



Rules of the competition

For the procurement of

Bottom ash

Procurement.: 2023_ID 03

Contents

| | |
|--|----------|
| 1 General description | 2 |
| 1.1 About the Employer | 2 |
| 1.2 Type of contract | 3 |
| 1.3 Length of agreement | 3 |
| 1.4 Structure of the tender documentation | 3 |
| 2 The procurement process | 3 |
| 2.1 Procurement procedure | 3 |
| 2.2 Announcement of the competition | 3 |
| 2.3 Schedule | 4 |
| 2.4 Tendering tool | 4 |
| 2.5 Communication | 4 |
| 2.6 Language | 4 |
| 2.7 Tender for parts of the scope of the procurement and alternative tenders | 4 |
| 2.8 Regulations on security and preparedness in the energy supply | 5 |
| 2.9 Corrections, supplementation, or amendments to the tender documents | 5 |
| 2.10 Costs for participation | 5 |
| 2.11 Confidentiality and disclosure | 5 |
| 3 Qualification and tender | 6 |
| 3.1 The European Single Procurement Document (ESPD) | 6 |
| 3.2 Qualification requirements | 6 |
| 4 Tender | 8 |
| 4.1 Tender structure and content | 8 |
| 4.2 Rejection of tender | 8 |
| 4.3 Amendment and withdrawal | 8 |
| 4.4 Award criteria and evaluation | 8 |
| 4.5 Reservations and amendments | 9 |
| 5 Completion of the competition | 9 |
| 5.1 Notification of contract award and standstill period | 9 |
| 5.2 Cancellation of the competition | 10 |

1 General description

1.1 About the Employer

The Employer for this procurement is Tafjord Kraftvarme AS, org. no. 977 461 804.

Tafjord Kraftvarme AS (TKV) is a subsidiary of Tafjord Kraft AS, the parent company in a Norwegian energy and communications group located in Ålesund on Norway's west coast. In addition to Tafjord Kraftvarme AS, the TAFJORD Group also includes the subsidiaries Tafjord Kraftproduksjon AS and Tafjord Connect AS.

1.2 Type of contract

The Employer intends to award the frame agreement to one Contractor only for the entire scope of the procurement.

1.3 Length of agreement

Length of frame agreement is 2 years with the possibility of prolonging of the agreement with 1+1. The estimated value of the contract is between 2 –3 MNOK each year.

1.4 Structure of the tender documentation

The tender documentation consists of the following:

| | |
|---------------|---|
| Part 1 | Rules of the competition (this document). |
| | Tender letter (template) |
| | Declaration of commitment (template) |
| Part 2 | Technical specifications |
| Part 3 | Price matrix |
| Part 4 | Tafjord Standard terms |
| Part 5 | Tafjord Suppliers Code of Conduct |

2 The procurement processe

2.1 Procurement procedure

This procurement is carried out in accordance with the Norwegian Act for public procurement of 17 June 2016 no. 73 ([LOA](#)) and the Regulations for procurement rules in the supply sectors of 12 August 2016 no. 975 ([FOR](#)). LOA and FOR are accessible in Norwegian by following the above links. LOA and FOR are based on EU directive 2014/24/EU and 2014/25/EU.

The procurement shall be made by means of a negotiated tender procedure in accordance with FOR part I. The negotiations may be conducted over several rounds, as per FOR § 19-12 (1). The Employer reserves the right to reduce the number of tenders prior to the negotiations, pursuant to FOR § 19-12 (4).

Negotiations between the Employer and potential Contractors may be conducted in person, by telephone/video conference, or by writing in accordance with the preference of the Contractor.

2.2 Announcement of the competition

The competition is announced on the Norwegian tender database Merccell and the European database Tenders Electronic Daily (TED).

2.3 Schedule

The procurement will take place in accordance with the general tentative milestone plan shown in the table below.

| Activity | Date / period |
|--|---------------------------------------|
| Deadline for submitting questions about the tender documents | August 10 th , 2023, 10:00 |
| Tender deadline | August 10 th , 2023, 12:00 |
| Evaluation and negotiations | Week 33 -34 |
| Contract award | Week 35 |
| Standstill period | 10 days |
| Signing of contract | Week 38 |
| Deadline for period during which offers are binding for the Contractor | 3 months from tender deadline |

In case of any discrepancy between the schedule in this table and the schedule in Mercell, the Mercell schedule shall prevail.

2.4 Tendering tool

The Employer uses the web-based tendering tool Mercell: <https://www.mercell.com>.

Mercell contains tools to facilitate the procurement process for the contracting authority as well as for Contractors. Submitting requests for qualification and tenders through Mercell is free of charge.

Tendering via Mercell ensures that:

- Tenders are sent encrypted, which means that only the Contractor and Employer read the contents.
- Tenders are sent with a time lock that does not allow the Employer to open it before the tender deadline.

Questions regarding the use of Mercell, e.g., in respect of creating a user account, downloading documents, uploading documents, submitting request/tender and other technical issues pertinent to the use of Mercell, must be addressed to the Mercell technical support. It is available as follows:

- Support guides through this [link](#)
- By phone at +47 21 01 88 60 (Monday – Friday between 7 a.m. and 5 p.m. Norwegian time)
- By filling in the section “Do you have a question?” on the above link

2.5 Communication

All communication between Employer and Contractor, including document submission, questions regarding the competition and other inquiries shall be made through the tendering tool (Mercell).

There shall be no other contact or communication regarding this procurement with persons representing the Employer.

All questions will be made anonymous when answered and will be made available to all participants in the competition.

2.6 Language

All written and oral communication in this competition must be in Norwegian or English. Manuals, catalogues, or other standardized documentation submitted as part of the tender may be provided in any of the Scandinavian languages.

2.7 Tender for parts of the scope of the procurement and alternative tenders

Tenders for only parts of the scope of the procurement will not be accepted.
Alternative tenders will not be accepted.

2.8 Regulations on security and preparedness in the energy supply

The Employer is part of the Power supply's emergency preparedness organization. This means that the Regulations on security and preparedness in the energy supply of 7 December 2012 no. 1157 applies to the Employer's organization.

As part of the Power supply's emergency preparedness organization, the Employer is required to, among other things, to ensure the confidentiality of power sensitive information.

In accordance with the above-mentioned regulations and guidelines from The Norwegian Water Resources and Energy Directorate (NVE), Supplier awarded the contract may be required to sign an agreement on information management and protection (template based on NVE standard). Suppliers that refuse to sign such an agreement will not get access to power sensitive information, including the possibility to attend an on-site visit, and ultimately their tender in this competition may be rejected.

In addition to the agreement on information management and protection, individuals attending an on-site visit may be required to sign a confidentiality declaration for sensitive power system information (template based on NVE standard).

For the purpose of ensuring the confidentiality of power sensitive information, the Employer has excluded Attachment 13 to the Employer's Requirements from the tender documentation. This document will be distributed when needed to relevant Contractors that has signed the agreement on information management and protection.

2.9 Corrections, supplementation, or amendments to the tender documents

If the Contractor becomes aware that the tender documentation could include potential errors or is unclear, or that files sent cannot be read as anticipated, it is the obligation of the Contractor to notify the Employer via the communication module in Mercell.

The Employer may make necessary corrections, supplementation, or amendments to the tender documentation, as long as these are not substantial. The deadline for tenders could be extended accordingly, where necessary.

2.10 Costs for participation

Contractors will prepare and submit requests for qualification and tenders at their own expense and risk. Thus, the Employer accepts no financial responsibility for discontinued work or other expenses related to the contractor's participation in the competition.

2.11 Confidentiality and disclosure

By participating in the competition, the Contractor commits to treat all information acquired throughout the entire procurement process as confidential, unless such information has been made publicly available through the tender documentation or otherwise.

The Employer and its employees are obligated to prevent others from gaining access to, or knowledge of, information about the Contractors technical devices and procedures or operating and business matters which for competition reasons should be kept secret, cf. FOR § 7-3, cf. the Public Administration Act § 13.

The Employer acknowledges that the public has the right to access the documentation submitted by the Contractors and other procurement documents after the contract has been awarded, cf. FOR § 7-2. However, the right to access does not include information about the Contractors technical devices and procedures or operating and business matters which for competitive reasons should be kept secret.

3 Qualification and tender

3.1 The European Single Procurement Document (ESPD)

3.1.1 General information about ESPD

The Contractors must fill in the ESPD form integrated in Merccell as part of the request for qualification. ESPD is a self-declaration of the Contractors financial status, abilities, and suitability for a public procurement procedure. More information about the ESPD can be found [here](#).

The Contractors must submit the ESPD in addition to the documentation on fulfillment of the qualification requirements described in section 3.2.

3.1.2 National grounds for rejection

According to the ESPD Part III: Grounds for rejection, section D: "Purely national exclusion grounds", the Norwegian procurement rules go beyond the grounds for rejection stated in the EU Public Procurement Directive and in the standard form for ESPD. It is therefore emphasized that in this competition, all the grounds for rejection in FOR § 20-2 apply, including the purely national grounds for rejection.

The following of the grounds for rejection in FOR § 20-2 are purely national grounds for rejection:

- § 20-2 (2). This provision states that the client shall reject a supplier when he is aware that the supplier has been legally convicted or has adopted a fine for the specified criminal offenses. The requirement that the client must reject contractors who have adopted fines for the specified criminal offenses is a special Norwegian requirement.
- § 20-2 (3) letter i. The reason for rejection in the ESPD form only applies to serious errors in professional practice, while the Norwegian reason for rejection also includes other serious errors that may lead to doubts about the supplier's professional integrity.

3.2 Qualification requirements

3.2.1 General

This section includes the qualification requirements for this competition. These are minimum requirements for the Contractors to participate in the tendering procedure.

3.2.2 Organizational and legal position

| Qualification requirement | Documentation requirement |
|--|---|
| The Contractor must be a legally registered company. | Company certificate or equivalent documentation indicating that the Contractor is registered with a trade register in his homeland. |

3.2.3 Economic and financial position

| Qualification requirement | Documentation requirement |
|---|---|
| The Contractor must have sufficient financial strength to perform the contract. | Credit rating based on the last known accounting data. The credit rating must not be older than six months prior to the deadline for submission of the request for qualification. And Financial statement with income and balance sheet for the last three completed financial years. |

3.2.4 Technical and professional qualifications

| Qualification requirement | Documentation requirement |
|--|---|
| The Contractor must have good experience with similar contract performance. | <p>Description of performances of comparable size and configuration from the three preceding years.</p> <p>The description shall as a minimum include:</p> <ul style="list-style-type: none"> - Short description of the contract performance. - Time of performing the contract. - Name and telephone number to the Contractor references. <p>It is the Contractor's responsibility to document relevance to this procurement through the description.</p> <p>To ensure sufficient competition for the contract, contract performances older than three years may also be taken into consideration.</p> |
| The Contractor shall have a good organization with sufficient professional qualifications to perform the contract. | <p>Description of how the Contractor is organized for the fulfilment of this contract.</p> <ul style="list-style-type: none"> - If subcontractors are to be used – their role and what parts of the contract will be performed by subcontractors. |

3.2.5 Quality and environmental management

| Qualification requirement | Documentation requirement |
|--|--|
| The Contractor shall have a satisfactory quality management system. | <p>Description of the quality management measures implemented in the Contractor's organization.</p> <p>Or</p> <p>Copy of valid ISO 9001 certification, or similar.</p> |
| The Contractor shall have a satisfactory environmental management system. | <p>Description of the environmental management measures implemented in the Contractor's organization.</p> <p>Or</p> <p>Copy of valid ISO 14001 certification, or similar.</p> |
| The Contractor must have an HSE system in place that meets the requirements of the legislation on systematic health, environmental and safety work in businesses (The Internal Control Regulations/Internkontrollforskriften). The system must be subject to regular audit | <ol style="list-style-type: none"> 1. Description of the Contractors implementation of HSE within its organization or a copy of valid ISO 45001 certificate. 2. Documentation of the audits performed over the last two years with confirmation from the auditors. |

For the fulfillment of the qualification requirements, the following documentation must be provided:

- Document that the Contractor commands the necessary resources from the subcontractor, partner, or parent company through submitting a declaration of commitment from each subcontractor, partner, or parent company.

- Submit separate ESPD forms from each subcontractor, partner, or parent company. When filling in the ESPD form in Mercell, add any relevant subcontractor, partner, or parent company and they will get an e-mail invitation to fill in a separate ESPD form.

If the Contractor relies on a subcontractor, partner, or parent company for the fulfillment of the qualification requirement for economic and financial position, the subcontractor, partner, or parent company accepts joint economic liability for performing the contract.

4 Tender

4.1 Tender structure and content

The tender should include the documentation listed in the table below and structured according to the numbering in the table. The documentation must be submitted through Mercell within the deadline specified in the invitation to tender.

| # | Description |
|---|---|
| 1 | Signed Tender letter |
| 2 | Signed Declaration of commitment |
| 3 | ESPD (use the integrated ESPD form I Mercell) |
| 4 | Documentation on fulfillment of the qualification requirements (listed in the same order as the above requirements) |
| 5 | ESPD and declaration of commitment from any subcontractor, partner, or parent company the Contractor relies on for fulfilling the qualification requirements and f |
| 6 | Contractor's Proposal. The Contractor shall compile and submit a complete and detailed proposal including the scope of work to be performed to achieve the Employer's requirements. |
| 7 | Price matrix |
| 8 | Any reservations or deviations to the tender documents |
| 9 | Other relevant information |

4.2 Rejection of tender

The rules for rejection of tender set out in FOR §§ 20-1 to 20-9 will apply for this competition. The Contractor is advised to familiarize itself with these rules.

4.3 Amendment and withdrawal

Tenders may be withdrawn or amended up to the expiry of the deadline for tenders via the Mercell portal.

Amended tenders are to be regarded as new tenders, and these must be formulated in compliance with the tender requirements as specified above.

4.4 Award criteria and evaluation

4.4.1 Award criteria

The contract will be awarded to the Contractor that has submitted the tender that is considered most beneficial based on the financial and qualitative criteria listed in the table below.

| Award criteria | Weight |
|--------------------------------|---------------|
| Technical requirements | 20% |
| Environment and sustainability | 40% (+/-10%) |
| Price | 40 % (+/-10%) |

4.4.2 Evaluation method

The tenders will be scored on a scale from 0 to 10 for each award criteria, whereas the best tender will receive 10 points. The other tenders will receive a score based on the relative difference from the best tender.

The score for each criterion will be weighted according to the weighting stated in the table above. The Contractor with the tender that receives the highest total score for all award criteria will be awarded the contract.

4.4.3 Evaluation of criteria 1

The score for each tender is based on the share of ashes to be reused, recycling of metal parts and the size of the magnetic/non-magnetic metal parts removed from the ashes. The top mark of 10 will be awarded to the tender with the smallest metal particles removed from the ashes.

4.4.4 Evaluation of criteria 2

The score for each tender is based on calculated carbon emission for the transport. The top mark of 10 will be awarded to the tender with the lowest carbon emission.

4.4.5 Evaluation of criteria 3

The score for each tender is based on the price per ton. The top mark of 10 will be awarded to the tender with the lowest price.

4.5 Reservations and amendments

Substantial reservations or amendments will lead to rejection of the tender, cf. FOR § 20-8 (1) letter b.

Any reservations or amendments shall be stated in a separate document, and must be precise and clear, making it unnecessary for the Employer to seek clarification regarding these elements during the evaluation process. Reservations and amendments shall clearly and unambiguously refer to the relevant document and section in the tender documents.

The Contractor shall clearly specify the consequences any reservations or amendments have on the performance, price, or any other elements of the tender.

Please note: Any standard terms and conditions or similar documents submitted with the tender will be regarded as reservations to the tender documents if they contain clauses which conflicts with the clauses in the tender documents, including the Contract Agreement. And as stated above, substantial reservations or amendments will lead to rejection of the tender.

5 Completion of the competition

5.1 Notification of contract award and standstill period

The Employer will notify all Contractors in writing, and simultaneously, about the decision of to whom the Employer intends to award the contract as soon as a choice of Contractor has been made.

The notification will include the basis of the decision and a deadline for lodging complaints about the decision (standstill period) from the time of notification of the intention of awarding the contract, until the contract may be signed by the Employer and chosen Contractor.

If the Employer finds that the decision to award the contract is not in accordance with the award criteria or that the contract for other reasons cannot be signed, the decision may be annulled until the time at which the contract is signed.

5.2 Cancellation of the competition

The Employer may cancel the competition if there are reasonable grounds for doing so, cf. FOR § 21-4.