

Request for Proposal

PROCUREMENT OF

e-Signature solution



TABLE OF CONTENTS

<u>1.</u>	<u>INTRODUCTION</u>	<u>3</u>
1.1	ABOUT THE PROCUREMENT	3
1.2	THE CUSTOMER – NORGES BANK AND NORGES BANK INVESTMENT MANAGEMENT	3
1.3	DESCRIPTION OF THE DELIVERY	3
1.4	PAY AND WORKING CONDITIONS	4
<u>2.</u>	<u>ADMINISTRATIVE PROCEDURES</u>	<u>4</u>
2.1	CONTRACT AWARD PROCEDURE	4
2.2	PARTIAL TENDERS (LOTS)	5
2.3	VARIANT TENDERS	5
2.4	REJECTION	5
2.5	CONFLICTS OF INTEREST	5
2.6	TENDER DEADLINE AND OTHER IMPORTANT DATES	6
2.7	QUESTIONS AND TENDER DELIVERY	6
2.8	MERCELL NORGE AS	7
<u>3.</u>	<u>QUALIFICATION CRITERIA</u>	<u>7</u>
3.1	CONSORTIA	10
<u>4.</u>	<u>AWARD CRITERIA</u>	<u>10</u>
4.1	QUALITY	11
4.2	PRICE	11
4.3	RISK	11
<u>5.</u>	<u>CONTENT AND STRUCTURE OF THE TENDER OFFER</u>	<u>12</u>
	<u>APPENDIX 1: DECLARATION OF COMMITMENT</u>	<u>14</u>
	<u>APPENDIX 2: TEMPLATE – TENDER LETTER</u>	<u>15</u>
	<u>APPENDIX 3: NBIM KEY CONTRACTUAL REQUIREMENTS</u>	<u>16</u>
	<u>APPENDIX 5: PRICE SCHEDULE</u>	<u>19</u>
	<u>APPENDIX 6: TEMPLATE – RESERVATIONS AND DEVIATIONS</u>	<u>20</u>
	<u>APPENDIX 7: CONDUCT OF BUSINESS CODE</u>	<u>21</u>

1. INTRODUCTION

1.1 ABOUT THE PROCUREMENT

Norges Bank is seeking to purchase an e-signature solution and invites the recipients of this Request for Proposal (“RFP”) to participate in this procurement process.

The contract duration will be 2 years with an option to extend for 1 year at a time up to a maximum of 6 years. The estimated value of this contract over a 6-year period is in the range NOK 1.000.000 – 3.000.000 NOK ex VAT, on assumed user count, but this should only be considered an estimate and should not in any way be considered binding upon Norges Bank, thus the actual contract value may be higher or lower.

1.2 THE CUSTOMER – NORGES BANK AND NORGES BANK INVESTMENT MANAGEMENT

Norges Bank is the central bank of Norway. It is a separate legal entity wholly owned by the state of Norway. As the central bank of Norway, it is an executive and advisory body for monetary, credit and foreign exchange policy. Norges Bank’s activities are governed by Act no. 31 of 21 June 2019 relating to Norges Bank and the Monetary System (the Norges Bank Act). For further information, see <http://www.norges-bank.no>.

Since 1997, in addition to its monetary role, Norges Bank has been appointed by the Ministry of Finance as manager of the Norwegian Government Pension Fund Global (the “GPF” or the “Fund”). The GPF represents savings for future generations in Norway. The original source of the Fund’s capital is the net cash flow derived by the State of Norway from petroleum activities. The State of Norway, acting through the Government of Norway, deposits the GPF with Norges Bank. Norges Bank invests that deposit in assets around the world, in accordance with the Management Mandate issued by the Norwegian Ministry of Finance.

The asset management responsibility for the Fund is allocated to Norges Bank Investment Management, a division of Norges Bank. NBIM’s principal office and headquarters is within the central bank in Oslo, Norway. It also has staffed offices in London, New York, Singapore, Luxembourg, Japan and Shanghai. For further information, see <https://www.nbim.no/>.

1.3 DESCRIPTION OF THE DELIVERY

Norges Bank is seeking to purchase an e-signature solution that will simplify the signing process for contracts, secure electronically signed contracts and signatures in a format that cannot be altered after signing and establish a reliable audit trail for each signing process. The solution should be compliant with the following rules and regulations:

- EU Electronic Identification and Trust Services (“eIDAS”) Regulation.
- US Uniform Electronic Transactions Act (“UETA”) and the US Electronic Signatures in Global and National Commerce Act (“ESIGN”);
- Singapore Electronic Transactions Act, the Chinese E-Signature Law;
- Norwegian Act on the implementation of the EU Regulation on electronic identification and trust services for electronic transactions in the internal market (the “Act on Electronic Trust Services”); and
- UK Electronic Communications Act 2000 (“ECA 2000”), and future updated versions of these rules and regulations.



The solution should be capable of all levels of e-signatures, including issuing automated signature requests (via APIs or similar), providing integration with other solutions (such as document management systems) and be on the EU trusted e-signature solutions lists.

Norges Bank's main objectives are to automate its signature workflow, minimise manual processes and increase the security of signing documents. It should be a standardised and stand-alone product, delivered as a software as a service (SaaS) across its global locations.

The e-signature solution must be able to route documents electronically through a system for one or more individuals to review and provide signatures. The solution must also be able to control and monitor document movement, assign tasks and deadlines. In addition, people outside of Norges Bank must be able to access documents (i.e., to review, sign and download) when given permission by Norges Bank personnel. The solution should facilitate protection from forgery and repudiation; and authentication should take place when internal and external users sign on. We estimate approximately 50 - 120 users. Amongst these users, approx. 6 users will be super-users with administrative rights. The actual number of users may be higher or lower. In addition to administrative tasks, super-users will be in charge of uploading agreements to the system and initiating the signing process.

1.4 PAY AND WORKING CONDITIONS

For work performed in Norway, the contract will include requirements regarding pay and working conditions, documentation and sanctions pursuant to "Forskrift om lønns- og arbeidsvilkår i offentlige kontrakter" (Pay and Working Conditions Regulation) of 08.02.2008 no. 112.

2. ADMINISTRATIVE PROCEDURES

2.1 CONTRACT AWARD PROCEDURE

The procurement will be carried out with respect to the act relating to public procurements of 17 June 2016 (Public Procurement Act) and the regulations relating to public procurements (Public Procurement Regulations) FOR 2016-08-12-974, Part III, section 13 -1 (2).

This is a two-phase procedure that begins with a qualification phase (Phase 1). All interested suppliers have the opportunity to submit a request to participate in the competition. All qualified tenderers are invited to submit tenders in the next phase of the procedure (phase 2), cf. section 5.1.

Negotiations can take place in several stages to reduce the number of tenders to be negotiated on. Any reduction shall take place in accordance with the stated award criteria. An initial reduction may take place prior to negotiations.

A competition with negotiation gives Norges Bank the opportunity to negotiate with suppliers on all aspects of the offers. The negotiations can be conducted in meetings, in writing or orally. Minutes will be kept of meetings and oral proceedings. The negotiations can apply to all aspects of the offers. If the negotiations result in a change in the offer, this must be confirmed in writing.

Norges Bank reserves the right to make an allotment without negotiations. The tenderer is therefore asked to give his best offer at the first submission of the tender.

In accordance with the fundamental principles of Norwegian procurement law, Norges Bank reserves the right to clarify and amend the RFP, as well as to cancel the procedure. All recipients of the RFP will be notified of any such clarifications or amendments and shall take these into consideration when preparing responses to the RFP. Norges Bank also reserves the right to seek further information and clarifications from the tenderers.

2.2 PARTIAL TENDERS (LOTS)

Partial tenders are not allowed.

2.3 VARIANT TENDERS

Variant tenders are not allowed.

2.4 REJECTION

Norges Bank shall or may reject a tender pursuant to Chapter 24 of the Public Procurement Regulation.

Norges Bank shall reject a tender in cases including, but not limited to where;

- the tender is received after the deadline;
- the tender is incorrect, incomplete or otherwise fails to meet the Norges Bank's requirements as set out in the RFP, in particular any minimum requirements;
- the tender contains material reservations/deviations to the Key Contractual Requirements, or the requirement specifications attached in **Appendix 3 and 6**;
- the tenderer is guilty of serious misrepresentation in relation to the procurement process and/or has been convicted in a legally binding judgment, or accepted a fine, in a case regarding participation in a criminal organisation, corruption, fraud, terror related activities; money laundering and/or child labour or human trafficking.

Norges Bank may reject a tender in cases including, but not limited to where;

- the tenderer has provided misleading information which may significantly influence Norges Bank's evaluation regarding rejection, award or down-selection (insofar as relevant);
- the tenderer has previously materially breached a contract with an entity covered by the Public Procurement Act, where the breach led to termination or other sanctions;
- Norges Bank is aware that the tenderer has not complied with payment of taxes and VAT.

Norges Bank may at all stages of the procurement process request the participant to provide documentation related to tax and/or criminal records. Before contract award, if the awarded company is Norwegian, this company will need to provide a Norwegian certificate for tax and value added tax, not older than six (6) months from the deadline of the prequalification application.

2.5 CONFLICTS OF INTEREST

Conflicts of interest must be avoided.

In the event Norges Bank or an applicant identifies a potential conflict of interest, the other party must be notified immediately. The parties shall then in good faith agree on how to manage the situation appropriately, and carefully document any actions accordingly.

2.6 TENDER DEADLINE AND OTHER IMPORTANT DATES

The tender deadline is **4 April 2023 at 12 hours** CET. The offer must be valid until **30 June 2023**.

Please note that Norges Bank is legally required to reject any tenders received after the deadline regardless of the cause of the late delivery. Additionally, the e-procurement portal does not allow tenderers to submit their tender through Mercell Norge AS ("**Mercell**") after the tender deadline.

The table below sets out an indicative time schedule for the procurement process. The dates after *Deadline for submission of tender in response to the RFP* are indicative only and may be subject to change at a later stage.

Activity	Date
Deadline for submitting prequalification application	8 March 2023 at 12:00 CET
Prequalification Results – Invitation to Submit tender	9 March 2023
Deadline for submitting questions	23 March 2023
Deadline for submitting tender	4 April 2023 at 12:00 CET
Negotiations (if applicable)	Medio – ultimo April 2023
Notification of contract award (tentative)	Ultimo April (if no negotiations) Ultimo May (if negotiations are held)
Validity date of the tender	30 June 2023

2.7 QUESTIONS AND TENDER DELIVERY

All communications including any questions to NB during the procurement process must be sent electronically through the Mercell portal from Mercell Norge AS ("**Mercell**"). Questions shall be submitted no later than **23 March 2023**. Questions submitted after that date will be answered by Norges Bank on a best effort basis.

To submit a message or question to Norges Bank, enter the procurement process in Mercell, select the tab "Communications", and click the "New message" icon on the menu bar. Type the question or information and click "Send". Norges Bank then receives the question or information. Answers and other direct communication from Norges Bank to the tenderer will be submitted via Mercell and the tenderer will receive an e-mail notification in Mercell.

Questions and answers, and other supplemental information, that may be relevant to all tenderers will be anonymised and made available as supplemental information to everyone who has registered an interest in Mercell. Supplemental information is available under the tab "Communications" and subsequently under the "Supplemental information" tabbed sheet. Tenderers who have registered their interest will also receive an e-mail notification if supplemental information is released during the procurement process.

The tenderers can follow the link in the e-mail to get access to the relevant procurement process and supplemental information. The tender should not include brochures or general marketing material unless they are directly relevant to the RFP. The tender and all associated documents must be submitted in English.

The tenderer shall also submit a non-confidential version of the tender in accordance to the provisions of the Norwegian Freedom of Information Act of 19 May 2006 No. 16.

2.8 MERCELL NORGE AS

If you are not a user of Mercell or you have questions related to the functionality of the portal, e.g., how to submit a tender, contact Mercell Support at +47 21 01 88 00 or send an e-mail to post@mercell.com. Support is available between 08:00 and 16:00 Oslo time.

It is recommended that the tender is submitted in due time prior to the deadline. If Norges Bank issues any additional information that causes tenderers to change their tender before the deadline, it is still possible to change and resubmit the tender, as all tenders are only opened after the tender deadline has passed. The last version of the tender is considered the final offer.

When the proposal is submitted the tenderer shall receive an e-mail confirming the submission. If you do not receive a confirmation by e-mail, please check your Spam folder or contact Mercell Support.

3. QUALIFICATION CRITERIA

Each tenderer must comply with the below qualification criteria and submit the requested documentation. Failure to fulfill the qualification criteria will lead to rejection. Tenders that comply with the qualification criteria will be evaluated under the award criteria set out in **Section 4** below.

The tenderer's organisational and legal position:

Qualification requirement	Required documentation
The tenderer shall be a legally established company.	<p>The following documentation shall be attached to the Self-Declaration Form:</p> <p>Norwegian tenderers: certificate of registration. Foreign tenderers: Proof that the company has been registered in an industry registry or company registry as prescribed in the legislation in the country where the supplier was established.</p>

Economic and financial standing:

Please note that if the tenderer is uncertain of whether the company's economic and financial standing fulfils the requirement related to economic and financial standing e.g. the parent company of the tenderer, or another company may guarantee (e.g. through a declaration of commitment or a parent guarantee) that the tenderer will fulfil its obligations under the contract.

Qualification requirement	Required documentation
The tenderer shall have an economic and financial standing that makes it able to fulfil its contractual obligations throughout the entire contractual period.	<p>The following financial documents shall be attached to the Self-Declaration Form:</p> <p>Corporate credit rating of the tenderer from a global credit rating agency or agency with concession in Norway (< 2 months old)</p> <p>Presentation of financial statements for the <u>two</u> most recent years</p> <p>Auditors report for the financial statements for the <u>two</u> most recent years</p> <p>We do an overall assessment of the economic and financial standing based on the delivered documentation.</p> <p>If the requested documentation is not available Norges Bank may accept other documentation as it finds suitable and relevant. If the financial documentation is showing a negative trend, the Self-Declaration Form should include a short explanation, including an explanation of the tenderer's liquidity risk (the risk that an entity will encounter difficulty in meeting obligations associated with liabilities).</p>

Technical and/or professional ability:

Qualification requirement	Required documentation
The tenderer shall have sufficient experience from similar assignments. The purpose is to document the tenderer's experience in providing e-signature solutions as described in section 1.3 of this RFP.	<p>The participants shall present documentation as to the following:</p> <p>Description of at least 3 deliveries with comparable requirements or business to Norges Bank within the last three (3) years, including description of services, and other relevant information suitable to determine the tenderer's experience from similar customers and services.</p>

Self-Declaration regarding other exclusion grounds:

Other exclusion grounds	Required documentation
<p>The participant shall also confirm that none of the following exclusion grounds are applicable:</p> <ul style="list-style-type: none"> • Participation in a criminal organisation, convictions for corruption, fraud, terrorist offences, money laundering or terrorist financing, child labor or any other form of trafficking, cf. Norwegian Procurement Regulation Section 24-2 (2) (shall lead to rejection); • Or grounds relating to insolvency, non-compliance with tax and social contribution obligations, conflicts of interests or professional misconduct, cf. Section 24-2 (3) (may lead to rejection). <p>With reference to the Self-Declaration Form Part III Section D, please note that the Norwegian Procurement Regulation includes the following purely national exclusion grounds:</p> <ul style="list-style-type: none"> • Acceptance of a fine related to criminal offences referred to above is considered equivalent with a conviction, cf. the Norwegian Procurement Regulation 24-2 (2) and, • The Self-Declaration Form only specify exclusion in case of serious professional misconduct while the Norwegian Procurement Regulation also covers serious misconduct in general which may lead to doubts about the professional integrity of the participant, cf. the Norwegian Procurement Regulation Section 24-2 (3) i. 	<p>See Part III: Exclusion Grounds, Section A, B, C and D on the ESPD Self-Declaration Form in Mercell.</p> <p>Please provide response on the ESPD Self-Declaration Form by checking the tick-boxes applicable. This will serve as preliminary documentation for the participants' fulfillment of this qualification criteria at this stage.</p>

A Self-Declaration Form for the participant's fulfillment of the documentation requirements is available in **Mercell**. If the participant will rely on the resources of another legal entity to fulfill one or more qualification criteria, a Self-Declaration form from the other undertaking(s) must also be submitted, together with a signed Declaration of Commitment; cf. **Appendix 1**.

Please note that Norges Bank may require the documentation at any stage after the deadline of delivery, and participants that cannot document its fulfillment of the qualification criteria will be rejected, regardless of the preceding Self-Declaration.

3.1 CONSORTIA

Norges Bank will consider tenders from both individual tenderers and consortia of tenderers. Norges Bank may however, if necessary, require in that a consortium of candidates establish a particular type of enterprise after award of the contract.

4. AWARD CRITERIA

The agreement will be awarded to the tenderer with the best quality-price ratio, based on the award criteria and percentage weighting set out in the table directly below.

• Award criteria	• Documentation requirement
60 % Quality	Documentation requirements <ul style="list-style-type: none"> • Answer all the requirements in Appendix 4 • Demo access to the offered system. The tender shall contain login information in order to assess and test the system (username/password)
30 % Price	Documentation requirements <ul style="list-style-type: none"> • Please fill inn Price matrix, Appendix 5 <p>Description of (alternative) pricing model(s), which as a minimum should include:</p> <ul style="list-style-type: none"> • fixed annual costs, if any, and which services such costs cover, • costs per user/licence/document signed, if any, • implementation costs, if any, • training costs, if any, • support costs, if any, • maintenance costs, if any. <p>For evaluation purposes, we will calculate the overall price on the basis of a total of 120 users (of which 6 with admin rights), 1000 documents to be signed per year and a maximum contract duration of four years.</p> <p>Prices shall be quoted excluding VAT, including all of the supplier's costs. Price rates shall be quoted as a single price, not as a price range.</p>
10 % Risk The evaluation of "Risk" will include other elements in the participant's offered terms and conditions <u>not</u> covered by the Requirements Specification. The response to the Requirements Specification will be evaluated under the award criteria "Quality".	<ul style="list-style-type: none"> • Participants offered contractual terms and conditions. • Offered contractual terms and conditions including order form, DPA, SLA, or other relevant contractual material (not including any reservations to the Key Contractual Requirements in Appendix 3.)

4.1 QUALITY

For evaluation of the tenders in relation to the award criterion quality, the tenders will be awarded points based on an evaluation model where the best tender receives 10 points. The other offers receive points after a relative difference from the best offer. The score for each sub-criteria will be weighed against the weight of the sub-criterion and then against the weight of the main criteria and summed to a total sum for the quality criteria. Norges Bank may ask tenderers to demonstrate selected parts of the tender offer to verify the tenderer's written response.

4.2 PRICE

Price will be evaluated according to the submitted price schedule in **Appendix 5**.

The price breakdown is:

- Implementation cost
- Support service
- License fee/running cost

Scoring and weighting of price is done according to a relative evaluation model, proportionate method. The best offer on each sub-criterion gets 10 points, the other offers get points proportionally in relation to this according to the following formula: Lowest price divided by price which is evaluated multiplied by 10. The calculated points are weighted against the weight of the sub-criterion and then the weight of the main criterion. Weighted points for each sub-criteria are summed to a total sum for each offer for this criteria.

A price consequence of any non-material reservations to the Key Contractual Requirements will also be added to the evaluation price. Please note that material reservations and/or deviations to Key Contractual Requirements may lead to the tender being rejected according to the Norwegian Public Procurement Regulation Section 24-8.

4.3 RISK

Risk will be evaluated based on an assessment of the risk associated with the participant's offered terms and conditions all related to the subject matter of the contract delivery.

The evaluation of "Risk" will include other elements in the participant's offered terms and conditions not covered by the Requirements Specification. The response to the Requirements Specification will be evaluated under the award criteria "Quality".

The evaluation of Risk will not include any reservations and/or deviations to the Key Contractual Requirements. Such reservation and/or deviations shall be included in **Appendix 6**.

5. CONTENT AND STRUCTURE OF THE TENDER OFFER

Please ensure that the tender which is submitted to Norges Bank includes and is structured in the order as shown in the table below.

Order of documents:	Comment:
1. Tender letter	<p>The tender letter must be in the format incorporated in this RFP and signed by authorised person. See Appendix 2.</p> <p>Please provide evidence of the signatory's or signatories' authority to contractually bind the company, e.g., an excerpt from the relevant company registry, copy board resolution or power of attorney.</p> <p>The tender letter shall include a self-declaration in which the participant confirms that it is compliant with all qualification/exclusion criteria in Section 3 of this RFP.</p>
2. Documentation in reply to qualification criteria	<p>The application shall include a European Single Procurement Document (ESPD), also known as a Self-Declaration Form, in which the participant confirms that it is compliant with all qualification criteria in Section 3 of this RFP that none of the exclusion grounds apply. See Mercell.</p> <p>If the participant will rely on the resources of another legal entity to fulfil the qualification criteria, the other legal entity(ies) must also submit the ESPD - Self-Declaration Form as well as a Declaration of Commitment (See Appendix 1).</p>
3. Declaration of Commitment Form	<p>A Declaration of Commitment must be signed and completed if the participant will rely on the resources of another legal entity to fulfil qualification criteria. See Appendix 1.</p>
4. Documentation in reply to the qualification criteria	<p>Please provide documentation as requested in section 3 above.</p>
5. Documentation in reply to award criteria (except price)	<p>The answers and documentation submitted will be evaluated in accordance with the award criteria set out in Section 4 above and Appendix 4.</p>
6. Price	<p>Tenderer shall fill in all requested price elements in the price schedule in Section 4 above and Appendix 5.</p>

<p>7. Offered terms and conditions and confirmations</p>	<p>Tenderer shall provide its offered terms and conditions that will apply to the provision of the service. Please label this “Terms and Conditions”, The offered terms and conditions shall specifically incorporate the Key Contractual Requirements in Appendix 3 preferably by complete incorporation as an appendix. Please confirm how this has been complied with y selecting the appropriate option in Appendix 6.</p> <p>Where the tenderer’s proposal also includes an Order Form, DPA or an SLA, or other relevant contractual material, please include these.</p>
<p>8. Reservations and/or deviations to the Key Contractual Requirements</p>	<p>Tenderer shall fill in Appendix 6 to identify its reservations and/or deviations to the Key Contractual Requirements.</p> <p>Please confirm in Appendix 6 your acceptance of Conduct of Business Code in Appendix 7.</p> <p>Please note that any material reservations and/or deviations will lead to the tender being rejected according to the Norwegian Public Procurement Regulation Section 24-8.</p>



Appendix 1: Declaration of Commitment

This declaration is made by:

Company	
Business register no.	
Registered business address	

The undersigned, who confirms that he is capable of legally binding the [Subcontractor company], confirms that the [Subcontractor company] has a contractual obligation to make available for [Participant's company] the necessary resources and capacity in connection with delivery of the Service, insofar as the Participant has stated that it will utilise the Subcontractor's resources and capacity in order to meet the qualification criteria.

The resources and capacity made available relates to the following areas: [brief description of scope of commitment and a reference to the qualification requirement that is fulfilled by submitting this form of declaration of commitment].

[date and place]

[Signed by person(s) capable of legally binding the Subcontractor company]



Appendix 2: Template – Tender letter

Tenderers shall submit this tender letter together with the tender.

The tenderer shall complete the table and sign below.

Tenderer name (name of the company being the tenderer):			
Org. number:			
E-mail address:			
Registered address:			
Phone number:			

Contact person:			
Phone number:		Mobile phone:	
E-mail address:			

The abovementioned tenderer hereby submits its proposal in the competition for procurement of e-Signature solution.

The undersigned, who is authorised to sign on behalf of the tenderer confirms that the information provided in the tender is correct, accurate and current and that the tender is valid until 30 June 2023.

Place: Date:

Signature:

Name of signatory with capital letters:

Position of signatory:

Appendix 3: NBIM Key Contractual Requirements

NBIM's Key Contractual Requirements are set out below and include but are not limited to the following terms and conditions. Please ensure that you complete the template Appendix 6 to identify reservations and deviations to any of the Key Contractual Requirements, identifying where these reservations and deviations are incorporated in the offered standard terms and conditions. These are requirements and material reservations to these may lead to the tender being rejected according to the Norwegian Public Procurement Regulation Section 24-8.

Tenderers shall include their offered standard terms and conditions for the system and services (please label this "Terms and Conditions" for ease of reference). Please ensure that these standard terms and conditions either:

1. Incorporate the Key Contractual Requirements by specific drafting of these Key Contractual Requirements into the offered standard terms and condition; or
2. Incorporate by reference as for example, an appendix to the offered terms and conditions, the Key Contractual Requirements, stating that the Key Contractual Requirements take precedence over the standard terms and conditions.

1) Counterparty's liability	<p>The counterparty's liability to Norges Bank shall cover direct losses and expenses.</p> <p>The counterparty's liability to Norges Bank shall, as a minimum, be equivalent to the annual contract value.</p> <p>Nothing in the terms and conditions shall limit the counterparty's liability for IPR-related indemnities, breach of confidentiality, defective title, and/or liabilities that cannot legally be limited.</p>
2) Norges Bank's liability	<p>Norges Bank's liabilities to the counterparty shall, as a maximum, be equivalent to the annual contract value.</p>
3) Confidentiality	<p>All information received about Norges Bank shall be confidential and treated accordingly.</p> <p>Both during the term and post termination or expiry, Norges Bank shall be entitled to:</p> <ul style="list-style-type: none"> • provide the counterparty's confidential information to the Ministry of Finance and to NBIM's internal and external auditors, in connection with their supervision/audit of Norges Bank, • retain the counterparty's confidential information in order to comply with Norges Bank's filing, reporting and archiving obligations, <p>subject always to appropriate confidentiality provisions (where relevant).</p>

4) Access for NBIM auditors	The counterparty shall co-operate as necessary with Norges Bank and/or its internal or external auditors in connection with any audits.
5) Use of NBIM's name	The counterparty shall not without prior written consent from NBIM, use Norges Bank or NBIM's name on customer lists or in any marketing materials.
6) Termination	<p>Norges Bank shall be entitled to terminate:</p> <ul style="list-style-type: none"> • immediately, without notice, where the counterparty has become insolvent or there is a risk that the counterparty may become insolvent; or • immediately, without notice, where the counterparty is in default under the terms and conditions, and such default is not capable of being remedied within a reasonable period, such period to be determined in NBIM's sole discretion.
7) Transfer of rights	<p>Norges Bank may transfer, assign or novate the contract without consent if the transfer, assignment or novation is to a government entity.</p> <p>The counterparty shall provide Norges Bank with prior written notice of any proposed transfer or assignment of any or all of its rights and obligations under the terms and conditions.</p>
8) Amendments	<p>The terms and conditions shall only be modified by written agreement between the parties.</p> <p>Unilateral amendments by the counterparty shall be subject to prior written notice to Norges Bank and Norges Bank shall be entitled to terminate prior to the change takes effect.</p>
9) Data Protection	<p>In order to comply with the Norwegian Personal Data Act, implementing the General Data Protection Regulation (Regulation (EU) 2016/679) (the "GDPR"), Norges Bank shall require:</p> <ul style="list-style-type: none"> a) Where the counterparty (in its capacity as a "processor") processes personal data on behalf of Norges Bank, the parties shall enter into a data processing agreement in accordance with the requirements of article 28 GDPR; and b) Where personal data is transferred outside the European Economic Area, that <ul style="list-style-type: none"> i. data processing activities will take place solely in jurisdictions recognized by the



	European Commission as providing adequate level of protection; or the transfers are subject to appropriate safeguards pursuant to article 46 GDPR, including where required by Norges Bank, the EU Standard Contractual Clauses (EU controller to Non-EU/EEA processor or EU controller to non-EU/EEA controller, as appropriate), or any replacement or alternative clauses approved by the European Commission.
10) Code of Business Conduct	The counterparty shall adhere to the Conduct of Business Code for Providers of Goods and Services as updated and notified from time-to-time.



Appendix 5: Price schedule

Price Matrix

Total price for the offered solution, as described in the requirements.

All costs included ex. VAT, ready to use.

Element	License & fixed costs Prices excl. VAT	Variable costs Prices excl. VAT
Implementation, one off		
First 24 months (year 1-2 in total)		
Next 12 months (year 3)		
Next 12 months (year 4)		
Next 12 months (year 5)		
Next 12 months (year 6)		
Other costs (specify)		
Consultancy and services		
Hourly rate for consultant		
Other services (specify)		

Please specify the price elements that are included in the prices above.

This specification is to understand and verify the price structure in the prices stated above.

If the price is stated in intervals, the highest price will be used as the basis for the evaluation.

If tenderer's offer is received in another currency (e.g., USD, EUR), Norges Bank official exchange currency rate at date of deadline for delivery of tenders will be used to convert offer to the Norwegian Krone (NOK).



Appendix 6: Template – Reservations and deviations

Please answer each of the 2 confirmation statements below and ensure that you have ticked the applicable checkbox for each of the 2 confirmation statements.

CONFIRMATION #1

☐ I confirm that _____ (name of tenderer) has no reservations and/or deviations to the NBIM Key Contractual Requirements as set out in **Appendix 3**, and that all such principles are acceptable and incorporated in the tenderers' terms and conditions as set out in **Section 4** "Award criteria" in the following manner:

☐ Incorporate the Key Contractual Requirements by specific drafting of these Key Contractual Requirements into the offered standard terms and condition; or

☐ Incorporate by reference as for example, an appendix to the offered terms and conditions, the Key Contractual Requirements, stating that the Key Contractual Requirements take precedence over the standard terms and conditions.

or:

☐ Below is a list of reservations and/or deviations to the Key Contractual Requirements as set out in **Appendix 3**, identifying how and where these reservations and deviations are incorporated in the offered terms and conditions. For further guidance regarding reservations and deviations, please see **Section 5** of this RFP.

Concise reference to contractual clause	Reservation or Deviation to the contract	Rationale for reservation or deviation

CONFIRMATION #2

☐ We confirm that we accept the Conduct of Business Code in Appendix 7. We understand that this is a mandatory requirement.

Date:

Signature:

Name of signatory:

Position of signatory:

Appendix 7: Conduct of Business Code

Conduct of Business Code for Providers of goods and services

Providers who have access to Norges Bank Investment Management's systems, premises or certain investment related information

Issued 12 October 2016, revised 12 August 2020.

1 Background

Norges Bank is the Central Bank of Norway, established in 1816.

Norges Bank Investment Management (NBIM) is part of Norges Bank and manages the Government Pension Fund Global.

Being entrusted with considerable authority and confidence, it is important to safeguard the reputation of Norges Bank and NBIM. NBIM takes its responsibility seriously and is committed to conducting business with a high level of ethical standards and in compliance with applicable laws and regulations. Providers of goods and services, who have access to systems, premises or certain investment-related information ("Providers"), are expected to hold the same high standards.

2 Scope

This Code sets out the requirements towards Providers who have access to NBIM's systems, premises or certain investment related information.

This Code, as updated from time to time, is an integral part of the contract with the Provider.

Where differences exist between applicable laws and regulations, the contract with NBIM and this Code, the strictest requirements shall apply, if not otherwise agreed in the contract.

3 Overarching requirements

Providers shall in their performance of the contract:

- a) Comply with applicable laws and regulations.
- b) Comply with the obligations set out in this Code.
- c) Ensure that the Provider's employees comply with all obligations set out in this Code.
- d) Safeguard Norges Bank's reputation through a high level of ethical awareness and integrity.
- e) Ensure that this Code or similar duties as set out in this Code are reflected in contracts with their own suppliers who are directly involved on NBIM accounts, ("Sub-Contractors").
- f) Have appropriate policies and procedures (including awareness training) and internal controls to address compliance with this Code.
- g) Self-monitor (including monitoring of Sub-Contractors') compliance with the Code.

5.1 Requirements on human rights, labour standards, prohibited business practices and environment

4.1 Human rights, labour standards and discrimination

Providers shall in their performance of the contract:

- a) Respect human rights.
- b) Comply with internationally recognised conventions, such as the United Nation and International Labour Organization conventions on human rights and labour rights.

- c) Take reasonable and appropriate actions to ensure that their personnel who act on behalf of, or are contracted to work for NBIM, treat their colleagues and other NBIM personnel with respect, and avoid any form of discrimination, harassment or bullying.

4.2 Environmental

NBIM seeks to conduct its business in a manner where appropriate attention is paid to environmental issues. Providers are expected to promote environmental business practices in a manner that is appropriate to their business in relation with their work.

4.3 Bribery, corruption, fraud, money laundering and other prohibited business practices

NBIM does not tolerate any form of bribery, corruption, fraud and any other prohibited business practice.

Providers shall not in their performance of the contract:

- a) Offer or give an undue advantage, favour or improper payment to any public official or other third party, neither directly nor through an intermediary.
- b) Offer NBIM representatives or their close associates, any bribe, entertainment or gift in order to influence how they perform their professional duties.
- c) Demand or accept bribes or other improper payment in order to act or refrain from doing what is part of the Provider's normal duties.
- d) Be involved in an arrangement or transaction that relates to fraud or other prohibited practices.
- e) Receive, or be involved in any arrangement or transaction that relates to assets that may be the proceeds of crime (money laundering) or financing of terrorism.

Providers shall take appropriate actions to identify and assess the integrity of the Provider's business relationships

5 Other conduct requirements

5.1 Confidentiality and media contact

Anyone who works or performs a service for NBIM has, pursuant to the Norges Bank Act section 12, a duty to prevent others from gaining access to, or knowledge of, any matter that they may become aware of in the performance of their duties or service regarding the business affairs of NBIM or of other parties, or of the private circumstances of any person.

The duty of confidentiality remains in force after the completion of the assignment or service contract, and violation is subject to a penalty. The Provider shall not announce the existence of the contract with NBIM, its subject matter or refer to or use the name of NBIM or Norges Bank in any marketing or other promotional communication, whether to the public or to a person, unless approved by NBIM.

All questions the Provider receives from the media or other external parties regarding NBIM and its business must be directed to the Communications and External Relations group.

Email: press@nbim.no

5.2 Conflicts of interest

Providers shall refrain from actions that are liable to generate, or may be perceived to generate, a direct or indirect conflict of interest between their own interests (including those of their employees) and the interests they are to safeguard when performing under the contract.

Providers shall notify any potential conflicts of interest.

5.3 Gifts

Provider and its employees shall not offer, directly or indirectly, to NBIM employees or anyone closely related to them gifts except for promotional items of minimal value bearing a company logo customarily offered as part of business meetings and materials received as part of a seminar or educational event.

5.4 Inside information

Providers or their employees who in their work for NBIM receive knowledge of inside information or other sensitive information shall not misuse such information, disclose it to others, or trade or recommend others to trade on it. The unauthorised use of such information could result in violation of insider trading laws.

Inside information, also known as material, non-public information in some jurisdictions, generally means information that is not known to the public, but if it were, would likely affect the market price of a company's securities or financial instruments or be considered important to a reasonable investor in making an investment decision.

5.5 Security

Norges Bank Investment Management supports an information security programme and practice that meets recognized industry standards for information protection and IT security and expects its Providers to do the same.

Providers are expected to manage information and IT security risks, implement reasonable and appropriate security measures, and be able to demonstrate security controls are in place to ensure client information is protected from unauthorized disclosure, access, use or modification, and that security incidents are detected and responded to appropriately.

In addition, Providers shall follow any security requirements specified in contractual agreements with Norges Bank Investment Management.

All questions or security concerns affecting Norges Bank Investment Management shall be directed to the Security group.

Email: security@nbim.no

5.6 Personal trading

The personal trading rules of NBIM will apply to Provider's personnel who will be working from NBIM's premises for a specified length of time or through their work with NBIM, have knowledge of, or are engaged in the management of financial instruments where the assignment is not of a sporadic nature.

The NBIM Compliance department determines applicability of the personal trading rules to Provider's personnel, informs the affected personnel of the relevant rules and procedures to follow, and provides the necessary reporting system and/or forms.

Providers shall communicate to all employees and their own Sub-Contractors, their expectations for compliance with these personal trading rules, where identified as applicable.

6 Declaration and right to information

The Provider shall ensure that its employees sign a template declaration of adherence to this Code, in addition certain declarations regarding specific obligations such as confidentiality, personal data, intellectual property, conflicts of interest and security requirements such as use of the Internet and PCs, as may be requested where relevant to the specific assignment.

NBIM will provide the relevant templates for declarations. The declarations shall be signed prior to onboarding and annually during the Provider employees' assignment.

NBIM may check compliance with all or some aspects of this Code at any time,

including before the signing of the contract. Providers agree to fully collaborate with such activities.

7 Notification of breaches and wrongdoings

Any breach of the requirements set out in this Code will be a breach of contract by the Provider. NBIM reserves the right to any contractual remedy following such breach.

Providers and their employees must notify, insofar as allowed under applicable laws, any suspected or actual breach of the Code or any other suspicions of illegal activities or other forms of wrongdoing in the NBIM workplace at NBIMEthicsline@nbim.no.