

COMPETITION REGULATIONS

Competitive procedure with negotiation

In accordance with the Norwegian Act on Public Procurement and
Regulations on Public Procurement part I and part III

National Digital Evidence Management solution

for the Norwegian emergency medical services

for delivery to

Helsetjenestens driftsorganisasjon for nødnett HF (HDO HF)

Case archive no.: 22/00121

History

Version	Responsibility	Date	Comment/Changes
v1.0	Sykehusinnkjøp HF	20.03.2023	Document created

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1 General information about the competition

1.1 About this document

This document (*Competition Regulations*) is the Contracting Authority's competition regulations regarding the procurement of a National Digital Evidence Management (DEM) solution for the Norwegian emergency medical services.

This document describes the competition rules, the general context of the tender and how the competition will be executed.

1.2 Contracting Authority and Customer

1.2.1 About the Contracting Authority

Sykehusinnkjøp HF was founded on 17 December 2015 and has strategic and operational responsibilities for procurement in the specialist health services sector. The entity is owned by the four Regional Health Authorities: Helse Sør-Øst RHF, Helse Nord RHF, Helse Midt-Norge RHF and Helse Vest RHF, each of which owns equity shares of 25 percent.

The entity shall only provide services to its owners, their wholly owned businesses, non-profit entities with operating agreements with the regional health enterprises and businesses subject to or wholly owned by the Norwegian Ministry of Health and Care that contribute to providing specialist health services.

Sykehusinnkjøp HF carries out procurement and contract management on behalf of the health enterprises with underlying companies.

In this competition, *Sykehusinnkjøp HF* acts as the Contracting Authority on behalf of the Customer, *Helsetjenestens driftsorganisasjon for nødnett HF (HDO)*.

1.2.2 About the Customer

HDO is a public service provider mutually owned by the four regional health authorities with the main responsibility for the operation and management of control room solutions, radio terminals for the health sector connected to the Norwegian emergency public safety radio network (*Nødnett*) and related services.

HDO is situated in Gjøvik, Norway, and the company is organised in two departments: Customer and Service Management and Operations and Changes, in addition to Finance and Purchasing, Administration and HR.

HDO's primary and prioritised tasks are:

- deliver nationwide stable, cost-effective, up-to-date and user-friendly ICT-services (Information and Communication Technology) that meet the needs of the specialist and municipal health service
- provide 24/7 operating and customer support for the company's customers and users
- provide services that meet the necessary requirements for information security, availability, integrity and confidentiality
- contribute to the development of the health sector's emergency call service, including technical development, testing, implementation, operation and training

HDO, in collaboration with the Regional Health Authorities' ICT units, contributes to the entire Emergency Call Service being operated uniformly, soundly and in accordance with current security requirements.

HDO contributes to the realisation of the health service's overall objectives for the *National Medical Emergency Service*, including necessary and statutory cooperation between the regional health authorities and municipalities within the emergency service.

HDO contributes to the realisation of uniform and stable communication-solutions and professional systems, as well as to national cooperation related to further development of the health sector's emergency call service, including technical development, testing, implementation, operation, and training.

Upon request, HDO is obliged to provide efficient and user-friendly services to users of Nødnett in the *Chain of Emergency Care* within the Regional Health Authorities, Hospital Trusts, and the Norwegian municipalities, as well as to any other relevant partners within the Medical Emergency Service. HDO is not allowed to offer its services on the commercial market or for commercial purposes.

HDO is organized as part of the specialist health service, and the overall political goals for the health service apply to the business.

More information about HDO can be found at: www.hdo.no

1.3 Ambitions, background, purpose, and scope of the procurement

This procurement describes the requirements for a national archive-solution for audio recordings, pictures, videos, and other media files including metadata, typically a Digital Evidence Management (DEM) solution.

HDO is responsible for operating a central communication solution for all Emergency Medical Communication Centres (EMCC), General Practitioner Call centrals (GPOC-Central) and Accident and Emergency Departments (AED) in the *Chain of Emergency Care* in Norway. HDO is in the process of acquiring a new communication solution (named the KAK-project), which shall interact with the new DEM solution.

The responsibility includes secure logging and archiving of all recordings, which today is achieved through a combination of local, regional, and central solutions. The EMCCs use local or regional solutions, while the GPOC-Centrals use a central solution provided by HDO. All installations are based on *NICE Inform* software.

The purpose of this procurement is to replace these existing solutions and establish *one* national archive solution for the Norwegian Chain of Emergency Care. The national archive solution shall be installed on-premises in HDO's Data Centres.

In large, the archive solution must comply with the following characteristics:

- Secure and compliant.
- Data must be stored and handled securely, compliant with national and international standards for privacy and information security.
- Original data preservation.
- Data may be redacted, and new information may be added, but it is imperative that the original data are preserved – with a comprehensive logging of all activity in the system.
- Manage all file types.
- Support a wide variety of proprietary and non-proprietary file formats including digital images, video, audio files, documents, text messages and emails.
- Data sharing.
- Secure and resilient method of sharing data with other agencies.
- Advances search and organisation.
- Search tools to find and review data.
- Comprehensive review modes.
- Support for playback and review of stored data.
- Different media in an incident, presented in a timeline view.
- Support for data redaction.

- Redaction tasks (blurring faces, license plates, and RMS screens).
- Support for data purging.
- It should be possible to purge data based on certain conditions.
- Scalable.
- Integrate with different sources of information.
- Offer ease of use APIs or similar functionality to ingest data from third party solutions.
- Transcription (speech to text).

1.4 General needs and requirements

The National Digital Evidence Management solution must satisfy overarching regulations, principles, norms, and strategies. Laws and regulations set requirements in this area. The main ones are:

- The Emergency Medicine Regulations
- The Code of Conduct for information security and data protection in the healthcare and care services (Normen)
- Architectural principles in the specialist health service
- Privacy protection and data security

New solutions in the health care sector shall contribute to the ongoing digitalisation. This includes:

- New technologies in machine learning and artificial intelligence (AI)
- Integrated extended functionality for end-customers
- Standardisation as an important instrument for language, interaction, information exchange and architecture

1.5 Desired concept for a new solution

The new communication solution (the KAK project) will be installed centrally in HDO's Data Centres, and will offer services to operators in the targeted end-user organisations:

- 16 EMCCs
- 96 GPOC-Centrals
- 54 AEDs

The communication solution will provide the National Digital Evidence Management solution with recordings of all relevant data belonging to an incident (call). Composite files, including audio (telephony and Tetra radio), and related metadata will be stored in a standard file format, made ready for the National Digital Evidence Management solution to ingest, organise, and store.

Later it is the intention also to record and store videos, pictures, social media files and other media files including metadata.

The National Digital Evidence Management solution's area of responsibility is marked within the red circle in the figure below:

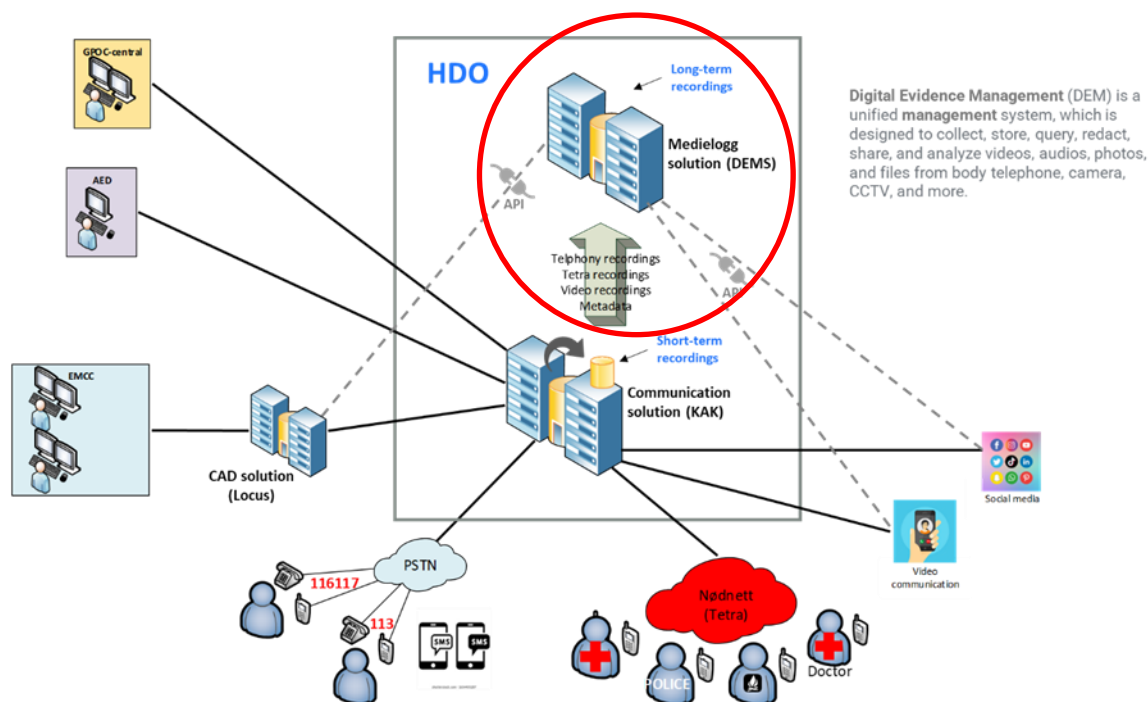


Figure - High-end overview of future solution

1.6 Implementation

It is expected that data from the current solution shall be migrated into new solution during the implementation period.

The Supplier is further expected to contribute to make the implementation and migration process as cost effective as possible for the Customer.

Rollout to end users will start after a successful approval period, synchronised with the KAK-project. HDO will manage this process with support from the Supplier if such support will be found necessary.

2 Procurement structure and agreement period

2.1 Number of suppliers

The Contracting Authority will enter into an agreement with one Supplier.

2.2 Agreement form and duration

The Contracting Authority will use modified versions of the Government Standard Agreements for IT procurements (SSA standard agreements):

- Development and Customisation agreement (SSA-T)
- Maintenance agreement (SSA-V)

The estimated time of delivery of the solution is approx. 2 years after the conclusion of the agreement, see SSA-T – Appendix 4 – Project and progress plan.

The estimated duration of the maintenance agreement is 3 years with automatically renewal for one year at a time unless the Customer terminates the agreement giving 3 months' notice prior to the renewal date, ref. SSA-V – Maintenance agreement chapter 4.1.

Estimated value of the procurement, including Maintenance agreement for 3 years, is 15 MNOK ex. VAT.

2.3 Extension option of the Maintenance agreement

The Contracting Authority has a unilateral right to trigger an option to extend the Maintenance agreement by 1 (one) year at a time, in accordance with SSA-V – Appendix 4 – Project and progress plan, section 2. The options are triggered automatically and on similar terms unless the Contracting Authority takes other initiatives.

3 General rules for the competition

3.1 Procurement procedure

The procurement is regulated by the Norwegian Act on Public Procurement of 17 June 2016 no. 73 ("the Procurement Act") and part I and III of the Regulation on Public Procurement of 12 August 2016 no. 974 ("the Procurement Regulation").

The procurement process is conducted as a competitive procedure with negotiation, with the following two phases:

- 1) Pre-qualification
- 2) Tender process including negotiations and evaluation

In a competitive procedure with negotiation all interested suppliers can submit a request for participation in the competition. The Contracting Authority will conduct a pre-qualification, based on the qualification requirements and selection criteria. The rules regarding the pre-qualification are given in section 5. The pre-qualified Suppliers then will be invited to submit tenders. The rules regarding the tender process are given in section 6.

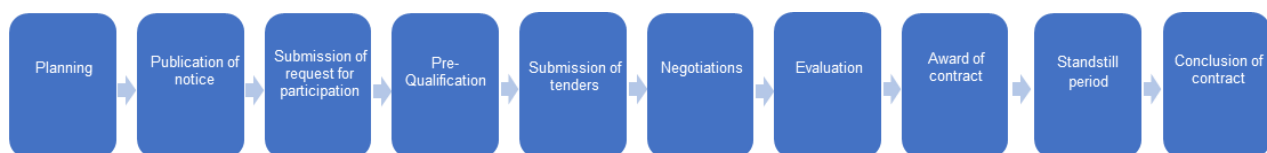


Figure: Steps in a negotiated procedure

3.2 Communication

All communication in the process shall be conducted via the Mercell portal, www.mercell.no. No other communication with any other representative of the Contracting Authority with respect to this procurement process is permitted, and enquiries made in any other way may not be answered. All communications are logged.

When the Supplier is logged into the competition, select the "Communication" tab. Then click the "New Message" icon in the menu bar. Enter information to the Contracting Authority and then tap the "Send" icon. With respect to questions concerning all suppliers, the Contracting Authority will provide an anonymized answer in the form of additional information. Additional information is available under the "Communication" tab and then under the "Additional Information" tab. The Supplier will also receive an e-mail with a link to additional information.

If the Supplier has any questions related to the functionality of the Mercell portal, please contact Mercell Support on Tel: +47 21 01 88 60 or by e-mail to: support@mercell.com.

3.3 Use of electronic signature

The request for participation and the tender shall be signed either by use of electronic signature, or by use of the possibility of non-electronic signature in the tender letter.

Electronic signatures can be obtained on www.commfides.com, www.buypass.no or www.bankid.no. Mercell also supports signature with BankID on Mobile, Buypass Mobile as well as Commfides Ansatt e-ID.

Please note that it may take a few days for an electronic signature to be delivered. Therefore, this process should be initiated as soon as possible.

Electronic signature outside of Norway: Please note that the Mercell portal supports the following electronic signatures from Sweden and Denmark:

Sweden: Svensk Bank ID, Nordea

Denmark: Nem ID, TDC/OCES

In the EU, Mercell utilises a service provided by Unizeto through an agreement with Difi and the EU project PEPPOL (www.peppol.eu). This supports the vast majority of X.509 certificates, but unfortunately it is not possible to list the relevant certificates.

Mercell recommends testing the signing with the available certificate as soon as possible (well before the tender deadline). The test functionality is available in the registration/tender delivery location.

3.4 The procurement documents

The procurement documents consist of the contract notice and the Competition Regulations (this document) with annexes and appendices. They comprise all documents which the Contracting Authority and the Customer have designed to describe or determine the elements of the procurement, including documents that describe the subject-matter of the contract, the contract terms and conditions and the competition rules, and any supplementary documents and additional information. All documents are made available in the Mercell portal.

The Competition Regulations have the following annexes and appendices:

Document	Name	Description/Instructions
This document	Competition Regulations	
Annex 1	Application letter	Template
Annex 2	Supplier information	Template
Annex 3	Commitment statement	Template
Annex 4	Confidentiality statement	Template
Annex 5	Technical and professional references (response form)	Template
Annex 6	Parent company guarantee	Template
Annex 7	Joint Suppliers	Template
Annex 8	Guidelines for redaction of bid	Information
SSA-T	Development and Customisation Agreement	
SSA-T - Appendix 1A	Customer requirements specification	Descriptions and guidelines
SSA-T - Appendix 1B	Customer requirements specification	The requirements
SSA-T - Appendix 1 - Attachment 1	Code of conduct 6.1	Supplementary document/ additional information
SSA-T - Appendix 1 - Attachment 2	User Agreement for VPN Access	Supplementary document/ additional information
SSA-T - Appendix 1 - Attachment 3	Country evaluation index	Supplementary document/ additional information
SSA-T - Appendix 2	Contractor solution specification	Tenderer's answers to the requirements
SSA-T - Appendix 3	Customer technical platform	
SSA-T - Appendix 3 - Attachment 1	API-Documentation SNLA – Streamer app	Supplementary document/ additional information
SSA-T - Appendix 3 - Attachment 2	API-Documentation Incendium	Supplementary document/ additional information
SSA-T - Appendix 4	Project and progress plan	Template
SSA-T - Appendix 5	Testing and approval	Template
SSA-T - Appendix 6	Administrative provisions	Template
SSA-T - Appendix 7	Total price and pricing provisions	Template

SSA-T - Appendix 8	Changes to the general contractual wording	
SSA-T - Appendix 9	Changes subsequent to the conclusion of the Agreement	Template
SSA-T - Appendix 10	Licence terms and conditions for standard software and free software	Template
SSA-T - Appendix 11	Data Processing Agreement (DPA)	
SSA-T - Appendix 11 – Attachment 1	Attachment to DPA	Template
SSA-V	Maintenance Agreement	
SSA-V - Appendix 1A	Customer requirements specification	Descriptions and guidelines
SSA-V - Appendix 1B	Customer requirements specification	The requirements
SSA-V - Appendix 1 - Attachment 1	Code of conduct 6.1	Supplementary document/ additional information
SSA-V - Appendix 1 - Attachment 2	User Agreement for VPN access	Supplementary document/ additional information
SSA-V - Appendix 1 - Attachment 3	Country evaluation index	
SSA-V - Appendix 2	Contractor solution specification	Tenderer's answers to the requirements
SSA-V - Appendix 3	Equipment and or software to be maintained	Template
SSA-V - Appendix 4	Project and progress plan	Template
SSA-V - Appendix 5	Service levels	Template
SSA-V - Appendix 6	Administrative provisions	Template
SSA-V - Appendix 7	Total price and pricing provisions	Template
SSA-V - Appendix 8	Changes to the general contractual wording	
SSA-V - Appendix 9	Changes subsequent to the conclusion of the Agreement	
SSA-V - Appendix 10	Third party's terms and conditions	Template
SSA-V - Appendix 11	Data Processing Agreement (DPA)	
SSA-V - Appendix 11 – Attachment 1	Attachment to DPA	Template
SSA-V – Appendix 12	Agreement for development and additional purchases	Template

SSA-V – Appendix 12 – Attachment 1	Attachments to Agreement for development and additional purchases	Template
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3.5 Questions to the procurement documents

The Suppliers are obliged to carefully review the procurement documents and notify the Contracting Authority without undue delay if errors, ambiguities, incompleteness, or the like are found.

The Suppliers can ask questions and request further information concerning the procurement documents. Such questions and requests shall be submitted in writing via the Merccell portal within the deadlines specified in section 4, Procurement schedule.

The Contracting Authority requests the Suppliers to limit each entry to one question and to state questions in a neutral manner. The question shall include a reference to the document name and the specific section before stating the question.

The Contracting Authority will answer the questions in a general and anonymized manner. The questions and answers will be made available to all Suppliers in the Merccell portal. The Contracting Authority will, if relevant, provide answers in the form of updated and/or supplementary documents, enhanced descriptions, and clarifications.

3.6 Changes to the procurement documents

The Contracting Authority reserves the right to make corrections, additions and changes to the procurement documents. All changes, etc. will be made available in the Merccell portal.

The Contracting Authority may extend the deadline for submission of requests for participation or tenders as a result of new information provided or changes made to the procurement documents. Any such extension will be notified to the Suppliers in the Merccell portal.

It is the Suppliers' responsibility to keep up to date with any changes, etc. to the procurement documents.

3.7 Language requirements

The request for participation, the tender and all required documentation shall be submitted in English.

The contracts with appendices will be in English.

Any supporting documentation may be presented in Norwegian, Scandinavian or English.

3.8 Freedom of information

Tenders, including requests for participation, and procurement protocols are exempt from public access until the contract award, cf. the Norwegian Freedom of Information Act of 19 May 2006 no. 16 section 23, third paragraph.

Information considered trade secrets is exempt from public access pursuant to the Freedom of Information Act section 13, cf. the Norwegian Public Administration Act of 10 February 1967 section 13 and the Procurement Regulations section 7-3.

Thus, the Suppliers shall provide a redacted version of the tender where contents considered trade secrets are redacted, cf. Annex 8 – Guidelines for redaction of bid. The redacted version of the tender shall be accompanied by a list of redacted contents and a short account as to why the contents are trade secrets.

Nevertheless, the Contracting Authority is obliged to conduct an independent assessment of the tender and exempt information from public access only by statutory authority.

3.9 Confidentiality

The Supplier may receive confidential information from the Contracting Authority during the procurement process.

During the qualification process the Supplier's participants must sign Annex 4 – Confidentiality Statement related to information about the Customer's infrastructure. If applicable to new participants, the Supplier shall sign and submit Annex 4 with the tender.

3.10 Additional and supplementary documentation and clarifications

Where information or documentation submitted by a Supplier is or appears to be incomplete or erroneous, or where specific documents are missing, the Contracting Authority may, but is not obliged to, request the Supplier to submit, supplement, clarify or complete the relevant information or documentation, cf. the Procurement Regulation section 23-5.

3.11 Security and admission clearance

The solution may be made subject to regulations under the Norwegian Act relating to national security of 1 June 2018 no. 24 ("the Security Act"), including underlying regulations (Norwegian: forskrifter). If the solution is made subject to the Security Act the Supplier may be required to:

- a) obtain a facility security clearance for the Supplier, any involved subcontractors and supporting businesses, cf. the Security Act section 9-3;
- b) obtain an admission clearance for relevant personnel involved in the deliverables, cf. the Security Act chapter 8; and
- c) conclude a security agreement with the Contracting Authority, cf. the Security Act section 9-2.

By participating in the tender, the Supplier accepts that it may be required to fulfil requirements a–c above, i.e., by providing necessary information to the relevant Norwegian clearance authority.

The Contracting Authority reserves the right to modify or add conditions for performance of the contract if required by provisions in the Security Act, based on ongoing risk assessments and information available to the Contracting Authority.

3.12 Environmental and social responsibility

The Contracting Authority is concerned that goods and services are produced and executed in a manner that is societal and ethically viable. The health authorities are environmentally certified according to ISO 14001. The health authorities will focus continuously on reducing the impact their procurements have on the external environment. All products and services provided to the health authorities shall, as a minimum, comply with applicable environmental legislation.

3.13 Costs of participation

Any costs that the Supplier incurs in connection with participation in the competition are the complete responsibility of the Supplier and will not be refunded by the Contracting Authority.

3.14 Termination of the procurement process

The Contracting Authority can terminate the competition and abandon the procurement process if there are reasonable grounds for such actions, cf. the Procurement Regulation section 25-4. Examples of reasonable

grounds are loss of planned financing, significant cost increase compared to the budget, lack of approval from the Board of Directors and lack of approval from the regional health authorities.

As set out in section 3.11 this solution may be made subject to regulations under the Norwegian Security Act. The Contracting Authority reserves the right to terminate the competition and abandon the procurement process if the Supplier to which the contract is awarded (including subcontractors and supporting businesses where relevant), does not obtain necessary security and admission clearances.

4 Procurement schedule

The Contracting Authority plans to carry out the procurement procedure according to the following tentative procurement schedule:

Activity	Date
Publication of contract notice	20.03.2023
Pre-qualification phase	Week 12 - 17 2023
Deadline for asking questions about the pre-qualification process	See Mercell
Deadline to submit request for participation	See Mercell
Announcement of pre-qualification results	Week 19 2023
Tender phase	
Invitation to submit tender offer	See Mercell
Deadline for asking questions about the tender process	See Mercell
Deadline for delivering initial tender offer	See Mercell
Negotiations and evaluation	Week 35/2023 – 42/2023
Deadline for delivering final offer	Week 44/2023
Notification of contract award	Week 48/2023 (tentative)
Standstill period	Week 49 – 50/2023 (tentative)
Conclusion of contract	Week 50/2023 (tentative)

The procurement schedule is tentative and may be subject to changes pursuant to Contracting Authority's discretion. The Suppliers will be informed of any changes to the schedule via the Mercell portal.

5 Rules regarding pre-qualification

5.1 Submission of the request for participation

The request for participation together with all required documentation pursuant to section 5.4 (Qualification requirements) must be uploaded to the Mercell portal within the deadline for submission of requests.

The request for participation shall be signed by a representative of the Supplier who has the authority to bind the company legally and financially.

The request for participation shall be delivered in accordance with the following structure:

Name	Comment
Application letter	Annex 1
Supplier information	Annex 2
Commitment statement	Annex 3
Confidentiality statement	Annex 4
Technical and professional references (response form)	Annex 5
Parent company guarantee	Annex 6 (if applicable)
Joint Suppliers	Annex 7 (if applicable)
Redacted version (See Annex 8)	See Annex 8 (if applicable)

The Supplier is responsible for the request being delivered according to the specified structure, and that it contains the requested documentation.

5.2 Deadline for submission of requests for participation

See Merccell for deadline for the submission of requests for participation.

5.3 Use of subcontractors

The Supplier shall provide a list of all proposed subcontractors and a description of the delivery by those subcontractors in Annex 2.

The Contracting Authority reserves the right to demand substitution of proposed subcontractors if there are justifiable reasons for such substitution, cf. Procurement Regulation 24-4.

Provisions regarding exclusion/rejection of Suppliers shall apply equally to subcontractors, cf. Procurement Regulation 24-4.

5.4 Qualification requirements – general information

5.4.1 About the qualification requirements

The qualification requirements are the minimum requirements relating to Supplier's ability to perform the contract. The purpose of the qualification requirements is to ensure that the Supplier has the necessary organization, financial standing, and technical and professional abilities.

The Supplier is responsible for ensuring that all questions, requirements and clarifying points in the qualification requirements are answered.

The Contracting Authority will base its evaluation of the qualifications of the Suppliers on an overall assessment of the requirements set out below.

The qualification requirements set out below must be met throughout the procurement process. The Suppliers are obliged to notify the Contracting Authority about any changes relevant to their fulfilment of the qualification requirements or the Contracting Authority's assessment of grounds for exclusion. The Contracting Authority may also throughout the procurement process, at its own discretion, request updated documentation to verify that the Supplier continuously fulfils the qualification requirements and that there are no grounds for exclusion.

5.4.2 The European Single Procurement Document (ESPD)

To qualify for participation in the competition, the Supplier shall, in addition to the requested documentation specified in section 5.5, submit the European Single Procurement Document (ESPD), integrated into the Merccell portal.

The Supplier shall complete the ESPD form, declaring the fulfilment of the qualification requirements and that there are no grounds for exclusion.

The grounds for exclusion in the Procurement Regulation go beyond those in the EU Procurement Directive and the standard ESPD form. Consequently, it is specified that all grounds for exclusion in the Procurement Regulation section 24-2, including the purely national grounds for exclusion, apply in this competition, cf. ESPD Part III (Exclusion grounds), Section D (Purely national exclusion grounds).

The following grounds for exclusion in the Procurement Regulation section 24-2 are purely national grounds for exclusion:

- Section 24-2 (2): In this provision it is stated that the Contracting Authority shall exclude a supplier if it has become aware that the supplier has been found guilty or has been served and accepted a penalty notice for the stated criminal offences. The requirement obliging the Contracting Authority to exclude suppliers who have been served and accepted a penalty notice for the stated criminal offence is a specifically Norwegian requirement.
- Section 24-2 (3) letter i: The grounds for exclusion in the ESPD form only apply to serious defects in professional conduct, whereas the Norwegian grounds for exclusion include other serious defects that may cast doubt on the Supplier's professional integrity.

In this competition, the Supplier can give a global indication for the fulfilment of all qualification requirements stated in the procurement document. This is done in Part IV, Section α of the ESPD.

5.5 Table of qualification requirements

5.5.1 Registration

Qualification Requirements	The Supplier shall be a legally established business
Documentation Requirements	<ul style="list-style-type: none"> Norwegian Suppliers: Documentation that proves that the Supplier is legally registered in the Register of Business Enterprises. Foreign Suppliers: Documentation that proves that they are legally registered in a register of business enterprises, professional register or a commercial register in the State in which they are established. <p>If the Supplier is a group of economic operators (e.g., a Joint Venture), the information required in this section shall be provided for each individual group member. The qualification requirement shall be met by each group member.</p>

5.5.2 Economic and financial standing

Qualification Requirements	<p>The Supplier shall have sufficient economic and financial standing to perform the contract.</p> <p>The Supplier shall meet the following requirements:</p> <ul style="list-style-type: none"> Annual turnover requirements last fiscal year: minimum 15 MNOK Equity Requirements: minimum 1 MNOK Creditworthy without collateral requirements
Documentation Requirements	<p>Last posted annual accounts with notes including auditor's report. If more than six months have elapsed since the last annual financial statement, the Supplier shall attach the income statement and balance sheet for the last half-year.</p> <p>Credit rating, no older than six months, based on the last known accounting figures. The rating should be conducted by a government-approved credit rating company.</p> <p>The Contracting Authority reserves the right to obtain a credit rating at its sole discretion from a government-approved credit rating company.</p> <p>If the Supplier has valid reasons not to submit the documentation requested by the Contracting Authority, the Supplier may prove its economic and financial standing by any other document which the Contracting Authority considers appropriate.</p> <p>If the Supplier is a group of economic operators (e.g., a Joint Venture), the information required in this section shall be provided for each individual group member. The qualification requirement in this section shall be met in full by at least one individual economic operator.</p>

5.5.3 Technical and professional ability

Qualification requirement 1	<p>The Supplier shall have sufficient experience from similar assignments</p> <p>“Similar assignments” refer to the provision of digital evidence management solutions for use in situational or vital societal purposes, typically solutions for police, fire, or medical emergency services.</p>
Documentation requirement 1	<p>A list of the most important deliveries or services performed in the last three years, including information about the value, time and beneficiary. Certificates issued or confirmed by the relevant contracting authority may be attached. See Annex 5 – Technical and professional qualifications (response form supplier’s references)</p> <p>The Supplier shall attach a more detailed description of one of these deliveries.</p> <p>If the Supplier is a group of economic operators (e.g., a Joint Venture), common information shall be provided for the group. Evaluation of the criteria in this section will be conducted for all group members together.</p>
Qualification requirement 2	<p>The Supplier shall have the relevant competence and ability to perform the contract, i.e., deliver:</p> <ul style="list-style-type: none"> • digital evidence management systems • technical applications associated with this <p>“Competence” refers to the professional, development-, implementation and management competence associated with the procurement that the Supplier is applying to participate in.</p>
Documentation requirement 2	<p>An overview of relevant personnel and competence related to the management, key personnel, and other relevant personnel the Supplier has at its disposal for the execution of the contract, including sub-suppliers and partners.</p> <p>If the Supplier is a group of economic operators (e.g., a Joint Venture), common information shall be provided for the group. Evaluation of the criteria in this section will be conducted for all group members together.</p>

5.5.4 Quality assurance system

Qualification Requirements	The Supplier shall have a well-functioning quality assurance system
Documentation Requirements	<p>A description of the Supplier’s quality assurance system, including the procedures for development, testing, handover and deviation management. The quality assurance system must have procedures for handling sensitive information. Valid ISO 9001 and 27001-certificates can be provided as documentation for fulfilment of this requirement.</p>

	If the Supplier is a group of economic operators (e.g., a Joint Venture), the information required in this section shall be provided for, and the qualification requirement shall be met, by the group member executing the project.
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5.6 *Tax certificate*

The selected Supplier shall provide a certificate issued by the appropriate authority of paid taxes and social security contributions and of paid VAT (tax certificate), no older than six months from the deadline for submission of request for participation.

If the authority of the jurisdiction in which the Supplier is based does not issue such documents and certificates, the Supplier may offer alternative documentation subject to the approval of the Contracting Authority.

If the Supplier is a group of economic operators (e.g. a Joint Venture), the required information shall be provided for each individual group member. The requirement shall be met by each individual group member.

5.7 *Reliance on the capacity of other entities*

The Supplier may, if necessary, rely on the capacity of other entities to fulfil the qualification requirements relating to economic and financial standing (section 5.5.2) and/or the technical and professional ability (section 5.5.3).

If the Supplier wishes to rely on the capacity of other entities, the Supplier shall submit a commitment statement from the relevant company/companies, see Annex 3 - Commitment statement and Annex 6 – Parent company guarantee. Further, the entity's economic and financial standing and/or technical and professional ability must be documented in accordance with the relevant requirements in section 5.5.2 and 5.5.3.

Entities on which the Supplier relies to fulfil the qualification requirements, shall be legally established entities and must also submit the European Single Procurement Document (ESPD). In addition, such entities shall submit the documentation requested in section 5.5.

The Supplier may not rely on the capacity of other entities to fulfil the requirements relating to registration (section 5.5.1) or quality assurance system (section 5.5.4).

When the Supplier relies on the capacity of other entities to fulfil the qualification requirements, the Supplier shall state which areas and parts of the delivery are to be executed by the Supplier and the sub-contractor(s) respectively. The Supplier shall clearly state which qualifications are documented for the Supplier and any sub-contractor(s) respectively. The Contracting Authority will assess whether the Supplier and the sub-contractor(s) together meet the qualification requirements.

5.8 *Groups of economic operators (Joint Ventures, etc.)*

A group of economic operators, e.g., in the form of a Joint Venture or consortium, may cooperate to submit a joint request for participation and a joint tender, insofar as this is permitted by the Competition Act.

Such a group of economic operators participating in the competition shall submit the European Single Procurement Document (ESPD) for each individual partner of the group. The roles of each individual partner shall be disclosed when filling in the ESPD form.

The pre-qualification of a group of economic operators applies to the entire group as such. Individual partners of the group are not allowed to submit independent tenders if they are pre-qualified only as part of a joint venture, unless advance approval is given by the Contracting Authority. Such approval will be given on a discretionary basis and can only be given when it is in accordance with the procurement rules.

. In connection with the submission of the request for participation, the Supplier shall submit a declaration of obligation from one or more partners of the group (guarantors), ensuring that the group can rely on the capacity of these partners for the fulfilment of the qualification requirements. In the tender phase, a signed collaboration agreement shall be submitted, cf. Annex 7 – Joint Suppliers.

It should be clear from the tender which partner will represent the group in the competition by filling them in as Partner 1 in Annex 7.

A group of economic operators may also, if necessary, rely on the capacity of other entities (third parties) to satisfy the qualification requirements in accordance with section 5.7.

The Contracting Authority may require groups of economic operators to assume a specific legal form once they have been awarded the contract, to the extent such a change is necessary for the satisfactory performance of the contract. The economic operators of the group shall be jointly liable for the execution of the contract.

5.9 Assessment of qualifications

After the deadline for submission of requests for participation has expired, the Contracting Authority will assess whether the Suppliers meet the qualification requirements. The assessment will be based on the submitted documentation, including any additional information, etc.

Suppliers that do not meet the qualification requirements, will be rejected. All qualification requirements must be met for the Supplier to be qualified.

5.10 Selection and selection criteria

After the assessment of the Suppliers' qualifications has taken place, a minimum of three and a maximum of five of the best-qualified Suppliers will be invited to submit tenders. The Contracting Authority reserves the right to continue the procedure even if fewer than three Suppliers are qualified.

In the event of a selection, the Contracting Authority will select the Suppliers who best meet the qualification requirements relating to technical and professional abilities and quality assurance system (section 5.5.3 and 5.5.4).

The Contracting Authority will promptly inform the Suppliers in writing of the outcome of the pre-qualification. For rejected and non-selected Suppliers, the Contracting Authority will provide reasons for the rejection and non-selection in writing.

5.11 Deadline for request for preliminary injunction

Any request for a preliminary injunction against the Contracting Authority's decision to reject a request or not select a Supplier shall be submitted to the court within 15 days after such a notice is sent, cf. the Procurement Regulation section 20-7.

6 Rules regarding the tender process

6.1 *Invitation to tender*

Pre-qualified Suppliers will be invited to submit tenders. The invitation will be sent via the Mercell portal.

6.2 *Tender conference*

The Contracting Authority plans to hold a tender conference. See the section 4 (Procurement schedule) for date and time.

6.3 *Partial tender bids*

The Contracting Authority is asking for a complete solution. Partial bids will not be accepted.

6.4 *Variant tenders*

The Contracting Authority does not permit submission of variant tenders, i.e., tenders that propose other solutions than the one described in the specifications and requirements set out by the Contracting Authority in the procurement documents.

6.5 *Submission of the tender*

The tender must be uploaded to the Mercell portal within the tender submission deadline. Tenders delivered too late will be rejected. (However, the Mercell portal system does not allow for tenders to be submitted after the deadline.)

The Supplier is responsible for allocating necessary time and resources to upload the tender within the tender submission deadline. Incomplete tenders may be rejected.

Delivered tenders can be changed right up until the tender submission deadline.

The tender shall be signed by a representative of the Supplier who has the authority to bind the company legally and financially.

The tender shall at minimum be delivered in accordance with the following structure:

Document	Name	Comment*
Annex 1	Tender letter	Signed. PDF-format
Annex 3	Commitment statement	If applicable, signed PDF-format
Annex 4	Confidentiality statement	If applicable, signed PDF-format
All tender documents	Redacted version of the tender documents (i.e., the documents stated in this table).	PDF-format
SSA-T	Development and Customisation Agreement	
SSA-T - Appendix 2	Contractor solution specification	Excel and PDF format (incl. redacted version)
SSA-T - Appendix 4	Project and progress plan	Word and PDF format (incl. redacted version)
SSA-T - Appendix 5	Testing and approval	Word and PDF format (incl. redacted version)
SSA-T - Appendix 6	Administrative provisions	Word and PDF format (incl. redacted version)
SSA-T - Appendix 7	Total price and pricing provisions	Word and PDF format (incl. redacted version)
SSA-T - Appendix 10	Licence terms and conditions for standard software and free software	Word and PDF format (incl. redacted version)
SSA-V	Maintenance Agreement	
SSA-V - Appendix 2	Contractor solution specification (description of the maintenance services)	Excel and PDF format (incl. redacted version)
SSA-V - Appendix 3	Equipment and or software to be maintained	Word and PDF format (incl. redacted version)
SSA-V - Appendix 4	Project and progress plan for the establishment phase	Word and PDF format (incl. redacted version)
SSA-V - Appendix 6	Administrative provisions	Word and PDF format (incl. redacted version)
SSA-V - Appendix 7	Total price and pricing provisions	Word and PDF format (incl. redacted version)
SSA-V - Appendix 10	Third party's terms and conditions	Word and PDF format (incl. redacted version)

**The column "Comment" specifies the format(s) the documents shall be delivered according to. Please note that for some documents two sets of formats shall be included in the final tender.*

The Supplier is responsible for the tender being delivered according to the specified structure.

The Supplier may attach additional documentation which it finds necessary in order to answer the requirements. If the Supplier attaches additional documents, the attachments must be clearly marked and named. Reference should also be made to the attachment where relevant.

Example: The Supplier wished to add additional documentation to “SSA-T - Appendix 2 - The Contractor solution specification”. The document shall then be named “SSA-T - Attachment to Appendix 2 – [name of document]”. Reference shall be made to this document in SSA-T - Appendix 2 - The Contractor solution specification.

If the tender documents from the Supplier contain provisions that conflict with each other, the documents shall apply in this order: tender letter, SSA-T / V – Appendix 2 – Contractor solution specification, other.

6.6 Tender submission deadline

See Merccell for the tender submission deadline.

6.7 Period of tender validity

Each submitted tender shall be valid for a period of 18 months from the tender submission deadline, unless the Contracting Authority has established a shorter tender validity. The Supplier shall confirm the validity of tender in the tender letter.

The required period of tender validity is based on the procurement potentially being bound by the Security Act, thus requiring the Supplier to obtain facility security clearance and admission clearance, cf. section 3.11.

Due to the long period of tender validity, the Contractor may adjust prices for the *SSA-T - Development and customisation agreement* once, but only after 12 months from the relevant tender submission deadline, see *SSA-T – Appendix 7 – Total price and pricing provisions*, section 6.5.

6.8 Reservations and deviations

To avoid reservations and deviations in the tenders, the Contracting Authority encourages the Suppliers to submit questions during the tendering period.

If the Supplier makes reservations to any part of the procurement documents or the contract, the Supplier shall make clear and unambiguous references to the relevant parts in the Tender letter.

The Supplier may not invoke any reservations or deviations that are not listed in the Tender letter.

Notwithstanding the above, the Contracting Authority is entitled to consider any reservations or deviations which are not listed in the Tender letter, but which are discovered during the evaluation.

Final tenders that contain substantial reservations or deviations from the procurement documents will be rejected, in accordance with the Procurement Regulation section 24-8 (1) letter b.

Further, the Contracting Authority reserves the right to reject tenders that contain reservations or deviations that are not considered to be insignificant, cf. the Procurement Regulation section 24-8 (2) letter a.

6.9 Tactical pricing

Tactical pricing is not allowed.

It is considered tactical pricing where a Supplier exploits errors and weaknesses in the procurement documents.

Where tactical pricing appears to have taken place, the Contracting Authority will require the Supplier to explain the pricing. If the Contracting Authority finds that tactical pricing has taken place, the tender may be rejected.

6.10 Tender opening

The tender opening will not be public.

6.11 Negotiations

The Contracting Authority reserves the right to conduct the negotiations in phases, in order to reduce the number of tenders to be negotiated. The Contracting Authority may also conduct an initial reduction of tenders to be negotiated before the commencement of negotiations. Any reduction will be based on the award criteria.

The Contracting Authority will conduct the negotiations in any number of phases which it deems necessary. The Suppliers are invited to submit a revised tender at the end of each phase. Minutes will be recorded for each negotiation phase.

All sides of the tender are subject to negotiation. However, for practical and cost reasons, not all aspects of the procurement will be subject to detailed negotiations. The Contracting Authority will decide which topics will be subject to negotiations, and thus also decide whether certain topics are closed off for further negotiations. Negotiations regarding the award criteria or minimum requirements are not allowed.

The negotiations can be conducted either through negotiation meetings or in writing.

The Contracting Authority reserves the right to conduct reference visits during the negotiations if appropriate. In the event of any reference visits, the Contracting Authority will contact the Supplier in advance to arrange these.

The negotiations are concluded by the Contracting Authority when a final tender is requested. The final tender cannot be subject to further negotiation.

The Contracting Authority reserves the right to conduct reference visits following receipt of the final tender if appropriate. In the event of any reference visits, the Contracting Authority will contact the Supplier in advance to arrange these.

Commencement of negotiations shall not be considered as a rejection of the original tender. The Contracting Authority reserves the right to revert to the original tender or any subsequent submitted tender if negotiations are unsuccessful.

The Contracting Authority also reserves the right to award the contract based on the initial tenders without conducting negotiations.

7 Award of contract

7.1 Award criteria

The Contracting Authority will award the contract to the Supplier who offers the tender with the best ratio between cost and quality as defined in the weighted award criteria listed in the table below.

The Suppliers are encouraged to study the award criteria carefully in order to offer competitive and attractive tenders.

Award criterion	Weight	Description
Total cost	33 %	<p>Evaluation of the Supplier's total tender costs. The evaluation will be based on the Supplier's answers given in the following documents:</p> <ul style="list-style-type: none"> Development and Customisation Agreement (SSA-T) Appendix 7, Maintenance Agreement (SSA-V) Appendix 7 <p>Evaluation of the estimated value of the Supplier's proposed changes to the following documents:</p> <p>Development and Customisation Agreement (SSA-T)</p> <ul style="list-style-type: none"> Appendix 8 – Changes to the general contractual wording Appendix 10 – Licence terms and conditions for standard software and free software <p>Maintenance Agreement (SSA-V)</p> <ul style="list-style-type: none"> Appendix 8 – Changes to the general contractual wording Appendix 10 – Third party's terms and conditions <p>The evaluation period for SSA-V will be 6 years.</p>
Quality of the solution – technically, functionally and operationally	47 %	<p>Evaluation of the Supplier's solution regarding</p> <ul style="list-style-type: none"> degree of needs coverage degree of necessary development to meet the requirements suitability of the solution future flexibility <p>The evaluation will be based on the Supplier's answers given in the following documents:</p> <p>Development and Customisation Agreement (SSA-T)</p> <ul style="list-style-type: none"> Appendix 2 – Supplier's solution specification Attachments to the Supplier's solution specification
Quality of maintenance and support	10 %	<p>Evaluation of the Supplier's maintenance and support.</p> <p>The evaluation will be based on the Supplier's answers given in the following documents:</p>

Award criterion	Weight	Description
		Maintenance Agreement (SSA-V) <ul style="list-style-type: none"> Appendix 2 – Supplier’s solution specification (description of the maintenance service) Appendix 3 – Software and/or equipment to be maintained Attachments to the Supplier’s solution specification
Quality of project methodology, project organization, training and progress plans	10 %	Evaluation of the Supplier’s delivery and execution capability. The evaluation will be based on the Supplier’s answers given in the following documents: Development and Customisation Agreement (SSA-T) <ul style="list-style-type: none"> Appendix 4 – Project and progress plan Appendix 5 – Testing and approval Appendix 6 – Administrative provisions (organisation) Maintenance Agreement (SSA-V) <ul style="list-style-type: none"> Appendix 4 – Project and progress plan Appendix 6 – Administrative provisions (organisation)
Total	100 %	

For further and complementary information and guidelines on what is included in each award criterion and what will be subject to evaluation, the Contracting Authority refers to the respective appendices mentioned in the table above.

In the Development and Customisation Agreement (SSA-T) Appendix 1A and the Maintenance Agreement (SSA-V) Appendix 1A, guidelines are given in respect of the categorisation of the requirements and how the Suppliers are encouraged to respond to the requirements.

7.2 Evaluation

A professional team will evaluate the tenders. The evaluation team will consider the fulfilment of the requirements based on the solution presented in the tender. All requirements to be answered are linked to an award criterion. Where user stories with related requirements have been prepared, the user stories and underlying requirements will be evaluated together. The requirement points are weighted in advance so that the sum of all points corresponds to the stated weighting of the award criteria.

The Suppliers’ response to the individual requirement is then evaluated and given a score from 1 (low) to 6 (high) and multiplied with the weighting. Scores equal to 0 are used on a requirement that is not met or answered by the Supplier. In cases where no suppliers get a score of 6, all scores are adjusted upwards so that the best supplier gets a score of 6 (for example, if the best score was 4 and the second best was 3, the score will be adjusted to 6 and 4.5 respectively). Similarly, the aggregate scores on the award criteria are maximized to ensure that the best Supplier on an award criterion receives the maximum score. For the award criterion total cost, the tender with the lowest calculated total cost receives a score of 6, while the other suppliers receive a relative score in relation to this.

7.3 *Award of contract*

Prior to signing the contract, the Contracting Authority will inform all Suppliers in writing which Supplier will be awarded the contract. The Contracting Authority will provide reasons for the decision, cf. the Procurement Regulation section 25-1.

The Contracting Authority will determine a standstill period of minimum ten days from the day after such written notice is sent to all Suppliers, until the contract is signed.

7.4 *Loss review meetings*

It is the intention of the Contracting Authority and the Customer to offer loss review meetings to the suppliers not awarded the contract. Invitations to loss review meeting will be given with the notice of award of contract.