

REQUEST FOR TENDER
**(as the basis for the offer that qualified and that
invited suppliers will deliver)**

TWO-STAGE COMPETITIVE TENDER

in accordance with Sections I and III of the Norwegian
Procurement Regulation
(with a value exceeding NOK 2 000 000 eks. VAT)

for the procurement of

Stand Design and Construction
for Potential Participation at Three Spanish Expositions
(MWC, SCEWC and FITUR) in a Three-Year Period

Case no. «2019/109627»

Deadline for submission of tenders:
Will be announced in Merccell after pre-qualification

Contents

1 DESCRIPTION OF CLIENT	3
2 PURPOSE AND SCOPE OF THE PROCUREMENT	3
2.1 Purpose of the procurement	3
2.2 Deliverables	3
2.3 Part tenders	4
2.4 Budget.....	4
3 CONTRACT AND OPTION TO EXTEND	4
4 PROGRESS PLAN	5
5 EXECUTION OF THE COMPETITION.....	6
5.1 Procurement procedure	6
5.2 Updating of tender documents.....	6
5.3 Communications	6
6 SUBMISSION OF TENDERS	7
7 CONFIDENTIALITY AND PUBLIC ACCESS	7
8 CONTENTS OF THE TENDER	7
9 THE SENDING AND CLARIFICATION OF INFORMATION AND DOCUMENTATION.....	8
10 REJECTION.....	8
10.1 Rejection due to formal error	8
10.2 Rejection due to circumstances on the part of the supplier	8
10.3 Rejection due to circumstances relating to the tender	8
11 SUSTAINABILITY, SOCIAL RESPONSIBILITY AND ETHICAL REQUIREMENTS	8
11.1 Sustainability and social responsibility.....	8
11.2 Anti-corruption.....	8
11.3 Consequences	8
12 PROCESSING OF PERSONAL DATA.....	8
13 AWARD CRITERIA.....	9
13.1 Award criteria	9
13.2 Awarding of points and weighting model	9
APPENDIX 1 – Requirements specification.....	10
APPENDIX 2 – Price simulation.....	11

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; and 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

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 procurement will cover the needs of the Client for the design, construction and dismantling of the stands for the potential participation at the following exhibitions in Spain.

- Norwegian stand at FITUR in Madrid (normally taking place in January of each year)
- Norwegian/potentially Nordic stand at Mobile World Congress in Barcelona (normally taking place in February of each year)
- Nordic stand at Smart City Expo in Barcelona (normally taking place in November of each year)

2.2 Deliverables

The Supplier shall deliver the design, construction and dismantling of a Norwegian stand, for the below-mentioned exhibitions. The Client does not guarantee the Norwegian participation in these exhibitions and consequently there is no guarantee for volume in this Contract.

The total area and shape is to be decided and contracted for each exhibition

For reference purposes only the total areas for stands in the previously referred to exhibitions has been the following:

- FITUR, 62 square meters
- Mobile World Congress, 120 square meters
- Smart City Expo, 360 square meters

The dimension of the available area, the shape of the stand, the distribution of the posts for exhibitors and the needs in terms of meeting rooms and other common spaces may change from one year to another and will be defined during the implementation of each individual project

Depending on each exhibition, the design of the stand should be in accordance with Innovation Norway and/or Nordic Innovation brand profile and the construction norms of the FIRA de Barcelona and Feria de Madrid.

Suppliers must have Spanish speaking Project Management and experience from running projects in Spain, preferably at FIRA de Barcelona and Feria de Madrid. The aim for the Project Team based in Madrid is to have a close and direct contact and dialogue with our chosen supplier's Project Manager for the development of the project regarding design, project management and construction. For suppliers without a base in Madrid several project meetings in Madrid must be featured into the offer and flexibility to join meetings in Madrid on reasonably short notice is expected.

The Frame Agreement will provide a maximum budget. The budget for each individual project may vary according to the final size of the available space and other specific needs and conditions to be discussed with the awarded service provider.

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.

Further information about the procurement appears in appendix no. 1, "*Requirements specification*".

2.3 Part tenders

Tendering for individual parts of the project is not permitted.

2.4 Budget

The total of the contract shall not exceed 9,000,000 NOK (approx. 3,000,000 NOK per year)

3 CONTRACT AND OPTION TO EXTEND

The contract period is from the date of signing and will last 3 years.

The Client has an option to extend the contract on the same terms by 1 year, making the total possible term of contract 4 years. Any option to extend the contract must be exercised no later than three months prior to the expiry of the contract.

Each Party may terminate the contract on 6 months written notice.

The terms of contract are included with the request for tender. 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, working conditions, anti-corruption and ethical guidelines.

4 PROGRESS PLAN

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

Activity	Date
Deadline for submitting tenders	12.08.2019 at 12:00 noon (GMT+1)
Evaluation period with any negotiations and revised tenders	Week [35]
Selection of contractor and notification to suppliers	02.09.2019 (tentative)
Waiting period	10 days after contract award at 12:00, tentative
Signing of contract	17.09.2019 tentatively
Period of validity*	3 months from the deadline for tenders

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

Please note that the dates after the opening of tenders are only tentative.

5 EXECUTION OF THE COMPETITION

5.1 Procurement procedure

The procurement will be carried out in accordance with Act no. 73 of 17 June 2016 relating to public procurement (Public Procurement Act) and Regulation no. 974 of 12 August 2016 relating to public procurement (Public Procurement Regulation). The procurement will be carried out as a competitive tender with negotiations in accordance with Sections I and III of the Regulation (above the EEA-threshold), cf. Article 13-2.

The tender competition permits negotiations with the invited suppliers and all aspects of the submitted tenders are negotiable, cf. Article 23-7 (2) of the Public Procurement Regulation. However, the Client reserves the right not to conduct negotiations, cf. Article 23-7 (5) of the Public Procurement Regulation.

Any negotiations will involve several phases in which the number of tenders being negotiated will be reduced. This reduction will take place based on the stipulated award criteria. An initial reduction based on the award criteria may take place prior to any negotiations, cf. Article 23-11 (4) of the Public Procurement Regulation.

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 email 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 address 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 "Communications" 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

The tender must be submitted electronically via the Mercell portal www.mercell.no by the deadline. Tenders must be submitted in Norwegian or in English.

The supplier should indicate whether they intend to submit a tender by clicking the "I want to tender" tab. To submit a tender, click the "Submit tender" tab.

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

It is recommended that the tender be sent well in advance of the deadline. If the supplier wants to change a submitted tender, this can be done by opening the tender, making changes and resubmitting the tender right up to the deadline. The most recently submitted tender is considered the final tender.

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, www.buypass.no or 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 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.

7 CONFIDENTIALITY AND PUBLIC ACCESS

Information submitted to Innovation Norway is, in principle, public information in accordance with Article 3 of Act no. 16 of 19 May 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. Article 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, Article 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 award criteria.

9 THE SENDING AND CLARIFICATION OF INFORMATION AND DOCUMENTATION

The Client may, in writing, request that the supplier submits, supplements, clarifies or supplements received information and documentation within a short time limit.

10 REJECTION

10.1 Rejection due to formal error

The Client will reject a tender if the conditions of Article 24-1 (1) of the Procurement Regulation are fulfilled. The Client may reject a tender when the conditions of Article 24-1 (2) of the Procurement Regulation are fulfilled.

10.2 Rejection due to circumstances on the part of the supplier

The Client will reject a supplier if the conditions of Article 24-2 (1) or (2) of the Procurement Regulation are fulfilled. The Client may reject a supplier if the conditions of Article 24-2 (3) of the Procurement Regulation are fulfilled.

10.3 Rejection due to circumstances relating to the tender

The Client will reject a tender if the conditions of Article 24-8 (1) of the Procurement Regulation are fulfilled. The Client may reject a tender if the conditions of Article 24-8 (2) or 24-9 of the Procurement Regulation are fulfilled.

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 April 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. Article 15 of the Personal Data Act. If required, a Data Processing agreement shall be entered into.

13 AWARD CRITERIA

13.1 Award criteria

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

Criterion	Weighting	Documentation requirements
Project Management The criterion will be evaluated on basis of: <ul style="list-style-type: none"> - The Project Management shall have excellent Spanish Language skills as well as experience and competence from similar and relevant assignments in Spain - The Suppliers access to relevant expertise 	30%	The Supplier shall describe and attach CV's or other relevant documentation of the Project Management that documents how the award criteria is fulfilled.
Project solution The criterion will be evaluated on the basis of the Suppliers proposals on: <ul style="list-style-type: none"> - Visual identity: Graphs, use of colours - Space distributions - Meeting room solutions - Common areas 	50%	The supplier shall attach graphical samples of two previous comparable projects, as well as give a short description of how these examples are relevant when building the stands for this contract.
Price The Price will be based on the Suppliers price for a given project, and the total sum in annex 2.	20 %	The Supplier must present price estimations based on the two examples presented and for that purpose the supplier must fill in the table in Annex 2. One table per each example

13.2 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 – Requirements specification

Alternative – N/A – appears in items 2.1 and 2.2.

APPENDIX 2 – Price simulation

The price estimates must be completed by the supplier for each of the examples presented. Incorrect or inadequate completion may result in rejection of the tender.

Generic chapters	Detailed elements	Price estimate – NOK ex. VAT
GENERAL CARPENTRY/ELECTRICITY	Including floors, hanging structures (if relevant), storage room, cabinets, common areas, furniture, graphs and printed elements, TV screens, Audio and video elements	
EXHIBITING POST/MEETING ROOM/STAGE (IF RELEVANT FOR THE EXAMPLE)	Including counters for exhibitors, meeting rooms, stage	
ELECTRICAL PANEL & OTHER ELEMENTS	Electrical panels for the functioning of the stand and other electrical components	