

TENDER DOCUMENTS

TWO STAGE COMPETITIVE TENDER

in accordance with part I and part III of the regulations

for the procurement of

Digital Marketing in China for The Explorer

Case no. 2020/551950

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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 and scope of the procurement

In connection with Innovation Norway's work on the export market, and part of the Brand Norway export initiative; www.brandnorway.no, IN is piloting a Chinese version of The Explorer (Norway's digital platform for green technology www.theexplorer.no). The purpose of this procurement is that IN needs a strategic partner who has documented experience and a track record of experience working strategically with Norwegian companies and brands in China, and especially digital marketing communication and campaigns for brand positioning in China.

IN needs a strategic partner and supplier who, based on the Brand Norway brand platform and brand building to position Norway as a pioneer of sustainability; <https://content.brandnorway.no> can deliver both media insight and knowledge of digital and social media, technology and analysis expertise in the Chinese market, and who can provide advice, SOME management (including media buy) and evaluate The Explorer's comprehensive marketing activities and distribution in China.

The goal for The Explorer's marketing campaigns is to create interest and drive **relevant** traffic from relevant target groups from Chinese digital and social channels to articles and solutions on <https://www.theexplorer.no/cn>.

The supplier must have an in-dept knowledge of both Norwegian and Chinese business culture. The supplier must be able to attend both physical/digital meetings in both Norway (Oslo) and China on short notice to and must speak, write and understand Norwegian, English and Chinese.

The main deliverables for this assignment are the following:

- Media insights and advice regarding target groups and segments for digital and social marketing and targeting in China for content from the Explorer
- Practical and legal setup of Chinese marketing channels

- Media buy/investments/top ups
- Content production/text as well as advice on type of content, angels etc.
- Reporting dashboard, preferable realtime
- Analytics and stats
- Translations from Norwegian or English content to Chinese when/if needed

The exact value of the contract cannot be determined, but based on historical figures, the estimated nominal value is 2 – 3 MNOK ex VAT including media spend and service fees per year. However, this is not binding for the Client.

Furthermore, 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”*.

2.2 Part tenders

It is not possible to tender for parts of the delivery.

3 CONTRACT AND OPTION TO EXTEND

The contract period is from the date of signature and last 1 year.

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 4 years. Any extension of the contract in accordance with the option will occur automatically, unless the Client terminates the agreement. Notice of such termination must be given in writing no later than one month prior to the expiry of the contract.

Either party may terminate the contract at any time with three months' written notice.

The contractual relationship will be governed by SSA-R

<https://www.anskaffelser.no/verktoy/kontrakter-og-avtaler/rammeavtalen-ssa-r>

And each call-off of:

SSA-B <https://www.anskaffelser.no/verktoy/kontrakter-og-avtaler/bistandsavtalene-ssa-b-og-ssa-b-enkel>

The supplier must submit its tender based on the requirements and conditions of the tender documents 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 EXECUTION OF THE COMPETITION

4.1 Procurement procedure

The procurement will be carried out in accordance with the rules set out in the tender documentation, as well as 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 parts I and III of the regulations (above the EEA-threshold), cf. section 13-2.

4.2 Execution of the competition

A competition with negotiations is a two-step procedure where in the first step all interested suppliers can submit a request to participate in the contest, with proof of compliance with the qualification requirements in clause 9.

In the second step, the Client will choose a selection of suppliers and request submission of a complete tender. A minimum of three suppliers will be invited to submit a tender for this competition, cf. Section 16-12 (3) of the Public Procurement Regulation. If there is a surplus of qualified suppliers, the suppliers that best satisfy the qualification requirements will be selected and invited to tender.

All invited suppliers will have their tenders evaluated. The tender competition permits negotiations with the invited suppliers and all aspects of the submitted tenders are negotiable, cf. Section 23-7 (2) of the Public Procurement Regulation. However, the Client reserves the right not to conduct negotiations, cf. Section 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. Section 23-11 (4) of the Public Procurement Regulation.

After the negotiations and any updated tenders, the final evaluation of the tenders will be made and the contract awarded. Please note that tenders containing significant deviations from the procurement documents shall be rejected pursuant to Section 24-8 (1) (b) of the Public Procurement Regulation. Such rejection will preclude any opportunity to negotiate with respect to the tender.

4.3 Request to participate in the competition – step 1

Suppliers that wish to take part in the competition must submit a request to take part in the competition by the deadline specified in the invitation to tender and in Merzell. The supplier must submit the requested information and documentation in accordance with the qualification requirements, cf. clause 9.

Since this is a two-step procedure, complete tenders shall **not** be submitted at this stage of the competition. The tender documentation is enclosed, as the Client is obliged to make this available from the time of announcement.

All qualification applications must be submitted electronically via the Mercell portal, www.mercell.no before the deadline for submission.

Confirm that you want to submit a qualification application online in Mercell by going to the "Register Qualification Request" tab, and then clicking on the button "I want to bid." This is only meant as an indicator of whether the Client can expect a qualification application. The supplier will not be committed by indicating "I wish to submit a tender". It would be desirable if suppliers could indicate whether they wish to submit a tender as quickly as possible.

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 by email to: support@mercell.com

It is recommended that the qualification application is submitted well before the deadline. If the supplier wishes to change the submitted qualification, this can be done by opening the qualification application, making any changes and then resubmitting it again up until the deadline expires. The most recently submitted qualification application is considered to be the final qualification application.

During the submission process, an electronic signature may be requested from the Supplier to verify that it is the Supplier in question who has submitted the tender. An electronic signature can be obtained from 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 submission. Please note that it may take a few days for the delivery of an electronic signature, so that 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 submitted before the deadline.

4.4 Submission and formulation of tenders – step 2

This clause is only relevant for those suppliers who have qualified and been invited to submit a tender following the end of the qualifying round. All suppliers must first submit a request to participate, in accordance with the clause above, and then wait for an invitation to submit a tender. Suppliers that submit a request but that will not be invited to submit a tender will be notified.

Suppliers who are invited to submit a tender must submit the tender electronically via the Mercell portal by the deadline for submission of tenders. The Supplier must submit the requested information and documentation in accordance with the award criteria, cf. clause 10. Tenders must be submitted in Norwegian or English.

The supplier should indicate whether it intends to submit the tender by clicking on the "Jeg ønsker å tilby" tab. To submit a tender, click on 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 closing date. If the supplier desires to change a submitted tender, this can be done by opening the tender, making changes and resubmitting the tender right up to the closing date. The tender submitted last is regarded as the final tender.

During the submission process, an electronic signature may be requested from the supplier to verify that it is the supplier 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 that 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.

4.5 Reservations and deviations

Should the supplier wish to stipulate reservations with respect to the tender documents (incl. the terms and conditions of the contract) this must be clearly specified and stated in the tender.

The supplier is encouraged to seek to clarify any ambiguities in the tender documents prior to expiry of the deadline for submission of tenders pursuant to clause 4.8, rather than stipulate reservations. Any reference by the supplier to standardised terms and conditions of delivery or similar will be deemed a reservation.

Reservations and deviations shall, if stipulated, be precise and unambiguous such that the Client can evaluate the consequences reservations/deviations will have with respect to performance, price and/or other factors. Significant reservations and deviations will result in the tender being rejected.

4.6 Progress plan

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

Activity	Date
Deadline request (when the request must be received by the Client)	28.11.2020 at 12:00
Qualification and selection of suppliers	29-30.11.2020
Deadline tenders (when the tender must be received by the Client)	23.12.2020
Evaluation period with any negotiations and revised tenders	tbd
Selection of contractor and notification to suppliers	tbd

Qualifying period	10 days from the time that supplier selection has been announced.
Signing of contract	After the end of waiting period.
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 times and dates are preliminary and the final deadline will be specified in Mercell.

4.7 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 e-mail 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 direct 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.

4.8 Additional information

The Supplier must meticulously familiarise itself with the content of the tender documents. Should the Supplier find any errors, omissions or ambiguities in the tender documents, the Supplier is encouraged to immediately notify the Client and request additional information.

Enquiries regarding additional information shall be presented to the Client's contact person via Mercell. Enquiries concerning additional information shall be presented as quickly as possible such that the Client has an opportunity to deal with them prior to expiry of the deadline for submission of tenders.

4.9 Forwarding and clarification of information and documentation

The Client may, in writing, request that the supplier submit, supplement, clarify or supplement received information and documentation on short notice.

4.10 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 "Communication" tab. Click the

“New Message” icon on the menu bar, entire 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.

5 CONFIDENTIALITY AND PUBLIC ACCESS

Information submitted to Innovation Norway is, in principle, public information in accordance with Section 3 of Act no. 16 of 19.05.2006 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. Section 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, Section 27 (1). In the event of a claim for right of access, “commercial aspects” will be redacted.

6 SUSTAINABILITY, SOCIAL RESPONSIBILITY AND ETHICAL REQUIREMENTS

6.1 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 suppliers and partners to have guidelines for ethics and corporate social responsibility in their enterprises.

6.2 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.

6.3 Consequences

The Client is entitled to terminate the contractual relationship with immediate effect if serious violations of the above are identified.

7 PROCESSING OF PERSONAL DATA

If the Supplier must process personal data on behalf of the Client in order to perform the services, the Supplier shall have the role of data processor and the Client shall be the data controller, cf. the General Data Protection Regulation, Chapter 4, Section 1.

The Client may, at any time, require that the Supplier's processing of personal data on behalf of the Client is regulated in a separate data processor agreement.

8 THE EUROPEAN SINGLE PROCUREMENT DOCUMENT (ESPD) form

8.1 General information concerning the ESPD

The ESPD form must be submitted as preliminary proof of compliance with the qualification requirements and that no grounds for rejection exist. The ESPD form must be submitted in Merccell.

8.2 National grounds for rejection

In section III of the ESPD form, the supplier shall confirm that there are no grounds for rejection. The Norwegian procurement rules go beyond the grounds for rejection stated in the EU directive on public procurement and in the standard ESPD form. It should therefore be noted that all the grounds for rejection contained in Section 24-2 of the Public Procurement Regulation are applicable to this competitive tender, including the grounds for rejection that are purely national.¹

9 QUALIFICATION REQUIREMENTS

9.1 Documentation of fulfilment of qualification requirements

The supplier shall submit an ESPD form to confirm that the qualification requirements are met. The supplier awarded a contract will be asked to submit compliance documentation before it is signed. The Client may still require documents to be submitted at each stage of the process.

Where it is stated in the tender documentation that qualification requirements must be documented (e.g. reference projects), the documentation should be uploaded in Merccell as separate attachments.

9.2 The qualification requirements for this competition

The following qualification requirements apply to this competition:

¹ The national grounds for rejection include requirements for the client to reject contractors who have been penalised for the specified criminal offences, cf. Section 24-2 (2) of the Public Procurement Regulation, and if the supplier has made serious errors that could result in doubts about the supplier's professional integrity, cf. Section 24-2 (3) (i) of the Public Procurement Regulation.

Requirements – tax and VAT	Documentation
The supplier's affairs must be in order with regard to the payment of tax and value-added tax.	<ul style="list-style-type: none"> • Certificate of tax and value added tax. <p>The certificate must not be older than 6 months, calculated from the submission deadline.</p> <p>Foreign suppliers must submit certificates from authorities that are equivalent to the Norwegian authorities. To be documented when completing the ESPD.</p>
Requirements – organisational and legal position	Documentation
The supplier must be a legally established enterprise	<ul style="list-style-type: none"> • Norwegian companies: Certificate of registration • Foreign companies: Documentation that the company is registered in a trade register/ business register in accordance with the national requirements of the country in which the supplier is established. To be documented when completing the ESPD.
Requirements – professional qualifications	Documentation
The supplier must have relevant skills and experience from similar assignments/deliveries.	<ul style="list-style-type: none"> • The supplier must provide a brief description of the company's relevant competence for the implementation of the assignment. No CVs should be submitted during this phase of the competition. • The supplier shall give details of three relevant reference projects with a brief description of the assignment, the duration of the assignment, its value and reference persons. Reference persons may be contacted, if deemed appropriate. <p>The description/report will be put in a separate document and uploaded to Mercell.</p>
Subcontractors	Documentation
The supplier shall describe which part of the contract that may be executed by subcontractors.	The Supplier shall describe which part of the contract that will possibly be executed by subcontractors.

9.3 Requirements in the event of joint participation

If several suppliers jointly participate in the competitive tender, separate self-declaration forms (ESPD) must be submitted.

9.4 Requirements when using subcontractors

The Supplier must state whether they intend to use subcontractors to fulfil the assignment/delivery. If subcontractors are to be used, this must be specified in section II Pt. D of the ESPD form. The form must show the name and the organisation number of the subcontractor(s) and the specific parts of the delivery that each subcontractor will execute.

If the Supplier must rely on subcontractors to satisfy the qualification requirements, this must be specified in part II Point C of the ESPD form. In addition, a declaration of commitment must be appended from the subcontractor in which the latter commits to providing sufficient capacity in the event of a contract, cf. Section 16-10 (2) of the Public Procurement Regulation, and the subcontractor in question must submit their own separate ESPD form, cf. Section 17-1 (6) of the Public Procurement Regulation.

10 AWARD CRITERIA

10.1 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
Price Will be evaluated based on hourly rates in Appendix 2.	40%	The supplier must complete the price schedule in Appendix 2.
Project solution Will be evaluated based on the following: <ul style="list-style-type: none"> - Understanding of the scope of the Agreement and the need of the Client - Standards/methods, systems, platforms 	30%	The supplier must describe its understanding of the project and how the project will be resolved. <i>Maximum pages: 5</i>
Expertise and experience Will be evaluated based on the following: <ul style="list-style-type: none"> - Rendered resource(s) expertise and experience - The team's composition - Language skills in Norwegian, English and Chinese 	30%	The supplier shall provide a CV for the resource(s) offered for this assignment with a description of experience, expertise and previous relevant assignments and track results. The team's composition shall be described.

10.2 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'. If the highest price is twice as high as the lowest price, a proportional

calculation model will be used for the price criterion. Weighting shall be in accordance with the table above.

11 REJECTION

11.1 Rejection due to formal error

The client will reject a bid when the provisions of the Public Procurement Regulation, Section 24-1 (1) are satisfied. The client may reject an offer when the provisions of the Public Procurement Regulation, Section 24-1 (2) are satisfied.

11.2 Rejection due to circumstances on the part of the supplier

The client will reject a supplier if the terms of the Public Procurement Regulation, Section 24-2 (1) or (2) are satisfied. The client may refuse a supplier if the provisions of the Public Procurement Regulation, Section 24-2 (3) are satisfied.

11.3 Rejection due to circumstances relating to the tender

The client will reject the offer if the terms of the Public Procurement Regulation, Section 24-8 (1) are satisfied. The Client may reject the offer if the terms of the Public Procurement Regulation, Sections 24-8 (2) or 24-9 are satisfied.

APPENDIX 1 – Scope of delivery

The Assistance includes the following deliverables:

- Media insights and advice regarding segments and target groups for digital and social marketing and targeting in China
- Setup of Chinese marketing channels
- Media buy/investments/top ups
- Content production/text
- Reporting dashboard, preferable realtime
- Analytics and stats
- Translations to Chinese when/if needed

The following deliverables are not included in the Assistance:

- Technical setup for TheExplorer.no/cn
- Production and publishing of content on TheExplorer.no/cn

The duties of the Consultant

Description of the standards/methods etc. that the Consultant is to use when rendering the Assistance

- Follow-up for optimizing of campaigns and proactivity in regards to ongoing campaigns as well as reporting of activities and results
- Advice regarding content, tone of voice in accordance with Brand Norway, use of pictures with photo **credits, use of video and other visuals, etc.**

APPENDIX 2 – Price schedule

The price schedule must be completed by the supplier. Incorrect or inadequate completion may result in rejection of the tender. Prices must be specified as single prices and not in intervals. If prices are specified in intervals, the highest price will be used. All prices must be stated in NOK, excl. VAT.

Role in the project	Hourly rate (excl. VAT)	Specify the resource's share (%) in the project
Project manager		
Senior resources (5 + years of relevant experience)		
Junior resources (0-5 years of relevant experience)		

The percentage share specified in the price form shall reflect the actual use of the resource under the contract.