

# **REQUEST FOR TENDER**

## **OPEN TENDER COMPETITION**

In accordance with part I and part II of the provision  
(for procurements under the EEA threshold value)

for the procurement of

Tender - maritime expert - framework agreement

Case no. 2018/100742

Deadline for submission of tenders:

31.01.2018  
at 12.00

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## **1 DESCRIPTION OF CLIENT**

Innovation Norway's objective is to be the policy instrument of the state and the county authorities for achieving value-creating business development throughout the country.

Innovation Norway's interim goals are: 1) More successful entrepreneurs 2) More enterprises with capacity for growth 3) More innovative business clusters.

Innovation Norway was established by special legislation and is owned by the government and the county councils with stakes of 51% and 49%, respectively. The company is represented in all the counties and approximately 30 countries.

For more information: [www.innovasjon Norge.no](http://www.innovasjon Norge.no)

Innovation Norway is financed through appropriations from the company's owners and clients.

## **2 PURPOSE AND SCOPE OF THE PROCUREMENT**

### ***2.1 Purpose of the procurement***

The purpose of this framework agreement is to cover the Clients need for consultancy services related to the maritime sector in Russia and Norway. Due to high demand in the market and positive development within the maritime sector in Russia, IN Moscow is planning the start of a Global Growth program and several other initiatives in 2018. In this connection, we need to have maritime expertise available.

### ***2.2 Scope of delivery***

The consultancy services include (but may not be limited to)

- ✓ providing information to Norwegian companies on the business development in the Russian maritime sector,
- ✓ making arrangement of meetings with Russian maritime industry players,
- ✓ having contact with Norwegian companies within the maritime industry,
- ✓ travelling with visits to shipyards etc.,
- ✓ meetings with Russian fishing-ship owners
- ✓ translation during presentations
- ✓ project management tasks

Reservations are made with regard to budgetary changes and the company's priorities affecting the execution of the competition and the contractual relationship. If the needs of the Client so dictate, another supplier may be used.

## **3 CONTRACT AND OPTION TO EXTEND**

The contract period is from the signature date and the following 2 years (2018-2020).

The terms of contract are included with the tender documents. The supplier must submit its tender based on the requirements and conditions of the request for tender and the contract including appendices. Upon submission of the tender, the supplier is obliged to have read and accepted the contractual obligations, including, but not limited to, the non-disclosure agreement, wages and working conditions, anti-corruption and ethical guidelines.

### **3.1 Parallel framework agreement**

The Client will award the framework agreement to 1, 2 or 3 suppliers, if 1, 2 or 3 of the received tenders reaches a score of above 6 after an assessment based on each of the award criteria “Experience and knowledge of the maritime sector in Russia and Norway” and “Language skills”, see para. 14.

### **3.2 Call off – the “cascade” method**

If the Client awards the framework agreement to several suppliers (max. 3) (a parallel framework agreement) the suppliers will be ranked from 1-3 depending on their score on the award criteria, see para. 14. When a contract within the framework agreement shall be awarded, the Client will approach supplier nr. 1 first. If nr. 1 does not have the capacity to perform the contract, supplier nr. 2 will be approached and so further on. Supplier nr. 2 and 3 must therefore anticipate that there may not be any contract-awards during the framework agreement, as is also the general principle of a “framework” agreement.

## **4 PROGRESS PLAN**

The client has set out the following time frame for the process:

Activity	Date
Announcement of the competition in Doffin	15.01.2018
Deadline for submitting tenders	31.01.2018 at 12:00
Evaluation period with any negotiations and revised tenders	31.01-06.02.2018
Selection of contractor and notification to suppliers	31.01-06.02.2018
Signing of contract	8 days after contract award notice
Period of validity of the offer*	01.03.2018 at 12.00

\* This means that the supplier is bound by its submitted tender until this date.

Please note that the dates after the deadline for submitting tenders, are tentative.

## **5 EXECUTION OF THE COMPETITION**

### **5.1 Procurement procedure**

The procurement shall be conducted in accordance with the Public Procurement Act no. 73 (LOA) of 17.06.2016 and Part 1 of the Regulations on Public Procurement no. 974 (FOA) of 12.08.2016. The form of competition is a limited competition with negotiation in accordance with Parts I and II of the Regulations, cf. FOA Section 8-3, which allows all suppliers to submit tenders

The Client may enter into dialogue with the suppliers. This applies to all aspects of the

tender and other received documents or information and can, for example, include clarifications and negotiations with the suppliers. The client will consider this following expiry of the deadline for submission of tenders.

### ***5.2 Updating of tender documents***

Before expiry of the deadline for submission of tenders, the Client is entitled to carry out corrections, supplements or changes to the tender documents that are not of a significant nature.

The corrections, supplements or changes will be sent to all parties that have registered their interest in Mercell. Information that the Client gives following a request from a supplier will be sent to all other stakeholders in anonymised form. Information concerning corrections, supplements and changes will be announced electronically via the Mercell portal.

If the competition documents are revised, this will be indicated by a new version of the same document. Suppliers that have already reported their interest will also receive notice by e-mail that changes have been made to the competition. If you follow the link in this notice, it will take you to the competition in question.

If a supplier has any questions, the supplier is encouraged to direct such questions to the Client no later than six days before expiry of the deadline for submitting tenders. Inquiries shall be made via the Mercell portal.

### ***5.3 Communications***

All communication, such as questions concerning the competition documents, shall take place via the Mercell portal. This is so that all communications are logged. Once stakeholders have entered the competition page, they should choose the "Communication" tab. Click the "New Message" icon on the menu bar, enter the desired text and send the message. If the question concerns all the suppliers, the Client will respond to this in anonymised form by giving a response as additional information. Additional information is available under the "Communications" tab and then under the "Additional Information" tab. Stakeholders will also receive an email with a link to the additional information.

## **6 SUBMISSION OF TENDERS**

All tenders shall be submitted electronically via the Mercell portal [www.mercell.no](http://www.mercell.no) by the deadline.

Confirm your desire to submit a tender electronically in Mercell by going to the "Submit tender" tab and then clicking on the "I wish to submit a tender" button. This is only intended to be an indication of the extent to which the Client can expect to receive tenders or not. The supplier will not be committed by indicating "I wish to submit a tender". It would be desirable if suppliers could indicate whether they wish to submit a tender as quickly as possible.

If you are not a Mercell user or if you have any questions about the functionality of the tool,

for example, how you should submit a tender, please contact Mercell Support on: +47 21 01 88 60 or via email at: [support@mercell.com](mailto:support@mercell.com)

It is recommended that the tender be sent well in advance of the closing date. If the supplier desires to change a submitted tender, this can be done by opening the tender, making changes and resubmitting the tender right up to the closing date. The tender submitted last is regarded as the final tender.

#### Electronic signature

During the submission process, an electronic signature may be requested from the supplier to verify that it is the tenderer in question 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). Please note that not all BankID Mobile signatures are compatible. Test the signature well in advance of submitting your tender. Please note that it may take a few days for the delivery of an electronic signature, so that this process should be initiated as soon as possible. The supplier is responsible for ensuring that the electronic signature works so that the tender is delivered within the deadline.

If it turns out that using Mercell is not possible, please contact Innovation Norway at ([frode.mo@innovasjon Norge.no](mailto:frode.mo@innovasjon Norge.no) and [ds@innovasjon Norge.no](mailto:ds@innovasjon Norge.no) ) for a discussion of alternative submission not later than two -2- days before the closing date. Please note that corrections etc. will only be visible in Mercell, and it is the Suppliers responsibility to be updated on the competition documents.

## **7 CONFIDENTIALITY AND PUBLIC ACCESS**

Information submitted to Innovation Norway is, in principle, public information in accordance with Section 3 of Act no. 16 of 19.05.2006 relating to the right of access to documents held by public authorities and public undertakings (Freedom of Information Act).

Exceptions to the right of access to tenders and procurement protocols may be made until the selection of a supplier has been made, cf. Section 23 (3) of the Freedom of Information Act.

The Client is subject to a duty of confidentiality regarding business affairs, cf. Act no. 130 of 19 December 2003 relating to Innovation Norway, Section 27 (1). In the event of a claim for right of access, "commercial aspects" will be redacted.

## **8 CONTENTS OF THE TENDER**

The supplier shall submit the requested information and documentation in accordance with the qualification requirements and award criteria.

## **9 REJECTION**

### ***9.1 Rejection due to formal error***

The Client is obliged to reject a supplier or tender when the conditions of Section 9-4 (1) of the Public Procurement Regulations have been fulfilled. The Client can reject a supplier or

tender when the conditions of Section 9-4 (2) of the Public Procurement Regulations have been fulfilled.

### ***9.2 Rejection due to circumstances on the part of the supplier***

The Client is obliged to reject a supplier if the conditions of Section 9-5 (1) and (2) of the Public Procurement Regulations have been fulfilled. The Client can reject if the conditions of Section 9-5 (3) of the Public Procurement Regulations have been fulfilled.

### ***9.3 Rejection due to circumstances relating to the tender***

The Client is obliged to reject the tender when the conditions of Section 9-6 (1) of the Public Procurement Regulations have been fulfilled and can reject when the conditions of Section 9-6 (2) of the Public Procurement Regulations have been fulfilled.

## **10 DIALOGUE**

The Client reserves the right to engage in clarifications and/or negotiations if this is considered appropriate following a review of the tenders. This may include all aspects of the tenders and other received documents or information.

The Client may engage in dialogue with one or more suppliers. Any selection shall be made in accordance with the principle of equal treatment.

## **11 SUSTAINABILITY, SOCIAL RESPONSIBILITY AND ETHICAL REQUIREMENTS**

### ***11.1 Sustainability and social responsibility***

The Client must contribute to sustainable development, including greater corporate social responsibility in Norway. The parties agree that their collaboration must be based on high ethical standards, avoid contributing to corruption, violations of human rights, and poor working conditions, and have no deleterious effects on local communities and the environment. The Client expects its customers and partners to have guidelines for ethics and corporate social responsibility in their enterprises.

### ***11.2 Anti-corruption***

The Client has a zero tolerance policy for corruption, and its anti-corruption policy applies to all of the company's contracted consultants and suppliers. Corruption encompasses a wide range of activities where the purpose is to obtain illegal advantages. Examples of corruption include bribery, improper gifts and favouritism, kickbacks and facilitation payments.

### ***11.3 Consequences***

The Client is entitled to terminate the contractual relationship with immediate effect if serious violations of the above are identified.

## **12 PROCESSING OF PERSONAL DATA**

If the delivery requires the supplier to process personal data on behalf of the Client, this shall be conducted in accordance with Act no. 31 of 14.04.2000 relating to the processing of personal data (Personal Data Act). The supplier must ensure that the processing complies

with the regulatory requirements. The contractor shall perform the role of processor and the client shall be the controller, cf. section 15 of the Personal Data Act. If required, a Data Processing agreement shall be entered into.

### 13 QUALIFICATION REQUIREMENTS

#### ***Requirements in the event of joint participation***

If several suppliers jointly participate in the competitive tender, separate self-declaration forms (ESPD) must be provided.

#### ***Requirements when using subcontractors***

If the supplier uses a subcontractor, the subcontractor must provide a separate self-declaration form (ESPD). The supplier is responsible for ensuring that subcontractors also fulfil the qualification requirements. The supplier shall document its right of use of necessary subcontractor resources, for example, by attaching a declaration of commitment.

#### ***Documentation of fulfilment of qualification requirements***

Upon submission of the tender, the supplier shall confirm in the ESPD that the requirements have been fulfilled. Documentation of the fulfilment of the requirements will only be required from the winner before the contract is signed.

<b>Requirements – tax and VAT</b>	<b>Documentation requirements</b>
The supplier's affairs must be in order with regard to the payment of tax and value-added tax.	<ul style="list-style-type: none"> <li>• Certificate of tax and value added tax. To be documented when completing the ESPD. The Client may require documents to be submitted at each stage of the process.</li> </ul> <p>The certificate must not be older than 6 months, calculated from the submission deadline.</p> <p>Foreign suppliers must submit certificates from authorities that are equivalent to the Norwegian authorities.</p>
<b>Requirements – organisational and legal position</b>	<b>Documentation requirements</b>
The supplier must be a legally established enterprise.	<ul style="list-style-type: none"> <li>• Norwegian companies: Certificate of registration</li> <li>• Foreign companies: Documentation that the company is registered in a trade register/ business register in accordance with the national requirements of the country in which the supplier is established.</li> </ul> <p>To be documented when completing the ESPD. The Client may require documents to be submitted at each stage of the process.</p>
<b>Requirements – professional qualifications</b>	<b>Documentation requirements</b>
The supplier must have experience from relevant assignments	<p>The supplier shall attach an overview of relevant assignments with assignment description, duration, value and reference persons from the past 3 years.</p> <p>Reference persons may be contacted, if deemed appropriate.</p>



## 14 AWARD CRITERIA

### 14.1 Award criteria

The framework agreement will be awarded on the basis of which tender has the best ratio between price and quality, based on the following criteria:

Criterion	Weighting	Documentation requirements
<b>Price per hour</b>	<b>40 %</b>	The supplier must complete the price schedule. Lowest price gets the highest score.
<b>Experience and knowledge of the maritime sector in Russia and Norway</b> <ul style="list-style-type: none"><li>• Excellent knowledge of the Russian Maritime industry</li><li>• Experience in working with/for Norwegian companies</li><li>• Experience in working with Russian shipping companies, shipyards or authorities</li><li>• Experience in Norwegian business conduct</li><li>• Knowledge of maritime terminology</li></ul>	<b>50 %</b>	The supplier shall provide a CV and/or other relevant documentation for the resource(s) with a description of experience, expertise and previous relevant assignments.
<b>Language skills</b> The consultant must have good English and Russian language skills both orally and written.	<b>10 %</b>	The Supplier shall document the consultants' language skills.

### 14.2 Awarding of points and weighting model

A points scale of 1 to 10 points will be used, where 10 points will be awarded to the best response for a given award criterion and a relatively lower point score to the remaining tenders. A straight line calculation method will be used for calculating the point score for the criterion 'Price'. Weighting shall be in accordance with the table above.



## **APPENDIX 1 – Price schedule**

The price schedule must be completed by the supplier. Incorrect or inadequate completion may result in rejection of the tender.

The hourly rate must be stated in NOK per category, excl. VAT.

<b>Hourly rate (NOK excl. VAT)</b>