



**Call for competition
for the procurement of
Radiation Protection Monitoring
Contract no. 469**

Competitive procedure with negotiation above the EEA threshold (FOSA parts I and II)

Content

1. Introduction	4
1.1. About the Customer	4
1.2. Purpose and scope of the procurement	4
1.3. Communication	4
1.4. Contract type, evaluation of contract risk and key contractual principles	4
1.5. The value of the procurement	6
2. Provisions on security	7
2.2 Personnel Security	8
2.3 Security measures for the procurement and contract	9
3. Administrative provisions	10
3.1 Procurement procedure	10
3.2 Procurement documents	10
3.3 Language	10
3.4 Schedule of progress	11
3.5 Corrections, supplementations and/or amendments to the procurement documents	11
3.6 Questions about the procurement documents	11
3.7 The tenderer's costs for participating in the competition	11
3.8 Confidentiality	11
3.9 Freedom of information	11
4. Selection criteria (stage 1)	12
4.1. About the selection criteria	12
4.2. Suitability to pursue the professional activity – organizational and legal position	12
4.3. Economic and financial standing	12
4.4. Technical and professional abilities	13
4.5. Reliance on the capacities of other entities	13
4.6. Application to participate in the competition and tenders from groups of entities (joint ventures etc.)	13
5. Other requirements	14
5.1. Tax Certificate	14
6. Requirements for the application to participate	14
6.1. Submission of the application to participate	14
6.2. Structure and content of the application to participate	14
7. Reduction in the number of qualified applicants to be invited to participate in the competition	15
8. Deadline for requesting an interim injunction	15
9. Award criteria and evaluation (stage 2)	15
9.1 Award criteria	15

9.2	About the award criteria	16
9.2.1	Price	16
9.2.2	Quality – Monitoring equipment	16
9.2.3	Contractual risk.....	16
9.2.4	Evaluation method	17
10.	Requirements concerning the tender (stage 2).....	17
10.1	Submission of tenders	17
10.2	Structure and content of the tender	17
10.3	Validity of the tender.....	17
10.4	Lots.....	17
10.5	Variants	18
10.6	Parallel tenders	18
10.7	Deviations	18
10.8	Recall of tender	18
11.	Conclusion of the procedure.....	18
11.1	Cancellation of the competition	18
11.2	Award decision and standstill period.....	18

1. Introduction

1.1. About the Customer

Norwegian Nuclear Decommissioning ("NND" or "the Customer") was established in February 2018 and is a government agency under the Ministry of Trade, Industry and Fisheries. NND have been given the responsibility to plan and conduct the decommissioning of the Norwegian nuclear facilities, which are located at Kjeller and in Halden, as well as manage all man-made radioactive waste. In addition, NND is a nuclear agency that provides independent advice to the government. The clean-up itself is estimated to last for 20-25 years. NND is located in Halden.

1.2. Purpose and scope of the procurement

The Department of Radiation Protection, Chemistry and Physics at NND, abbreviated NUKH SFK, is responsible for ensuring the safety of the personnel against exposure to harmful radiation in the nuclear facilities at the NND Halden reactor site. The radiation protection monitoring procured in this procurement will be used to continuously monitor the site.

The procurement consists of four different types of monitoring equipment systems, and it is possible for the supplier to submit an offer for one, several or all types of the monitoring equipment systems. The following types of monitoring equipment are subject for purchase in this procurement:

- Airborne Particulate Radioactivity Monitors
- Gamma Radiation Monitors
- Kr-85 Gas Monitors
- Waterborne Particulate Radioactivity Monitors

1.3. Communication

There shall be no contact/communication with the NND regarding the procedure other than through NND's procurement management system, EU Supply.

Questions will be answered in EU Supply. All questions will be answered in anonymized.

1.4. Contract type, evaluation of contract risk and key contractual principles

The procurement consists of four different types of monitoring equipment systems, and it is possible for the supplier to submit an offer for one, several or all types of the monitoring equipment systems. Each type of monitoring equipment will be a separate contract between the supplier and NND. This means that this procurement consists of four different monitoring equipment systems, regulated by four different separate contracts.

The nature of this procurement makes it difficult to pre-set the contractual terms in the delivery. Consequently, the providers must submit their own standard purchase agreement, including any potential service and maintenance agreements and any potential necessary service level agreements.

NND will evaluate the providers submitted standard purchase agreement based on the evaluation criteria set in this document cf. section 9.

The following key contractual principles ("Key contractual principles") shall nevertheless be incorporated in the offered standard purchase agreement:

1. Lifespan - The equipment offered must have a lifespan of at least 10 years. The supplier must guarantee support and the supply of the spare parts for 10 years after entering the contract. This includes that the contract period must be set to 10 years.
2. Warranty - The warranty period must be at least 12 months from date of approved installation for the whole system.
3. Transfer of rights – The contract shall provide that NNDs prior written consent is required for the assignment of the Contract.
4. No confidentiality obligations shall prevent the Customer's disclosure of information if such disclosure is required by laws or regulation, including any disclosure or right of access pursuant to the Act of 19 May 2006 relating to the Right of Access to Documents in Public Administration (Freedom of Information Act).
5. The Customer is required by law to include in their contracts requirements relating to wages and working conditions for any work performed in Norway, in accordance with Regulation of 8 February 2008 No. 112 on Wages and Working Conditions. The following clause shall therefore be included in the contract:

"In areas covered by regulations on generally applicable collective bargaining agreements, the Supplier shall ensure that its own and any of its subcontractors' personnel who directly contribute to fulfilling of the Supplier's obligations under this Agreement do not have poorer pay and working conditions than what follows from the regulations on generally applicable collective bargaining agreements. In areas that are not covered by the generally applicable collective bargaining agreement, the Supplier shall ensure that the same employees do not have poorer pay and working conditions than those that follow from the current nationwide collective bargaining agreement for the sector in question. This applies to work performed in Norway.

All agreements entered into by the Supplier, and which involve the performance of work that directly contributes to fulfilling of the Supplier's obligations under this Agreement, shall contain corresponding conditions."

6. If subcontractors are used, the Service Terms shall make clear that the Participant remains fully responsible for all deliveries under the Service Terms performed by a subcontractor. The following information of any subcontractors must be available to the Customer:

- Name, address and registration number of the sub-contractor(s).
- Specification of the part(s) of the contract that will be carried out by the sub-contractor(s).

7. All prices stated must be in Norwegian kroner. Prices will not be index-adjusted. This means that the prices stated in Attachment 9 will not change throughout the contract period.

8. Security – The contract must include an obligation towards the supplier to enter into a security agreement with NND if NNDs considers its necessary. NSMs (the Norwegian national security authority

“Nasjonal Sikkerhetsmyndighet”) standard template will be used as a basis. See chapter 2.3 in this document for NNDs potential security requirements in the contract phase.

NND also reserves the right to make changes to what is considered a key contractual principle in the procurement period. NND also reserves the right to add a mandatory payment plan for how the supplier will be paid for the equipment itself and the delivery of the monitoring equipment.

1.5. The value of the procurement

The total estimated value for all agreements is MNOK 20 excluding VAT. This is an estimate subject to significant uncertainty.

Estimated costs related to each contract:

Contract	Estimated cost for purchase of the items	The estimated cost includes	Estimated yearly costs for service agreements and/or maintenance agreements (if necessary)
Gamma Radiation Monitors	5,0 MNOK	Detector-probes with cables, instruments, software	50 000 NOK
Kr-85 Gas Monitors	1,6 MNOK	Instruments with potential software	20 000 NOK
Waterborne Particulate Radioactivity Monitors	3,4 MNOK	Detector-probes with cables, instruments and potential software	50 000 NOK
Airborne Particulate Radioactivity Monitors	10 MNOK	Detector-probes with cables, instruments and software	80 000 NOK

1.6 Time schedule for procurement

NND has the following preliminary time schedule for the procurement process.

All dates after the due date for submission of request to participate are tentative and may be subject to change.

Activity	Tentative date/time
Stage 1	
Deadline for submitting questions and requests for clarifications regarding the qualification process	4th October 2026
Deadline for submitting a request to participate (pre-qualification). This deadline is mandatory.	11 October 2026 23:30

Notice of the result for qualification	Within 2 weeks after deadline for submitting a request to participate
Deadline for interim measure	15 days after notice of qualification
Stage 2	
Invitation to tender	Planned within 2 weeks after deadline to submit a request to participate
Deadline for submitting questions and requests for clarifications regarding the tender stage	Tenders invited to submit a bid will be informed of the deadline in the invitation.
Deadline for submission of tender.	Tenders invited to submit a bid will be informed of the deadline, but estimated time is end of October/start of November.
Evaluation/invitation to negotiations	November 2026
Negotiations	November 2026
Deadline for revised (final) offer	December 2026
Contract award and notification of supplier selection	Estimated December 2026/January 2027
End of standstill period and contract signing	10 days after notification is sent
Acceptance period	120 days after the deadline for final offer
Contract commencement	According to agreed schedule

2. Provisions on security

The suppliers will not have access to any classified information under the Security Act during the conduct of this procurement.

However, this procurement require that the Contractor potentially will have access to classified information, objects worthy of protection and infrastructure after the contract has been signed. It is therefore a classified procurement, cf. Section 9-1 of the Norwegian Security Act.

A classified procurement is a procurement where the Contractor may gain access to, or may have to produce, classified information, or gain access to critical national objects or infrastructure. The classified information, the objects worthy of shielding, and the infrastructure worthy of shielding are protected under the National Security Act of 1 June 2018 no. 24 (the Security Act) with regulations.

With **Classified Information** NND means information, regardless of its form, that requires protection against loss, unauthorised disclosure or other compromise and has been so designated.

If a Contractor must handle or store classified information on their own premises, they must comply with the requirements of the Security Act and its regulations for undertakings with the same access to such information. It is also important to point out that subcontractors with the same access must comply with the same legal requirements.

The Contractor must either a) be a Norwegian company, or b) a company from a State that has an active/valid security agreement with Norway.

The Contractor must also fill out attachment 5 – Self-declaration security requirements. Attachment 5 must be completed and signed by the Supplier in connection with the application to participate in the competition.

2.2 Personnel Security

It is the Contractor's responsibility to obtain authorization and/or security clearance, if it is needed during the contract phase. Authorization will be necessary if the Contractor will perform service with the monitor equipment that require access to critical national objects or infrastructure. The Contractor bears the risk of not obtaining authorization/security clearance

A person who has a foreign citizenship (not Norwegian citizen) may, after a specific overall assessment, be granted clearance, unless there are reasonable grounds to doubt that the person is suitable for such clearance. In the assessment, emphasis will be placed on the security significance of the home country, the person's connection to the home country and the connection to Norway. The outcome of such an application is uncertain, and in all cases a considerably longer processing time must be expected than for Norwegian citizens.

If personnel are from a state that the Police Security Service (PST) considers posing a high security risk for Norway, the authorization authority must obtain consent from a clearance authority before the personnel can be authorized for RESTRICTED ("BEGRENSET"). This requirement also applies to persons who have dual citizenship (one of which is Norwegian), who are stateless, or whose citizenship is unclear.

Please note that the Contractor bears the risk of obtaining authorisation or security clearance. The Contractor also bears the risk that the authorisation or security clearance should take longer than 3

months, unless the delay is due to circumstances for which NND, or the Norwegian security authorities, are responsible.

The Contracting company is responsible for both his own employees and employees of subcontractors, who are to have access to information classified as RESTRICTED ("BEGRENSET"), are authorized before access is granted.

2.3 Security measures for the procurement and contract

For the qualification and tendering phase:

- the supplier must either a) be a Norwegian company, or b) a company from a State that has an active/valid security agreement with Norway
- The same requirements will apply to any personnel of subcontractors.
- The suppliers must describe and state the ownership structure of the company (self-declaration).
- All subcontractors used for delivering the equipment in the supply chain. NND must have all necessary information in order to have control over the supply chain

Suppliers shall not have access to classified information during the competition, including the negotiations.

The following security measures are relevant for the contract phase:

- all persons for whom a security clearance is required, must be either a) Norwegian, or b) from States with a security agreement with Norway
- the Contractor's personnel or personnel of a subcontractor, who will perform the contract, must sign a non-disclosure agreement, and will have to complete a background check by the Customer, before they can begin to perform any work
- the Contractor's personnel, who will perform the contract, will gain access to classified information and must be authorized by NND. Personnel must bear a security clearance compatible with/equivalent to RESTRICTED ("BEGRENSET") in their country
- as a minimum, the personnel must be able to be authorized to handle, produce and/or store information classified as RESTRICTED ("BEGRENSET")
- The supplier must update NND on any changes in the ownership structure during the contract phase.

Please note that the Contractor bears the risk of obtaining authorisation or security clearance. The Contractor also bears the risk that the authorisation or security clearance should take longer than 3 months, unless the delay is due to circumstances for which NND, or the Norwegian security authorities, are responsible.

3. Administrative provisions

3.1 Procurement procedure

The procurement is carried out in accordance with the Public Procurement Act of 17th of June 2016 and the Defence and Security Procurement Regulations (FOSA) FOR 2013-10-04-1185 Part I and Part II, as well as the provisions set out in this document.

This procurement is carried out as a competitive procedure with negotiation. The competition is conducted in two stages. Step 1 is a qualification phase open to all interested suppliers. In Step 2 (the tendering and negotiation phase), only those applicants who meet the selection criteria, and are invited by NND, will be allowed to submit tenders. NND will invite a minimum of three and a maximum of five applicants to submit tenders if a sufficient numbers of applicants seek to participate in the competition for each contract. This reduction in the number of qualified applicants will be based on the criteria in section 7 of this Call for competition.

The negotiations can take place in several phases to reduce the number of tenders or solutions. Such reductions will be based on the award criteria, cf. FOSA § 11-11 (1). Please note that NND may reduce the number of tenders prior to the negotiations. NND also reserves the right to award the contract without conducting negotiations.

3.2 Procurement documents

The procurement documents consist of the following:

- The Call for competition (this document)
- Attachment 1: Application letter
- Attachment 2: Response form for experience from similar deliveries
- Attachment 3: Declaration of commitment – economic and financial capacity (template)
- Attachment 4: Declaration of commitment – technical and professional qualifications (template)
- Attachment 5: Self-declaration security requirements
- Attachment 6: Tender letter
- Attachment 7a: Agreement submitted by supplier for Airborne Particulate Radioactivity Monitors
- Attachment 7b: Agreement submitted by supplier for Gamma Radiation Monitors
- Attachment 7c: Agreement submitted by supplier for KR-85 Gas Monitors
- Attachment 7d: Agreement submitted by supplier for Waterborne Particulate Radioactivity Monitors
- Attachment 8a: Requirement specification Airborne Particulate Radioactivity Monitors
- Attachment 8b: Requirement specification Gamma Radiation Monitors
- Attachment 8c: Requirement specification Kr-85 Gas Monitors
- Attachment 8d: Requirement specification Waterborne Particulate Radioactivity Monitors
- Attachment 9: Price per contract

3.3 Language

All communication with NND shall be in Norwegian or English. The language requirement also applies to the tender itself.

3.4 Schedule of progress

For information about the deadline for delivery, and other important dates, please see NNDs procurement management system, EU Supply.

3.5 Corrections, supplementations and/or amendments to the procurement documents

NND may make corrections, supplements and changes to the procurement documents that are not substantial in nature or scope. Information about such corrections etc., will be published in EU Supply.

3.6 Questions about the procurement documents

Any questions the applicants may have regarding the procurement documents must be submitted within the deadline stated in EU Supply.

Questions are to be sent to NND in EU Supply. All questions will be answered in anonymised form and made available for everyone who has registered their interest for the procurement in EU supply.

3.7 The tenderer's costs for participating in the competition

Any costs incurred by the tenderer in connection with the preparation, submission, or follow-up of the application to participate, the tender or the procurement process in general, will not be refunded.

Participation will in no way oblige NND to conclude a contract with the applicant, nor does it impose on NND any financial obligations.

3.8 Confidentiality

Information that the parties become aware of in connection with the competition and the execution of the contract, shall be treated confidentially and not made available to outsiders without the consent of the other party. However, pursuant to the Freedom of Information Act, cf. **Feil! Fant ikke referansekinden.** below, NND is obliged to disclose any piece of information that isn't subject to confidentiality under the Public Administration Act; Act 10th of February 1967 or equivalent sector-specific regulation.

3.9 Freedom of information

Until the choice of contractor has been made, access to tenders and procurement protocols may be denied, cf. Act of 19th of May 2006 No. 16 relating to the right of access to documents in section 23 of the Freedom of Information Act.

After the choice of contractor has been made, tenders and protocols are as a starting point open for access. However, exceptions to the right of access have been made in the Freedom of Information Act. Among these exceptions is the exemption of access to information that is subject to a duty of confidentiality in law or pursuant to law, cf. Section 13 of the Freedom of Information Act, cf. Section 13 of the Public Administration Act. Tenderers are encouraged to provide NND with an overview of what information they believe is exempt from access. In the event of a request for access, NND shall, regardless of this, assess the extent to which the information is of such a nature that NND is obliged to deny access, cf. Section 29 of the Freedom of Information Act.

NND is required to comply with the principle of additional access, cf. Section 11 of the Freedom of Information Act.

4. Selection criteria (stage 1)

4.1. About the selection criteria

The selection criteria are minimum requirements concerning the applicant's technical and professional ability, and economically and financial standing. The means of proof are set out below in relation to the individual selection criteria.

4.2. Suitability to pursue the professional activity – organizational and legal position

SELECTION CRITERION	MEANS OF PROOF
The supplier must be registered in a company register, professional register or trade register in the state/country in which the supplier is established.	Norwegian suppliers: - Certificate of registration (in the Norwegian Register of Business Enterprises) Foreign suppliers: - Confirmation that the applicant is registered in a trade register or business register in accordance with the legislation of the country in which the applicant is established.

4.3. Economic and financial standing

SELECTION CRITERION	MEANS OF PROOF
The supplier must have sufficient economic and financial capacity to perform the contract.	- Credit rating issued by a recognised credit rating institution, no older than 3 months from the expiry of the offer deadline, based on the last known accounting figures. NND reserves the right to obtain further credit assessments itself. It may also be appropriate to obtain annual accounts including notes, directors' reports, and audit reports. If the applicant has justifiable grounds for not submitting a credit rating, he may document his economically and financial position by means of any other document that he considers suitable for this. It is the applicant's responsibility to highlight how the relevant documentation shows that the qualification requirement is met. - Official annual accounts for the latest three years, including the audit report, as well as updated information relevant for the company's annual accounts if deemed necessary.

4.4. Technical and professional abilities

SELECTION CRITERION	MEANS OF PROOF
The applicant shall have experience in carrying out similar deliveries as described in the procurement documents. The reference projects/deliveries shall be similar to the procurement, but does not have to be identical to this procurement.	Please fill out Attachment 2: "Response form for experience from similar deliveries".

4.5. Reliance on the capacities of other entities

The applicant may rely on the capacity of other entities to fulfil the selection criteria relating to economically and financial standing, or technical and professional ability. In that case, the applicant must provide NND with documentation/means of proof showing that the supporting entity meets the relevant selection criterion.

Moreover, the applicant and the supporting entity must fill out a declaration of commitment, cf. Attachment 3 ("Declaration of commitment – economic and financial standing") and Attachment 4 ("Declaration of commitment – technical and professional abilities"). The declaration(s) must be attached to the application to participate in the competition.

4.6. Application to participate in the competition and tenders from groups of entities (joint ventures etc.)

A group of entities, e.g. in the form of a joint venture or a consortium, may submit a joint application to participate in the competition, and, if they are invited by the Customer, a joint tender, cf. FOA § 8-7 (1).

Each of the participants in the consortium shall submit the following:

- Certificate of registration or similar, cf. section 4.2
- Tax certificate, cf. section 5.1

If necessary, the consortium may rely on each other's capacity to meet one or more of the selection criteria in sections 4.3 ("Economic and financial standing") and 4.4 ("Technical and professional abilities"). If so, this shall be indicated in Attachment 1 ("Application letter"). The relevant type and number of declarations of commitment, cf. Attachments 3 and 4, shall also be submitted. If necessary, the consortium may also rely on the capacities of other entities (third parties) to meet the above-mentioned selection criteria.

In the tendering phase, the tender letter (Attachment 6) must be signed by all the members of the consortium.

The participants in the consortium shall be jointly and severally responsible for the execution of the contract.

To ensure an expedient and reasonable performance of the contract, NND expects the participants to establish a separate legal entity in the form of a general partnership, e.g. a Norwegian ANS or DA,¹ cf. FOSA § 8-7 (1). The applicant (i.e. the company in lead of the consortium in the qualification and tendering phase) shall indicate that it will establish such a partnership in Attachment 1 (“Application letter”) together with the other participants, in the event that the consortium should be invited to submit a tender in the competition and go on to be awarded the contract. Likewise, the participants shall indicate in their joint tender letter (Attachment 6) their intention to establish a general partnership in the form of e.g. a Norwegian ANS or DA, if they should be awarded the contract.

5. Other requirements

5.1. Tax Certificate

CRITERION	MEANS OF PROOF
The applicant shall have orderly conditions with regard to tax and VAT payments.	Tax certificate no older than six months calculated from the deadline for submitting an application to participate. Tax certificate means: For Norwegian applicants: c. Certificate for tax and value added tax (RF-1316) issued by the tax office via Altinn. For Foreign applicants: d. Foreign applicants must submit corresponding certificates from their countries showing that they have orderly tax conditions. If the authorities in the country concerned do not issue such certificates, the applicant shall submit a declaration confirming that all taxes have been paid. The declaration must be approved and signed by the applicant’s CFO.

6. Requirements for the application to participate

6.1. Submission of the application to participate

Applications to participate shall be submitted electronically in EU Supply no later than within the deadline specified therein.

6.2. Structure and content of the application to participate

The application shall include the following documentation:

1. Attachment 1: Application letter
2. Attachment 2 (“Response form for experience from similar deliveries”)
3. Attachment 3: Declaration of commitment – economic and financial standing (if applicable)
4. Attachment 4: Declaration of commitment – technical and professional abilities (if applicable)
5. Attachment 5: Self-declaration security requirements

¹ See [Altinn - General partnerships \(ANS/DA\)](#)^h

6. Credit rating
7. Official annual accounts for the latest three years
8. Tax certificate

The application to participate shall be numbered/structured as indicated above.

7. Reduction in the number of qualified applicants to be invited to participate in the competition

If a sufficient number of the applicants are qualified, NND will invite a minimum of three and up to five qualified applicants to submit tenders for each contract. The reduction of applicants will be based on the following criterion:

- Experience in carrying out similar deliveries as described in the procurement documents, cf. section 4.4 (“Technical and professional abilities”).

NND will, in other words, invite the three to five applicants with the most experience from similar deliveries, based on the information provided in attachment 2. NND will have the opportunity to invite three to five applicants for each type of monitoring equipment, meaning that NND will have the opportunity to invite three to five applicants for each single contract.

All applicants will be informed in writing and at the same time about who NNDs intends to invite to participate in the competition, as soon as the choice has been made. The notification will contain a short statement of reasons.

8. Deadline for requesting an interim injunction

The deadline for submitting a request for an interim injunction (“midlertidig forføyning”) against NND’s decision to exclude/reject or not choose an applicant to participate in the competition, is 15 days calculated from the day NND informs the applicants about its decision, cf. FOISA section 10-6.

9. Award criteria and evaluation (stage 2)

The following chapters are applicable only to those applicants who have been qualified and who have been invited by NND to submit a tender.

9.1 Award criteria

NND will award the contract to the tender with the best price-quality ratio based on the following award criteria. Each contract will be evaluated separately.

Criterion	Weight	Means of proof
<u>Price</u> • Total price for the purchase and delivery of the monitoring equipment • Yearly cost for service level agreement and/or maintenance agreement	30%	• Completed Attachment 9: Price per contract

<u>Quality – Monitoring equipment</u> Assessment of the Tenderers' response to the relevant should- requirements	50%	Completed requirement specification for the relevant monitoring equipment, see attachment 8a-8d
<u>Contractual risk</u> Risk related to the offered contractual terms, and the potential offered service and maintenance agreement and/or service level agreement	20%	Agreement submitted by tenderer in attachment 7a-7d

9.2 About the award criteria

9.2.1 Price

Under the price criterion, NND will evaluate the Tenderer's price for the purchase and delivery of the monitoring equipment. The total price must include any costs, including any costs related to commissioning, travelling, installation and training requirements.

NND will also under the price criterion evaluate the estimated yearly costs for any service agreements/and or maintenance agreements. The yearly cost will be multiplied by 10 and added to the total price for evaluation purposes. The supplier should price the yearly cost for service level agreement/maintenance agreement to 0 NOK if no such agreements are necessary.

The total price based on the conditions described above will be the evaluated price under the price criterion. All prices must be in NOK (Norwegian kroner).

9.2.2 Quality – Monitoring equipment

When it comes to this sub-criterion, NND will make an overall assessment of the Tenderers' response to the relevant should- requirements in the relevant requirement specification in attachment 8a-8d.

9.2.3 Contractual risk

Under «Contractual risk», NND will assess risks in the proposed contractual terms, and the potential offered service and maintenance agreement and/or service level agreement. The evaluation will be based on an assessment of the essential parts of the contractual terms and only the most important differences will as a starting point be identified.

The following parts are important when NND evaluates the supplier's contractual terms:

- The contractual terms should be governed by the laws of Norway,
- The Management Agreement should be subject to the jurisdiction of the courts of the governing law.
- Notice periods and the suppliers right to changes, suspension, termination etc.
- Flexibility for the customer, for example related to termination of the agreement
- Choice of law and jurisdiction

- Risks related to changes in terms, price and service
- Limitation of liability
- The manufacturers right to suspend the services
- Delivery requirements (for example type of Incoterms)
- Delivery time
- It is preferable that the Customer needs to approve any change of sub-contractors during the contract term, but this is not an absolute requirement and will be discussed during the dialogue.
- Any other elements of the standard terms and conditions related to the subject matter of the contract that is relevant to the costumer's risk.

9.2.4 Evaluation method

When evaluating the tenders, NND will use a scale from 0-10 for all the award criteria. The best tender with regards to each individual criterion will thus receive 10 points on that criterion. The points will then be multiplied with the assigned weight of the criterion. The contract will be awarded to the tender with the best overall score when the weighted scores on all the award criteria are combined.

10. Requirements concerning the tender (stage 2)

10.1 Submission of tenders

All tenders must be submitted in EU Supply within the deadline specified by NND.

Final tenders submitted after the deadline, will be rejected from the competition. The Tenderer bears the risk of errors or technical problems related to submission of the tender.

To facilitate the review and evaluation of the offers, NND requests that the files be named so that the file's name refers to the file's contents, see section 10.2 below.

10.2 Structure and content of the tender

The tender shall include the following documents for each contract:

1. Attachment 6: Tender letter
2. Attachment 7: Agreement(s) submitted by supplier
3. Attachment 8: Relevant requirement specification(s)
4. Attachment 9: Price per contract

The tender documents shall be numbered/structured as indicated above.

10.3 Validity of the tender

The tenderer must uphold the validity of its tender until the expiration of a period of 120 days after the deadline for submitting the final tender.

10.4 Lots

The procurement is divided into four different contracts. It is therefore possible to submit a tender for each contract. A tenderer must submit a tender for each contract and cannot submit a combined offer for two or more contracts.

10.5 Variants

Variants are not allowed.

10.6 Parallel tenders

Tenderers may not submit more than one tender for each monitoring equipment, meaning one tender for each contract.

10.7 Deviations

Final tenders with substantial reservations to or deviations from the procurement documents, will be rejected from the competition.

Any deviations and/or reservations shall be specified in a precise and unequivocal manner in the tender, so that NND can assess them without contacting the tenderer. NND reserves the right to assess any deviations and/or reservations (including minimum requirements) before a supplier may be rejected from the competition. All deviations and reservations shall be made with a clear and unequivocal reference to the relevant point in the procurement documents and shall be stated in the tender form.

The tenderer shall state in a clear manner the consequences of any deviations and reservations for the performance of the contract, including its consequences for the price and/or other aspects of the tender.

10.8 Recall of tender

A tender may be recalled or amended until the expiration of the tender deadline. Recall takes place in EU Supply. A modified tender will be regarded as a completely new tender.

11. Conclusion of the procedure

11.1 Cancellation of the competition

NND reserves the right to cancel the competition in reference to any eventual and reasonable/legal grounds for doing so, see FOSA § 13-1(1).

NND also reserves the right to partial cancel the competition. This means that NND may cancel the competition for one or more of the 4 different contracts, and award contracts for the remaining monitoring equipment contracts that are not covered by a partial cancellation.

11.2 Award decision and standstill period

NND will inform all tenderers in writing and at the same time about its award decision as soon as the choice has been made.

The award decision will contain the name of the successful tenderer, an explanation of the reasons for NND's choice, including the characteristics and relative advantages of the tender selected, and information about the standstill period (i.e. the period between the award decision and the signing of the contract).