

CONDITIONS OF TENDER

Open Tender Procedure

Framework Agreement:

Laboratory Analyses of Norwegian Certified Seed Potatoes for Virus and Ring Rot (*Clavibacter michiganensis* ssp. *Sepedonicus*)

Ref. no. 2018/73460

Oslo, Norway, 23.03.2018

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1. Introduction

According to the announcement in Doffin and TED databases, the Norwegian Food Safety Authority, hereinafter referred to as "the Buyer", hereby invites tenderers to an open tender procedure for entering into a framework agreement for laboratory testing of Norwegian certified seed potatoes for virus and ring rot.

1.1. About the Norwegian Food Safety Authority

The Norwegian Food Safety Authority (NFSA) is a governmental, nationwide administrative body, whose mission is to:

- Ensure safe food and drinking water
- Promote healthy plants, fish and animals
- Promote animal welfare and respect for animals and fish
- Promote health, quality and consumer interests
- Ensure environmentally friendly production.

The NFSA has some 1300 employees and are located throughout the country.

See our website <http://www.mattilsynet.no/> for more information.

1.2. Contact person

The Buyer's contact person for this procurement is:

Name: Gunhild Jørgensen

E-mail address: contact via www.mercell.com

All contact between the Buyer and the suppliers shall take place in the communication module in the Buyer's digital system, www.mercell.com

There shall be no contact or communication about this tender competition with the Buyer other than through the above named contact person.

1.3. Purpose

The import of seed potatoes into Norway is not permitted for reasons of plant health. As a result, Norwegian seed potato crops provide the basis for all potato cultivation in Norway. The seed potato production is governed by Regulation no 1447 dated 2 July 1996 on seed potatoes. According to the regulation, the Buyer is responsible for conducting laboratory tests to ensure that the lots meet the conditions for approval.

Please see Appendix 2 – The Buyer's requirement specifications – for further details.

1.4. Scope and estimated number of samples

Tenders shall be submitted for the following analyses:

- Virus test (post harvest test): Scope
All seed potato lots are to be tested for virus. Annually 230-240 samples shall be tested for PVY and PVA. Approximately 50 samples shall be tested only for PVY. Pre basic lots, annually 40-50, shall be tested for PVY, PVA, PVM, PVS and PVX.
- Ring rot test: Scope

All seed potato lots are to be tested for ring rot (*Clavibacter michiganensis ssp. Sepedonicus*). The estimated annual scope is 320-340 samples. The size of the sample is 200 tubers.

- Brown rot*
- *Dickeya solani**

*No routine testing for brown rot and *Dickeya solani*.

There is no requirement for routine testing of brown rot (*Ralstonia solanacearum*) and *Dickeya solani*. It may, however, be of interest to test all or some of the samples for brown rot and *Dickeya solani* as well as ring rot.

Suppliers submitting tenders must also submit tenders for testing of brown rot and *Dickeya solani* in addition to ring rot. The sample size is 200 tubers. The testing is to be carried out on the same samples which are analysed for ring rot.

The Buyer does not give any commitment on precise number of analyses to be purchased. For further specification of the analyses, see Appendix 2 - The Buyer's requirement specification.

Transport of the samples is not included in the tender. The Buyer will arrange for the samples to be collected at Strand Unikorn in Moelv, Norway, and transported to the laboratory together. The Buyer will arrange one or two deliveries of the samples in September/October. The costs of transport will be paid by the Buyer.

1.5. Publishing of results

The results of the analysis are property of the Buyer, and can only be published by the laboratory with the consent of the Buyer.

1.6. Progress plan

Date/week	Activity
23.03.2018	Announcement in Doffin and TED
24.04.2018	Deadline for requests for clarification regarding the tender documents
04.05.2018 at 12:00 noon	Deadline for tenders
Week 19-24	Assessment of qualifications and tenders, and selection*
Week 24	Notification of decision*
25.06.2018	Waiting period for signing of contract*
30.06.2018	Signing of contract*
01.08.2018	Commencement of contract*

*All dates marked with an asterisk * are provisional and not binding.

2. Tender conditions

2.1. Procurement procedure

The procurement is being conducted as an open tender in accordance with the legislation of 16th July 1999 no. 69 about public procurements and regulation about public procurements. By using the open tender procedure, all interested parties have the opportunity to submit a tender. Negotiation is not permitted. Tenderers are expected to be fully aware of the above regulations.

2.2. Wages and working conditions

Suppliers must accept the requirements regarding current wages and working conditions as described in the Buyers standard contract clauses 10.14 and 11.16, see Appendix 5.

2.3. Confidential information

The Buyer is under duty of confidentiality according to Public administration act ("forvaltningslovens") § 13. This regards details about technical devices, work methods and business conditions that are important for competitive reasons to keep confidential.

2.4. Validity date

The supplier is committed to their offer until 01.08.2018.

2.5. Language

All communication and documentation concerning the conditions of tender shall be in English.

2.6. Changes of tender the documentations

The Buyer reserves the right to make minor changes in the Conditions of tender and the attachments. The deadline to do changes is 10 days ahead of the deadline for submitting tenders.

All changes will be distributed automatically to the suppliers that have registered their interest for the tender competition in www.mercell.com

2.7. Questions and additional information

All communication during the process shall take place through the Merccell-portal, www.mercell.com

Any questions must be submitted through www.mercell.com The questions and answers will be distributed automatically to all suppliers that are registered in www.mercell.com The name of the part submitting the questions will be kept anonymous.

The deadline for questions and additional information is 24.04.2018, see point 1.6.

2.8. Contract

A contract will be signed with only one supplier. The supplier is allowed to use subcontractors.

The contract will be for a term of two (2) years, with an option to renew for a further 1+1 year(s). The contract will be for a maximum of 4 years, should the Buyer choose to exercise the option to renew. The contract will cease automatically at the end of the term without prior notice.

It is intended that the framework agreement should run from 01.08.2018.

The Buyer's own standard contract will be used. The contract will be regulated by the attached draft framework agreement including price and payment terms, see Appendix 4.

2.9. Reservations

It is not possible to make significant reservations in respect of any terms of the conditions of tender or the standard contract. Tenders which include significant reservations, which makes it difficult to compare with other tenders, will be rejected. Any reservations must be specified in the Letter of tender (Appendix 1) so that the Buyer can assess and calculate the effect of the deviation.

2.10. Economical liability

All costs related to the completion of documentations to participate in the tender, shall be covered by the contender.

The Buyer reserves the right to visit the contracted laboratory. Costs related to such visit will be covered by the Buyer. ESA-inspections at the laboratory may also be expected. ESA will cover the costs in connection with such inspections.

2.11. Use of subcontractor

If the supplier intends to use a sub-contractor, this must be stated in the tender. The tenderer shall specify the name of the sub-contractor, the tasks which will be sub-contracted, and the extent to which the sub-contractor will be used.

However, the main supplier is responsible for ensuring that any sub-contractor satisfies the same requirements as they themselves are required to meet. The main supplier will also remain responsible for reporting to and invoicing the Buyer.

3. The European Single Procurement Document (ESPD)

3.1. About ESPD

As a preliminary documentation to prove that they fulfil the exclusion and selection criteria of the tender, the suppliers must fill in a self declaration form, the European Single Procurement Document (ESPD), and submit it to the Buyer together with the tender. The actual documents will only have to be provided by the winner of the tender before the contract is signed.

4. Qualification requirements

Suppliers that wish to participate in the tender competition must deliver documentation of the qualification requirements given in point 4.1 below.

The qualification requirements are minimum requirements that are connected to the capability of the supplier to deliver the actual delivery of the contract content. All the requirements must be fulfilled if the supplier should be qualified to participate in the tender competition.

The supplier must fill in the self-declaration form (ESPD) as described in point 3 above.

After the deadline the Buyer will carry out a qualification of the participants that have delivered a tender. The qualification will be done in accordance with the requirements in points 4.1 – 4.4 below. The suppliers that are not considered qualified will be rejected in accordance with Public procurement regulations § 20-12, and informed as soon as possible. Only tenders submitted by suppliers meeting the qualification requirements will be assessed.

4.1. Tax and/or VAT obligations

Requirements	Documentations (re. ESPD scheme)
The supplier must not be in default of their tax &/or VAT obligations.	<p><u>Norwegian companies</u> shall submit</p> <ul style="list-style-type: none"> • Certificate for paid tax and value added tax (VAT). The certificate must not be more than 6 months old from the tender deadline. • <u>Foreign suppliers</u> shall submit similar certificates from the equivalent relevant authorities and they must be no more than 6 months old. In the event that the authorities in the applicable country do not produce such certificates, the supplier must produce a declaration confirming that all taxes/duties due have been paid. This declaration must be signed by the finance director.

4.2. Legal requirements

Requirements	Documentations
The supplier shall be a lawfully established business.	<ul style="list-style-type: none"> • <u>Norwegian companies</u>: Certificate of registration. • <u>Foreign companies</u>: Evidence that the company is registered in the relevant trade or company register, as required by the law in the country where the supplier is established.

4.3. Financial requirements

Requirements	Documentations
The supplier shall have the financial capability to perform the assignment/contract throughout the whole term, including options.	<ul style="list-style-type: none"> • Credit assessment from a recognized rating agency, based on the most recent accounts and include credit rating, evaluation and historical ratings. Assessment should not be older than six (6) months from the tender deadline. Credit ratings shall not be less than the equivalent of "creditworthy".

4.4. Technical/professional requirements

Requirements	Documentations
Good experience of similar projects.	A summary of maximum 5 most important relevant assignments during the last 3 years, including the type of assignment, the name of the consignee, value and date.

Good ability to perform.	A <u>short</u> description of the company including: <ul style="list-style-type: none"> • Core skills relating to the contract • Description of the organisation • A summary of the average annual number of employees for the last three years.
The laboratory must be accredited following the ISO/IEC 17025 standard.	<ol style="list-style-type: none"> 1) The supplier must document the laboratory's compliance with the requirements of ISO/IEC 17025. The accreditation document must be attached. 2) If the supplier intends to use subcontractors, it must also enclose valid accreditation documents for the subcontractors.

5. Criteria for award of contract

After the qualification is completed, the Buyer will start assessing the tenders submitted by qualifying suppliers. The supplier will be chosen following an assessment of the best relation between price and quality in terms of the following award criteria:

Criterion	Weight
Quality	15 %
Delivery performance	15 %
Price	70 %

5.1. Additional information regarding criteria

The description below is not comprehensive. Other factors that would naturally be considered under these criteria may also be subject to evaluation.

5.1.1. Delivery performance

The Buyer will in this context emphasize on the requirements that are given in Appendix 2 – Buyer's requirement specifications.

The suppliers description of the priority that will be given to this testing, and the response time will be evaluated. A high priority and short response time will be considered as an advantage.

All the samples will be sent in one (or possibly two) shipments, so the response time should be estimated as if the supplier receives 320-340 samples for virus testing at the same time.

The response time should be expressed with two numbers:

- 1) As estimated days from the samples are received by the supplier until the first results are ready and submitted to the Buyer, and
- 2) as estimated days from the samples are received by the supplier until the last results are ready and submitted to the Buyer.

References from other customers will also be evaluated, ref Appendix 3 – Declaration from Reference.

5.1.2. Quality

The quality criterion means how well the offered laboratory services match our requirement specifications, as described in this document and its appendices, especially Appendix 2 – Buyer's requirement Specifications and also Appendix 3 – Declaration from Reference.

The evaluation of the laboratory services will be based on descriptions of the used methods seen in relation to the Buyer's requirements and the current EU legislations governing the performance characteristics of the methods used in official control of seed potatoes (validation, accreditation, and proficiency tests, etc.) See Appendix 2 – Buyer's requirement specification.

Accreditation of virus and ring rot analysis will be considered as an advantage. The same will the proportion of the 200 tubers in the sample to be tested for virus, a higher proportion will be considered as an advantage (200 is best, 96 the least).

5.1.3. Price

The supplier must fill in all prices in Appendix 1 – Letter of Tender including Price form.

The tender shall clearly indicate the price per analysis. All prices shall be stated in € EURO excluding VAT. The price criteria will mainly be evaluated from the prices offered.

If the contracted supplier makes use of a subcontractor, the Buyer will not compensate or pay for the transport costs for forwarding the samples from the supplier to the subcontractor. However the Buyer can send the samples direct to the subcontractor if the transport costs of the samples do not cost more than that to the contracted supplier.

The price per analysis shall include the following:

- a. The preparation of samples.
- b. The analysis process and the interpretation of the results.
- c. The immediate reporting of the non-compliant results including.
- d. The final electronic report of all results (compliant and non-compliant).
- e. All the necessary contacts with the Buyer and its National Reference Laboratories (NRLs).
- f. Approved equipment for sampling, including: packaging (sacks) with closing seals and labels to clearly identify each sample.
- g. If the supplier (laboratory) is based outside Norway, the tender must also include costs of possible import licences, inspection by plant health authorities or similar as may be required for the samples to reach the laboratory.

The price offer shall be exhaustive.

6. Tender requirements and deadline for delivery

6.1. Tender setup

Tender participants must:

- a) Complete the details in Appendix 1 – Letter of Tender including Price form and with a binding signature.
- b) Fulfil all requirements listed in Appendix 2 – Buyer's requirement specifications and provide the necessary documentation in this context.

- c) The tender shall also include a description of at least 2 relevant projects plus a declaration of description from the consignee. Complete the details in Appendix 3 – Declaration from Reference. The Buyer shall be allowed to contact the references.
- d) Attach a list over potential subcontractors, see point 2.11 above.

It is *not* possible to submit a tender for part(s) of the contract. Tenders that clearly differ from the described requirements will not be considered.
The Buyer reserves the right to cancel the tender in case of justifiable basis.

6.2. Deadline for delivery of tender

The tender must be delivered electronically in the Merccell-portal, www.merccell.com before the deadline, 04.05.2018 12.00 noon. The system does not allow delivery of tender after the deadline.

Suppliers who are not users of Merccell, or have questions regarding the functionality of the tool, e.g how to deliver tenders, can contact Merccell Support, tel +47 21 01 88 60 or e-mail support@merccell.com.

Suppliers can do changes in their tender until the deadline for tenders. The last delivered tender will be considered as the final tender.

7. Appendices

- Appendix 1: Letter of Tender, including Price form
- Appendix 2: The Buyer's requirement specifications
- Appendix 3: Declaration from Reference
- Appendix 4: Standard Contract for purchase of services, including appendix regarding total price and payment terms