

REQUEST FOR TENDER

(for qualified and invited suppliers)

TWO-STAGE COMPETITIVE TENDER

in accordance with Sections I and III of the Regulation
(or procurement with a value exceeding NOK 2 000 000)

for the procurement of

Visit Norway Digital Platform

Case no. 2019/128487

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

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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; 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 and deliverables

The Supplier shall cover the Client's need of a digital platform for Visit Norway.

Visit Norway is the National Tourist Organisation (NTO) of Norway and is a department in the division Brand Norway within Innovation Norway. Visit Norway's main role is to profile and market Norway as a tourist destination and to contribute to increased value creation and improved profitability in Norwegian tourism. Visit Norway is focusing on the area of opportunities for "Creative industries and tourism".

The platform must be delivered as a Destination Management System (DMS) or Content Management System (CMS) – specially designed for the travel industry.

The software, services and associated data must be hosted as a "Software as a Service" offering a Single-point-of-contact and distributed worldwide to ensure high performance and a reliable service all over the world.

Visit Norway seek to be an early adapter when it comes to new technology and wants a partner that looks to enable new technology and services in their digital platform to continuously improve the efficiency, quality, user experience and new areas of opportunities.

For additional information regarding the deliverables see appendices:

- Appendix I - Functional requirements
- Appendix II – Background
- Appendix III - Price grid
- Appendix IV - Support and Security

- Appendix V – Innovation Norway Act. – Section 27
- Appendix VI – Declaration of confidentiality
- Appendix VII – Standard data processing agreement

If mandatory sections in Appendix I Functional requirements are replied with "Not supported", the Supplier may be excluded from the competition.

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.

2.2 Part tenders

Tendering for individual parts of the project is not permitted.

3 CONTRACT AND OPTION TO EXTEND

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

The Client has an option to extend the contract on the same terms by 1 + 1 + 1 years, making the total possible term of contract 6 years. Any option to extend the contract must be exercised no later than three months prior to the expiry of the contract.

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.

4 PROGRESS PLAN

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

Activity	Date
Deadline for submitting tenders	Will be announced in Merccell after pre-qualification of the suppliers
Evaluation period with any negotiations and revised tenders	Week 48/49
Selection of contractor and notification to suppliers	Week 50
Waiting period	10 days from the time that supplier selection has been announced
Signing of contract	Week 52
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 all dates except the deadline for submitting tenders, are 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

The supplier must enter into a data processing agreement with the Client. See **Appendix VII Standard data processing agreement** for more information.

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
<p>Quality and features</p> <p>The criterion will be evaluated based on how and to which degree the Supplier fulfils the evaluation requirements in Appendix 1 Functional Requirements.</p> <p>The “evaluation requirements” are split in the following categories:</p> <ul style="list-style-type: none">• Design and Project plan• CMS features• CMS end-users• CMS editors• CMS administration• Translations and localisation• Infrastructure• Accessibility• Photo and video• Maps• Search• Integrations• Search engine Optimization• Reporting and analytics• Product development and maintenance• Client development• Other services	60 %	<p>The supplier must fill in and answer Appendix I – Functional requirements.</p> <p>“Evaluation requirements” shall be confirmed along with a description of how the requirements is/is not fulfilled.</p>
<p>Price</p> <p>This criterion will be evaluated based on the Supplier’s price in Appendix III Price grid, where</p> <ul style="list-style-type: none">- Sum Normal situation 80 %- Sum Scale up/scale down 20 %	25 %	<p>The supplier must complete the price grid in the Appendix III - Price grid.</p>
<p>Support, training and security</p> <p>The criterion will be evaluated based on how and to which degree</p>	15 %	<p>The supplier must fill in and answer Appendix IV - Support and Security.</p>

Criterion	Weighting	Documentation requirements
the Supplier fulfils the requirements in Appendix IV- Support and Security .		

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.