



2020028536 – Seamanship Equipment

Part 1 – Conduct of the procurement

Open tender above EEA threshold value
(The Public Procurement Regulation part I and III)

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1. Introduction

1.1 About the Contracting Authority

This procurement is conducted by The Norwegian Armed Forces, represented by the Norwegian Defence Logistics Organisation, hereinafter referred to as NDLO or «the Contracting Authority».

The Norwegian Armed Forces' responsibility is to defend Norway and Norway's values and interests. For more information, please see www.forsvaret.no. NDLO serves to strengthen the Norwegian Armed Forces' combat ability and perseverance by way of effective logistics, and is responsible to deliver fully operative equipment as quickly and effectively as possible. NDLO Strategic procurements are responsible for framework agreements and the purchase of goods and services for the entire Norwegian Armed Forces. The department enters into new, and administers existing contracts and agreements with contractors in Norway and internationally.

NDLO is a professional services company with approximately 1,700 employees. The organisation is divided into staff and divisions within maintenance, supply and procurements.

1.2 User

The Contracting Authority shall enter into this Framework Agreement on behalf of:

- The Norwegian Armed Forces
- The Norwegian Police

Representatives from all users may make call offs from the Framework Agreement.

1.3 Purpose of the procurement

The purpose of this procurement is to cover the users' need for Seamanship Equipment. All equipment shall be suitable for the intended use by the Purchaser and as described. The Purchaser will use the equipment with higher frequency and in rougher conditions than other professional users.

1.4 Scope of the procurement

The total estimated value of the Framework Agreement including options is 6 Million NOK.

The Framework agreement shall include product categories such as Mooring Equipment and Accessories, Towing Equipment and Accessories, Embarkation Equipment, Lifting and Cargo Securing Equipment and Boatswain Workshop as described in Annex B1.

The Framework Agreement shall also include spare parts for the equipment included in the scope. The users can call off any equipment included in the Framework Agreement.

The estimate has been based on historic figures and/or expected future use based on the Contracting Authority's best estimate.

The estimate does not serve as an upper or lower limit for what can be procured under the framework agreement, nor does it entail any purchase obligations. The actual amount of call offs depends on the user's shifting needs during the term of the framework agreement. These may in particular vary depending on exercises, drafts etc. during the term of agreement.

1.5 Duration

The duration of the framework agreement is 2 years. The Contracting Authority shall have one or more renewal options for another 2 years. The maximum duration of the agreement including options is 4 years.

1.6 Type of contract

For the assignment, a framework agreement shall be entered into with one contractor.

1.7 Exclusivity

The framework agreement is a non-exclusive agreement. The Contracting Authority reserves the right to enter into contracts with other contractors when the Contracting Authority finds this practical.

1.8 The structure of the tender documentation

The tender documentation consists of two parts:

Part 1 contains the procedural rules that describe the procedure until contract award, and forms and templates to be used by the contractors in the preparation of the tender. Part 1 consists of the following documents:

The main document	Conduct of the procurement (this document)
Annex 1	Tender Letter
Annex 2	Deviations from the tender documentation (template)
Annex 3	Declaration of commitment (template)
Annex 4	Self-declaration of ethical commitment
Annex 5	Caution, duty of non-disclosure and conflict of interest

Part 2 contains the contract for this procurement including conditions for the performance of the contract. The following documents fall within part 2:

Front page of the contract with signatures – Form 5101
Contract provisions
Annexes according to the list of annexes as specified in the contract

2. Conduct of the procedure

2.1 Procurement procedures

This procurement is conducted in accordance with the Act and Regulation on public procurement; the Act of 17 June 2016 no. 73 (the Public Procurement Act) and the Regulation laid down by royal decree of 12 August 2016 no 974 (the Public Procurement Regulation).

The procurement is conducted according to the procedure "open tender" according to Section 13-1 first paragraph of the Public Procurement Regulation. This procedure gives all interested contractors the opportunity to submit tenders.

In this tender, it is not possible to negotiate. It is consequently not possible to amend the tender after expiry of the deadline to submit tenders.

2.2 Tender notice

The procurement is published in Doffin (www.doffin.no) and Tender Electronic Daily (TED) (www.ted.europa.eu).

2.3 Important dates

2.3.1 Progress plan

The Contracting Authority plans to conduct the procurement in accordance with the progress plan below.

Please note that the progress plan is tentative, and that the Contracting Authority may make adjustments during the process. **Tenders that are submitted too late will be rejected.**

ACTIVITY	DATE
Publication of notice in Doffin/TED	07.04.2021
Deadline for questions to the tender documentation	30.04.2021
Deadline for submission of tenders	18.05.2021 kl. 08:00
Evaluation of tenders	Week 20 - 21
Contract award	31.05.2021
Expiry of the standstill period	14.06.2021
Signing of contract	15.06.2021
Tender acceptance period	30.07.2021 kl. 23:59

2.4 Communication, questions to the tender documentation and additional information

All communication in the procurement process shall take place via Mercell.

When logged in on the tender in Mercell, please choose the folder «communication». Click on the icon «new message» in the menu. Write the question/information and click «send». The Contracting Authority will then receive the question/information.

Any questions from contractors about the tender documentation, or to the tender conference, must be submitted within the deadline stated in clause 2.3.1.

All questions will, well ahead of the expiry of the deadlines for submission of tenders be answered anonymously and made available as additional information for all those who have notified their interest in Mercell. Additional information is available under the folder «communication» and then under the folder «additional information». Contractors that have already notified their interest will also receive a message via e-mail if additional information is given in the tender. The contractor can then follow the link in the message to reach the relevant tender.

2.5 Corrections, supplements and/or amendments to the tender documentation

Within the expiry of the tender period, the Contracting Authority is entitled to make corrections, supplements and amendments to the tender documentation that are not substantial. Corrections, supplements or amendments to the tender documentation will immediately be sent out to all contractors that have notified their interest via Mercell.

Information about corrections, supplements and amendments are notified electronically via Mercell.

If you discover an error in the tender documentation, please notify the Contracting Authority via the communication module in Mercell.

3. Administrative provisions

3.1 Language

All written and oral communication relating to this tender shall be in Norwegian or English. The language requirement also applies to the actual tender.

3.2 Public access to documents and confidentiality

For the general public's access to documents relating to a public procurement, the Freedom of Information Act and the non-disclosure regulation in the Public Administration Act apply.

The contractors must submit one copy of the tender where the contractor censors what the contractor considers to be trade secrets according to Norwegian law. Examples of such confidential information is information about employees, reference descriptions, information about collaborating partners, unit prices, man-hour rates, etc.

In connection with requests for access to information, the Contracting Authority must independently of the view of the contractor, assess whether the information is of such a nature that the Contracting Authority is obliged to give access.

The contractors shall protect information of a confidential nature which is made available to them in connection with the procurement.

3.3 Code of ethics and general requirements for the case handling

Employees in the defence sector and contractors participating in the tender shall act in accordance with good business practice and ensure a high business ethical standard in their case handling in all phases of the procurement process.

A further review on this appears from Annex 4 – Ethic self-declaration form and Annex 5 – Caution, duty of non-disclosure and conflict of interest. By submitting tenders, the contractor confirms that Annex 4 and 5 are read and accepted, and that any information according to Annex 5 section 3 appears from the tender.

3.4 The contractor's costs relating to participation in the tender

Costs incurred by the contractor in connection with the preparation, submission or follow-up of the tender or the procurement process in other respects will not be refunded. Participation in this procurement process will not in any way commit the Contracting Authority to enter into contract with the contractor, or impose any type of economic obligations upon the Contracting Authority towards the contractor.

3.5 Deviations from the tender documentation and exclusion

Any deviations shall be specified accurately and clearly in Annex 2 – Deviations from the Tender Documentation, in order for the Contracting Authority to be able to evaluate the tender without contacting the contractor. Deviations must appear in this document in order to be invoked by the contractor. The specification of deviations must refer clearly to the relevant Annex and clause in the

tender documentation. The contractor must specify clearly the consequences of such deviations for the service, price and/or other circumstances in the tender.

The Contracting Authority requests that the contractors familiarise themselves with the exclusion principles in chapter 24 of the Public Procurement Regulation.

4. The European Single Procurement Document (ESPD) – electronic self-declaration form

4.1 Generally about ESPD

The contractor shall submit the European Single Procurement Document together with the tender as preliminary documentation so that the tender fulfils all qualification requirements and that no grounds exist for exclusion.

In this tender, the contractors shall complete the ESPD form which is integrated in Merccell.

The Contracting Authority may, at any time during the tender, ask the contractor to provide all or parts of the documentary evidence should this be necessary to ensure that the tender is conducted correctly. The contractor must therefore make sure to have the documentation available.

Before award of the contract, the Contracting Authority will request that the selected contractor immediately submit updated documentary evidence.

4.2 National exclusion grounds

The exclusion grounds that are ticked off under ESPD exclusion grounds in principle only give the Contracting Authority an exclusion right. In the following two cases, the Contracting Authority still has an exclusion obligation:

1. In the event of conflict of interest which the Contracting Authority cannot remedy by lesser measures, cf. Section 24-2 first paragraph letter c of the Public Procurement Regulation.
2. If the contractor has participated in the preparation of the tender, and thereby achieved an unreasonable competitive advantage which cannot be remedied by lesser measures, cf. Section 24-2 first paragraph letter d of the Public Procurement Regulation.

In the ESPD Exclusion grounds item D, the contractor has ticked off for «purely national exclusion grounds». The national exclusion grounds are stricter than what follows from the exclusion grounds indicated in ESPD in two cases:

1. The Contracting Authority shall exclude a contractor if becoming aware that the contractor has been imposed with a fine or convicted of the criminal acts set out in Section 24-2, second paragraph of the Public Procurement Regulation.
2. The Contracting Authority can exclude a contractor if it can be documented that the contractor has committed other serious faults resulting in doubt about his professional integrity, cf. Section 24-2 third paragraph letter i of the Public Procurement Regulation.

4.3 Qualification requirements

4.3.1 General

The contractor must respond to the qualification requirements included in the ESPD form in Mercell.

Please note that the qualification and documentation requirements appear under the heading «Description of requirements/documentation» under the individual requirement in Mercell.

4.3.2 Reliance on the capacity of other entities

The contractor can choose to rely on the capacity of other entities in order to fulfil the requirements to the contractor's economic and financial capacity and to technical and professional qualifications. Other include parent companies, collaborating partners, subcontractors etc.

If the contractor relies on the capacity of other entities to fulfil the qualification requirements to economic and financial capacity and/or for technical and professional qualifications, the contractor must document that it possesses the necessary resources. This can be documented by for instance enclosing a signed declaration of commitment from these entities, see Annex 3 – Declaration of commitment. The entities shall in addition submit separate ESPD-forms. If more than one contractor participate jointly in the tender, the participating contractors must submit separate ESPD self-declarations.

4.3.3 Regarding requirements for the contractors' economic and financial capacity

If a contractor relies on the capacity of other businesses in order to fulfil requirements for the contractors' economic and financial capacity, the Contracting Authority can require that they shall be jointly and severally liable for the execution of the contract.

If the contractor has justifiable reason not to submit the documentation requested by the Contracting Authority, the contractor can document its economic and financial capacity by submitting any other document which the Contracting Authority deems suitable.

5. Tender

5.1 Award criteria

Award criteria	Documentation requirement	Weight
Price Under this criteria, the following will be assessed: <ul style="list-style-type: none">• Unit price Annex D (50%)• General discount all products (50 %)	<p>Contractor shall fill in the price matrix for all product listed in Annex D.</p> <p>The Contractor shall state a general percentage discount to apply on listing prices for the Purchaser in Annex D.</p> <p>(This means that if the Contractor states 20 %, that means that the Purchaser gets a 20 % discount on the prices in Annex D as well as Contractors product catalogue and listing prices for these.)</p> <p>In addition to the price list in Annex D, the Contractor shall submit its product catalogue in PDF format.</p>	40 %

Delivery time/Lead-time: Under this criteria, the following will be assessed: <ul style="list-style-type: none"> Delivery time/lead time on a chosen fixed set of products. 	The contractor shall state the standard lead-time on each of the products in Annex D for delivery at Haakonsvern Naval Base and Ramsund Naval Base. Lead time is identified as the time from the purchase order is received by the Contractor to when the product is delivered to the Purchaser's place of delivery.	40%
Quality The tender will be evaluated on the fulfilment of criteria in Annex B – Requirement Specification	Documentation requirements as described in Annex B – Requirement Specification	20%

5.2 Assessment

5.2.1 Assessment model

The tender will be assessed based on the following model:

Model	Explanation	Chosen
Linear	The tender with the best price scores 10 points. Best price x 2 scores 0 points. Tenders with prices that are more than twice as high as the best price also score 0 points. The same model will apply for the assessment of lead-time and quality.	<input checked="" type="checkbox"/>

The tender that scores the highest total number of points is the winner.

5.2.2 The basis for assessment

Assessment of price/cost:

Unit price:

The Contractor shall fill in the price matrix for all product listed in Annex D. The Contracting Authority will calculate the total cost of all products listed in Annex D without the general discount. The total cost will be the basis for evaluation under this award criterion.

If the Contractor is not able to supply one or more products, the Contracting Authority reserves the right to apply the highest bid price in any of the bids to this product. If none of the contractors in the evaluation is able to supply a product, the Contracting Authority reserves the right to eliminate the product from the evaluation.

General discount:

The Contractor shall state a general percentage discount on listing prices for the Contracting Authority in Annex D. This means that if the Contractor states 20 %, that means that the Contracting Authority gets a 20 % discount on the prices in the Contractors product catalogue and listing prices for these. The tender offering the highest general discount will be awarded the highest score (10 points). The other tenders will be awarded points relative to the best tender.

Assessment of delivery time/ lead-time:

The contractor shall state the standard lead-time on each of the products listed in Annex D. The lead-time is identified as the time from the purchase order is received by the Contractor to when the product is delivered to the place of delivery.

The Contractor shall state the lead-time for the primary place of delivery under this Framework Agreement, which is Haakonsvern Naval Base, Bergen and Ramsund Naval Base.

The basis of the evaluation will be a total assessment and calculation of the average lead-time based on all products listed in Annex D. The Contracting Authority will evaluate the lead-time for Haakonsvern Naval Base, Bergen and Ramsund Naval Base 50/50.

If the Contractor is not able to supply one or more products, the Contracting Authority reserves the right to apply the longest lead-time offered in any of the bids for this product. If none of the contractors in the evaluation is able to supply a product, the Contracting Authority reserves the right to eliminate the product from the evaluation.

Assessment of quality:

The Contracting Authority will evaluate quality in accordance with Annex B Requirement Specification.

Requirements marked with the letter D are subject to evaluation.

For requirement marked with the letter D:

The requirement should be met, but is not required. The requirement is subject to evaluation under the relevant award criteria.

When evaluating this requirements the Contracting Authority will give Contractors points on a scale from 0-10 points based on the degree of fulfilment. The Contractor with the best fulfilment of the requirement will be given 10 points and the other contractors points relevant to the best offer based on level of fulfilment as judged by the Contracting Authority.

6. Submission and preparation of tender

6.1 Submission of tender

All tenders must be submitted electronically in Mercell within the deadline stated in clause 2.3.1.

The contractor may, before expiry of the deadline for submission of tenders, make changes and submit a new tender. The last submitted tender counts as the final tender.

6.2 Tender structure

The tender shall contain the following documents in addition to the fact that the contractors must fill in the ESPD form in Mercell:

Document number	Document	Annex/Appendix
1	Tender letter	Annex 1
1	Any filled in deviation from the tender documentation	Annex 2
2	Overview of any subcontractors	Annex X
3	Declaration of commitment, if the contractor relies on other entities to fulfil qualification requirements to economic and financial capacity and/or technical and professional qualifications.	Annex 3
4	Filled in Seamanship Equipment List	Annex B1
5	Filled in price and lead-time matrix	Annex D
6	Contractors product catalogue with listing prices in PDF format.	
7	Reply to the requirement specification Annex B with documentation.	
8	Any censored versions of tenders	See clause 3.3
9	Other relevant information	

6.3 Tenders relating to the entire or parts of the procurement

It is not possible to submit tenders relating to parts of the procurement with the exemption as specified in Annex B, requirement 4.1.

6.4 Parallel and alternative tenders (variants)

The Contracting Authority does not accept parallel tenders. Parallel tender refers to more than one tender from the same contractor that fully fulfils the requirements specified in the specification of the claim.

The Contracting Authority does not accept alternative tenders (variants). Alternative tender (variants) refers to tenders that describe a different solution than the one described in the tender documentation.

7. Conclusion of the tender

7.1 Tax certificate

The Contracting Authority will require that the selected contractor submit a tax certificate for value-added tax and a tax certificate for taxes, cf. Section 7-2 of the Public Procurement Regulation. This only applies to Norwegian contractors. The tax certificate must not be older than 6 months calculated from the deadline for submission of tenders.

7.2 Notification of award and standstill period

The Contracting Authority will inform all contractors of which contractor the Contracting Authority intends to award the contract to. This notification will be distributed to all contractors in writing at the same time as soon as the selection of contractor has taken place.

The notification will include a justification of the choice. It will also specify the standstill period from when the award is published until the signing of the contract is planned to take place (the entering into of the contract).

If the Contracting Authority finds that the decision on the award is not in accordance with the criteria for the selection of contractor, the decision can be cancelled until before the contract has been entered into.

7.3 Cancellation of the tender

The Contracting Authority may cancel the tender if justifiable reason exists, cf. Section 25-4 of the Public Procurement Regulation.