



NORGES BANK
INVESTMENT MANAGEMENT

Request for Proposal

PROCUREMENT OF RESEARCH MANAGAMENT SYSTEM (RM-SYSTEM)

23/08797



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1. INTRODUCTION

1.1 ABOUT THE PROCUREMENT

Norges Bank (division Norges Bank Investment Management (“NBIM”) is seeking to purchase a Research Management System (RMS) and hereby invites the recipients of this Request for Proposal (“RFP”) to take part in this procurement process.

The main objective of this RFP is to award one contract to one provider for the delivery of a Research Management System (RM-system).

The contract duration will be 3 years with an option to extend to 1 year at a time up to a maximum of 2 years, so the total duration, including options, will be 5 years. The estimated value of this contract over a 5-year period is in the range USD 500,000 – USD 3M, but this should only be considered an estimate and should not in any way be considered binding upon NBIM, and 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 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 “GPFG” or the “Fund”). The GPFG 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 GPFG 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 (“NBIM”), a department within Norges Bank. NBIM’s principal office and headquarters is in the central bank in Oslo, Norway. It also has staffed offices in London, New York, Singapore, Luxembourg, and Japan. For further information, see nbim.no

1.3 DESCRIPTION OF THE DELIVERY

NBIM is currently using a RM-system called Tamale. NBIM will continue to use Tamale until a new System is in place, including a short transition periode. The scope of the delivery includes:

- A platform to capture, organise and share research.
- Providing a means to identify and collaborate on ideas for investment decisions, revealing where opportunities can be explored.
- Once captured, research details can be accessed according to several attributes including contact, firm, fund and relationship.



NBIM expects to start the implementation immediately after the contract signing.

2. ADMINISTRATIVE PROCEDURES

2.1 NEGOTIATIONS

The procurement process is governed by "Lov om offentlige anskaffelser (the Public Procurement Act) of 17.06.2016 no. 73" and "Forskrift om offentlige anskaffelser" (the Public Procurement Regulation) of 12.08.2016 no. 974 Part I and III.

The contract will be awarded based on the **negotiated procedure**. The procurement process is a two-stage process with negotiations.

The first phase is the qualification. All recipients of this RFP may submit a request to participate in the competition by responding to the qualification criteria set out in Section 3. Based on the applications, NBIM will select a minimum of 3 and up to 5 participants for the tendering phase. If more than 3 participants fulfil the qualification criteria, NBIM will select up to the 5 highest scoring participants on qualification criteria no. 3 in **Section 3** below.

All qualified tenderers are invited to submit tenders in the next stage of the process (phase 2), cf. section 5. 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 in section 6. An initial reduction may take place prior to negotiations.

A competition with negotiation gives NBIM 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. 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.

Plan for negotiations *if it takes place*:

- Review of tender and written feedback as a basis for revised tender
- Dialogue about the content of the revised tender
- Delivery of final tender (BAFO)

In accordance with the fundamental principles of Norwegian procurement law, NBIM 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. NBIM also reserves the right to seek further information and clarifications from the tenderers.

2.2 CONTRACT AWARD PROCEDURE

NBIM will make the award decision based on the award criteria stated in Section 6. Written notice of the award decision will be given simultaneously to all tenderers. In accordance with Section 20-7 of the Public Procurement Regulation, NBIM will set a deadline of at least 15 days for a participant to request an interim injunction by a court against a decision not to invite a participant to the tendering stage after the evaluation of the prequalification applications (including a decision to reject the application).

In accordance with Section 25-2 of the Public Procurement Regulation, NBIM will set a standstill period of at least 10 days.

2.3 CONFLICTS OF INTEREST

Conflicts of interest must be avoided.

In the event NBIM or a participant 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.

2.4 DEADLINES AND OTHER IMPORTANT DATES

The table below sets out an indicative time schedule for the procurement process after the deadline for submitting the prequalification application has passed. The dates may be subject to change at a later stage.

Activity	Date
Deadline for submitting the prequalification application	28.12.2023
<i>Invitation of prequalified participants to the tender phase</i>	<i>05.01.2024 (tentative)</i>
<i>Deadline for questions related to the RFP</i>	<i>15.01.2024</i>
<i>Deadline for submission of tender in response to the RFP</i>	<i>30.01.2024</i>
<i>Negotiations</i>	<i>Week 7 / 2024 (tentative)</i>
<i>Deadline for submission of best and final tender</i>	<i>TBA</i>
<i>Contract award</i>	<i>TBA</i>

2.5 QUESTIONS AND TENDER DELIVERY

All communications including any questions to NBIM during the procurement process must be sent electronically through the Merzell portal from Merzell Norge AS ("Merzell").

To submit a message or question to NBIM, enter the procurement process in Merzell, select the tab "Communications", and click the "New message" icon on the menu bar. Type the question or information and click "Send".



NBIM then receives the question or information. Answers and other direct communication from NBIM to the tenderer will be submitted via Mercell and the tenderer will receive an e-mail notification Mercell.

Questions and answers, and other supplemental information, that may be relevant to all tenderers will be anonymized 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 shall also be submitted electronically through Mercell. 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.

2.6 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 CET.

It is recommended that the tender is submitted in due time prior to the deadline. If NBIM 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. PREQUALIFICATION STAGE

The tenderer's response to the qualification criteria shall be filled out in the e-form in Mercell. These are guidance and information set out in the table directly below. Each tenderer must comply with the below qualification criteria and submit the requested documentation. Failure to fulfil the qualification criteria will lead to rejection.

1) The tenderer's organizational and legal position:

Qualification requirement	Required documentation
The tenderer shall be a legally established company.	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.

2) 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.	<ol style="list-style-type: none"> 1. Corporate credit rating of the tenderer from a global credit rating agency or agency with concession in Norway (< 2 months old) 2. Presentation of financial statements for the two most recent years 3. Auditors report for the financial statements for the two most recent years <p>We do an overall assessment of the economic and financial standing.</p>

3) Technical and/or professional ability:

Qualification requirement	Required documentation
The tenderer shall have sufficient experience from similar assignments.	<p>The purpose is to document the tenderer's experience in providing an RM-system including delivery of support, training and consulting services.</p> <p>The participants shall present documentation as to the following:</p> <ul style="list-style-type: none"> - A list of customers with comparable requirements or business to NBIM, that you have onboarded in the last three years, including description of services and other relevant information suitable to determine the tenderer's experience from similar customers and services. - 3 – 5 examples of how you have provided an RM-system to large Investment funds. <p>In addition, please provide information to support this response and this is required as part of the request for prequalification submission and shall be free text (preferably 3 pages).</p>

An e-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, an e-form from the other undertaking(s) must also be submitted, together with a signed Declaration of Commitment; cf. **Appendix 1**.

Please note that NBIM 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.

3.1 REJECTION IN RELATION TO THE PREQUALIFICATION STAGE

NBIM shall or may reject an application pursuant to Chapter 24 of the Public Procurement Regulation.

NBIM shall reject an application in cases including, but not limited to where;

- the application is incorrect, incomplete or otherwise fails to meet the NBIM's requirements as set out in the RFP, in particular any minimum requirements;
- the participant 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 organization, corruption, fraud, terror related activities; money laundering and/or child labour or human trafficking.

NBIM may reject an application in cases including, but not limited to where;

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

NBIM 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.



3.2 CONSORTIA

NBIM will consider applications from both individual applicants and consortia of tenderers. NBIM may however, if necessary, require in that a consortium of participants establish a particular type of enterprise after award of the contract.

4. CONTENTS AND STRUCTURE OF THE QUALIFICATION APPLICATION

Please ensure that the prequalification application which is submitted to NBIM includes and is structured in the order as shown in the table below.

Order of documents:	Comment:
1. Cover letter	<p>The cover letter must be in the format incorporated in this RFP and signed by authorized 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 cover 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 and e-form in Mercell.</p>
2. Documentation in reply to qualification criteria	<p>The application shall include an e-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 e-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 qualification criteria no. 3	<p>Please provide response on the e-form by checking the tick-boxes applicable.</p>

5. TENDERING STAGE

Section 5, 6 and 7 are only relevant for participants which have been qualified, selected and thus invited to participate in the tendering stage. Written notice of the prequalification application decision will be given simultaneously to all participants.

The indicated deadline for submitting the tender is stated in **Section 2.3**, but the exact deadline will be communicated through Merzell to the selected and invited participants.

The tender must be valid until 01.06.2024.

5.1 PARTIAL/VARIANT TENDERS

Partial Tenders or Variant Tenders are not allowed.

5.2 REJECTION IN RELATION TO THE TENDERING STAGE

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

NBIM 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 NBIM's requirements as set out in the RFP, in particular any minimum requirements;
- the tender contains material reservations/deviations from the Key Contractual Requirements or requirements specifications attached in **Appendix 4 and 5**;
- the participant 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 organization, corruption, fraud, terror related activities; money laundering and/or child labour or human trafficking.

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

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

6. AWARD CRITERIA

The contract 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
Quality – 60 % Sub-criteria: <ol style="list-style-type: none"> 1. Managing RM functionality 2. User Experience 3. System Attributes 4. Optional and Other Functionality 5. Vendor Support 6. Privacy and GDPR 	Please refer to Appendix 5 and the associated Excel-file. Please also provide screen shots or other documentation to demonstrate key functionality.
Price – 30 % If tenderers offer is received in another currency (e.g., EUR, GBP), Norges Bank official exchange currency rate at date of deadline for delivery of tenders will be used to convert an offer to (USD).	Please refer to price schedule in Appendix 6.
Risk – 10 % NBIM wants a supplier with the best possible terms and conditions.	Participants offered contractual terms and conditions, including order form, DPA, SLA, or other relevant contractual material.

6.1 QUALITY

The evaluation of quality will be based on the tenderer's response to the requirement specifications in **Appendix 5**, measured against the selected award criterion and its underlying sub-sets of evaluation criteria in the table above.

6.2 PRICE

Price will be evaluated according to the submitted price schedule in **Appendix 6**.

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.

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

6.3 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. If the offered contract terms result in an increased risk for NBIM, the score will be lower.

Please see further instructions in Appendix 7. 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 7.

7. CONTENT AND STRUCTURE OF THE TENDER OFFER

Please ensure that the tender which is submitted to NBIM 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 authorized person. See Appendix 3.</p> <p>The tender letter shall state the participant's commitment to participate in the negotiation, summarizing the proposal/ final tender and the structure of documents submitted (see list below).</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>
2. Documentation in reply to award criteria (except price)	<p>The answers and documentation submitted will be evaluated by NBIM to award the contract in accordance with the award criteria set out in Section 6 above and Appendix 5.</p>
3. Price	<p>Tenderer shall fill in all requested price elements in the price schedule in Section 6 above and Appendix 6.</p>
4. Offered terms and conditions and confirmations	<p>Tenderer shall provide its offered terms and conditions that will apply to the provision of the service. The offered terms and conditions shall incorporate the Key Contractual Requirements in Appendix 4.</p>



	Where the tenderer's proposal also includes an Order Form, DPA or an SLA, or other relevant contractual material, please include these.
5. Reservations and/or deviations to the Key Contractual Requirements	<p>Tenderer shall fill in Appendix 7 to identify its reservations and/or deviations to the Key Contractual Requirements and to confirm acceptance of Conduct of Business Code in Appendix 8.</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: Template – 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 utilize 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 – Cover letter

All participants who submit a prequalification application shall submit this cover letter.

The participant shall complete the table and sign below.

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

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

The abovementioned participant hereby declares its intention to participate in the competition for procurement of a Research Management System.

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.

Place:

Date:

Signature:

Name of signatory with capital letters:

Position of signatory:



Appendix 3: Template – Tender letter

Prequalified and invited 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 a Research Management System.

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 XX. XX. XXXX.

Place:

Date:

Signature:

Name of signatory with capital letters:

Position of signatory:

Appendix 4: NBIM Key Contractual Requirements

NBIM's Key Contractual Requirements are set out below and include the following terms and conditions. Please ensure that you complete the template Appendix 7 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 also include their offered standard terms and conditions as part of the tender, including order form, DPA, SLA, or other relevant contractual material. 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>
2) Norges Bank's liability	Norges Bank's liabilities to the counterparty shall, as a maximum, be equivalent to the annual contract value.
3) Sovereign immunity	Norges Bank does not expressly waive the sovereign immunity of Norges Bank or the Government of Norway under applicable law (which relates to suit, enforcement, and taxation).
4) Governing law	The terms and conditions and any dispute or claim (including non-contractual disputes or claims) shall be governed by the laws of Norway, England and Wales, or the State of New York, unless otherwise agreed.
5) Dispute resolution	<p>The terms and conditions shall be subject to the jurisdiction of the courts of the governing law jurisdiction.</p> <p>The terms and conditions and any dispute or claim shall not be subject to exclusive arbitration agreements.</p>
6) 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, subject always to appropriate confidentiality provisions (where relevant).
7) 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.
8) 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.
9) Termination	<p>Norges Bank shall be entitled to terminate:</p> <p>immediately, without notice, where the counterparty has become insolvent or there is a risk that the counterparty may become insolvent; or</p> <p>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.</p>
10) 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>
11) 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



	<p>ii. 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.</p>
12) Conduct of Business Conde	<p>The counterparty shall adhere to the Conduct of Business Code for Providers of Goods and Services (see Appendix 8) as updated and notified from time-to-time.</p>

Appendix 5: Requirement specifications

Please see attached Excel-file, where the requirements are divided into three categories:

- 1) A-requirements. If the tenderer cannot fulfil all the A-requirements, the tenderer will be rejected from the competition.
- 2) B-requirements. The answers to these requirements will be evaluated for the award criteria "Quality" c.f. section 6.
- 3) Information requirements. This is just for information purposes and will not be a part of the evaluation.

Demonstration and access to trial version

Demonstration of the system	NBIM might require that as part of the tender offer the tenderer will provide NBIM with a demonstration of their system. While the demonstration itself will not be scored, it will be used to verify the sub-criteria under the award criteria Quality (c.f. section 6) and the associated requirements in the attached Excel-file to Appendix 5, in addition to the tenderer's written response to those requirements.
Trial version	During the negotiations, NBIM might ask that the tenderer makes available to NBIM a trial version of selected parts of the system that NBIM can use to test its functionality with dummy data. While the trial version itself will not be scored, it will be used to verify the sub-criteria under the award criteria Quality (c.f. section 6) and the associated requirements in the attached Excel-file to Appendix 5, in addition to the tenderer's written response to those requirements.



Appendix 6: Price schedule

Please list the prices in US Dollars (USD).

	Price item	Price in NOK excluding VAT	
PS1.1	Fixed price for year 1, 2, 3, 4 and 5		
PS1.2	Variable price Please provide price for number of users/licenses indicated.	# Standard user/licenses (ability to upload documents)	400
		Price:	
		# Administrator ("super-user" or equivalent)	20
		Price:	
PS1.3	Discounts (if applicable) Please state the discount rate applied in the offer (e.g., up-front commitment or similar). Please state the discount rate in % (percentage) terms.		
PS1.4	Support Please provide price for support model offered per year.		



PS1.5	Professional services Please provide the price as indicated for training offered, estimated per year.	# Standard end-user training	400
		Price:	
		# Standard administrator ("super user") training	20
		Price:	
PS1.6	Consulting services Please provide the price for consultancy services (rate per hour including travel costs) for ad hoc work: <ul style="list-style-type: none">For a junior consultant (up to 3 years relevant experience)For a senior / experienced consultant (more than 3 years relevant experience)	For junior consultant (up to 3 years relevant experience)	
		Rate per hour:	
		For senior / experienced consultant (more than 3 years relevant experience)	
		Rate per hour:	
PS1.7	Implementation cost (if applicable) Please provide the one-off cost of implementation of your solution including payment terms and schedules		

Additional price information (not for evaluation nor scoring)

If applicable, please provide prices according to below schedule:

	Price item	Price in NOK excluding VAT			
PS1.8	Variable price Please provide price for number of users/licenses needed: <ul style="list-style-type: none"> Standard user/licenses: For evaluation, please use 100, 250 and 500 users per year. Administrator (or equivalent) user/licenses: For evaluation, please use 10, 20 and 50 users per year. 	# Standard user/licenses	100	250	500
		Price:			
		# Administrator (or equivalent)	10	20	50
		Price:			
PS1.9	Professional services Please provide the price for training offered estimated per year: <ul style="list-style-type: none"> Standard end-user training. For evaluation, please use 100, 250 and 500 end users trained per year, respectively. Standard administrator ("super user") training. For evaluation, please use 10, 20 and 50 administrative users trained per year. 	# Standard end-user training	100	250	500
		Price:			
		# Standard administrator ("super user") training	10	20	50
		Price:			
PS1.10	Price for optional extras				



Appendix 7: 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".

or:

☐ Below is a list of reservations and/or deviations to the Key Contractual Requirements as set out in **Appendix 3**, identifying where these reservations and deviations are incorporated in the offered terms and conditions. For further guidance regarding reservations and deviations, please see Section 6 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 8. We understand that this is a mandatory requirement.

Date:

Signature:

Name of signatory:

Position of signatory:



Appendix 8: 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.



4. 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 standard 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 NOTIFICATIONS 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.