



## **TENDER DOCUMENT**

# **ELECTRIC BICYCLE FOR BIKE-SHARE**

**18/87**

**Open procedure above EEA threshold (FOA Part I and III)**

*This document is an English translation of the Norwegian version of the document (konkurransegrunnlag). In case of conflict, the Norwegian version will prevail.*

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## **1. Introduction**

### **1.1. About the buyer**

Bysykkelen AS is the contracting authority for this competition. Bysykkelen AS is owned 75% by Forus Næringspark AS (the ownership is divided between the municipalities of Stavanger, Sandnes and Sola) and 25% by the municipality of Stavanger.

Bysykkelen AS owns a bicycle park with charging stations/infrastructure. Bysykkelen also has the rights to the name, agreements with companies in the region about participation in the commuter subscription (HjemJobbHjem-ordningen), technology rights / software and know-how linked to the development of new bicycles and the operation of these. The company has also received - and will receive - significant city funds from the state, via Rogaland County (Rogaland fylkeskommune) and Kolumbus, due to its contribution to reaching the government's goal of zero growth in private car traffic. Bysykkelen AS has its own current income from companies participating in the commuter subscription scheme (HomeJobbHjem-ordningen), as well as ongoing subscription income from the use of the bikes.

Today's Bike share scheme was launched in 2015. The Bike share scheme currently has around 200 electric bicycles in operation. The bikes are divided between 300 charging points/50 stations, mainly in Stavanger city centre and Forus.

For more information, visit [www.bysykkelen.no](http://www.bysykkelen.no) and [www.HjemJobbHjem.no](http://www.HjemJobbHjem.no)

### **1.2. The purpose and scope of the procurement**

#### **1.2.1. The purpose of procurement**

Bysykkelen AS will enter a framework agreement with the winner of the tender for the delivery of an electrical bicycle for bike-share. The procurement covers the production of a prototype, subsequent test and production of the bicycles, customized and adapted to the existing bike share scheme using the existing infrastructure. The procurement includes delivery of spare parts for the bicycles, as well as natural incremental changes of the bicycle during the contract period. The supplier who is awarded the contract has an opportunity, but no obligation, to enter a license agreement with Bysykkelen AS for production and sales of the scheme to other customers, both nationally and internationally. See a draft of the license agreement in Appendix 6 and Appendix 7.

This means, that the chosen supplier gets access to an electrical bike share design, which may be combined with the developed back office software and bikePCB. The bicycle shall be compliant with the open docking point interface described in the attached documents.

Municipalities in both Norway and in Europe have shown an interest in this bike share scheme, which has been developed based on 4 years' of experience with operation of a similar system - where digital solutions, «cost of ownership», user experience, facilitated integration with Public transport and IOT solutions have been fundamental and guiding for the development work.

Bysykkelen AS has entered into a development contract with Kildemoes AS. Kildemoes has, in cooperation with Bysykkelen AS, designed a new bike share bicycle based on a requirement specification from Bysykkelen AS. The design is shown as a 3D pdf that is part of the competition basis. Based on the design, a BOM list has been made with selected suppliers who have drawn and detailed individual parts at their own expense. These part designs are attached as a 2D pdf. If a supplier wishes to use the suggested subcontractors, they can freely be contacted for a potential cooperation. However, the supplier is free to use any other subcontractors.

After completing the assignment, Kildemoes has handed over all documentation and drawings to Bysykkelen AS and this documentation is made available to all potential tenderers. The documentation and drawings are part of the tender ([Appendix 1, Annex A5](#) and [Annex A6](#)).

### *Climate subsidies (Klimasatmidler) and zero growth targets in passenger transportation*

Climate subsidies (klimasats):

In addition to the needs of Bysykkelen AS, a further establishment of the bike-share scheme is wanted by several other municipalities in Rogaland County (Rogaland fylke). In parallel with issuing the tender, several of the municipalities in the county have been granted climate subsidies based on applications to "Kilmasats" regarding the establishment of bike-share scheme. The submitted applications concern municipalities that fall outside the infrastructure project (Bypakke) Nord Jæren.

Bysykkelen AS receives significant funds from the region's public mobility provider Kolumbus. Kolumbus integrates the bike share bicycles service into the region's public transport ticket. That is, when buying a bus ticket, you will automatically receive a bike share ticket. This triggers a need for the establishment of the bike-share scheme in the municipalities outside of Nord Jæren.

*Zero-growth target:*

Nord-Jæren has a zero-growth target for private car traffic. In order to reach the zero-growth goal, the green modes, walking, cycling and public transport should work together as best as possible. As part of the work with traffic strategy project for Nord-Jæren, local bike strategies have been established. The strategy sets out the overall framework for the measures to be implemented within traffic strategy project for Nord-Jæren.

## **1.2.2. Value and content of the procurement**

### *Production and delivery of the prototype*

Prior to the production of the electric bicycle, a prototype must be delivered including approval according to public procedures and guidelines (CE marking and EN-test). It will also include completion of existing 2D drawings for prototype production.

A 0-series / pre-production must be used. The series must include 6 bicycles, and all prototype bicycles must be delivered as part of the first order for Bysykkelen AS. All costs

associated with prototype work shall be included in the offered unit prices for bicycles and spare parts, for the first delivery. The costs the supplier has for CE marking and EN test, must be covered by the supplier, both for the complete bicycle and for bicycle parts that are needed for testing. Risk of tooling error/mistakes is the responsibility of the supplier. The tools and moulds developed in connection with the prototype process become property of Bysykkelen AS. A license agreement may be entered, which includes the use developed moulds and tools, see: license agreement draft in [Appendix 6](#) and [Appendix 7](#).

#### *Production and delivery of electric bicycles*

Following approved prototype and testing, the supplier must manufacture the bicycles and deliver these in Stavanger. The agreement is organized as a framework agreement, and upon signing the agreement, Bysykkelen AS will make a binding order of 750 bicycles that includes the above prototype bikes to be delivered as soon as possible. Bysykkelen AS expects the delivery of the first bikes to take place in early summer 2019. As early delivery will be appreciated, the suppliers will be evaluated on the ability to early delivery.

Beyond the first order of the bicycles, Bysykkelen AS may be able to make more orders based on its own needs during the contract period as well as the needs of other affiliated organisations of the agreement. Bysykkelen AS will on behalf of associated organisations coordinate needs and send a total order to the supplier at the end of each quarter, and make order according to the minimum quantities described in the contract..

During the contract period, a Bysykkelen AS gives non-binding estimate of 1500 bicycles in addition to the first guaranteed order of 750.

#### *Delivery of spare parts*

During the contract period, and during a period of at least 4 years after the end of the contract period, the supplier must be able to deliver spare parts for the bicycles. The lifetime of the bikes is expected to be 8 years. When delivering new bikes, the supplier must provide a recommended range of spare parts for the first year of operation. Bysykkelen AS will collect orders for spare parts for components with a long delivery time up to 2 times a year.

## License Agreement

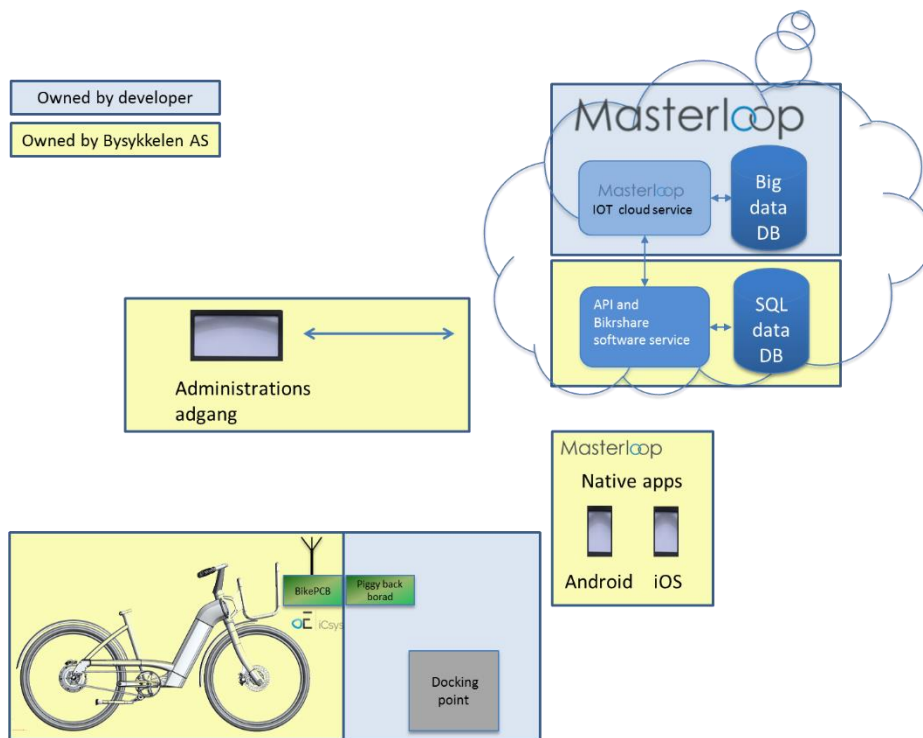


Figure: Bysykkelen AS owns all rights to the bicycle design and software according to the illustration above. The interface to docking points will be an open interface. This is described in detail in the tender documents. The developer owns the rights to hardware and protocols for docking points, as shown in the illustration.

The supplier who is awarded the contract, has an opportunity to enter into a license agreement for the production and sale of the scheme to other customers, both nationally and internationally. This means that the chosen supplier will get access to an electrical bike-share system, limited to the elements owned by Bysykkelen AS, shown in the illustration above. The bike share system is developed based on 4 years' of experience with operating a similar arrangement, including «cost of ownership», user experience, integration with public transport IOT solutions, and other digital solutions. Municipalities and cities both in Norway and in Europe have shown interest in the bicycle and the bike share solution that has been developed.

For further information about the extent and content of the procurement, see the tender documents.

Further information about the licence agreement, please see appendix 6 and 7

### 1.2.3. Contract type and application of the agreement

#### Contract type

Bysykkelen AS will enter into a framework agreement with one supplier. The duration of the framework agreement will be 2 years, with a possibility (option) of extension for a further 1 + 1 year, a total of 4 years.

### *Users in Rogaland County (Rogaland fylke)*

Kolumbus and Bysykkelen AS have invested substantial resources for the integration of the bike share system into the region's public transport ticket. The public transport ticket is valid throughout the region. When buying a bus ticket, you automatically get a bike share ticket, this also leads to a need for the establishment of the bike-share scheme in the municipalities outside of Nord Jæren.

In other words, in addition to Bysykkelen AS, the following municipalities in Rogaland County (Rogaland fylke) may become users of the agreement: Eigersund, Time, Klepp, Sandnes, Stavanger, Strand, Haugesund, Gjesdal, Hå, Randaberg, Karmøy and Sola. Furthermore, Rogaland County (Rogaland fylkeskommune) can through Kolumbus also become users of the agreement. Bysykkelen AS will represent these users during the contract period and will be a contact point towards the chosen supplier.

In addition, a project with Rogaland County and the municipalities Finnøy and Rennesøy is currently working with establishing a bike-share system on the Ryfylke Islands. These municipalities may also become users of the agreement.

### *Potential users of the agreement outside Rogaland County (Rogaland fylke)*

The following public transport/mobility companies will have the opportunity to enter into a separate agreement with the chosen supplier: Brakar (Buskerud) and Agder Kollektivtrafikk (Vest-Agder and Aust-Agder).

The agreement shall be subject to the same terms and conditions of the agreement as with Bysykkelen AS, but the parties will have the possibility to make adjustments for additional costs related to change of delivery place and minor administrative adjustments.

If the above-mentioned public transport/mobility companies are to enter into agreements for the establishment of a bike-share scheme in 2018, they must enter into an agreement with the chosen supplier. If no agreement is reached with the chosen supplier by 2018, this obligation will be void.

Today's cooperation between Kolumbus, Brakar and Agder, including the development of a new app, where the bike-share bicycles is an integral part of the ticket, makes it likely that further cooperation will include the establishment of the bike share scheme in the region covered by these these public transport/mobility companies.

## **1.3. Announcement of the purchase**

The procurement was sent Doffin and Tenders Electronic Daily on the date stated in section **Error! Reference source not found..**

## **2. Administrative provisions**

### **2.1. Procurement procedure**

This procurement will be conducted in accordance with the Norwegian Law of 17 June 2016 no. 73 on Public Procurements (LOA) and Regulation of 12 August 2016 no. 974 on Public Procurements (FOA).

The procurement is carried out as an open procedure in accordance with FOA part I and III. This procedure allows all interested suppliers to submit a tender.

## 2.2. The structure of the tender documents

The tender document consists of two parts:

**Part 1** contains procedures and the framework describing how the process will be carried out up to the point of contract award, as well as forms and templates to be used by the supplier in preparing his tender. Part 1 includes the following documents:

- Konkurransesgrunnlag (Tender document – this document)\*
- Vedlegg 1: Tilbudsskjema (Annex 1: Tender form)
- Vedlegg 2: Mal for forpliktelseserklæring (Annex 2: Declaration of commitment)

*\* The document is available both in Norwegian and English. The English version is a translation. In case of conflict, the Norwegian version will prevail.*

**Part 2** contains the contract, including requirements to the contract object. The supplier shall base his tender on the requirements and terms presented in these documents. Part 2 includes the following documents:

- Avtaledokument\* (Agreement document)
- Standardbestemmelser for rammeavtaler om varekjøp\* (Standard Terms for Framework Agreements for Purchase of Goods)
- Appendix 1: Requirement specification
  - Appendix 1 Annex A1: Bicycle specification
  - Appendix 1 Annex A2: BikePcb – Bike share interface
  - Appendix 1 Annex A3: Description of IT solution
  - Appendix 1 Annex A4: Open interface - Docking point with appendix
  - Appendix 1 Annex A5: Description of Drawing packages
  - Appendix 1 Annex A6: Drawings
  - Appendix 1 Annex A7: BOM – Bill of Materials
  - Appendix 1 Annex A8: Warranty, service and spare parts handling
- Appendix 2: Supplier's description of offered solution.
  - Annex 2 Annex B1: Compliance list
- Appendix 3: Prices and administrative requirements
  - Appendix 3 Annex C1: Suppliers prices for bicycles and spare parts
  - Appendix 3 Annex C2: Project plan
  -

Appendix 4: Amendments to standard terms

- Appendix 5: Code of conduct
- Appendix 6: License Agreement - hardware (not part of contract)
- Appendix 7: License Agreement – software (not part of contract)

*\* The star marked documents has not been translated and do only exists in Norwegian.*



### 2.3. Contact person

The contact person for this process is: Erik Førde.

Enquiries regarding this procurement shall be made in writing in the supplier portal (Mercell).

There shall be no contact/communication with other staff at Bysykkelen AS regarding the competition other than the mentioned contact person.

All questions that provide the basis for a response containing new, changed or supplementary information will be distributed via communication module in Mercell.

### 2.4. Language

All written and oral communication in connection with this procurement shall be in Norwegian or English. The language requirement also applies to the tender itself.

### 2.5. Progress plan

The procurement is planned conducted according to the following progress plan. All dates after the deadline for delivery of tenders are tentative.

Activity	Date
Tender sendt to Doffin/TED	29.06.2018
Deadline for forwarding questions to the tender documents	10.08.2018 kl. 12:00
Dead line to submit tender	24.08.2018 kl. 12.00
Tender opening	24.08.2018
Tender Evaluation	Week 35-36
Contract Award	Week 37
Standstill period	10 days
Contract signing	Week 39
The tender must be valid until	31.12.2018

### 2.6. Tender conference

A Tender conference will not be held.

### 2.7. Correction, supplementation, amendments to the tender document

If the supplier finds that the tender documents do not provide adequate guidance, they may request additional information in writing via the supplier portal (Mercell) within the specified deadline. Anonymized questions with answers will be presented to all suppliers via the supplier portal.

Any errors or uncertainties identified in the tender documents must be reported to the contact person quickly.

All communication in the process shall be done via the Mercell-portal, [www.mercell.no](http://www.mercell.no). This is because all communication must be logged. When you are logged into the portal, select the tab named communication "Kommunikasjon". Then click the "Ny melding" icon in the menu bar. Enter information to the buyer and then tap the Send icon. The buyer then receives your message. If the question concerns all suppliers, the buyer will answer this anonymously by providing the answer as an additional information. Additional

information is available under the communication "*Kommunikasjon*" tab and then the subfolder named additional information "*Tilleggsinformasjon*". You will also receive an email with a link to the additional information.

Within the expiration of the deadline the buyer is entitled to make corrections, additions and changes to the competition document that are not considered to be significant.

Any corrections, supplements and/or amendments to the tender document will be published in the supplier portal before the tender deadline.

## **2.8. The supplier's participation costs**

The costs the supplier incurs in connection with preparing, submitting and following up on the tender process will not be reimbursed.

Participation in the competition will not in any way commit the buyer to entering into a contract with the supplier or tie the buyer to any financial commitments.

## **3. Confidentiality and public access**

### **3.1. Confidentiality**

Information the parties have gained access to in connection with the contract and its implementation must be kept confidential and must not be made available for third parties without the consent of the other party. However, the duty of confidentiality is no more comprehensive than stipulated in the Norwegian Public Administration Act, cf. Act of 10 February 1967, or corresponding sector-specific regulation, as well as according to the Norwegian Freedom of Information Act, see section 3.2 below.

### **3.2. Public access**

Access to information on tenders and to the procurement protocol can be refused, cf. Act of 19 May 2006 no. 16 on the right to access to documents in public sector activities (Freedom of Information Act) § 23.

Once a supplier has been chosen, tenders and the procurement protocol shall in principle be considered open to the public. There are however a few exceptions to the right to information as given in the Norwegian Freedom of Information Act. This includes the exemption from the right to information which is subject to confidentiality according to law or pursuant to law, cf. the Norwegian Freedom of Information Act § 13, cf. the Public Administration Act § 13. In the tender form, the supplier shall include an overview of the information they believe shall be kept from public access, as well as provide a signed self-declaration exempting the buyer from all duties of confidentiality concerning information not explicitly identified by the supplier as being confidential. In the event of a demand for access, the buyer must still make an independent appraisal of whether the information in question is of such nature that the buyer is obliged to refuse access, cf. the Norwegian Freedom of Information Act § 29.

The buyer is obliged to follow the principle of enhanced access to information cf. the Norwegian Freedom of Information Act § 11.

## **4. Tender requirements**

### **4.1. Tender structure**

The tender shall include the following documentation:

- Completed tender form – Part 1, Vedlegg 1: Tilbudsskjema
- Completed declaration of commitment, where applicable – Part 1, Vedlegg 2 Forpliktelseserklæring
- Documentation of award criteria
- Documentation of the qualification criteria, se section 6.1.2, shall be delivered as part of the tender.

#### **4.2. Period of tender validity**

The tender must be valid until the time specified in section 2.5.

#### **4.3. Tender on the whole or parts of the scope of the delivery**

Tenders for parts of the scope of this delivery will not be accepted.

#### **4.4. Alternative tenders**

Submittal of alternative tenders will not be accepted.

#### **4.5. Reservations and amendments**

Substantial reservations and amendments will result in the tender being rejected.

Reservations and amendments shall be stated precisely and clearly, so that the buyer can evaluate the tender without contacting the supplier. Reservations and amendments shall clearly and unambiguously refer to the relevant annex and section in the tender document and shall be stated in the tender form.

The supplier shall clearly specify the consequences any reservations and amendments have for the performance, price and/or other aspects of the tender.

#### **4.6. Withdrawal of the tender**

A tender may be withdrawn or changed prior to the tender due date. Withdrawal shall be notified in writing. Any changes made to the tender, will be considered as a new tender.

#### **4.7. Rejection of the tender**

The rules for rejection set out in FOA section 24 will apply for this competition. The supplier is advised to become familiar with these rules. The supplier is asked to disclose if they have accepted a writ regarding any of the punishable offenses listed in FOA § 24-2, second paragraph.

### **5. Tender format and submission**

#### **5.1. Tender deadline**

The tender shall be received by the buyer at the latest by the tender deadline specified in section **Error! Reference source not found.**

The tender deadline is final. Tenders submitted too late will be rejected.

The supplier is responsible for the risk of failures or delays in delivery.

#### **5.2. Delivery method**

The tender must be delivered electronically in the supplier portal.

All tenders must be delivered electronically via the Mercell portal, [www.mercell.no](http://www.mercell.no) before the deadline. Late submitted tenders will be rejected. (The system does not allow to submit tenders electronically via Mercell after the expiry of the deadline.)

If you are not a Mercell user or have questions about functionality in the portal, such as how to submit a tender, contact Mercell Support by phone: +47 21 01 88 60 or by Email to: [support@mercell.com](mailto:support@mercell.com)

It is recommended that the tender is delivered well in advance of the deadline.

Should there be additional information from the buyer that leads you to change your tender before the tender deadline expires, then you can enter and open the tender, make any changes and re-submit until the tender deadline expires. The last delivered tender is considered as the final tender.

### **The tender requires electronic signature upon delivery.**

You will be asked for an electronic signature in order to confirm that it is the actual supplier who has submitted the tender. You can get an electronic signature at [www.commfides.com](http://www.commfides.com), [www.bypass.no](http://www.bypass.no) or [www.bankid.no](http://www.bankid.no).

We note that it may take a few days to receive electronic signature so that this process should be initiated as soon as possible.

In order to facilitate the review and evaluation of the tenders, the buyer requests that:

- The files are delivered in PDF format, except for excel files.
- The files are named so that the file name refers to the file's contents.

## **6. Qualification requirements**

### **6.1. About the qualification requirements**

In order to ensure that the contractual obligations are fulfilled throughout the contract period, the buyer sets the qualification requirements for the supplier as stated in the following paragraphs.

For all competitions announced in the EEA database TED, suppliers must provide the ESPD with the tender, as a preliminary documentation that the supplier meets the qualification requirements and that there are no grounds for rejection. This form is integrated into Mercell.

The supplier shall fill out Part II, III and IV of the ESPD.

Part III point D of the ESPD Form shall state whether any of the purely national grounds for refusal contained in § 9-5 of the Procurement Regulations (anskaffelsesforskriften) apply. This applies if the supplier has been convicted of a criminal offense as mentioned in § 9-5 (2) of the Regulations. The supplier may also not be considered qualified if the supplier lacks necessary integrity as a contractual partner and / or has no obligation to pay taxes, fees and social security contributions in the state of which he is established, cf. §9-5 (3) (a) and (b) of the Regulations.

To be precise, it is specified that the supplier must also complete Part III, Part A, B and C of the form.

## 6.2. Documentation of qualification criteria to be submitted together with tender

The supplier shall provide documentation for all qualification requirements together with the tender. That is, documentation for the following item must be supplied with the tender:

- Paragraph 6.3
- Paragraph 6.4: (Only for foreign suppliers)
- Paragraph 6.5
- Paragraph 6.6: Technical and professional qualifications

## 6.3. Mandatory requirements

REQUIREMENT	DOCUMENTATION REQUIREMENTS
<p>The supplier shall fulfil obligations relating to the payment of taxes, VAT or similar payments under the laws of Norway or the relevant State in which the supplier is established.</p>	<p>A tax certificate, no older than six months calculated from the deadline for delivery of the tender. A tax certificate shall be understood as:</p> <p>For Norwegian suppliers:</p> <ul style="list-style-type: none"> <li>• A certificate for tax and value added tax, issued by the tax collector's office</li> </ul> <p>For foreign suppliers:</p> <ul style="list-style-type: none"> <li>• Foreign suppliers must have corresponding certificates from their authorities documenting that they have complied with the rules and regulations relating to taxes, VAT, fees, duties etc. If the authorities do not issue applicable certificates, the suppliers shall submit a statement confirming that all such taxes have been paid. The statement shall be confirmed and signed by the supplier's chief financial officer and auditor.</li> </ul>

## 6.4. Requirements for organizational and legal position

REQUIREMENT	DOCUMENTATION REQUIREMENTS
<p>The supplier shall be a legally established company.</p>	<p>For Norwegian suppliers:</p> <ul style="list-style-type: none"> <li>• Company certificate of registration.</li> </ul> <p>For foreign suppliers:</p> <ul style="list-style-type: none"> <li>• Confirmation that the supplier is registered in a trade register or a register of business enterprise in accordance with the laws of the state where the supplier is established.</li> </ul>

## 6.5. Requirements on economic and financial situation

REQUIREMENT	DOCUMENTATION REQUIREMENTS
<p>The supplier shall have sufficient economic strength to be able to fulfil the contract.</p>	<p>The supplier's annual accounts including notes with the directors' report and auditor's report from 2016 and 2017.</p> <p>If the annual accounts for the previous year have not been finalised by the expiry of the tender deadline for this request for tender, the preliminary annual accounts for the previous year shall be attached in addition.</p> <p>The buyer downloads the annual accounts from 2017 from Brønnøysundregisteret for the Norwegian suppliers.</p> <p>Buyer reserves the right to obtain a credit rating. Economic strength is assessed according to turnover, net profit ratio, financial strength and liquidity.</p>

## 6.6. Requirements for technical and professional qualifications

REQUIREMENT	DOCUMENTATION REQUIREMENTS
<p>The supplier shall have sufficient capability to perform the contracts.</p>	<p>A short description of the organisation shall be submitted, including:</p> <ul style="list-style-type: none"> <li>• A description of the company's business idea and core competence related to the scope of delivery</li> <li>• A description of the company's history, how it is organised and ownership, in addition to a description of current activities</li> <li>• A description of how the supplier is organised for the fulfilment of this contract.</li> </ul>
<p>The supplier shall have good experience from performance of similar and related contracts.</p> <p>Similar deliveries means the development, production, delivery of bicycles and spare parts according to own or customer's external specifications.</p>	<p>The supplier shall submit a list of all relevant contracts (maximum 5) from the last 3 years in accordance with the information listed below:</p> <ul style="list-style-type: none"> <li>• Short description of the work performed under the relevant contract.</li> <li>• Time for performance of the contract.</li> <li>• The economic value of the contract scope.</li> <li>• Name, telephone number and e-mail address to a reference person at the purchasing company/contractor.</li> </ul> <p>Bysykkelen AS reserves its right to contact the references listed by the supplier.</p>

### 6.7. Support from other companies (sub-contractors)

The supplier can choose to rely on other companies' capacity in order to fulfil the requirement on the supplier's economic and financial status or technical and professional qualifications. If this is the case, the supplier must document that it manages the necessary resources to the sub-contractor(s), for example by submitting a declaration of commitment (forpliktelseserklæring). In addition the supplier shall document that it, or the sub-contractor(s), have the necessary qualifications according to the respective qualification criteria.

If several suppliers participate in the competition jointly and/or the supplier(s) rely on the capacity of other businesses, a declaration of commitment (forpliktelseserklæring) form must be completed for each company.

This applies regardless of the legal status of the connection between the companies, i.e. that the supporting companies can either be the supplier's parent company, another company in the same group, a cooperation partner or similar.

## 7. Award criteria and evaluation

### 7.1. Award criteria

The contract is awarded to the supplier who has the best relation between price and quality.

AWARD CRITERIA	DOCUMENTATION	WEIGHT %
<p><b>Total costs</b></p> <p>The award criterion is evaluated on the basis of the purchase price and estimated life cycle costs based on the use of key spare parts beyond the warranty period. The costs are calculated per bicycle but multiplied by the number of bicycles within the defined categories in Appendix 3, Annex C1:</p> <ul style="list-style-type: none"> <li>• First order: 750 Bicycles</li> <li>• Call of option: 200 additional Bicycles</li> <li>• Call of option: 300 additional Bicycles</li> <li>• Call of option: 500 additional Bicycles</li> </ul> <p>In addition to the first order, a non-binding estimate of another 1500 bicycles is used during the contract period. For evaluation purposes, the</p>	<p>Supplier must deliver:</p> <ul style="list-style-type: none"> <li>• Completed Appendix 3 Annex C1: PRICES, delivery of bicycles and Spare parts</li> </ul> <p>All prices must be stated in NOK excl. VAT Delivery Incoterms: DDP Stavanger.</p>	<p>70 %</p>

AWARD CRITERIA	DOCUMENTATION	WEIGHT %
<p>cycles are distributed on 2 calls of 200 bicycles, 2 calls of 300 bicycles and 1 call of 500 bicycles.</p> <p>For the assessment of life cycle costs, the estimated consumption of key spare parts for all bicycles is based on a total of 2250 bicycles.</p>		
<p><b>Delivery</b></p> <p>The award criterion will be evaluated on the basis of an overall assessment of the following points, which are given in the prioritized order:</p> <ul style="list-style-type: none"> <li>• Time of delivery of the first order of – a early delivery will be valued.</li> <li>• A project plan showing plans for activities and milestones towards delivery of 750 bicycles. In the evaluation of the project plan, the buyer will especially emphasize how the supplier has included the involvement of Bysykkelen AS as well as a clear schedule and milestones until delivery date.</li> <li>• Delivery time for bicycles during the framework agreement period (call-offs).</li> <li>• Delivery time for spare parts.</li> <li>• Minimum order quantity for spare parts.</li> </ul>	<p>Supplier must deliver:</p> <ul style="list-style-type: none"> <li>• Appendix 2 Annex B1: Compliance list</li> <li>• Completed Appendix 2 Annex B2: Project plan</li> <li>• Completed Appendix 3 Annex C1: PRICES, delivery of bicycles and spare parts</li> </ul>	<p>30 %</p>

## 7.2. Evaluation

All tenders will be evaluated with a score, 6 being highest and 0 being lowest. A relative evaluation model will be applied, scoring price/cost and quality. The supplier with the highest total score will win the competition.

The lowest price in the competition will serve as point of reference for the remaining tenders, which will be distributed proportionally according to the formula (lowest price/offered price)\*6.



The best tender relating to the individual qualitative criterion will be adjusted upwards to the maximum score, and the remaining tenders will be distributed proportionally accordingly.

## **8. Termination of procurement process**

### **8.1. Cancellation of the competition**

The buyer reserves the right to cancel the procurement process if there are factual grounds, cf. FOA § 25-4.

### **8.1. Notification of the choice of supplier and standstill period**

The buyer will simultaneously notify all suppliers in writing, of the decision to award the contract to a named supplier, as soon as a choice of supplier has been made.

The notification will include a reason for the choice and specify the standstill period from when the award is notified until contract signing is planned to be carried out (the formation of contract).

If the buyer finds that the decision to award the contract is not in accordance with the award criteria, the decision may be annulled until the time when the contract has been entered into.