf. section 4.4.2 of this document and also FOSA section 8-17.

Note, that where the Contracting Authority have doubts concerning the personal situation of candidates or tenders, it may apply to competent authorities to obtain any information it considers necessary on the personal situation of the candidates concerned. Where the information concerns a candidate established in another State, the Contracting Authority may seek the cooperation of the competent authorities in that State.

#### **4.7 Compliance with Sanctions Laws**

Pursuant to the Regulations of 15 August 2014 No. 107 on restrictive measures regarding actions that undermine or threaten the territorial integrity, sovereignty, independence and stability of Ukraine (the Ukraine Sanctions Regulations) section 8n, it is prohibited to award public contracts covered by FOSA part II to:

- a) a Russian national, or a natural person or legal person, entity or body established in Russia;
- b) a legal person, entity or body whose proprietary rights are directly or indirectly owned for more than 50% by natural or legal persons, entities or bodies referred to in point a above; or
- c) a natural or legal person, entity or body acting on behalf of or at the direction of a natural or legal person, entity or body referred to in point a or b above,

including, where they account for more than 10 % of the contract value, subcontractors, suppliers or entities whose capacities are being relied on within the meaning of FOSA.



Pursuant to the Ukraine Sanctions Regulations, such candidates will be rejected from this procurement procedure.

Furthermore, Contracting Authority expects that the candidate is not in violation of any other Sanctions Laws, and that neither the candidate nor any of its directors or leading employees engaged or to be engaged, are:

- a) listed on any list of entities, persons or bodies subject to sanctions under any Sanctions Laws; nor
- b) owned, controlled by, or act on behalf of any person, body or entity listed on any list of entities, persons and bodies subject to sanctions under any Sanctions Laws.

Sanctions Laws means any law, resolutions and/or regulations, trade embargoes, restrictive measures and/or decisions implemented, adopted, imposed and/or enforced by any competent authority, including, but not limited to, the Norwegian state, the United Nations, the European Union and the United States of America directed at prohibiting or restricting dealings with certain countries, territories, governments or specifically designated persons or entities.

The Contracting Authority will consider, at its own discretion, rejecting a candidate if the candidate is in violation of the above, cf. FOSA section 11-12 (2) letter d or h.

The candidate shall in the request for participation, in *Appendix 7 – Self-declaration*, confirm that it is not in a situation as referred to in section 8n of the Ukraine Sanctions Regulations and that it is otherwise not in violation of the above. If the candidate is in violation of the above, the candidate shall describe the violation as well as give an account of appropriate self-cleaning measures that have been or will be implemented.

The supplier shall warrant and represent the same in the contract, cf. section 5.4.

If the candidate is a group of economic operators (e.g., a Joint Venture), the required information shall be provided for each individual group member.

If the candidate, or a group member in case the candidate is a group of economic operators, is part of a group and/or another company or other companies have control of the candidate or such group member, the Contracting Authority requests the required information also from the ultimate parent company of the group/the ultimate controlling company.

#### **4.8 Deadline for Request for Preliminary Injunction**

Any request for a preliminary injunction against the Contracting Authority's decision to reject a request to participate shall be submitted to the court within 15 days after such a notice is sent, cf. FOSA section 10-6.

## **5 CONDITIONS FOR PERFORMANCE OF THE CONTRACT**

### **5.1 General**

The invitation to tender will include the draft contract. This will include such contract provisions as required pursuant to ARF section 21-4.

In the following subsections, particular conditions to which the performance of the contract will be subject are described.

## **5.2 Subcontracting**

When using sub-suppliers, the supplier remains bound by its obligations to the Contracting Authority under the agreement and retains sole responsibility for carrying out the procurement.

The supplier shall ensure sub-suppliers' compliance with all requirements and obligations in the contract. The supplier shall further ensure that the intellectual property that may be generated by a sub-supplier reverts to the supplier so that the supplier can meet its obligations towards the Contracting Authority.

The supplier may have a maximum of [two] links in the supply chain for the execution of the contract. The Contracting Authority may, however, after the signing of the contract, accept additional links if, due to unforeseen circumstances, it is necessary in order for the contract to be completed.

Tenderers who intend to use sub-suppliers will be required to provide information about the share of the contract that the candidate intends to subcontract to third parties, the proposed subcontractors, and the subject-matter of the subcontracts for which they are proposed.

Any changes at the level of subcontractors during the execution of the contract will be subject to prior approval from the Contracting Authority.

## **5.3 Transparency and Work with Fundamental Human Rights and Decent Working Conditions**

The contract will contain requirements to promote basic human rights and decent working conditions.

Suppliers that are subject to the Act of 18 of June 2021 No. 99 relating to enterprises' transparency and work on fundamental human rights and decent working conditions (Transparency Act), must ensure compliance with all legal obligations of the Transparency Act.

All suppliers, irrespective of being subject to the Transparency Act, shall promote fundamental human rights and decent working conditions in its own operations and its' supply chain for the execution of the contract. This includes providing the Contracting Authority with:

- i) the necessary information related to the supplier to identify and assess actual and potential adverse impacts on fundamental human rights and decent work conditions that are directly linked with the execution of the contract,
- ii) corresponding information relating to the supplier's supply chain, and
- iii) immediate notification of any material adverse incident affecting fundamental human rights or decent work conditions.

## **5.4 Compliance with Sanctions Laws**

The supplier will in the contract be required to warrant and represent that it is in compliance with Sanctions Laws, cf. section 4.8.

## **5.5 NATO Quality Assurance Requirements**

The contract may include requirements for the supplier to comply with relevant Allied Quality Assurance Publications (AQAP):

- AQAP 2131 "NATO Quality Assurance Requirements for Final Inspection and Test" Ed. C v.1
- or

- AQAP-2110 "NATO Quality Assurance Requirements for Design, Development and Production", Ed. D v.1.

## **5.6 Main Terms concerning Financing and Payment**

The contract will be structured as a

- Fixed price contract with price adjustment clauses. The contract will give basis unit prices, which will be adjusted pursuant to the price adjustment clauses.

## **5.7 Payment Conditions, Deposits and Guarantees**

The contract will contain payment conditions in compliance with ARF chapter 23.

The terms of payment will be as follows:

- Payment 30 days after approved delivery and receipt of correct invoice.

If payment is not made when due, the Contracting Authority will pay interest in accordance with Act of 17 December 1976 related to interest to overdue payments.

## **5.8 Delivery Terms**

INCOTERMS [2020] FCA apply for the delivery and transfer of risk of the supplies.

## **5.9 Intellectual property rights and royalty**

Intellectual property rights in accordance with the contract. Royalty will not be applicable.