

# **REQUEST FOR TENDER**

## **OPEN TENDER COMPETITION**

In accordance with part I and part II of the regulations

for the procurement of

Payment solution

Case no.  
2021/580750

Deadline for submission of tenders:

15<sup>th</sup> of March  
at 12.00

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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](http://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***

Innovation Norway is looking for a payment service provider with a range of services that takes care of our different needs for online payment solutions.

First of all, the need is related to Innovation Norway's many events (delegations, trade fairs, workshops, events and programs) that require registration and a participation fee but can be extended to other areas of use.

We need the payment solution to accept credit card payment and refunds from Norwegian and foreign credit cards. The currencies will be NOK, SEK, DKK, USD, EUR and GBP.

The scope, size and complexity of the events vary greatly, and they take place in different countries in Europe, Asia, Africa, North and South America.

Example: Delegations with 50-300 paying participants (price NOK 6,000-10,000)

Short-term events with paying participants (price below NOK 5,000)

About 100 small events and programs with a participant price of NOK 5,000-15,000

Requirement for documentation: Suitable documentation / receipt for completed payment

When registering and paying for several people or players, documentation must show the name and cost per participant and the company they represent.

The value of the contract cannot be estimated exactly, but based on an estimate the nominal value is about 3 MNOK ex. VAT. Including the optional years. 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.

## **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 lasts 2 years.

The Client has an option to extend the contract on the same terms by 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.

The terms and conditions for this contract will be governed by SSA-L:

<https://www.anskaffelser.no/verktoy/kontrakter-og-avtaler/avtale-om-lopende-tjenestekjop-ssa-l> including Innovation Norway's standard changes and deviations.

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

The terms of contract are included with the tender documents. 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), Part II. The form of competition is an open tender competition in accordance with parts I and I of the regulations, cf. Public Procurement Regulation, Section 8-3, which allows all suppliers to submit tenders.

### **4.2 Dialogue**

The Client reserves the right to engage in dialogue, including clarifications and/or negotiations if this is considered appropriate following a review of the tenders. The Client will consider this following the expiry of the deadline for submission of tenders cf. Section 9-2 (3). This dialogue can involve all aspects of the tender and other received documents or information and can, for example, include clarifications and negotiations with the suppliers. The Client may engage in dialogue with one or more suppliers. Any selection shall be made in accordance with the principle of equal treatment.

The Client reserves the right to negotiate in phases and to move forwards with a selection of suppliers if there is a need to do so.

### ***4.3 Submission and formulation of tenders***

The tender must be submitted electronically via the Mercell portal [www.mercell.no](http://www.mercell.no) by the deadline. The supplier shall submit the requested information and documentation in accordance with the qualification requirements and award criteria. 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](mailto: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](http://www.commfides.com), [www.buypass.no](http://www.buypass.no) or [www.bankid.no](http://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.

### ***4.4 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 4.7, 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.

### ***4.5 Progress plan***

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

Activity	Date
Deadline (when the tender must be received by the Client)	15 <sup>th</sup> of March at 12:00 (Norwegian time)
Evaluation period with any negotiations and revised tenders	Week 11-12
Selection of contractor and notification to suppliers	Week 11-12
Waiting period	7 days from the time that supplier selection has been announced
Signing of contract	TBD
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.

#### ***4.6 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.

#### ***4.7 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.

#### ***4.8 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.

#### ***4.9 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, 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.

### **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 QUALIFICATION REQUIREMENTS

### 8.1 The qualification requirements for this competition

The qualification requirements below apply to this competition. 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.

Requirements – tax and VAT	Documentation requirements
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"><li>• Certificate of tax and value added tax.</li></ul> <p>The certificate must not be older than 6 months, calculated from the tender deadline.</p> <p>Foreign suppliers must submit certificates from authorities that are equivalent to the Norwegian authorities.</p> <p>The document will be required from the winner before the contract is signed.</p>
Requirements – organisational and legal position	Documentation requirements
The supplier must be a legally established enterprise	<ul style="list-style-type: none"><li>• Norwegian companies: Certificate of registration</li><li>• 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.</li></ul> <p>The document will be required from the winner before the contract is signed.</p>
Requirements – professional qualifications	Documentation requirements
The supplier must have relevant skills and experience from similar assignments/deliveries.	<ul style="list-style-type: none"><li>• 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.</li></ul>



Requirements – tax and VAT	Documentation requirements
	<ul style="list-style-type: none"> <li>The supplier shall give details of three relevant reference projects if possible, 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.</li> </ul> <p>The description/report will be put in a separate document and uploaded to Merzell.</p>

## **8.2 Requirements when using subcontractors**

The Supplier must state whether they intend to use subcontractors to fulfil the assignment/delivery.

If the Supplier must rely on subcontractors to satisfy the qualification requirements, 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.

# **9 AWARD CRITERIA**

## **9.1 Award criteria**

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

Criterion	Weighting	Documentation requirements
<b>Quality of the provided solution</b> Will be evaluated based on the following: <ul style="list-style-type: none"> <li>- Integrations and standards</li> <li>- Support of several payment solutions</li> <li>- Refunds – interface</li> <li>- Documentation</li> </ul>	60%	The supplier must describe its understanding of the project and how the project will be resolved, see Annex 2 Scope of Delivery and annex 3 IT Requirements.
<b>Price</b> Will be evaluated based on the following: <ul style="list-style-type: none"> <li>- Yearly price</li> </ul>	30%	The supplier must complete the price schedule, see Annex 1.
<b>Expertise and experience</b> Will be evaluated based on the following: <ul style="list-style-type: none"> <li>- Relevant experience</li> </ul>	10%	The supplier shall provide a CV for the resource(s) with a description of experience, expertise and previous relevant assignments.

### ***9.2 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.

## **10 REJECTION**

### ***10.1 Rejection due to formal error***

The Client is obliged to reject a supplier or tender when the conditions of Section 9-4 (1) of the Public Procurement Regulation have been fulfilled. The Client can reject a supplier or tender when the conditions of Section 9-4 (2) of the Public Procurement Regulation have been fulfilled.

### ***10.2 Rejection due to circumstances on the part of the supplier***

The Client is obliged to reject a supplier if the conditions of Section 9-5 (1) and (2) of the Public Procurement Regulation have been fulfilled. The Client can reject if the conditions of Section 9-5 (3) of the Public Procurement Regulation have been fulfilled.

### ***10.3 Rejection due to circumstances relating to the tender***

The Client is obliged to reject the tender when the terms of Section 9-6 (1) of the Public Procurement Regulation have been fulfilled and, can reject the tender when the terms of Section 9-6 (2) of the Public Procurement Regulation have been fulfilled.

## ANNEX 1 - 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.

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

Price element	Number	Price NOK, excl. VAT
Cost of establishment	Per establishment	
Annual fee, per year for 4 years.	Per year	
Licence fee	Per year up to 4 years	
<b>Total NOK excluding VAT pr. year</b>		

The following price will not be a part of the evaluation criteria Price but will be binding for the Supplier during the contract:

Consultancy fee/training etc.	Price pr. Hour NOK eks. Mva.

## **Annex 2 – Scope of delivery**

The Suppliers solution should adhere to the following requirements:

- Accept payment from Norwegian and foreign credit cards – Visa and Mastercard
- Accept payments in NOK, SEK, DKK, EUR, GBP and USD
- Supporting several payment solutions
- Easy to transfer funds back to the same credit card as payment was made from if necessary
- An admin environment with all transaction details and ability to refund
- A test environment
- Well documented APIs
- Ability to create structured receipts for documentation of transaction
- An updated of Dynamics 365 Marketing Event when a payment has been processed – Successful/unsuccessful
- KYC –and AML 2 are enforced by the payment provider
- BIN no. rules for blocking certain cards/regions/countries

## **Annex 3 – IT requirements**

See separate annex