

TENDER SPECIFICATION

Open invitation to tender
according to parts I and III

for the procurement of

17-024 Collaboration tools for AS Vinmonopolet

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1 GENERAL DESCRIPTION

1.1 *Client*

Vinmonopolet is a state-owned joint-stock company subject to the Ministry of Health and Care Services. The company has a monopoly on retail sales of wine, spirits and beer with a higher alcohol content than 4.75% by volume. Vinmonopolet was established on 30 November 1922. Today we have 320 stores across the country and an online store at www.vinmonopolet.no. Vinmonopolet is one of the country's most popular companies, with very positive results on a number of image surveys over time.

Vinmonopolet's gross sales revenue reached NOK 16,573,000,000 in 2016. The profit before tax was NOK 199,400,000. At the end of 2016, Vinmonopolet had 1,812 permanent staff and around 700 extra help employees.

1.2 *Scope and aim of the procurement*

Vinmonopolet is issuing an open invitation to tender for the procurement of collaboration tools.

Vinmonopolet will replace our aging intranet solution with an efficient and user-friendly solution that facilitates an efficient work day, cross-device interaction, innovation and broad skills sharing. The benefits of this for Vinmonopolet will be manifested through strengthened internal communication, the ability to influence behaviour, gain access to the skills that are inherent to the organization, and insight into the activities that are currently occupying employees in a completely different way than we are capable of with today's channels for internal communication. Useful information will be created, shared and customized through the recipients' actions rather than top-level message distribution.

We will make room for discussions, ideas, input and cooperation that can create overall value for Vinmonopolet. When people work together to solve real challenges or problems throughout the work day, ideas are generated and opportunities for innovation created every day. When conversations start in open spaces, this creates unique opportunities for people and groups with different skills to work together to find solutions. If we are to achieve our goals, regardless of the solution we choose, a decisive factor will be the ability to engage so many employees that the solution comes alive and contributes to the development of an even more open culture characterized by knowledge sharing and cooperation.

The collaboration tool (corporate social media) that Vinmonopolet acquires will help us achieve our overall goals. Therefore, it is essential that the solution facilitates dialogue across the entire organization regardless of the level, role and technical unit. Each and every employee must be able to share ideas and knowledge with all or some colleagues. For Vinmonopolet, it is imperative that the user interface is intuitive and does not require training. The solution must be experienced as easy to use, facilitate networking and promote innovation.

The tool must enable us to measure the effect of using it. The collaboration solution will be the only digital solution for internal business information, and will be used by employees across 320 locations in the country.

Communication is defined as a management responsibility in Vinmonopolet. The collaboration solution must therefore be used by managers as a tool for information and dialogue. Among other things, the purpose is to develop its corporate culture and to facilitate innovation in a way that develops an open and trust-based collaboration across all actual and experienced dividing lines in the organization.

The collaboration tool will make it possible for talented people in the organization to shine. Everyone must therefore easily and intuitively be able to use the solution to get in touch with colleagues at all levels, initiate and engage in group discussions, and share their skills and knowledge.

We will test the offered solution as part of the evaluation process. The test group, which will consist of a maximum of 30 people, must have access to the solution for at least four weeks. The beta solution must be available to test users who have an email address from Vinmonopolet. Please provide contact information for support in case technical issues arise during the testing period.

The acquisition covers the purchase of licenses, support, service and any consulting services within the categories covered by the contract. This procurement will result in an agreement between Vinmonopolet and one exclusive contract partner.

1.3 *Partial offers*

There is no opportunity to bid for parts of the assignment.

2 RULES FOR CARRYING OUT THE TENDER AND REQUIREMENTS FOR OFFERS

2.1 *Procurement procedure*

The procurement will be carried out in accordance with the Public Procurement Act of 17 June 2016 (LOA) and the Public Procurement Regulations (FOA) FOR 2016-08-12-974. part I and part III. The awarding of contracts will be done after the procedure of an open invitation to tender, cf. FOA Section 13-1(1).

In this competition, negotiation is not permitted. Consequently, the offer cannot be changed after the offer deadline. Furthermore, it is noted that offers that contain material deviations from the procurement documents are to be rejected in accordance with the Public Procurement Regulations section 24-8 (1) b. The Client may reject offers that contain deviations from the procurement documents, ambiguities or the like which cannot be considered insignificant, cf. Section 24-8 (2) a of the Regulations.

Therefore, the supplier is strongly encouraged to follow the instructions given in this tender specification and its attachments and, if necessary, email any clarifying questions to the contact person.

2.2 Confidentiality

The Client and its employees are obliged to prevent others from gaining access to or knowing information about technical facilities and procedures or operating and business conditions that will be necessary to keep secret for reasons relating to competition, cf. section 7-4 of the FOA, cf. the Public Administration Act section 13.

2.3 Binding period for an offer

The supplier must maintain his offer for 6 months after the offer deadline.

2.4 Contract terms and conditions

Any agreement concerning delivery will be based on the SSA-D State Standard Agreement. Operational Agreement with Appendices – attached. The contract is considered accepted by the offerers unless clear reservations are made.

Vinmonopolet reserves the right to reject offers that are not based on the attached contract.

2.5 Personal data

Requirement: The provider must comply with the requirements of the Personal Data Act for security (cf. Section 13) for satisfactory information security in terms of confidentiality, integrity and availability in the processing of personal data. This is to be documented with signature on the attached "Data Processing Agreement".

2.6 Ethical guidelines

Requirement: Our suppliers and contractors are responsible for following Vinmonopolet's ethical guidelines. This is to be documented by the attached guidelines being accepted by the offerer.

2.7 Ethical trade

Requirement: Our suppliers and contractors must respect basic requirements for human rights, labour rights and the environment. Goods delivered to Vinmonopolet must be manufactured under conditions that are compatible with ethical trade requirements. The requirements are based on key UN conventions, ILO conventions and national labour legislation at the place of production. This is to be documented by signature on the "Social Contract Terms and Conditions" attached to this invitation.

2.8 Subcontractors

Requirement: The offerer may, at its own discretion, use subcontractors for parts of the offer, but in such cases, the offerer shall be responsible for them and stand as the main supplier of the offered solution. Providers shall indicate which subcontractors they may use.

2.9 Duration of the agreement

The agreement shall be valid for three years from the startup date for normal operations. The agreement will then automatically renew for one year at a time, until one of the parties terminates the agreement. The mutual notice period is 6 months.

2.10 Invoicing requirements

- Payment conditions: minimum net 30 days
- The invoices shall be marked with our reference
- It shall be clearly stated what the invoice applies to
- Invoices not conforming to the abovementioned standards and content will be returned to the contractor/sender and a new invoice must be issued

AS Vinmonopolet would like primarily to receive invoices in EHF format, sent to VAT registration number 817 209 882 and labelled with the cost centre. If sending EHF invoices is not possible, please send invoices via email to regnskap@vinmonopolet.no.

3 THE EUROPEAN SINGLE PROCUREMENT DOCUMENT (ESPD)

3.1 General information on ESPD

Suppliers shall complete the attached ESPD form as provisional documentation of fulfilment of the qualification requirements, that there are no reasons for rejection, and that any selection criteria are fulfilled. The form shall be submitted with the tender. See the attached tender documentation. The supplier who is chosen to sign a contract must document fulfilment of the qualification requirements in accordance with the stated documentation requirements before the contract is signed.

3.2 National rejection reasons

In accordance with ESPD part III: Rejection reasons, section D: "Other rejection reasons that are laid down in national law in the contracting authority's member country". The Norwegian procurement rules go further than the rejection reasons in the EU's Directive on Public Procurements and in the standard form for ESPD. It is therefore emphasized that all the rejection reasons in the Procurement Regulations, Section 24-2, including the purely national rejection reasons, apply for this competition.

The following rejection reasons in the Procurement Regulations, Section 24-2 are purely national rejection reasons:

- Section 24-2(2). This provision states that a contracting authority can reject a supplier when they are aware that the supplier has been legally convicted or has accepted a fine for the stated punishable conditions. The requirement that a contracting authority shall reject a supplier who has accepted a fine for the stated punishable conditions is a distinctively Norwegian requirement.
- 24-2(3) letter i. The rejection reason in the ESPD form only applies for serious errors in professional performance, whilst the Norwegian rejection reason also includes other serious errors that can lead to doubt as to the supplier's professional integrity.

4 AWARDING CRITERIA

The award will be given to the offer has the best relationship between price or cost and quality based on the following criteria:

- User-friendliness and solution quality: 90 per cent weight.
Shall be assessed by the test panel (see description under section 1.2, Scope and aim of the procurement) as well as against “should” requirements in the attachment, *Functional Requirements for the Collaboration Solution*. The test panel shall in addition assess user-friendliness and functionality.
- Price: 10 per cent weight
Price per user license / year must be stated. When evaluating price, we will assume that there are 2,500 active users.

All costs (license, service and support, etc.) must be stated explicitly by the offerer and will be included in the price evaluation. All prices must be stated exclusive of VAT. Price will be evaluated as a total price over 5 years.

The two award criteria will be scored on a scale of 0-5, with 5 being the best. The price will be evaluated relative to the lowest price. The award criteria’s weight will be stated as a percentage.

5 Delivery and format of the offer

5.1 *Delivery, format and content*

All communication related to the competition shall be conducted via the system portal, www.mercell.no.

5.2 *Delivery of the offer*

Offers must be delivered electronically via the Mercell Portal (www.mercell.no) by the offer deadline. Late arrivals will not be accepted. (The system also does not allow electronic submission of offers via Mercell after the offer deadline.)

If you are not a Mercell user, contact Mercell Support on (+47) 21 01 88 60 or via email: support@mercell.com. The same applies if you have questions about functionality in the tool, such as how submit offers.

It is recommended that the offer be delivered in plenty of time before the deadline, at least one hour before the deadline. Should there be additional information from the client that causes one to want to change the offer before the deadline expires, you can go in and open the offer, make any changes and resubmit up until the offer deadline expires. The last delivered offer is considered the final offer.

The offer requires an electronic signature upon delivery. An electronic signature will be requested upon submission of the offer to confirm that it is the relevant offerer who has submitted the offer. Electronic signatures can be obtained at www.commfides.com, www.buypass.no or www.bankid.no.

NB! Please note that it may take a few days to receive an electronic signature, so this process must be initiated as soon as possible.

Vinmonopolet also emphasizes that sending offers by mail or delivering offers on paper is not possible. Offers must be delivered through Mercell.

5.3 Corrections, supplements or changes in the tender specification

Within the deadline, the client is entitled to make corrections, additions or changes to the tender specification which are not of a significant nature. Corrections, supplements or changes will be sent to anyone who has notified their interest in Mercell. Information provided by the client at the request of an offerer will immediately be sent to all the others in anonymised form.

Information about corrections, supplements and changes will be announced electronically via the Mercell portal. Upon revision of the competition, this will appear as a new version of the competition. When it comes to additional information, this will appear in the "Additional Information" tab of the Mercell Portal. Suppliers who have registered their interest will receive notification via email about corrections, supplements or other changes in the competition. Follow the link in the message to get to the relevant competition.

If errors are found in the tender specification, please communicate this immediately to the client via the communication module in the Mercell portal.

5.4 Cancellation of competition and complete rejection

The contracting authority may cancel the contest or reject all applications if there are sufficient grounds for it.

6 Attachments

- Operational agreement (SSA-D)
- Appendix Instructions for SSA-D
- Ethical guidelines
- Social contract terms and conditions for Vinmonopolet
- Data processor agreement
- Collaboration solution for AS Vinmonopolet - requirements