



## **NRK MA-3131-18E**

### Production management system

#### Tender provisions

Norwegian Broadcasting Corporation Ltd. (NRK)

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# 1 INTRODUCTION

Norwegian Broadcasting Corporation Ltd., subsequently named NRK, invites qualified and selected contenders to participate in a negotiated procedure to offer a Production management system delivered as software as a service. The production management system shall support the end-to-end process of planning and managing content production, from initial idea to finished product ready for publishing, including allocation, scheduling and management of people, equipment and facilities. The system will support all content production across the entire NRK organisation and will, thus, be used in large parts of the organisation.

Please refer to the Qualification basis for a description of background information and purpose of the procurement, including the high-level requirements for the new solution. The purpose of this procurement is to enter into a contract with one financially solid and otherwise competent contractor for a new production management system that will provide NRK with a simplified, robust and future-proof solution that can grow flexibly over time, reduce risk and cost, and improve the workflow. It is emphasized that the Contractor shall have the sole responsibility for operating the system and application management including maintenance according to SSA-V and the system be delivered “as a service” (SaaS) hosted by the Contractor, alternatively by NRK.

The scope of the procurement is based on current needs, organizational structure and location, and the agreement can be influenced by changes or adjustments such as the need for new elements in the solution that should be included in the service and that changes in NRK's organizational structure and location can be adapted in the agreement.

## 2 TENDER DOCUMENTS

The Tender Basis for the negotiated procedure consists of these Tender Provisions and general contract terms with appendices. The contract terms will be based upon the Norwegian Government's Standard Terms and Conditions for Agreement governing the delivery of software that is developed or customised for the Customer and Agreement governing the maintenance and servicing of software and equipment (SSA-T and SSA-V - 2015).

The Tender documents consist of the following parts and documents:

Part	Document
I	Tender Provisions (this document)
II	General contract terms; Agreement governing the delivery of software that is developed or customised for the Customer and Agreement governing the maintenance and servicing of software and equipment (respectively SSA-T and SSA-V - 2015)
III	<p>Appendices to SSA-T</p> <ul style="list-style-type: none"> <li>• Appendix 1: Customer requirements specification <ul style="list-style-type: none"> <li>◦ Attachment 1-1 – NRK's labour rules</li> <li>◦ Attachment 1-2 – Glossary</li> <li>◦ Attachment 1-3 – Master data objects</li> </ul> </li> <li>• Appendix 2: Contractor solution specification</li> <li>• Appendix 3: Customer technical platform <ul style="list-style-type: none"> <li>◦ Attachment 3-1 – IT-requirements for NRK</li> </ul> </li> <li>• Appendix 4: Project and progress plan</li> <li>• Appendix 5: Testing and approval</li> <li>• Appendix 6: Administrative provisions <ul style="list-style-type: none"> <li>◦ Attachment 6-1 – Resources</li> </ul> </li> <li>• Appendix 7: Total price and pricing provisions</li> <li>• Appendix 8: Changes to the general contractual wording</li> <li>• Appendix 9: Changes subsequent to the conclusion of the agreement</li> <li>• Appendix 10: Licence terms and conditions for standard software and free software</li> </ul> <p>Appendices to SSA-V</p> <ul style="list-style-type: none"> <li>• Appendix 1: Customer requirements specification (requirements for the maintenance services)</li> <li>• Appendix 2: Contractor solution specification (description of the maintenance services)</li> <li>• Appendix 3: Software and/or equipment to be maintained</li> <li>• Appendix 4: Project and progress plan for the establishment phase</li> <li>• Appendix 5: Service level with standardised price reductions</li> <li>• Appendix 6: Administrative provisions <ul style="list-style-type: none"> <li>◦ Attachment 6-1 – Change order process in NRK</li> </ul> </li> <li>• Appendix 7: Total price and pricing provisions</li> <li>• Appendix 8: Changes to the general contractual wording</li> <li>• Appendix 9: Changes subsequent to the conclusion of the agreement</li> <li>• Appendix 10: Third party's terms and conditions for the maintenance of third party's software</li> </ul>

Part	Document
IV	Data Processor Agreement (template)

### 3 ADMINISTRATIVE PROVISIONS

#### 3.1 Contract notice

The procurement is publicly announced at [www.mercell.no](http://www.mercell.no) (reference NRK-MA3131/18E), [www.doffin.no](http://www.doffin.no) and at TED ([www.ted.publications.eu.int/official](http://www.ted.publications.eu.int/official)).

#### 3.2 Procurement procedure

This public procurement is conducted as a negotiated procedure in accordance with the Norwegian Procurement Act of 17. June 2016 (Anskaffelsesloven) and the Regulations on Public Procurement No. (Anskaffelsesforskriften) FOR 2016-08-12-974, section I and III - above the EU threshold values.

NRK reserves the right to reduce the number of proposals to be subject to negotiation. A reduction may take place before the negotiations start, or after each of the negotiation stages.

Contractors are expected to possess the necessary knowledge of the general public rules and regulations applicable to the public sector purchases in Norway and the EU. Any omission or mistake in any way whatsoever with reference to this does not give the contender any right to an additional claim.

#### 3.3 Time Schedule

The procurement is scheduled to be completed in accordance with the tentative and high-level time schedule as provided in the table below.

Milestone/activity	Date
Announcement of Contract Notice and invitation to request for qualification	28. January 2019
Deadline for submitting questions	21. February 2019
Closing date for submitting request for qualification	27. February 2019 at 12 noon CET
Notification of the result of the qualification and selection.	Week 12
Closing date for submitting questions concerning the tender documents	24. April 2019
Closing date for submitting written tender proposal	30. April at 12 noon CET
Evaluation and negotiation period	Week 19-21
Contract award	Week 25

The contract will be signed after the expiry of the standstill period following the contract award notification.

#### 3.4 Communication regarding the procurement

This procurement process is managed in the Merccell portal. Contenders will have to log in to the portal to download qualification and competition documents, as well as to conduct other correspondence concerning the acquisition and to submit an application for participation.

Any questions regarding the qualification basis and other matters concerning the procurement process should only be addressed through the Merccell portal's communications module.

Inquiries should be labelled "Case number NRK MA3131-18E" in the subject field. The deadline for questions is stated in section 0.

Other inquiries cannot be expected to be answered.

Incoming questions will be reviewed and answered in a general and anonymous manner, and will be distributed successively via the Mercell portal, where e-mail notifications will be sent to the contact person registered without undue delay.

Attempts to acquire information or to influence NRK's employees involved in the procurement process may lead to rejection or that the competition is cancelled.

For further assistance regarding use of the portal, please contact Mercell support at [support@mercell.com](mailto:support@mercell.com) / +47 21 01 88 60 / +47 21 01 88 00.

### **3.5 Confirmation of intent to participate**

Qualified and selected contenders are asked to confirm the successful download of the Tender basis and confirm whether they intend to submit an initial bid. This should be communicated through the Mercell portal by using the "I want to submit an offer" button.

### **3.6 Language**

The tender and all written communication for this tender competition shall be written in English or Norwegian.

### **3.7 Guidelines for responding to requirements**

NRK requires the contender to respond to all the requirements listed in the appendices. The response to each requirement should describe the offered solutions in a way that makes it possible to assess to what extent the fulfilment is suitable for NRK's needs.

NRK requests that responses to the Customer Requirement Specifications be kept concise in relation to what contenders are asked to describe; although as exhaustive and transparent as possible. Extensive use of references to brochures or other general information where NRK has to search for the necessary information should be avoided. Similarly, any links to external websites cannot be taken into consideration.

Please also refer to SSA-T and SSA-V Appendix 1, Chapter 1 for more detailed instructions on how to fill out the requirements tables. Please also note that the requirements classification overrules any inconsistencies with respect to the use of "must"/"shall"/"should" in the requirements description.

### **3.8 Confidentiality and freedom of information**

All Contenders have a duty of confidentiality related to this tender. This obligation relates to any information about the Customer, the Customer's systems or other issues that they may become aware of, pursuant to the Norwegian Public Administration Act of 10 February 1967 § 13.

NRK and its employees undertake to prevent others from gaining access to or knowledge of information on the Contenders, the Contenders' systems or other issues the Customer may become aware of in connection with this tender. However, please note that in accordance with the Norwegian Freedom of Information Act of 19 May 2006 § 23 (3), the public can request access to information in all tenders after the contract is awarded.

NRK may exempt information considered as trade secrets and other matters of competitive significance, ref. the Norwegian Freedom of Information Act § 13.1 cf. Norwegian Public Administration Act § 13.1.2. Hence NRK reserves the right to request a censored version of proposals submitted if an access request is received.

### **3.9 Cancellation of the competition and complete call off**

NRK reserves the right to cancel the competition and/or reject all tenders in accordance with anskaffelsesforskriften (FOA) § 10-4.



## 4 THE STRUCTURE AND THE CONTENT OF THE TENDER

### 4.1 Tender documents

The tender should contain the following parts and documents:

Part	Description
I.	<p>Signed Cover letter (scanned letter with signature), containing:</p> <ol style="list-style-type: none"> <li>a. Full name and address, and complete contact information for the contractor, including contact information for the person responsible for the application.</li> <li>b. Information of which parts of the delivery any subcontractors/partners are intended to be used.</li> <li>c. Client name and contact information for the two most relevant reference projects delivered by the proposed personnel along with a brief description of why the references are assumed to be of relevance for this delivery.</li> <li>d. The contractor's statement for their understanding of 3.8.</li> <li>e. Confirmation of abidance period, c.f. section 4.5 below.</li> <li>f. Signature by an authorized person.</li> </ol>
II.	<p>All tender documents in relation to the implementation and operation of the service (SSA-T and SSA-V) listed below are to be submitted as part of the contender's proposal:</p> <p>Appendices to SSA-T</p> <ul style="list-style-type: none"> <li>• Appendix 2: Contractor solution specification <ul style="list-style-type: none"> <li>◦ Attachment 2-1 – Contractor solution specification</li> </ul> </li> <li>• Appendix 4: Project and progress plan</li> <li>• Appendix 5: Testing and approval</li> <li>• Appendix 6: Administrative provisions <ul style="list-style-type: none"> <li>◦ Attachment 6-1 – Resources</li> </ul> </li> <li>• Appendix 7: Total price and pricing provisions</li> <li>• Appendix 8: Changes to the general contractual wording (if any)</li> <li>• Appendix 10: Licence terms and conditions for standard software and free software</li> </ul> <p>Appendices to SSA-V</p> <ul style="list-style-type: none"> <li>• Appendix 2: Contractor solution specification (description of the maintenance services)</li> <li>• Appendix 3: Software and/or equipment to be maintained</li> <li>• Appendix 4: Project and progress plan for the establishment phase</li> <li>• Appendix 5: Service level with standardised price reductions</li> <li>• Appendix 6: Administrative provisions <ul style="list-style-type: none"> <li>◦ Attachment 1 –Change process in NRK</li> </ul> </li> <li>• Appendix 7: Total price and pricing provisions</li> <li>• Appendix 8: Changes to the general contractual wording (if any)</li> <li>• Appendix 10: Third party's terms and conditions for the maintenance of third party's software</li> </ul>



## 4.2 Submission of the tender

The tender shall only be delivered electronically via the Mercell-portal no later than tender deadline as stated in section 0 above. No paper copies are needed. Please note that the Mercell portal will close at delivery deadline.

All electronic tender documents must be labelled as follows:

<MA-number>\_<short name of document>\_<short name of Tenderer>

Example: “MA3131\_Cover letter\_Appendix 2\_Contender name” and so forth.

To avoid errors or misunderstandings in the above-mentioned files, and to help NRK to see the entire proposal layout the way the contendeder intended, we both want to receive the above files in its original format (e.g. word, excel) individually plus one (1) searchable PDF-binder containing all the individual files.

According to the Norwegian public procurement regulation only e-signatures issued in accordance with a national Requirement Specification by certification service providers registered with the Norwegian Post and Telecommunications Authority are accepted.

### IMPORTANT:

The contenders will not be required to sign the submission electronically, but please remember to submit a signed and scanned copy of your cover letter.

For further assistance, please contact Mercell support at [support@mercell.com](mailto:support@mercell.com) /

+47 21 01 88 60 / +47 21 01 88 00.

## 4.3 Alternative tenders

As stated in the public notice it is not permitted to submit alternative tenders. Alternative tenders will be rejected.

## 4.4 Amendment and withdrawal

Tenders may be withdrawn or amended up to the expiry of the deadline for tenders.

Amended tenders are to be regarded as new tenders, which must be compiled in accordance with the tender requirements as specified above.

## 4.5 Abidance period

The period during which the bid shall be valid is set to three months from the submission deadline of the last revision.

## 5 EVALUATION

This chapter contains an overview of how received bids will be evaluated.

### 5.1 Rejection of tenders

Possible rejection questions will be assessed in accordance with the regulation on public procurement Ch. 24. NRK particularly emphasises the obligation to reject proposals containing substantial reservations to the contract terms and major deviations from the specifications and other parts of the Tender Basis.

Any deviation from requirements will be evaluated with regards to several aspects, amongst others; how substantial the deviation is, the importance of the subject the deviation relates to, the consequences for NRK and the influence on the competitive situation between the Contenders. Furthermore, an overall assessment of discrepancies might force NRK to reject a tender in order to fulfil the purpose of this contract and that the total solution is comparable amongst the contenders.

### 5.2 Award Criteria

The evaluation including any reductions will be based on the award criteria as set out below. Every contender's proposal is evaluated against the scope including options with emphasis on the basic scope. It is voluntary for contenders to include functionality to cover one or more of the optional parts of the scope.

The contract will be awarded to the contender presenting the economically most advantageous offer based upon the evaluation of the final offers submitted after the conclusion of the final negotiation stage. The high-level award criteria are listed below.

Award Criteria	Weight	Sub-criteria/description
<b>Total Quality</b>	70 - 80 %	<p>The criteria for the evaluation of total quality are:</p> <ul style="list-style-type: none"> <li>• 55 % Service Solution Quality and Performance (c.f. SSA-T App.1), with particular emphasis on the following: <ul style="list-style-type: none"> <li>○ User-friendliness – to improve production management, collaboration and resource scheduling.</li> <li>○ Digitisation and automation – provide technology that enables well integrated computer assisted processes and automation of suitable tasks, for an efficient process in and across all phases, functions and roles involved.</li> <li>○ Risk – the Customer is looking for a standardised solution with a modern architecture that reduces the risk of errors in the process.</li> <li>○ Integration – provide modern integration technologies and methods and a breadth of API services.</li> </ul> </li> <li>• 30 % Project Delivery Quality (c.f. SSA-T App. 4, 5, 6), with particular emphasis on detailed design process, implementation plan and methodology.</li> <li>• 15 % Operation and Maintenance Quality (c.f. SSA-V App.1, App. 4 and App. 5)</li> </ul>

<b>Total Price</b>	20 - 30 %	Total price for the complete service; including project implementation and subsequent subscribed support, software licences and maintenance over 5 years.  Furthermore, any costs associated with the Contenders' recommended changes in the Customer's technical platform, or any other internal costs related to running the service will be added to the total price. (c.f. SSA-T App. 7 and SSA-V App. 7),
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### 5.2.1 Previous client references

Previous client references may be contacted by NRK in order to verify quality aspects of previous deliveries. Thus, the result from such reference verifications may be used as supplementary inputs for all aspects of the Quality evaluation.

It is emphasised that any evaluation of previous client references in the award evaluation differ from the evaluation of previous experience in the eligibility evaluation, as the references stated in the tender letter will be evaluated as an expression for anticipated quality related to the contract object.

### 5.2.2 Reservations and prerequisites

NRK will evaluate the extent and impact of possible reservations against the general contract terms, as well as other reservations and prerequisites from the contender, including required changes in the Customer's technical platform. These will be evaluated under the award criteria "Total Price" if the reservations/prerequisites are considered to have an economic value or consequence, and equivalently under the Quality award criteria if they have implication for those.