

# **Tender document**

Competition without negotiations cf. the Public  
Procurement Act and the Regulations relating to public  
procurement part I and III

for

**Hydrological information system**

Reference number  
**201303697**

Submission date  
**25. February 2016 12:00 UTC+01**

Contract period:  
**1.4.2016 – 31.3.2018**

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# **1 General description**

## **1.1 Client**

The Norwegian Water Resources and Energy Directorate (NVE) is a directorate under the Ministry of Petroleum and Energy. NVE's mandate is to ensure an integrated and environmentally sound management of the country's water resources, promote efficient energy markets and cost-effective energy systems and contribute to efficient energy use. NVE also contributes to Norwegian overseas development assistance through institutional capacity building programmes in the energy and water sectors in a number of countries.

For more information about NVE, visit our website [www.nve.no](http://www.nve.no)

## **1.2 Scope of procurement**

NVE is engaged in various projects where a hydrological information system ("Database and data management system") is lacking. In preparation of coming requirements, NVE seeks to prepare a framework agreement for delivery of 1 (one) to 6 (six) installations within the contract period. A minimum of one system will be bought directly after signing of the contract.

As the precise extent of deliveries beyond the first procurement are unknown, a template setup identical to the first delivery will form the basis for evaluation of bids. Potential procurements in addition to the first installation are expected to be comparable to the first.

Detailed technical requirements and extent of delivery is given in the enclosed Terms of Reference (Enclosure 1).

## **1.3 Partial Tenders**

Tenders for parts of the assignment will not be considered.

## **1.4 Period of contract**

The contract period shall be 24 months (tentatively).

Depending on experience with the delivered system(s) and the expected project backlog of client, the client shall have the right to extend the contract up to a maximum of 4 years (1+1 years in addition to the first 24 months) on the same conditions.

Such an extension, if required, shall be notified to the supplier at least 2 months prior to the expiration of the current contract.

## **1.5 Announcement**

The competition is announced in the MERCELL database, DOFFIN database and in the TED database.

## **1.6 Time schedule**

The Client has set forth a preliminary time schedule for the process:

Activity	Time
Announcement in Mercell/DOFFIN/TED	Se Public Notice and
Submission deadline	25.02.2016
Opening of tenders	02.03.2016
Evaluation	09.03.2016
Selection of bid and information to bidders	11.03.2016
Deadline for filing complaints	10 days
Signing of contract	After deadline for filing complaints

Dates after submission of tenders are tentative.

## **2 Competition Rules**

### **2.1 Procedure**

Open tendering competition, of the Public Procurement Act of 16 July 1999 No. 69 as amended, see also the Regulations relating to public procurement, laid down by Royal Decree on 7 April 2006 No 402. This type of procedure does not allow for contract negotiations. Only bidders that fulfil the qualification requirements will have their tenders evaluated. Bidders are not allowed to change the tender after the submission deadline.



### **2.2 Secrecy**

The Client shall treat all bids and their contents in line with the Norwegian Public Administration Act § 13 and Royal Decree on 7 April 2006 No 402, concerning secrecy.

### **2.3 Confirmation of interest**

Follow guidance given in the Merzell-database

### **2.4 Communication during the tender process**

All communication during the process shall be routed via the Merzell-portal, [www.merzell.no](http://www.merzell.no). This is to assure that all communication will be logged. When you are logged on to the competition, chose the flag marked "Communication", click on the symbol  "New message". Enter the information to the authority and then click send . The authority will then receive your message. If the question regards all bidders, the authority will answer the inquiry anonymously by giving the answer as additional information. Additional information is available under the flag "Enquiry", then the flag "Additional information". You will also receive an e-mail with a link to the additional information.

Requests received later than 10 working days prior to the deadline for the offer will not be answered.

### **2.5 Supplements or changes to the tender documentation**

The Client reserves the right to supplement or change the tender documentation before the deadline for presenting tenders. If the changes are of a nature materially changing the scope of work or other important aspects, an extension of deadline will be announced.

Any changes in the tender documentation will be published in the Merccell-database. The changes will take precedence over previous versions of the tender documentation.

If the supplier becomes aware of lack of information or ambiguities in the tender document that may affect the implementation of the assignment, pricing etc., the Client shall be made aware of this immediately.

## **2.6 Cancellation of competition**

The Client may cancel the competition and reject all bids if adequate reasons are found to be existent.

## **2.7 Sub-contractors**

There shall be one main contractor responsible for the assignment.

The main contractor may use sub-contractors for parts of the assignment. In such case, the tender shall include information regarding which sub-contractors will be used for which parts of the work.

If the Consultant intends to sub-contract any part of the assignment, the Client will require documentation of the agreement, either in the form of a signed letter of intent, or a copy of a signed contract between the Consultant and any sub-contractor.

The main contractor is fully responsible to the Client for the engagement of sub-contractors, for committing them contractually to fulfil the requirements in the contract agreement between Client and main contractor, and for the work performed of sub-contractors.

### 3 Qualification requirements

See Public Notice in Merccell –database (TED-version)

Requirement	Supporting documentation
Supplier shall be in good order with respect to payment of tax and VAT.	Company tax certificate; Value added tax certificate. A certificate of tax and a certificate of payment of tax issued by either the local tax office or the tax office where the supplier has its headquarters. See: <a href="http://www.skatteetaten.no/Templates/Artikkel.aspx?id=9196&amp;epslanguage=NO">http://www.skatteetaten.no/Templates/Artikkel.aspx?id=9196&amp;epslanguage=NO</a> Foreign suppliers must submit certificates from the corresponding authorities to the Norwegian.
If the supplier is a company, proof of establishment must be submitted.	Norwegian companies: Company registration certificate. Foreign companies: Confirmation that the company is registered in a trade or business register as prescribed by the law of the country where the supplier is established.
Service provider shall have the financial capacity to undertake the assignment / contract	Annual accounts including management report and auditor's notes If a service provider has valid reasons not to submit the documentation requested by the award authority, he may prove his economic and financial position by submitting any other documentation that the award authority can accept.
Supplier shall have completed at least 20 deliveries to individual organisations. Of these, at least 6 international deliveries, whereof at least two deliveries in Asia	Self-declaration with name of customer and short description of scope of delivery (number of user licenses, number of sites defined in system, training duration & scope)  For the 6 international deliveries, contact information of English-speaking reference persons in customer organisation must be supplied.

## 4 Award criteria

### 4.1 General

The tender offering the economically most advantageous proposal will be selected, and the selection will be based on the criteria in this section.

Proposals will be ranked according to their combined technical ( $S_T$ ) and financial ( $S_F$ ) scores, calculated by the formula:  $S = S_T \cdot t + S_F \cdot f$ , where the  $t$  is 0.60 and  $f$  is 0.40.

### 4.2 Technical Criteria

The technical score  $S_T$  shall be the weighted sum of the scores for:

- Scalability of system
- Complexity and fitness for purpose
- Tutorials, on-line resources and help-system
- Compliance to ToR beyond minimum requirements

Technical criteria will be scored on an absolute, and not relative, basis. All categories will be scored on a scale from 0 to 100, 100 being best.

The scoring of the criteria will take into account:

Scalability of system (weight 0.20)

*Easy deployment and small installation footprint is desired initially in the projects relevant to this procurement. On the same time, once in place, the system is required to scale properly as the needs and user base change and increases. The evaluation will focus on the minimum of hardware and infrastructure requirements, dependency of 3. Party software and retirements to IT competence.*

Complexity and fitness for purpose (weight 0.20)

*Although a feature-rich system might fulfil the technical requirements, excessive functionality and features outside the scope add an unwanted complexity. The evaluation will focus on the systems complexity outside the ToR and award designs that to the largest extent fits the requirements and potential use, rather than be too complex and overwhelming to novice users.*

Tutorials, on-line resources and help-system (weight 0.30)

*The evaluation will focus on the availability of documentation, tutorials and learning material included in the bid. Easy accessible materials suited for novice system uses will be awarded. Video-tutorials and lecture-like material are desired. Material not only focusing on the pure technical aspect of the system, but also on the hydrological aspect will be awarded.*



Compliance to ToR beyond minimum requirements (weight 0.30)

*To the degree the ToR specifies optional functionality or where the suppliers implementation exceed the minimum requirements, relevant functionality will be awarded in the evaluation.*

### **4.3 Financial Criterion**

The financial scores of the proposals will be computed as follows:

$$S_F = 100 \cdot (1 - (1.5 \cdot (P - P_L) / P))$$

where  $P_L$  = the lowest offered price and  $P$  = the price offered in the financial proposal in question. This criterion is thus weighted on a relative basis. If the calculation yields a negative number,  $S_F$  is set to zero. All prices will be converted to the common currency NOK, if necessary. Exchange rates from the Norwegian Central Bank on the day of the deadline for submission will be used.

The client reserve the right to add an estimated implementation or operational cost to the offered price for proposals that rely on hardware, software, services or man-hours which deviates from an expected minimum requirements common to all offers.

The financial proposal must detail cost according to the numbered list under *Template installation and delivery* in ToR. Potential procurements after the initial system are assumed to be similar in extent, thus total cost will be calculated based on these individual prices.

## 5 Submission of Tender

All tenders shall be submitted electronically via the Mercell portal, [www.mercell.no](http://www.mercell.no) by the tender deadline. Tenders delivered after the deadline will not be accepted. (The system does not permit tenders to be sent electronically via Mercell after the tender deadline.)

If you are not a Mercell customer, or you have questions regarding how the application functions, e.g. how to submit a tender, please contact Mercell Support at tel +47 21 01 88 60, or by e-mail to [support@mercell.com](mailto:support@mercell.com). *It is recommended to submit the tender in adequate time before the deadline. A minimum of 1 hour before the deadline is suggested.*

If the authority should provide additional information that results in you wanting to change your tender before the deadline, you can access your offer, open it, make the necessary changes and send it again right up to the deadline. The last submitted tender will be regarded as the final one.

The tender requires an electronic signature when it is submitted. When sending the tender electronically, an electronic signature will be requested to confirm that you are the actual bidder who has submitted the tender. An electronic signature can be obtained at [www.commfides.com](http://www.commfides.com), [www.buypass.no](http://www.buypass.no) or [www.bankid.no](http://www.bankid.no).

We would like to remind you that it can take some days to acquire an electronic signature, and therefore recommend that this process be initiated as soon as possible.

The request for qualification shall be structured according to the structure presented below, accompanied with a signed cover letter.

The supplier is solely responsible for answering all questions, and for making sure that all criteria are answered and/or reviewed.

The application shall have the following structure:

1. A cover letter for the tender, dated and signed by an authorised person. The cover letter shall state the validity of the tender.

The tenderer shall be identified in the cover letter by the following information:

- Name
- Type of company / organization
- Official registration number (if relevant, official registration number in the Norwegian "Foretaksregisteret") or personal identification number
- Street address
- Postal address
- Telephone and e-mail address
- Contact person

- Any deviations or conditions related to these terms should be explicitly stated. Reservations not included in the cover letter will not be accepted.

If the letter is signed by a person other than the one(s) authorised according to the Norwegian Company Act or similar legislation in other countries, the tender shall include a power of attorney.

2. Acceptance of terms. It should be stated that the terms of the Client's tender documentation are accepted. If the supplier has reservations regarding parts of the tender documentation, required specifications or other tender documents, it shall be clearly stated in the application. Any reservations must be specified, including consequences for performance, prices or other conditions. Reservations not stated in this section will not be accepted.  
The same applies to non-conformity. Reservations and non-conformities shall be stated precisely and unambiguously. They shall be stated in such a manner that the contractor can evaluate them without it being necessary to contact the supplier, cf. Section 20-3 of the Public Procurement Act. Substantial reservations, and reservations or non-conformities that can result in uncertainty regarding evaluation of the bid compared to other bids, will result in the bid being rejected, cf. Section 20-13(1) of The Public Procurement Act. If the supplier refers to standardized terms of delivery, or something similar, and such terms or conditions deviates from existing tender or contract provisions, it will be regarded as a reservation.
3. Tax- documentation (payment of in-come tax)
4. Tax- documentation (payment of VAT)
5. Documents providing information on the legal status of the Supplier
6. Annual accounts including management report and auditor's notes
7. Documentation of any contracts/agreements with sub-contractors, if applicable.
8. Signed self-declaration form on salary and working conditions
9. List of reference installations (20 in total, kept short and specified according to the qualification requirements).
10. A numbered list referencing the numbers in ToR, where compliance to each point is confirmed. Comments on implementation or solution for each requirement can be embedded in the list, preferably with reference to relevant documentation.
11. A description on run-time requirements for the system, given the extent outlined in ToR. (Server hardware, OS versions, database requirements etc)
12. Financial proposal. The price shall be quoted in Norwegian kroner (NOK)

# Enclosure 1: Terms of Reference

## Functionality:

The HIS must include functionality for the following operations, at the minimum:

1. Time series management including automatic validation and plausibility checks and automatic calculation of derived data.
2. Relevant statistics for hydrological application, among others:
  - a. daily and monthly summation and aggregation
  - b. descriptive statistics and inclusion of various frequency distributions for extreme value analysis
  - c. Flow duration curves
3. Flexible import and export of data of non-standardised formats, both manual and automatic. In addition, common, clearly defined formats such as WaterML must be supported.
4. The system must be able to handle different kinds of hydrological and metrological data with flexible time steps.
5. Supporting storage of forecast data (time-stamped ahead of current time)
6. Graphical visualization of all types of data. (including relevant visualization of Precipitation (accumulated data) and wind-direction (Circular / angular data))
7. Tool for rating curve fitting and management, with support for multi-segmented rating curve
8. Module for manual data quality assurance and correction:
  - a. System must store both raw (unmodified) and corrected data.
  - b. The system should keep a audit trail of corrections, detailing time and user.
  - c. End users should have the option to add descriptions/explanations to corrections
  - d. The data manipulation must be accessible in an interactive, graphical tool with visual feedback
9. Integration of external applications via a documented open API (application programming interface). HTTP/REST based protocol is preferred.
10. User-defined algorithms, macros and calculations by use of scripting language. The scripting capability will be used to defined derived series, combining or transforming primary data series.
11. Option for WEB-based data dissemination and reporting.
12. The system must have a user friendly graphical interface.
13. Preferably be based on a standard, extensively used database engine (e.g. MS Sql server). The use of Microsoft Access or file-based storage is discouraged.
14. The user interface must be based on the English language and all input fields must support Unicode character set. Addition support for other major is encouraged.
15. System must be based on a client / server architecture where all data and configurations are stored in a central server with guarantied data integrity and multi-user support.
16. System must run in an operational environment (Server OS) that can be hosted in a virtual / cloud-based solution (provided by customer, e.g .Azur or Amazon).

## **Template installation and delivery**

The first procurement will consist of the following deliverables. Subsequent deliveries will be similar to this.

- 1 1 – one- server license. The server should support a minimum of 100 sites and 500 timeseries (primary series or derived)
- 2 3 – three – workstation licenses. A workstation installation must support all of the functionality described above.
- 3 A 4 day basic training session for up to 12 persons. Training will be held at site. Supplier must provide temporary workstation licenses for participants. Client provides venue and necessary workstations. Supplier should include (at least) one day on-site preparation and planning in addition to the training session.
- 4 Installation of server and workstation software. Customer provides hardware and pre-installed OS according to supplier's requirements. Installation can be assumed to be conducted in combination with and immediately prior to the basic training session.
- 5 Maintenance license for both server and work-stations for the duration of 4 – four – years. This includes free access to any patches and upgrades of the system.
- 6 Option for 10 hour support for four years (total of 40 – forty – hours). Support might be by phone, e-mail or chat. Supplier shall include the cost for this in the offer, although client is not obliged to use – thus be invoiced for –the service.
- 7 Travel and accommodation costs in connection with the delivery, installation etc. will be refunded by NVE at cost and shall not be included in the financial bid. Such travel and accommodation expenses shall be on a least cost basis and shall be subject to advance approval by NVE in each case. Any other charges for such travels or for example cost of time spent on such travels shall, however, be included in the bid .

# **Enclosure 2: Self declaration on Salary and working requirements for personnel under service contracts with Norwegian public institutions**

With reference to the Circular dated 16 July 2005 from the Ministry of Administration and Reform, Norwegian public institutions shall ensure that the use of personnel engaged under service contracts complies with ILO Convention No. 94 regarding work clauses to guarantee equal working conditions regardless of nationality.

The provider shall therefore ensure that its own employees and employees of any sub-contractors enjoy the salaries and working conditions laid down in tariff agreements, regulations or whatever normally applies to the place and work in question. The manager of the entity is responsible for ensuring compliance with this regulation.

All contracts that the provider enters into that cover work under this contract shall include these provisions.

If the provider fails to comply with these provisions, the Client is entitled to retain part of the payment until compliance is documented. The amount to be withheld shall equal twice the amount saved by the provider.

The provider shall upon request present documentation regarding the salaries and documentation used.

I hereby confirm that systematic measures have been implemented to meet the above requirements in connection with salary and working requirements for personnel under service contracts with Norwegian public institutions.

Place: \_\_\_\_\_ Date: \_\_\_\_\_

Signature: : \_\_\_\_\_

## **Enclosure 3: Contract format**

For this contract, NVE will use the Agreement governing the purchase of software and equipment plus appendices (SSA-K):

<http://www.anskaffelser.no/verktoy/kjopsavtalen-ssa-k> (SSA-K English v2015)