



Contract for HD Vision Switchers

**Part I Administrative information**

**Reference no.: NRK MA2822/15E**

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# 1 INTRODUCTION – OVERALL OBJECTIVE

## 1.1 Tender Documents

The Tender documents consist of two parts:

- ***Administrative information (this document)***
- ***General Contract Terms with appendixes***

## 1.2 About Norwegian Broadcasting Corporation Ltd. (NRK)

Norwegian Broadcasting Corporation Ltd (NRK) is Norway's largest media house. Every day 8 out of 10 Norwegians use NRK's programmes offering, whether on TV, radio, Internet or mobile phones.

NRK consists of three main TV channels, three main radio channels, and several niche channels on radio, Internet, podcast and mobile phone. NRK has some 3,500 employees and 57 offices in Norway and abroad. The headquarter is located in Norway's capital, Oslo.

NRK also supplies a comprehensive service on the Internet and text-TV. NRK produces and distributes programmes from the head office at Marienlyst in Oslo, the NRK Centre at Tyholt in Trondheim, 12 regional offices and Sámi Radio in Karasjok.

NRK is financed mainly through license fees in addition to programme sponsoring, advertisements and commercial revenues. NRK is a member of and holds positions in international organizations, for instance EBU and Prix Europe.

## 1.3 The overall objective

The overall objective for this tender is to acquire a new large format vision switcher suitable for use in RK7 and a second unit, NRK's production facility bound for Studio 7 - located at Marienlyst in Oslo.

NRK's plan within the next few years is to renew all the switchers in the news area. This Tender shall therefore also include an option for NRK to acquire switchers for the main News studios, Studio 5 and Studio 6, based on the same concept, but with different configurations, within 36 months after signing of the contract.

RK7 is NRK's daytime news production facility. Great focus will be put on Mosart automation including switcher- and robotic camera-control.

Apart from renewing NRK's news production an essential part of the project is to save labour costs by implementing more automation in the studio environment.

The switcher must be able to deliver a separate output based on the same input resources to feed a second TV channel or internet stream. This second output will be 100% Mosart automated with no or a small sized dedicated user panel.

NRK's news production workflow is still not pure HD. The new switcher will mainly receive standard HD 1080i 25 formatted sources, but there will also be a need to upconvert SD sources.

The studio design will be based on the use of large video screens. We therefore see the need for colour correction on the auxillary outputs which will feed the screens in studio.

To achieve a smooth workflow between the studios, NRK will look at the possibilities to interconnect the swithers within a network for easy sharing of switcher content like config files, graphics, macros etc.

Necessary user training, maintenance training, software upgrades, support and spare parts (list) should be a part of the tender.

NRK see that maintenance costs increases due to the need of Support Agreements. NRK will now therefore put an increased focus on the complete cost of the equipment during lifetime including support and maintenance. (Lifetime is estimated to ten years).

NRK expects delivery of a complete tested and operational vision switcher for TV productions and relevant use.

Furthermore NRK expects that The Contractor conducts its business in a professional and skilful manner

## 2 Administrative provisions

### 2.1 Public announcement

The acquisition has been publicly announced March 10th 2015 at [www.mercell.no](http://www.mercell.no) (reference NRK-MA2822/15E), [www.doffin.no](http://www.doffin.no) and at TED ([www.ted.publications.eu.int/official](http://www.ted.publications.eu.int/official)).

### 2.2 Public Procurement Act

As a publicly controlled entity that serves the general public, NRK is subject to:

- The Norwegian Public Procurement Act of 16th July 1999 no.: 69 with pertaining regulations regarding public procurements.
- NRK is also comprised by the WTO / GPA regulations.

For this tender competition the following parts apply:

- Part III: Procurements over the EEA threshold value
- Type of procedure: Open tender procedure, fixed prices, no negotiations.

### 2.3 Tentative milestones

Milestones	Date	Time
Public announcement	March 10 <sup>th</sup> 2015	
Deadline for submitting questions concerning the tender documents	April 7 <sup>th</sup> 2015	12 am
Deadline for submitting tenders	April 23 <sup>th</sup> 2015	12 am
Notification of contract award	Week 19, 2015	
Signing of contract (min. 10 days after notification)	Week 21, 2015	
Expected delivery date	June 19 <sup>th</sup> 2015	

### 2.4 Communication

This tender process will be managed in the Merccell Pro portal. Through this portal the Contractors will be given access to documents and correspondence regarding this tender.

Questions regarding the use of the Mercell portal should be directed to Mercell Support, phone +47 21 01 88 61 / +47 21 01 88 00 or e-mail [support@mercell.com](mailto:support@mercell.com) .

All documents, correspondence etc., should be marked with our reference number:  
**"TENDER MA2822/15E"**

Deadline for submitting questions: See section 2.32.3 Tentative milestones.

Other queries may not be answered. Any attempt to acquire information or to influence employees of NRK involved in the procurement process will result in expulsion from the competitive tender.

Questions received will be reviewed and answered in a general way so as to ensure anonymity, and will be distributed to the contact persons of all contractors simultaneously via the MSS portal.

## **2.5 Confirmation of intent to participate**

Contractors are asked to confirm the successful download of all documents regarding this acquisition and inform NRK whether they intend to apply or not. This is communicated through the Mercell portal by using the "I want to submit an offer" button or opposite if so.

## **2.6 Supplemental Tender information**

NRK AS reserves the right to provide supplemental Tender information within 6 days of the deadline.

Substantial supplemental information given to an individual contractor during the tender period will be sent in writing by NRK/Mercell to all who have received an Invitation to Tender.

If the contractor should discover errors, deficiencies or lack of definitions in the tender documents that can have significance for pricing or the date of Acceptance of the system by NRK, the contractor is obligated to notify NRK of this immediately.

## **2.7 Publication and confidentiality**

In connection with FOA §3-5, a new Act on Right of Access in Public Administration (Act 2006-05-19 no. 16) has come into force, with effect from 1 January 2009. Pursuant to this, the general public may request access to tenders submitted, among other things, following assignment of contracts.

For NRK to be able to observe confidentiality in accordance with FOA §3-6, the supplier is asked to enclose with the tender a copy in which any trade secrets or other matters of competitive significance that must be kept confidential are censored. In this regard, suppliers' attention is drawn to the fact that NRK bears independent responsibility for assessing the scope of information for which the supplier requests exemption from public disclosure.

If a specially prepared document is not supplied for publication, NRK will consider the original tender to be ready for publication.

Hard-copy tenders will not be returned. These will be filed or destroyed according to regulations.

## **2.8 Participation costs**

All contractors will have to prepare and submit their tenders on their own risk and cost. NRK accepts no charges or responsibility for the contractors' direct or indirect cost with regards to their preparation and submission of the tenders.

Submitted tenders will not be returned, but will be filed and/or destroyed in the appropriate way.

## **2.9 Cancellation of the competition and complete call off**

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

### 3 Qualification requirements

This chapter contains the qualification requirements for the contractor. They are to be considered as minimum requirements that all must be fulfilled in order to participate in the competition.

The financial and technical qualification requirements can be fulfilled by the applicant alone or with the support of subcontractors/ third party capacities from which signed liability statement shall be enclosed.

#### 3.1 Mandatory documentation requirements

Qualification requirement	Documentation requirements
<p><b>Ref:K01</b> - The contractor should not have tax arrears related to payment of taxes to the public.</p> <p>(Applies only to: National manufacturers, distributor/dealers)</p>	<p><b><u>Norwegian contractors:</u></b></p> <p>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 tender submission. If there are arrears, these must be explained.</p> <p>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 tender submission. If there are arrears, these must be explained.</p> <p><b><u>International contractors:</u></b></p> <p>Contractors are encouraged to submit certificates, not older than 6 months, issued by the competent authority to the effect that the contractor 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 contractor has their head office and by the tax collector in the equivalent.</p>
<p><b>Ref:K02</b> - The contractor shall confirm that the company meets the statutory requirements in Norway within health, safety and environment (HSE) for any work to be performed in Norway.</p>	<p>HSE personal statement that the contractor meet, at least at the time of the Contract awarding, statutory requirements in Norway within the HSE.</p> <p>Please see the attached HSE personal statement document: HSE - Statement concerning health, environment and safety</p>

#### 3.2 The contractor's organizational and legal position

Qualification requirement	Documentation requirements
<p><b>Ref:K03</b> - The contractor shall be a legally registered business.</p>	<p>Certificate of professional or commercial registration as mandated by the country in which the contractor is located.</p>

### 3.3 Economic and financial capacity

Qualification requirement	Documentation requirements
<p><b>Ref:K04</b> - The contractor shall have sufficient economic and financial capacity to fulfil his contractual obligations.</p>	<p>Economic and financial position must be documented with the following information:</p> <ol style="list-style-type: none"> <li>1. Latest approved financial statement with the annual report <u>including</u> auditor's report and any recent information of relevance.</li> <li>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 4 months prior to the deadline for tender submission.</li> </ol> <p>If the contractor 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 fulfillment of the requirement.</p>

### 3.4 Technical and professional capacity

Qualification requirements	Documentation requirements
<p><b>Ref:K05 - Capacity</b> The contractor must have the sufficient capacity to deliver as well as to support and service during the agreement period.</p>	<ol style="list-style-type: none"> <li>1. Description of the organizational and professional qualifications of the contractor, <u>whether it belongs to the contractor itself or subcontractors/ co-operating enterprises</u>, listing the number of personnel that can be made available for the execution of the contract; particularly for system development, adaptation, integration, implementation and technical support and maintenance of software and - if applicable - hardware.</li> <li>2. If the contractor relies on other enterprise's capacity to meet the contractual obligations, the attached "Liability Statement" from the relevant subcontractor(s) shall be filled out and submitted, signed by a duly authorized representative for potential subcontractors.</li> </ol> <p>Please see the attached document: Liability statement MA2822 - 15E</p>
<p><b>Ref:K06 - References</b> The contractor shall have a broad and extensive experience of similar/relevant deliveries related to the broadcasting business and related sharing of content</p>	<p>Documentation for at least one relevant delivery where Mosart control is implemented.</p> <p>The documentation must provide for:</p> <ul style="list-style-type: none"> <li>- customers' names and contact information</li> <li>- delivery scope and delivered solutions</li> <li>- duration of the delivery / implementation phase</li> <li>- statement of the delivery's relevance to this procurement.</li> </ul>



## 4 Tender rules

### 4.1 Language

The tender and all written communication for this tender competition shall be written in English. Tender documents only exist in English.

### 4.2 The structure and the content of the tender

Please do not change the file-names when uploading documents.

The tender should contain the following parts and documents:

	Description
1.	Signed application letter (scanned letter with signature), including <ol style="list-style-type: none"><li>Full name and address, and complete contact information for the contractor, including contact information for the person responsible for the application.</li><li>Brief description of the contractor and any subcontractors/partners; history, markets, products and services, organization, etc. Similarly for any main subcontractors.</li><li>Information of which parts of the delivery any subcontractors/partners are intended to be used</li><li>The contractor's statement for their understanding of section 2.7 above.</li></ol>
2.	Description on how the qualification requirements in chapter 3 are fulfilled including relevant Certificates and attachments as described. The contractor must particularly ensure that the documentation requirements are sufficiently illuminated for NRK's ability to evaluate the contractor's qualifications.
3.	All tender documents listed below are to be submitted with the contractor's reply: Appendix 2: Contractor solution specification Appendix 3: Customer technical platform including IT-requirements for NRK version 2.6 Appendix 4: Project and progress plan Appendix 5: Testing and approval Appendix 6: Administrative provisions Appendix 7: Total price and pricing provisions, including price sheet Appendix 8: Changes to the contractual wording Appendix 9: Changes subsequent to the conclusion of the agreement

### 4.3 Alternative tenders

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

### 4.4 The contractor's reservation and/or exceptions and deviations

Any reservations or assumptions from the contractor regarding his tender must be described.

Any exceptions, deviations or reservations should be defined precisely and cost estimated.

Tenders that contain exceptions, deviations or reservations relating to fundamental elements in the tender documents, without explicit admissible deviations, will be rejected.

Fundamental exceptions, deviations or reservations are defined as those who will make it impossible or difficult to evaluate and compare the different tenders.

## 4.5 Tender submission and electronic signature

The tender shall be signed and submitted electronically via the Mercell portal ([www.mercell.no](http://www.mercell.no)) no later than the deadline specified in the milestones chapter 2.3.

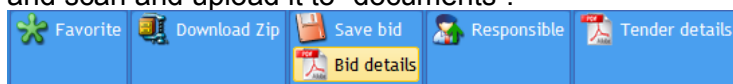
No paper copies are needed.

The tender content is described in chapter 4.2 and should be delivered as:

- An electronic version of the tender documents with all commercial appendices (prices, terms etc.) shall be uploaded in the Mercell portal within the deadline. Please name each file such as: *Appendix 1\_Customer requirement specification – the company name*.
- For your security as a supplier in this competition and to reduce the risk of any errors in one of the above mentioned files, NRK will ask you to also submit the whole tender with all its enclosures – in one (1) single PDF file in the order it was meant to be read. This PDF file shall be uploaded in the Mercell portal within the deadline. Please name the file: *Complete tender documentation – the company name*.
- A censored electronic version of the tender according to section 2.7 shall be uploaded in the Mercell portal within the deadline. Please name the file: *Censored copy, ready for publication – the company name*.

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

Providers that do not have such an e-signature may print out a PDF of “bid details”, sign the PDF and scan and upload it to “documents”.



Please contact us well before the deadline to let us open the Mercell portal for an electronic submission without the e-signature if applicable.

For further assistance, please contact Mercell support at [support@mercell.com](mailto:support@mercell.com) / +47 21 01 88 60 / +47 21 01 88 00.

The tender content is described in chapter 4.2 and should be delivered as:

### 4.5.1 Deadline for receipt of tenders

Your tender must be uploaded at the Mercell Pro portal no later than the deadline for submitting tenders, see section 2.3 tentative milestones.

Please allocate sufficient time for uploading documents at the MerCell Pro portal as this process will be closed immediately after the deadline.

If NRK finds it necessary, it can postpone the deadline for the submission of tenders. All contractors will be notified of the new deadline.

The contractors shall not be allowed to be present at the tender opening.

#### **4.5.2 Bindings and Validity**

The tender shall be binding and irrevocable for a period of 3 months after the closing date for submission of tender.

#### **4.6 Additional information to the tender**

Your tender could also be complemented with additional information, such as:

- General product information
- Product data sheets
- In depth technical descriptions
- Other relevant information /material

# 5 Evaluation

## 5.1 Rejection of tenders

A tender can be rejected if it does not contain all of the information necessary for NRK to evaluate the tender, or does not contain information requested in this document. A tender may be rejected if it does not follow the set-up described in this document.

A tender can be rejected if it contains reservations which are difficult to evaluate, or is so deficient that it is not possible to evaluate the performance or price without considerable clarifications from the contractor.

NRK reserves the right to reject all received tenders, fully or partly, and initiate a new tender competition or enter into negotiations with one or more of the contractors in case that there are no acceptable offers or solutions.

## 5.2 Award criteria's

NRK will award only one contractor.

The contract will be awarded to the supplier who provides the most economically advantages tender based on the evaluation criteria's listed below.

Criteria's	Weight
Product quality and suitability – herein included service level, functional solutions, technology used and usability according to Appendix 1.	45 - 55 %
Price including total cost of ownership (tco)	30 - 35 %
Project plan and scheduled delivery	15 – 20 %

The contractor is requested to provide sufficient information for NRK's evaluation according to these criteria, even if this information is not specifically asked for at other places in the tender documents.

## 5.3 General requirements for compliance

Appendix 1 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."

## 5.4 Award criteria's -details

### 5.4.1 Evaluation of product quality and suitability

The evaluation under this criterion will be based on examination of Appendix 2, which specifies the supplier's response to our requirements.

Moreover, where 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.

If NRK finds one or more of the references to be particularly interesting with regard to the nature of the project, the supplier will be asked to arrange for a visit for NRK's evaluation team at the reference's premises in short time notice.

#### **5.4.2 Evaluation of Price**

The evaluation under this criterion will be based on examination of Appendix 7, which specifies prices offered and other information in the tender documents which relates to the term "total cost of ownership" (tco). We expect the equipment to be in production for at least 10 years and thus service and support for this period will be included in the "tco".

#### **5.4.3 Evaluation of Project plan and scheduled delivery**

The evaluation under this criterion will be based on examination of Appendix 4 and the level of robustness of the proposed project plan. Short delivery time will be rewarded.

#### **5.4.4 Contract reservations**

NRK will evaluate the extent and consequence of any proposed changes to the contract terms in Appendix 8, and any other assumptions and requirements in the tender documents given by 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.

## **6 Options**

This Tender shall include an option for NRK to acquire switchers for Studio 5 and Studio 6 within 36 months after signing of the contract. Please see Appendix 1, chapter 3 for more information.