NRK MA2504/12E

Upgrade of OB vehicle, HD1 - OB Production Semi Trailer

ADMINISTRATIVE PROVISIONS

Change log

Version	Date	Description of changes
1	20/04/2012	Final

Table of content

1. INTRODUCTION 3
   - 1.1 Procurement purpose 3
   - 1.2 General information about NRK 3
   - 1.3 Acquisition form and type of procedure 3
   - 1.4 Announcement of the acquisition 3
   - 1.5 Time plan / Milestone schedule 3

2. Qualification requirements 4
   - 2.1 Mandatory documentation requirements 4
   - 2.2 The Supplier´s organizational and legal position 4
   - 2.3 Economic and financial capacity 5
   - 2.4 Technical and professional capacity 5

3. The documents provided for the Tenders 6

4. Contract terms 6
   - 4.1 Joint and several liability 7

5. Requirements for the Tender 7
   - 5.1 Language 7
   - 5.2 The structure and the content of the Tender 7
   - 5.3 Number of copies 8
   - 5.4 Packaging and marking 8
   - 5.5 Delivery deadline and place of delivery 8
   - 5.6 Amendments and recall 8
   - 5.7 Period during which Tender is valid and binding 8

6. NRK´s processing of the Tenders 9
   - 6.1 Opening of the Tenders 9
   - 6.2 Rejection 9
   - 6.3 Contract awarding 9
   - 6.4 General requirements for compliance 9

7. Other provisions 10
   - 7.1 Communication regarding procurement 10
   - 7.2 Confirmation of intent to participate 10
   - 7.3 Corrections, addendums or change of the Tender documents 10
   - 7.4 Supplier conference 10
   - 7.5 Publication and confidentiality 11
   - 7.6 Cost of participation in the competition 11
   - 7.7 Cancellation of the competition and complete call off 11

1. INTRODUCTION

1.1 Procurement purpose

Norwegian Broadcasting Corporation Ltd., subsequently named NRK, invites you to participate in a tender process and Tender for the delivery of an upgrade of OB vehicle, HD1 - OB Production Semi Trailer unit with operating capacity of up to 24 multi format HD cameras including 4 SSM and 4 RF cameras (hereinafter named OB vehicle).
The purpose of this tender is acquisition of an upgrade of OB vehicle, HD1 - OB Production Semi Trailer.
Further descriptions will be found in the Scope of Work.

1.2 General information about NRK

NRK is a state corporation and is the country's leading public broadcasting corporation, with main responsibility to produce and distribute radio or television programs for the entire Norwegian population. NRK also delivers a comprehensive portfolio of Internet, mobile and text-TV content. With its approximately 3,500 employees, NRK has a nationwide activity and is the country's largest media company.

NRK has a nationwide activity, including 12 regional offices and is the country's largest media company.

For more information about the activities please visit www.nrk.no.

1.3 Acquisition form and type of procedure

This public procurement is conducted in accordance with the Norwegian Act on public procurement of 16. June 1999 and the Regulations on Public Procurement No. 402 of 7.4.2006 as a: Open procedure, in accordance with section I and III - over the EU threshold values. Suppliers are expected to have the necessary knowledge of the public procurement regulations.

1.4 Announcement of the acquisition

The acquisition has been announced 20.04.2012 at www.mercell.no (reference NRK-MA2504/12E) and at www.doffin.no as well as at TED (www.ted.publications.eu.int/official).

1.5 Time plan / Milestone schedule

The acquisition has been scheduled to be completed after the tentative and overall milestone schedule as given in the table below.

Activity	**Date**
Tender announcement	20.04.2012
Deadline for submitting questions concerning the tender documents	15.05.2012 CET 00:00
Deadline for submitting tenders	21.05.2012 CET 10:00
Award of contract to be announced	05.06.2012
Signing of the contract with the chosen supplier (min. 10 days after notification)	15.06.2012
For further time plan – please refer to project plan in Appendix 4	

2. Qualification requirements

This chapter contains qualification requirements for the Vendor. They are regarded as minimum requirements that all must be met in order to participate in the competition.

2.1 Mandatory documentation requirements

Qualification requirement	Documentation requirements
The Supplier should not have tax arrears related to payment of taxes to the public.	**Norwegian Suppliers:** 1. Documentation on the tax paid and the employers salaries from kemnerkontor (Norwegian form RF-1244 should be used). They must not be older than 6 months following the deadline for submission of application. If there are arrears, these must be explained. 2. Certificate on the VAT paid from skattefogdkontoret (Norwegian form RF-1244 should be used). They must not be older than 6 months following the deadline for submission of application. If there are arrears, these must be explained. **International Suppliers:** Certificates, not older than 6 months, issued by the competent authority to the effect that the Supplier has fulfilled his obligations relating to the payment of taxes, social security contributions and VAT. Tax certificates are issued by the chief municipal treasurer in the municipality where the Supplier has their head office and by the tax collector in the equivalent.
The Supplier shall confirm that the company meets the statutory requirements in Norway within health, safety and environment (HSE) for any work performed in Norway	HSE personal statement that the Supplier meet, at least at the time of the Contract awarding, statutory requirements in Norway within the HSE. The HSE personal statement can be downloaded from: http://www.anskaffelser.no/dokumenter/hms-erklaering

2.2 The Supplier´s organizational and legal position

Personal situation of economic operators, including requirements relating to enrolment on professional or trade registers

Qualification requirement	Documentation requirements
The Supplier shall be a legally registered business	Certificate of professional or commercial registration as mandated by the country in which the Supplier is located.

2.3 Economic and financial capacity

Qualification requirement	Documentation requirements
The Supplier shall have sufficient economic and financial capacity to fulfil his contractual obligations.	Economic and financial position must be documented with the following information: 1. Latest approved financial statement with the annual report and auditor's report and any recent information of relevance. 2. Solvency Assessment from a business with a license to operate a credit information bureau. The assessment must be based on the most recent annual or later financially relevant information, should provide information on credit worthiness as well as the degree of bankruptcy risk and must not be dated later than 6 months prior to the deadline for submission of the documentation. If the Supplier has valid reasons not to disclose/submit the requested documentation, alternative documentation may be accepted, such as guarantees from parent companies that meet eligibility requirements (it must be accompanied by documentation as requested above for parent company) or declaration from the auditor that documents the fulfilment of the requirement.

2.4 Technical and professional capacity

Qualification requirements	Documentation requirements
References The Supplier shall have a broad and extensive experience of similar/relevant deliveries related to this line of business building and Upgrading OB-vehicles in particular.	Documentation for at least **three** relevant deliveries. The documentation must provide for: - customers' names and contact information - delivery scope and delivered solutions - value and duration of the project - statement of the delivery's relevance to this procurement.
Capacity The Supplier shall have the sufficient capacity to fulfil his contractual obligations with respect to the scope of procurement as described in this document.	1. Description of the organizational and professional qualifications of the Supplier, *whether it belongs to the Supplier itself or subcontractors/ co-operating enterprises,* listing the number of personnel that can be made available for the execution of the contract. 2. If the Supplier relies on another enterprise's capacity to meet the contractual obligations, the enclosed "Liability Statement" must be filled out and signed by a duly authorized representative for all potential subcontractors. The form(s) must be enclosed in the tender submission.

3. The documents provided for the Tenders

Part	Description
1.	This document, including the administrative provisions for the competition
2.	Tender documents, consisting of: - NRK MA2504-12E A0 Administrative provisions (read me first).docx - NRK MA2504-12E A2_Minutes_NRK HD1 upgrade summary inspection 15 03 12.pdf - NRK MA2504-12E A3 Scope Of Work Upgrade HD1.docx - NRK MA2504-12E A4 Agreed project plan.docx - NRK MA2504-12E A5 Itemized pricing form.xlsx - Technical documents A6 a-i: o Appendix 6-a NRK HD1 VSM router panel overview.xlsx o Appendix 6-b NRK HD1 new router config 2012.xlsx o Appendix 6-c NRK HD1 IT network principal.ppt o Appendix 6-d SP5399-01-2001-1.dwg VIDEO ROUTER INPUTS SCHEMATIC o Appendix 6-e SP5399-01-2002-1.dwg VIDEO ROUTER OUTPUTS, PGM CHAIN SCHEMATIC o Appendix 6-f SP5399-01-2003-1.dwg VIDEO ROUTER OUTPUTS, MONITORING SCHEMATIC o Appendix 6-g SP5399-01-5001-1.dwg CONTROL SCHEMATIC o Appendix 6-h SP5399-01-5002-1.dwg CONTROL SCHEMATIC o Appendix 6-i SP5399-01-5003-1.dwg CONTROL SCHEMATIC - NRK MA2504-12E A7 Description of design freeze - NOT IN USE.docx - NRK MA2504-12E A8 Final Acceptance Test.docx - NRK MA2504-12E A9 Amendments to the contract made before signing.docx - NRK MA2504-12E A10 Amendments to the contract made after signing.docx - NRK MA2504-12E A11 Contract Variation form.xlsx - NRK MA2504-12E Contract.docx; Contractual terms for this delivery -

4. Contract terms

Any request for changes in the provided contract terms should be included in Appendix 9. Please observe that the suppliers are not at the liberty to take substantial reservation from the contract terms. Changes that make it difficult for NRK to compare the Tenders may lead to Tender rejection.

4.1 Joint and several liability

NRK acknowledge the fact that it may be prudent to secure the liability for the contract between the supplier and their main sub supplier. NRK reserves the right to amend the contract in order to do so and will also allow the supplier to offer it voluntarily. The following clause will subsequently be added to the contract.

> <Sub supplier X> confirms that it shall be jointly and severally, in solidum with the Supplier, bound for fulfilment of all the terms and conditions of this agreement. Thus, if the Supplier fails to fulfil its obligations, then the Customer may turn to <Sub supplier X> for the performance of the Supplier's obligations in terms of this Contract.

5. Requirements for the Tender

5.1 Language

The Tender for this tender shall be written in English or Norwegian.

5.2 The structure and the content of the Tender

Below you will find detailed information about the documentation to be included in the Tender. The documents should be placed in a ring binder and separated with separator sheets numbered as indicated in the table below. Sheets should not be stapled.

Part	Description
1.	Signed cover letter, including a. Full name and address, and complete contact information for the supplier, including all contact information for the person responsible for the Tender. b. Brief description of how the supplier will provide delivery and how the Tender is should to be read. Supplier shall list all major deviation from Scope of Work and other requirements. c. Information of to which extent subcontractors will be used, for which parts, and the estimated value of sub-contractor contribution including reference to the relevant Liability statements. d. The supplier's statement for their understanding of section 7.5. e. Confirmation of the period for which the Tender is valid cf. section 5.7.
2.	Completed answers for Appendix 3 - provisions to be made from the supplier “Scope Of Work _ upgrade HD1”(including enclosures)
3.	Proposed or amended project plan in Appendix 4 with critical milestones
4.	Completed answers for Appendix 5 - Spread sheet for itemized pricing
5.	Appendix 8 with required changes (only if there are any)
6.	Appendix 9 with required changes for contractual terms (only if there are any)
7.	Relevant additional information: • General product information • Product data sheets • Drawings • Other relevant information

5.3 Number of copies

The Tender should include:

- A hardcopy, complete paper version marked "ORIGINAL"
- An unbinded and unstapled hardcopy marked "COPY - READY FOR PUBLICATION", cf. section 7.5.

It is emphasized that it is the supplier's responsibility to ensure that electronic documents are correctly named in accordance with the above templates and that the electronic and the paper-based copies provided are correct and coincide. If any deviations, the signed paper version marked "ORIGINAL" will be regarded as the binding version.

5.4 Packaging and marking

The Complete Tender with all documentation attached should be submitted in double and closed envelopes or box. The outer envelope must be labelled with the addressee and the **"NRK-MA2504/12E Contract for Upgrade of OB vehicle, HD1 - Tender. Opened only by the addressee"**. The inner envelope should only be marked with the sender's name and address.

The Tender must be packed in such a way that it is anonymous and that the Tender can be undisclosed until the opening.

5.5 Delivery deadline and place of delivery

The Tender shall be at NRK's possession no later than 21.05.2012 10:00 am CET. The Tender shall be physically delivered to:

NRK AS
Attn: Kristen Erik Thorp / Thor Anders Mathisen
Kringkastingshuset, Radioresepsjonen
Bjørnstjerne Bjørnsons plass 1
Postboks 8500 Majorstuen
0340 OSLO
NORWAY

The Tender shall also be submitted electronically via the Mercell portal (www.mercell.no) no later than 21.05.2012 10:00 am CET.

5.6 Amendments and recall

The Tender can be recalled or changed until the Tender deadline. Revocation shall be made in writing.

Changing the Tender is considered as a new Tender and shall be constructed in accordance with the requirements for the Tender that is stated above.

5.7 Period during which Tender is valid and binding

The Tender shall be valid and binding for three (3) months from deadline for delivery or until contract have been signed or until whatever comes first.

6. NRK´s processing of the Tenders

Received Tenders will be processed in accordance with the provisions set out in this section

6.1 Opening of the Tenders

Opening of Tenders will be made in NRKs premises at the day of the Tender deadline with at least two representatives from NRK. Suppliers will not be allowed to be present at the opening.

6.2 Rejection

If the Tender is properly submitted it will be evaluated whether the requirements are met. Tenders that do not meet the requirements will be rejected in accordance with the procurement regulations' provisions.

6.3 Contract awarding

The evaluation will be based on the submitted tenders and criteria's.

Contract will be awarded to the vendor representing the economically most advantageous tender based upon the evaluation of the proposals with respect to the award criteria as set out below.

Award criteria	Weight
Price	50
Project plan and scheduled delivery	35
Quality and suitability – herein included functional solutions and technology used,	15

6.4 General requirements for compliance

The Appendix 3 uses language such as "must," "shall" and "should" in the statement of requirements. It is also stipulated minimum requirements which for evaluation purposes will be regarded as mandatory. This means that non-compliance may result in rejection of the offer. Furthermore, fulfilment of the "must / shall-requirements" will be given greater weight than the fulfilment of the "should-claim."

6.4.1 Assessment of Price

The assessment under this criterion will be based on examination of Appendix 3 and 5, which specifies prices offered.

6.4.2 Assessment of Project plan and scheduled delivery

The assessment under this criterion will be based on examination of Appendix 3 and 4 and the level of robustness of the proposed project plan.

6.4.3 Assessment of The vehicle quality and suitability, included warranties and options

The assessment under this criterion will be based on examination of Appendix 4 and other relevant provided material, which specifies the supplier's response to our requirements.

Moreover, the suppliers have stated references of the offered solution. These will be discretionary emphasized during the assessment to the extent that this / these are suitable to give an impression of the expected quality of the delivery.

6.4.4 Assessment of the contract reservations, etc.

NRK will assess the extent and consequence of any proposed changes to the contract terms, and any assumptions and requirements from the supplier. These will be considered on a discretionary basis under the criterion of "Price" if it is believed to have economic value, or under the other award criteria if they are believed to be important for these.

7. Other provisions

Below you will find a set of administrative rules for the Tendering phase.

7.1 Communication regarding procurement

This procurement process is managed in the Mercell portal. The suppliers will gain access through the portal to download qualification and competition documents, as well as conduct other correspondence concerning the acquisition and also submit the Tender.

Any questions regarding the Tender and other matters concerning the procurement process should only be addressed through www.mercell.no portal. Inquiries should be marked "Case number NRK MA2504/12E". The deadline for questions in the time table in section 1.5.

Other inquiries cannot be expected to be answered. Attempts to acquire information or to influence NRK´s employees involved in the procurement process will lead to rejection or that the competition is cancelled.

Incoming questions will be reviewed and answered in a general and anonymous manner, and will be continuously distributed via www.mercell.no, where e-mail notification will be submitted to the contact persons registered, not later than 6 days before the Tender deadline.

For questions about the use of the Mercell portal, please referred to Mercell Support on telephone +47 21 01 88 61 / +47 21 01 88 00 or e-mail: pro.norge@mercell.com .

7.2 Confirmation of intent to participate

Suppliers are asked to confirm the download of the documents, and inform whether they intend to Tender for this contract. This is communicated through the procurement portal www.mercell.no by using the "I want to submit an offer".

7.3 Corrections, addendums or change of the Tender documents

If a supplier understands that the documents provided for this completion may contain errors, ambiguities or that submitted files cannot be read as expected, it is the supplier´s obligation to contact NRK to get the error corrected or to clarify the possible confusion.

NRK reserves the right to make necessary changes in the documents provided for this completion. If needed, the deadline could be extended proportionately.

7.4 Supplier conference

At the present state, NRK does not plan to arrange a Supplier conference.

7.5 Publication and confidentiality

With reference to the regulation on public procurements (FoA) § 3-5 has new Freedom of Information Act (Act 2006-05-19 nr 16) entered into force with effect from 1.1.2009. In pursuance to this, the public can after the Contract award, require access to, among other things, filed qualification, Tenders and submitted tenders prepared for publication.

In order to be able to fulfil its duty of confidentiality in accordance with FOA Section 3-6, NRK will require the supplier to enclose a censored Tender, which is a copy where any trade secrets or other matters that is competition sensitive, has been removed. The suppliers are asked to note that NRK has an independent responsibility to assess the extent of information that the supplier requests to be except publication.

If the supplier does not enclose a document specifically prepared for publication, NRK will consider the original qualification document ready for publication at its own discretion.

Paper-based Tenders and tenders will not be returned, but filed or properly destroyed.

7.6 Cost of participation in the competition

Suppliers prepare and deliver Tenders at their own expense and risk. NRK thus assumes no financial responsibility for the invested effort or other costs in connection with the preparation of the Tender or the participation in the competition as such.

7.7 Cancellation of the competition and complete call off

NRK reserves the right to cancel the competition if there are objective reasons for this.