



Contract for Video servers - Regional offices

Part I Administrative information

Version 2

Reference no.: NRK MA2828/15E

TABLE OF CONTENTS

1	INTRODUCTION – OVERALL OBJECTIVE	2
1.1	Tender Documents	2
1.2	About Norwegian Broadcasting Corporation Ltd. (NRK)	2
1.3	The overall objective	2
2	Administrative provisions	3
2.1	Public announcement	3
2.2	Public Procurement Act	3
2.3	Tentative milestones	3
2.4	Communication	3
2.5	Confirmation of intent to participate	4
2.6	Supplemental Tender information	4
2.7	Publication and confidentiality	4
2.8	Participation costs	4
2.9	Cancellation of the competition and complete call off	4
3	Qualification requirements	5
3.1	Mandatory documentation requirements	5
3.2	Suppliers' organisational and legal position	5
3.3	Economic and financial position	6
3.4	Technical and professional qualifications	6
3.4.1	Capacity	6
3.4.2	Experience	6
4	Tender rules	7
4.1	Language	7
4.2	The structure and the content of the tender	7
4.3	Alternative tenders	7
4.4	The contractor's reservation and/or exceptions and deviations	7
4.5	Tender submission and electronic signature	8
4.5.1	Deadline for receipt of tenders	8
4.5.2	Bindings and Validity	9
4.6	Additional information to the tender	9
5	Evaluation	10
5.1	Rejection of tenders	10
5.2	Award criteria's	10
5.3	General requirements for compliance	10
5.4	Award criteria's -details	10
5.4.1	Evaluation of product suitability and quality	10
5.4.2	Evaluation of Price	11
5.4.3	Evaluation of Quality of delivery/service	11
5.4.4	Contract reservations	11
6	Options	11

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 the acquisition of video servers for ingest and playout for NRK's regional offices. These servers will be installed in the regional news studios, and be used mainly for live news broadcasts.

The objective is to replace the Harmonic Spectrum servers used today to be able to play out HD video and to support more new video codecs all over at NRK.

The servers currently installed in the regional offices are controlled by Mosart automation. The servers are also integrated with our media asset management and control system, Omnibus (Miranda) G2/G3. There are plans to replace this system, but some key functionality and integration will have to be implemented between the existing system and the new video servers.

For the regional offices the number of ports and storage capacity will be more or less fixed.

NRK has recently started a process to specify and implement a new MAM system and infrastructure. This is work in progress. The new video servers will have to comply with industry standards regarding protocols and interoperability to be integrated into this new infrastructure.

Note: Using the term "bidirectional ports" below we don't set this as a demand since for instance 6 bidirectional ports can just as well be converted to 6 in and 6 out ports.

2 Administrative provisions

2.1 Public announcement

The acquisition has been publicly announced May 13th 2015 at www.mercell.no (reference NRK-MA2828/15E), www.doffin.no and at TED (www.ted.publications.eu.int/official). Ref prior notice Doffin: 2015-626415, TED: 2015/S 004-004862

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	May 13 th 2015	
Deadline for submitting questions concerning the tender documents	June 5 th 2015	12 am
Deadline for submitting tenders	June 17 th 2015	12 am
Notification of contract award	June 26 th 2015	
Signing of contract	July 10 th 2015	
Expected delivery date	October 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 Merccell portal should be directed to Merccell Support, phone +47 21 01 88 61 / +47 21 01 88 00 or e-mail support@mercell.com.

All documents, correspondence etc., should be marked with our reference number:
"TENDER MA2828/15E"

Deadline for submitting questions: See section 2.3 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.

2.10 A prior unsuccessful tender process

We wish to inform you that a prior process called NRK MA2779/14E Framework Agreement for purchase of Video Servers was cancelled at the end of April 2015. The process was an unsuccessful tender process.

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
The company should have no arrears relating to the payment of taxes and fees to the government.	<ol style="list-style-type: none"> 1. Certificate of paid taxes and national insurance contributions from the Office of the Chief Municipal Treasurer (form RF-1244 should be used). This certificate must not be more than six months old from the deadline for submission of the application. Reasons must be given for any arrears. 2. Certificate of paid value-added tax from the County tax assessment offices (form RF-1244 should be used). This certificate must not be more than six months old from the deadline for submission of the application. Reasons must be given for any arrears. <p>This requirement is only mandatory for Norwegian suppliers, but international suppliers are encouraged to submit equivalent documentation.</p>
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>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 Suppliers' organisational and legal position

Qualification requirements	Documentation requirements
The supplier must be a legally registered company	Company certificate or equivalent documentation indicating that the supplier is registered with a trade register in his homeland

3.3 Economic and financial position

Qualification requirements	Documentation requirements
The supplier must have a satisfactory economic and financial position.	<p>The economic and financial position must be documented, including the following information:</p> <ol style="list-style-type: none"> 1. The last approved annual accounts, with an annual report and auditor's report 2. Any newer information of relevance. 3. Solvency assessment from a company licensed to operate credit information business. This assessment must be no more than three months old from the deadline for applications and be based on the last approved accounts, and it should provide information on creditworthiness and degree of bankruptcy risk (bankruptcy prediction). <ul style="list-style-type: none"> • 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.

3.4 Technical and professional qualifications

3.4.1 Capacity

Qualification requirements	Documentation requirements
The supplier must have the capacity for supply of video servers including accessories, support and services, to Marienlyst	<p>A description of the supplier's supply and service organisation with particular on Marienlyst/Oslo.</p> <ul style="list-style-type: none"> • Which resources belong to the supplier and which belong to other companies, where applicable, must be specified. If the supplier will be relying on other companies' capacity in order to meet its contractual obligations, a signed declaration of conformity from the relevant subcontractors must be enclosed; cf. Attachement Side Letter.

3.4.2 Experience

Qualification requirements	Documentation requirements
The supplier must have relevant experience of the supply of services equivalent to those described in this document.	<p>Documentation of the most important deliveries of the supplier and any subcontractors over the last three years. These deliveries must be relevant and comparable in relation to the description of the subject of the procurement.</p> <p>The documentation must state the following for each delivery:</p> <ul style="list-style-type: none"> • the client's name and contact information • services/solutions supplied • the scope, value and duration of the delivery • a brief description explaining why the supplier considers this reference to be relevant to the present procurement • information on whether – and if so, to what extent – the delivery will be implemented by or using subcontractors

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">Full name and address, and complete contact information for the contractor, including contact information for the person responsible for the application.Brief description of the contractor and any subcontractors/partners; history, markets, products and services, organization, etc. Similarly for any main subcontractors.Information of which parts of the delivery any subcontractors/partners are intended to be usedThe contractor's statement for their understanding of section 2.7 above.
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) no later than the deadline specified in the milestones chapter 2.3.

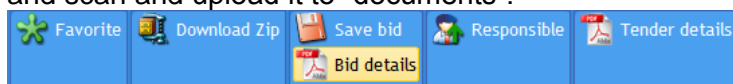
No paper copies are needed.

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

- An electronic version of the tender documents with all single files as described in 4.2. The structure and the content of the tender, 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 / +47 21 01 88 60 / +47 21 01 88 00.

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
The suitability and quality of the products	55 %
Price including total cost of delivery	35 %
Quality of delivery/service	10 %

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 suitability and quality

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 6 years and thus service and support for this period will be included in the "tco".

5.4.3 Evaluation of Quality of delivery/service

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

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 contract includes an option for NRK to acquire up to 5 additional video servers within 36 months after signing of the contract. Please see Appendix 1, chapter 6 for more information.