

TENDER INSTRUCTION DOCUMENT

for the procurement of

Solution for Production planning and operational control
("OneTrack Solution")

From

Vygruppen AS

Organisation number: 984 661 177

REFERENCE: 9083



TABLE OF CONTENTS

1.	About Vygruppen AS	5
2.	About the OneTrack project	6
	2.1. The OneTrack project's business objectives	6
	2.1.1. Secure and Reliable Technical Solutions	6
	2.1.2. Greater Organisational Agility	6
	2.1.3. More Engaged Employees	7
	2.1.4. Higher Production Quality	7
	2.1.5. More Profitable Production	7
	2.1.6. Increased Customer Value	7
3.	The Contracting Entity	7
4.	Purpose and scope of the procurement	7
	4.1. The scope of the Agreement	8
	4.2. Voluntary Option – Rail Replacement Bus Planning	8
5.	General overview over the procurement	9
6.	Timeline for the competition	9
7.	Structure of the tender documents	10
	7.1. The tender specification document.....	10
	7.2. The agreement.....	10
8.	Duration	11
9.	Requirements for pay and working conditions.....	11
10.	International sanctions – Russian involvement.....	11
11.	The competition process	12
	11.1. Procurement system	12
	11.2. Questions, answers, corrections, additions or changes to the tender documentation.....	12
	11.3. Language	12
	11.4. Format for submission of the tender	13
	11.5. Confidentiality and non-disclosure agreement	13
	11.6. Public transparency	13
	11.7. Suppliers' costs of participation in the tender	14
12.	Qualification requirements	15
	12.1. Tax Certificate for Tax and VAT	15
	12.2. The Supplier's Legal Position and Organisation.....	15

12.3.	The Economic and Financial Capacity of the Supplier	15
12.4.	The Supplier's Relevant Experience	16
12.5.	Organisational capacity and flexibility	17
12.6.	Information Security and Privacy	18
12.7.	Quality Management System	19
13.	Limitation on the numbers of qualified suppliers.....	19
14.	General information about ESPD form	20
14.1.	National reasons for rejection	20
14.2.	Overall declaration in the ESPD form.....	20
15.	Support from sub-contractors.....	20
16.	Bank Guarantee.....	21
17.	Submission and processing of the request to participate in the competition (Qualification) 22	
18.	Supplier rejection	22
19.	Submission and processing of tenders	22
19.1.	Submission of tenders	22
19.2.	Required structure and format of the tender.....	23
19.3.	Partial tender	23
19.4.	Parallel and alternative tenders.....	23
19.5.	Deviations and reservations.....	23
19.6.	Rejection due to the content of the Tender	24
20.	Conduct of negotiations	24
21.	Requirements and award criteria	25
21.1.	About the requirements specification	25
21.2.	Award criteria.....	26
21.3.	Plan for conducting live demonstration of the Solution	28
21.3.1.	Part 1: Pre-Demonstration	28
21.3.2.	Part 2: Live Demonstration	29
21.4.	Evaluation.....	29
21.4.1.	Evaluation of the award criterion "Price"	29
21.4.2.	Evaluation of the award criterion "Quality of the Solution"	31
21.4.3.	Evaluation of the award criterion "Establishment and Management"	32
21.5.	Exemption from the obligation to use "Environment" as an award criterion .	32
22.	Supplier Approval Process.....	33

23.	End of the competition	33
23.1.	Notification, stand still period and conclusion of the contract	33
23.2.	Cancellation	34

LIST OF FIGURES

Figure 1: Vy business units and operation	5
Figure 2: Vy organisational map	5
Figure 3: OneTrack business objectives	6
Figure 4: Current system landscape and target system landscape	8

LIST OF TABLES

Table 1: Timeline for the procurement	10
Table 2: Document overview for the request to participate	22
Table 3: Document overview and structure for The Tender	23
Table 4: Document overview of the requirements specification	25

1. ABOUT VYGRUPPEN AS

Vygruppen AS (Vy) is the largest land-based transport group in the Nordic countries. The main goal for Vy is to create value for both its owner and society by providing efficient, accessible, safe, and environmentally friendly transport for people and goods. The company is owned by the Norwegian government and its Ministry of Transport and Communications.

Vygruppen AS is the parent company of the group and has several subsidiaries. Vy operates within four main business segments: rail passenger services, bus services, freight transport and Airport express train. The business unit Passenger Train operates the passenger rail services across Norway and Sweden, which currently are carried out by the parent company Vygruppen AS and the subsidiaries Vy Tog AS and Vy Tåg AB.

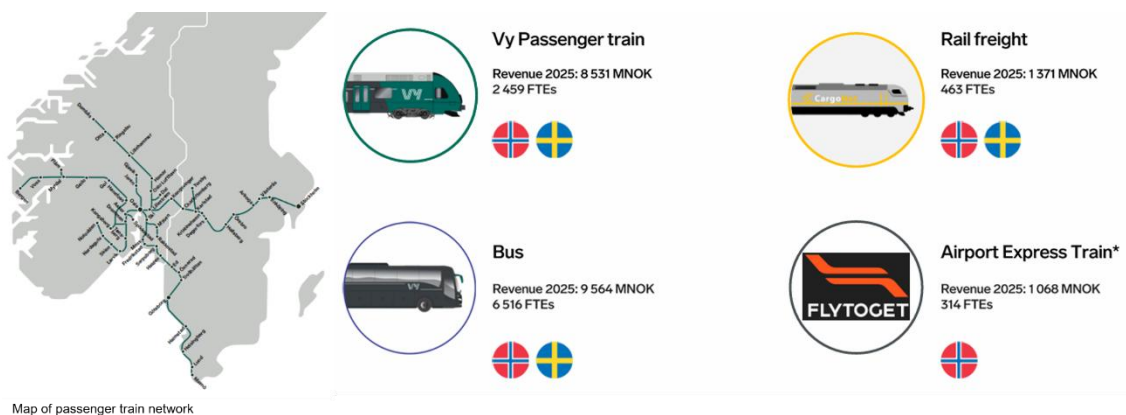


Figure 1: Vy business units and operation

Vy collaborates with public authorities, transport authorities, suppliers, and other mobility actors to ensure that current and future transport solutions are as sustainable as possible and to encourage greater use of shared transport.

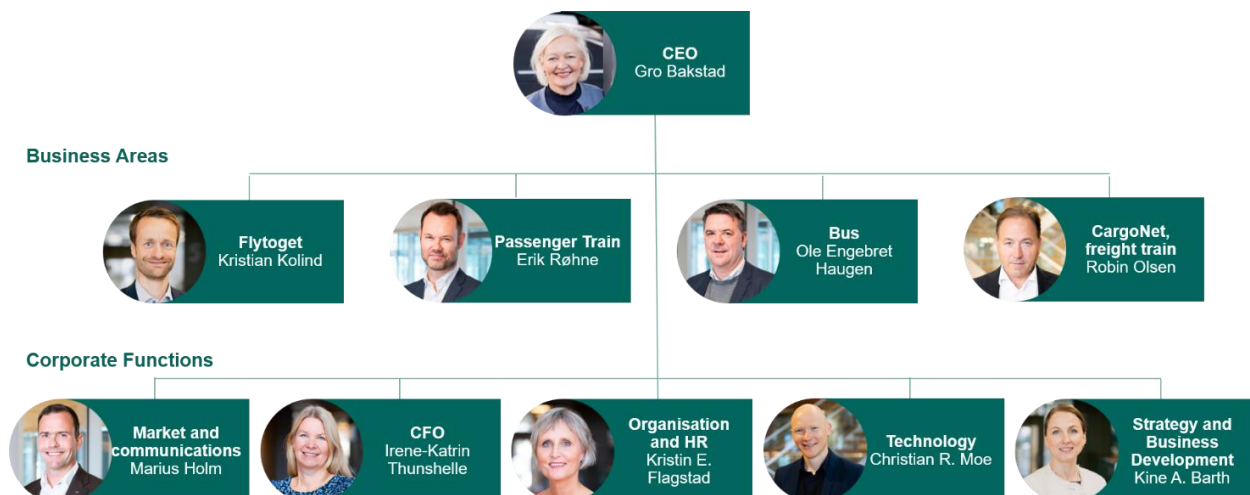


Figure 2: Vy organisational map

**The Airport Express Train, Flytoget, will from 2028 be integrated with the business unit Passenger Train, and no longer a separate entity.*

For further information about Vy, we refer to www.vy.no

2. ABOUT THE ONETRACK PROJECT

The OneTrack project is Vy's strategic initiative to improve how Vy plans, coordinates, and operates passenger rail services in Norway and Sweden. The OneTrack project is intended to establish a more integrated and future-oriented foundation for production planning and operational control through a new system solution, process improvements and organisational development.

The project is not only about replacing current systems. It is about enabling more robust operations, more effective use of resources, better support for employees, improved adaptability to future changes, and a more reliable and customer-oriented train service.

2.1. THE ONETRACK PROJECT'S BUSINESS OBJECTIVES

The OneTrack project's business objectives represent the outcomes Vy seeks to achieve through the OneTrack initiative. The business objectives are shown in figure 3 below and described in the following chapters. The underlying needs and capabilities to realise these objectives are described in Appendix 1.



Figure 3: OneTrack business objectives

2.1.1. Secure and Reliable Technical Solutions

The project shall enable secure and stable operations with high system availability by simplifying the IT landscape and establishing a robust governance and management model.

2.1.2. Greater Organisational Agility

The project shall strengthen Vy's ability to rapidly adapt to changes in the market and technology through a flexible organisation and a modern IT architecture.

2.1.3. More Engaged Employees

The project shall contribute to a more attractive and manageable work environment through user-friendly tools, more unified ways of working, and improved support for collaboration.

2.1.4. Higher Production Quality

The project shall improve the quality of train operations by enabling more robust and reliable plans, better handling of deviations, and more precise performance management.

2.1.5. More Profitable Production

Building on the objectives above, the project shall reduce operating costs and increase value creation through smarter planning, more efficient work processes, reduced IT operating costs and better utilisation of data and resources.

2.1.6. Increased Customer Value

As a derived effect of improved production quality and information availability, the project shall enhance the customer experience by enabling timely and accurate customer information and a reliable train service.

3. THE CONTRACTING ENTITY

The Contracting Entity for this procurement is Vygruppen AS.

Vygruppen AS, and all current and future companies within the Vy group engaged in passenger rail operations, shall have the right to make use of the Agreement and purchase under the Agreement on the same terms and conditions as the Customer through the Term of the Agreement.

4. PURPOSE AND SCOPE OF THE PROCUREMENT

The purpose of the procurement is to establish an Agreement for a cloud-based core system solution, hereby referred to as the “OneTrack Solution”, that supports Vy’s most business-critical functional areas within Production planning and operational control for passenger rail services in Norway and Sweden.

Figure 4 illustrates the intended transition from today’s fragmented system landscape to the future OneTrack Solution. The current state consists of several separate applications supporting different parts of production planning and operational control, with limited integration and data flow between them. The future state represents Vy’s ambition to consolidate these capabilities into one common, integrated solution that supports end-to-end processes, improved information flow, and more consistent ways of working across Norway and Sweden.

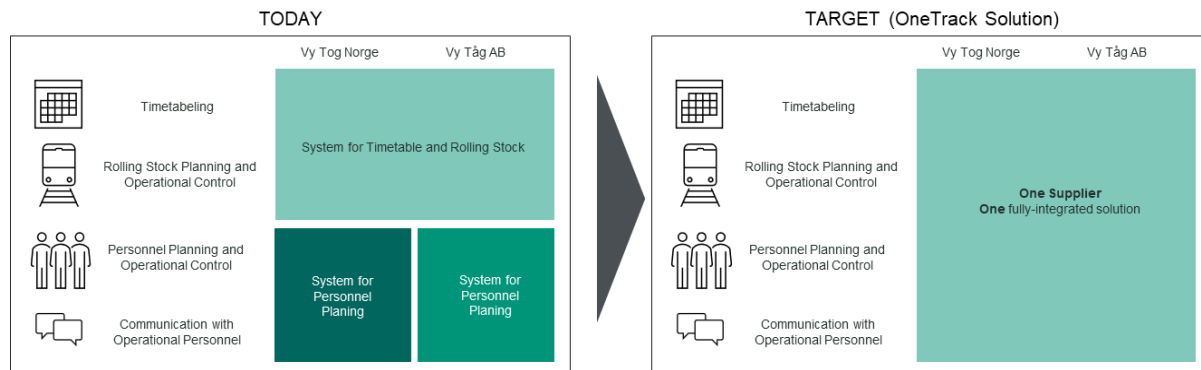


Figure 4: Current system landscape and target system landscape

The OneTrack Solution is intended to contribute to a reliable, secure, and stable system performance, and to support Vy's operational activities over time. The Solution is expected to be scalable, future-oriented, and capable of accommodating evolving operational and business needs.

The scope of the procurement encompasses a fully integrated system solution covering the relevant functional areas described in Appendix 1, including associated Services throughout the agreement lifecycle.

4.1. THE SCOPE OF THE AGREEMENT

The scope of the Agreement includes:

- **The Cloud Services:** The software, hereby referred to as the “OneTrack Solution”, the infrastructure and data resources provided on Standard Terms as a Service delivered online. See Appendix 1, 2 and 3 for more information.
- **Services:** The Supplier's Services related to Establishment and Management of the OneTrack Solution throughout the lifecycle of the Agreement; as specified in the appendices.
 - **Establishment:** The Supplier's Services related to the Establishment of the OneTrack Solution, including Facilitation and Implementation. See Appendix 4 for more information.
 - **Management:** The Services for which the Supplier is responsible related to the operation, Monitoring, and support of the Cloud Services in the Management phase, including support, training and compliance with agreed service levels. See Appendix 5 and 6 for more information.
 - **Voluntary option:** The scope further includes a voluntary option for Rail replacement bus planning described in chapter 4.2.
 - **Any optional Services offered by the Supplier through its Service Catalogue** as part of Appendix 7.

4.2. VOLUNTARY OPTION – RAIL REPLACEMENT BUS PLANNING

Rail replacement bus planning functionality is a voluntary option in this procurement. For description of scope and needs, see Appendix 1 – Attachment 4.

Suppliers are under no obligation to submit an offer for this functionality. If Suppliers choose not to offer the option, or do not meet the requirements related to the option, the evaluation or validity of the tender for the OneTrack Solution will not be affected. The Contracting Entity is under no obligation to exercise the option and does not commit to purchasing any volumes under it.

5. GENERAL OVERVIEW OVER THE PROCUREMENT

The procurement is carried out in accordance with the Public Procurement Act of 17 June 2016 and the Utility Regulations of 2016-08-12-975. The contract will be awarded in accordance with the procedure 'Competition with negotiation after prior announcement', cf. the Utility Regulations section 9-1 (1).

The Procurement has been announced on Doffin (www.doffin.no) and Tenders Electronic Daily (TED) (www.ted.europa.eu).

The competition will be carried out in two phases. Only those Suppliers who meet the qualification requirements will be invited to submit tenders.

Vy intends to conduct negotiations but reserves the right to award the contract without negotiations. Negotiations may be conducted in several rounds and may include a reduction in the number of Suppliers participating. Further details are set out in Chapter 20.

Vy intends to enter into an agreement with one (1) Supplier.

6. TIMELINE FOR THE COMPETITION

The timeline for the competition is set out in the table below. The timeline includes an extended period over the summer to account for holiday absences and reduced availability among key stakeholders. In addition, sufficient time has been allocated following the final negotiation rounds to allow for internal reviews and approvals within the organisation, as well as compliance with the applicable standstill period prior to contract award. As a result, some activities have a longer duration than would otherwise be expected.

Please note that the timeline below is tentative and subject to change.

Activity	Time (Norwegian Local Time)
1. Deadline for asking questions about the qualification process	27.10.2026 at 12.00
2. Deadline for submitting request to qualify	02.11.2026 at 12.00
3. Notification of the result of the qualification and invitation to participate in the tender process	19.11.2026
4. Deadline for asking questions about the Tender	12.01.2027 at 12.00
5. Deadline for submitting tenders	18.01.2027 at 12.00
6. Evaluations/Negotiations	Until 30.06.2027
7. Contract award notice	01.10.2027
8. Validity period of the Tender	31.12.2027

Table 1: Timeline for the procurement

7. STRUCTURE OF THE TENDER DOCUMENTS

The tender documents consist of the following two main parts with appendices:

7.1. THE TENDER SPECIFICATION DOCUMENT

The tender specification document (this document) containing information and guidance for the competition phase.

7.2. THE AGREEMENT

The Norwegian Government's Standard Agreement for Facilitation, Implementation and Management of Cloud Services delivered on Standard Terms ("SSA-Cloud") 2026 is the chosen contract standard.

The contract consists of the following documents:

- SSA-Cloud The general contractual wording (also referred to as the "General Terms")
- Appendices to SSA-Cloud:
 - Appendix 1 – The Customer's description of needs and specification of requirements
 - Appendix 2 – The Supplier's solution specifications
 - Appendix 3 – The Customer's system landscape
 - Appendix 4 – Plan for Facilitation and Implementation of Cloud Service etc. including plan for possible Approval Tests
 - Appendix 5 – Service level for the Supplier's Services and Cloud Service in the Management Phase with standardised damages
 - Appendix 6 – Administrative provisions
 - Appendix 7 – Payment and payment terms
 - Appendix 7A – Price Form

- Appendix 8 – Changes to the general contractual wording
- Appendix 9 – Changes to the Agreement it has been entered into
- Appendix 10 – Standard Terms for Cloud Services
- Appendix 11 – Data processing agreements
- Appendix 12 – Terms defined in the Agreement
- Appendix 13 – Self declaration of Russian involvement
- Appendix 14 – Vy's Supplier Code of Conduct

The appendices, with its relevant attachments, will become part of the final agreement, based on the Tender and updated appendices throughout the negotiations.

8. DURATION

The Agreement shall enter into force on the date of signature and remain in effect throughout the Establishment phase, and thereafter for a period of three (3) years from Delivery date for the first Establishment. The Contracting Entity shall have the option to extend the Agreement for further periods of one (1) year at a time. The expected contract duration period is 19 years after Establishment. This estimate is non-binding and subject to change.

9. REQUIREMENTS FOR PAY AND WORKING CONDITIONS

The contract will include requirements for pay and working conditions, documentation and sanctions in accordance with the Regulations on Pay and Working Conditions in the Public Procurement Act section 5e.

10. INTERNATIONAL SANCTIONS – RUSSIAN INVOLVEMENT

Pursuant to section 8n of the Regulations of 15 August 2014 No. 1076 on restrictive measures concerning actions undermining or threatening Ukraine's territorial integrity, sovereignty, independence and stability (the "Ukraine Regulations") (FOR-2014-08-15-1076), the Contracting Entity is required not to enter contracts with legal persons covered by the Ukraine Regulations. Suppliers covered by the Ukraine Regulations will be rejected from the procurement, unless the Contracting Entity is granted permission pursuant to the second paragraph of the Regulations.

Suppliers who are unsure whether they are covered by the Ukraine Regulations are encouraged to contact the Ministry of Foreign Affairs.

The Supplier must submit a self-declaration on Russian involvement, see Appendix 13.

The Contracting Entity may at any time ask the Supplier to provide additional documentation that the Supplier is not covered by the Ukraine Regulations to ensure that the competition is conducted correctly. This may include, but is not limited to, documentation of ownership of the Supplier and subcontractors, the degree of involvement of subcontractors, as well as cooperation relationships with Russian actors.

11. THE COMPETITION PROCESS

11.1. PROCUREMENT SYSTEM

Vy uses the procurement system Artifik to announce and conduct this procurement. To submit a qualification application or a tender in this competition, the Suppliers must use the procurement system. Registration is free, and a complete guide to the solution is found on [Getting Started as a Supplier – Artifik Support](#).

Vy recommends that all Suppliers start registration and all submissions well in advance of deadlines. Applications and Tenders can be sent several times and revised until the deadline. The Contracting Entity will only have access to the application or the tender after the deadline.

For system support, contact Vy at innkjop@vy.no. We also refer to the user manual for Suppliers, which is available on the front page of the Supplier portal.

Under the "Supplier" tab, the Supplier may invite internal contacts to contribute to the design of the response. More information on how to access this functionality can be found on [Team roles vs Organisation roles – Artifik Support](#).

11.2. QUESTIONS, ANSWERS, CORRECTIONS, ADDITIONS OR CHANGES TO THE TENDER DOCUMENTATION

All dialogue with the Contracting Entity during the procurement process shall take place through the Communication tab in the procurement system, unless otherwise authorised by Vy. This also applies to questions and answers regarding the competition. All questions that provide the basis for an answer containing new or changed information will be made available to all Suppliers in an anonymised and/or reworked form through the procurement system.

The Supplier shall review and familiarize itself with all documents comprising the Tender Documentation and are responsible for ensuring that it has obtained and has access to all information relevant to the procurement procedure.

If the Supplier identifies any errors, omissions, ambiguities, inconsistencies, or other deficiencies in the Tender Documentation, the Supplier shall promptly notify the Contracting Authority thereof without undue delay.

In the period up to the deadline for the last revised tender, the Contracting Entity may make non-material corrections, additions, and changes to the tender documents. If the Contracting Entity finds it necessary, the tender submission deadline may be extended as a result of such corrections, additions, or amendments.

Communication regarding this procurement with employees of Vy, outside the formal communication channels in the procurement system or otherwise authorised by Vy, may be regarded as a breach of the procurement rules and may result in exclusion from the procurement process.

11.3. LANGUAGE

All written and oral communication in connection with this competition must be in Norwegian, or English. The language requirement also applies to the tender itself.

11.4. FORMAT FOR SUBMISSION OF THE TENDER

The Suppliers written responses in the tender shall be submitted in Arial font, size 10 pt. The responses shall be submitted in PDF format, unless otherwise specified.

Diagrams, process flows, system architecture illustrations, screenshots, and similar visual materials may be included where they enhance the understanding of the tender or are explicitly required. All figures and illustrations must be legible when viewed in an A4 format and be accompanied by an explanation.

Where the Supplier is requested to provide a description in the respective appendices, an indicative page length is stated as “approx.” for each description. The indicated length is intended as guidance only and does not constitute a strict page limit.

Vy does not want links or referrals to external websites, product catalogues, brochures or marketing material in the tender unless explicitly requested.

11.5. CONFIDENTIALITY AND NON-DISCLOSURE AGREEMENT

During the procurement process, the rules on confidentiality in the Public Administration Act section 13 shall apply accordingly.

Suppliers must protect any confidential information made available in connection with this procurement.

The following documents will be made available to the Supplier through the communication module in Artifika upon receipt of a signed Non-Disclosure Agreement (NDA):

- Appendix 1 – Attachment 5 – Target State Integrations
- Appendix 3 – Customer System Landscape
- Appendix 3 – Attachment 1 – Integrations

To access these documents, the Supplier are required to complete the yellow fields and sign the NDA in Attachment D. The NDA must be signed by a person authorized to act on behalf of the Supplier. The completed NDA must then be submitted through the Communication Portal in Artifika as part of the access request. Following Vy's review and approval of the NDA, the requested documents will be shared with the Supplier without undue delay.

11.6. PUBLIC TRANSPARENCY

The Freedom of Information Act applies to the public's access to documents in a public procurement, cf. section 7-2 of the Utility Regulations.

Tenders and documents are exempt from public access until the contract award has been made, cf. section 23 of the Freedom of Information Act.

After the choice of Supplier has been made, the Contracting Entity and its employees are obliged to prevent others from gaining access to or knowledge of information about technical facilities and procedures or operating and business conditions that would be of competitive importance to keep secret, cf. section 7-3 of the Utility Regulations, cf. section 13 of the Public Administration Act.

The Supplier must submit a version of its final Tender where what the Supplier considers to be of competitive importance to keep secret is redacted. Examples of such confidential information may be personal information, references, information about partners, unit prices, hourly rates, etc. When requesting access, the Contracting Entity must independently assess whether the information regardless is of such nature that the Contracting Entity is obliged to provide access according to the Freedom of Information Act.

11.7. SUPPLIERS' COSTS OF PARTICIPATION IN THE TENDER

Costs incurred by the Supplier in connection with the preparation, submission or follow-up of the tender or the procurement process will not be reimbursed. Participation in this procurement process will not in any way oblige the Contracting Entity to enter into a contract with the Supplier or impose any financial obligations on the Contracting Entity towards the Supplier.

12. QUALIFICATION REQUIREMENTS

12.1. TAX CERTIFICATE FOR TAX AND VAT

Qualification requirement	Documentation requirements
The Supplier must have fulfilled its obligations regarding payment of taxes and employer's national insurance contributions.	• A Norwegian Supplier must present a certificate of tax and VAT from the tax authorities. The certificate must not be older than 6 months from the deadline for submission of requests to participate. • Any outstanding payments concerning taxes or VAT, or other irregularities, must be justified. • A non-Norwegian Supplier must submit sufficient documentation so that they have fulfilled their obligations in the state in which the Supplier is established.

12.2. THE SUPPLIER'S LEGAL POSITION AND ORGANISATION

Qualification requirement	Documentation requirements
The Supplier must be registered in a register of business enterprises, a professional register, or a commercial register in the state in which the Supplier is established.	• Norwegian companies: Certificate of incorporation ("Firmaattest"). • Non-Norwegian companies: Documentation that the company is registered in a register of business enterprises, a professional register or a trade register in the state in which the Supplier is established.

12.3. THE ECONOMIC AND FINANCIAL CAPACITY OF THE SUPPLIER

Qualification requirement	Documentation requirements
The Supplier must have satisfactory economic and financial capacity that enables the Supplier to fulfil its contractual obligations.	• Annual financial statements for the three (3) most recent fiscal years. • Credit rating report issued by a publicly accredited credit rating agency, not older than six (6) months. • An overview of the company structure, including a description of the organisational structure and ownership structure • If applicable; A parent company guarantee, accompanied by documentation of the corporate group's financial standing, including relevant consolidated financial statements

	If the Supplier has objective grounds for not submitting the documentation required by the Contracting Entity, the Supplier may demonstrate its economic and financial capacity by submitting alternative documentation deemed appropriate by the Contracting Entity. An example of an objective reason is that the Supplier is a newly established company.
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12.4. THE SUPPLIER'S RELEVANT EXPERIENCE

Qualification requirement	Documentation requirements
The Supplier must have relevant experience delivering a system solution that covers the six (6) core functionalities across the three (3) time dimensions requested in the OneTrack Solution – cf. Appendix 1 chapter 1.3.1.	The Supplier shall document three (3) references from the past ten (10) years demonstrating the following: (a) Production Planning: One (1) reference shall be within Production Planning (time dimensions: Long-term and Short-term). The reference must be within the passenger railway sector and shall include the following core functionality: • Timetable planning • Rolling stock planning • Crew planning • Crew assignment (b) Transition from Short-Term Planning to Day of Operation: One (1) reference shall document the transition from the time dimension Short-Term Planning to Day of Operation. The reference shall describe how handling of operational data is received and then used on the Day of Operation. The reference must be within the railway sector and shall include the following core functionality: • Crew assignment • Rolling stock dispatching • Crew dispatching • Timetable planning • Crew planning (c) Disruption Management: One (1) reference shall show handling of both planned and operational disruption and re-planning. Time dimension: Short-time and Day of Operation. The reference must be within the passenger railway sector and shall include the following core functionality: • Crew assignment

	• Rolling stock dispatching • Crew dispatching • Crew planning • Timetable planning <i>The references must demonstrate experience with the system solution offered to Vy.</i> <i>A single project may be used to cover all three references.</i> <i>Phased production implementation is accepted, meaning that a reference may include a time gap between delivery of functionality and entry into production.</i> <i>It is not a requirement that the operational environment is active now, but it must have been active in the last 10 years. Each reference must describe that the system's functionalities have been delivered in an operational (production) environment.</i> Responses to this qualification requirement shall be submitted using the template included in <i>Attachment 1 – The Supplier's Relevant Experience</i>.
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12.5. ORGANISATIONAL CAPACITY AND FLEXIBILITY

Qualification requirement	Documentation requirements
The Supplier must demonstrate sufficient personnel capacity and flexibility to fulfil its contractual obligations.	The Supplier must document the following: • Organisational structure, including an overview of roles, competence areas and number of resources. • How the Supplier ensures organisational mobility and flexibility, including the ability to provide additional capacity when needed.

12.6. INFORMATION SECURITY AND PRIVACY

Qualification requirement	Documentation requirements
The Supplier must have an established and documented information security management system (ISMS)	<i>The Supplier must answer both 1. and 2.</i> - Valid ISO/IEC 27001 certification, SOC 2 Type I or Type II report, ISAE 3000 attestation, or equivalent third-party verified documentation. <i>Where certification, attestation or verified documentation is not yet obtained but is in progress, the Supplier shall submit a timeline demonstrating when certification or attestation is expected to be achieved. Valid certification, attestation or verified documentation must be presented prior to the contract award.</i> - Description of the Supplier's ISMS shall be given, hereby especially the elements listed here: - Information security practices at the Supplier, in general, with more in-depth description of how: - cyber and information security risks are identified, assessed, and managed in an effective and systematic manner, for example, by conducting risk and vulnerability assessments. - the Supplier ensures collection, maintenance and availability of auditable evidence demonstrating the effectiveness of its information security controls and processes. - the Supplier ensures that cybersecurity governance is clearly defined and anchored at management level. - end-to-end notification process regarding significant cybersecurity incidents including timeline commitments. - the Supplier covers training of employees and contractors in relevant security policies and best security practices before, during and at termination of employment. - business Continuity, Disaster Recovery, and Crisis Management are implemented, maintained, and regularly tested in the organisation. - the vulnerability management program is established throughout the infrastructure supporting the Services provided, including types of methods

	and tools utilised (e.g. tools for automated detection/remediation of vulnerabilities, SAST, DAST).
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12.7. QUALITY MANAGEMENT SYSTEM

Qualification requirement	Documentation requirements
The Supplier must have an established and documented Quality Management System (QMS), which shall form the basis for the performance of the Agreement.	- The documentation must contain documented processes and procedures covering as a minimum: - The overall structure, governance and responsibilities of the QMS. - Processes for Monitoring, measurement and follow-up of quality performance. - Processes for requirements management and compliance Monitoring. - Processes for product and service delivery, including planning, execution and quality assurance of deliveries. - Processes for after-delivery service management and support. - Processes for management of non-conformances and corrective actions. - Processes for continuous improvement. - Processes for internal audits and management reviews of the QMS, including evaluation of effectiveness and identification of improvement opportunities. - Principles for document and records management. - If the Supplier is certified in accordance with ISO 9001 or an equivalent quality management standard, it is sufficient to submit a copy of a valid certificate.

13. LIMITATION ON THE NUMBERS OF QUALIFIED SUPPLIERS

The Contracting Entity intends to invite between three (3) and six (6) qualified Suppliers to submit tenders, provided that a sufficient number of qualified Suppliers request to participate.

If more than three qualified Suppliers submit a request to participate, the Contracting Entity will select qualified Suppliers based on an evaluation of the references provided under qualification criterion 12.4, "The Supplier's Relevant Experience. This will be considered in the evaluation:

- **Complexity of the reference** (references with cross-border traffic are considered more complex and relevant than non-cross-border traffic).

- **Sector** (references with passenger railway are considered more relevant than railway in general).
- **Regulatory and operational comparability** (References demonstrating experience from regulatory, organisational and operational conditions comparable to those applicable to passenger railway operations in Norway and Sweden are considered more relevant).
- **Date of the reference** (Newer references are considered more relevant than older).
- **Scope relevance** (Delivery of all functionalities in one reference is considered more relevant than fragmented references).

14. GENERAL INFORMATION ABOUT ESPD FORM

It follows from section 12-1 (2) of the Utility Regulations, cf. section 17-1 of the Public Procurement Regulations, that the Supplier must submit the European self-declaration form ("ESPD") together with the request to participate in the competition, as preliminary documentation that the Supplier meets the qualification requirements above, and that there are no grounds for rejection.

The ESPD form is completed in Artifik. The ESPD form may be downloaded in Excel format and distributed to any subcontractor which the Supplier intends to rely on to meet the qualification requirements. Each subcontractor must complete a separate ESPD form, which is to be submitted as part of the Tender.

General information about the self-declaration form can be found on www.anskaffelser.no.

14.1. NATIONAL REASONS FOR REJECTION

The national grounds for rejection in section 20-2 of the Utility Regulations apply for this competition:

- Section 20-2 (2). This provision states that the Contracting Entity may reject a Supplier when it is aware that the Supplier has been finally convicted or has accepted a penalty notice for specified criminal offences. The ground for rejection which allows for the Contracting Entity to reject Suppliers who have accepted a penalty notice for the specified criminal offences is specific to Norwegian procurement law.
- Section 20-2 (3) letter i). The ground for rejection in the ESPD form only applies to serious errors in the practice of the profession, while the Norwegian reason for rejection also includes other serious errors that may lead to doubts about the Supplier's professional integrity.

14.2. OVERALL DECLARATION IN THE ESPD FORM

In this competition, the Supplier may provide an overall declaration in Part IV of the ESPD form that the Supplier fulfils all the qualification requirements set out in this tender documentation.

15. SUPPORT FROM SUB-CONTRACTORS

The Supplier may rely on sub-contractors to meet the requirements for financial position and/or technical and professional qualifications. In such cases, the Supplier must document that it has

access to these resources, by submitting a declaration of commitment in line with the template in Attachment B.

In addition, documentation demonstrating the qualifications of the relevant supporting enterprise(s) must be provided, to the extent required to satisfy the qualification requirement(s) for which the supporting enterprise is relied upon.

For sub-contractors on which the Supplier relies, separate and signed self-declaration forms (ESPDs) must also be submitted. This applies regardless of the legal nature of the connection between the enterprises, i.e. the supporting enterprises may be the Supplier's parent company, another enterprise in the same group, a partner or similar.

If the Supplier relies on sub-contractors to meet the requirements for economic and financial position, the Contracting Entity requires that they are jointly and severally liable for the performance of the Agreement. This must be stated in the declaration of commitment.

If the Supplier relies on sub-contractors to meet the requirements for the Supplier's technical and professional qualifications, these enterprises shall carry out the work that requires such qualifications. This must be stated in the declaration of commitment that the Supplier assumes responsibility for these tasks.

16. BANK GUARANTEE

The Supplier awarded the Contract shall provide a bank guarantee issued by a reputable financial institution as a condition precedent to contract signature. The purpose of the bank guarantee is to provide financial security for the Contracting Entity in the event of material breach of contract.

The bank guarantee shall:

- be valid to Delivery date for the first Establishment for the OneTrack Solution
- be payable on first written demand by the Customer, subject to the terms of the guarantee;
- have a guaranteed amount corresponding to 5% of the total Target Price for the Establishment set out in Appendix 7A – Price Form.

17. SUBMISSION AND PROCESSING OF THE REQUEST TO PARTICIPATE IN THE COMPETITION (QUALIFICATION)

Document overview for the request to participate in the competition:

Document	Answer format
Cover letter for the request to participate	Attachment A
Declaration of commitment, cf. Chapter 15 <i>If applicable</i>	Attachment B
Documentation requirements for the qualification	Documents as described in chapter 12
ESPD form	Answered electronically in the Artifik (Tender management system)
Self-declaration Russian involvement in public procurement	Appendix 13

Table 2: Document overview for the request to participate

18. SUPPLIER REJECTION

Suppliers who do not meet the qualification requirements will be rejected. The same applies if there are other mandatory grounds for rejection, for example if it follows from laws or regulations that a contract cannot be awarded to the Supplier, as discussed in section on International sanctions – Russian involvement. Other rules regarding rejection follow from section 20-2 of the Utility Regulations, cf. Chapter 14.1.

The deadline for applying for an interim injunction against the Contracting Entity's decision to reject a request to participate in the competition is 15 days from the day after the Contracting Entity sends a notification pursuant to section 20-10, third paragraph of the Utility Regulations or section 12-7, fourth paragraph of the Utility Regulations.

19. SUBMISSION AND PROCESSING OF TENDERS

19.1. SUBMISSION OF TENDERS

The Tender must be submitted electronically in Artifik. Tenders received after the tender deadline will be rejected.

The Tender shall be valid until the date specified in chapter 6 above.

19.2. REQUIRED STRUCTURE AND FORMAT OF THE TENDER

The Tender must include the following:

Type of information	Answer format
Tender letter	Attachment L
Subcontractors <i>If applicable</i>	Attachment H
Tender	Documents and completed appendices specified in chapter 19 and 21 and in the relevant tender documents
Reservations/deviations <i>If applicable</i>	Appendix E
Include any applicable Standard Terms and conditions governing the proposed Cloud Services. This Appendix shall only contain terms imposed by third parties and outside the Supplier and/or Cloud Service Providers control or ability to influence. The Supplier shall specify whether the Customer or the Supplier will be the contracting party towards the Cloud Service Provider.	Appendix 10

Table 3: Document overview and structure for The Tender

Documentation must be uploaded as PDF files unless another format is specified. Price sheets should be uploaded as an Excel file.

19.3. PARTIAL TENDER

It is not possible to submit a tender for parts of the assignment.

19.4. PARALLEL AND ALTERNATIVE TENDERS

Vy does not accept parallel tenders. Parallel tender means several tenders from the same Supplier that fully meet the requirements specified in the requirements specification.

The Contracting Entity does not accept alternative tenders. Alternative tender means a tender that describes a solution other than the one described in the tender documents.

19.5. DEVIATIONS AND RESERVATIONS

Vy encourages the Suppliers not to make reservations/deviations from the tender documents.

If the Supplier nevertheless sees a need to make reservations/deviations, this must be clearly stated in Appendix E. All deviations and reservations must be described precisely and

unambiguously, and it must be clear what the deviation concerns. The Supplier should price the significance of the individual deviation for the price Tendered. The Contracting Entity is not bound by the Supplier's assessment on this point but makes its own independent assessment of the effect of the deviation on the tender price.

19.6. REJECTION DUE TO THE CONTENT OF THE TENDER

Rules on rejection of tenders mainly follow from sections 20-1, 20-8 and 20-9 of the Utility Regulations.

The Contracting Entity is obliged to reject final tenders that contain significant deviations from the tender documents, cf. section 20-8 b of the Utility Regulations.

20. CONDUCT OF NEGOTIATIONS

The competition is conducted as a competition with negotiation in phases with several negotiation rounds. Negotiations in phases means that the Suppliers must be prepared for the Contracting Entity to reduce the number of Suppliers negotiated during the negotiations.

A reduction in the number of tenders will take place based on an evaluation of the tenders against the award criteria in chapter 21.2. The reduction of tenders will depend on the competitive situation, so it is not certain beforehand how many tenders may be phased out between the rounds. The Contracting Entity reserves the right to reduce the number of tenders before the first round of negotiations.

The Suppliers may, within the limits set out in the Utility Regulations, be asked for additional information if this is deemed necessary. The Contracting Entity's need for additional information and/or clarifications will be notified in writing.

The Contracting Entity may negotiate all aspects of the tenders, including commercial terms, price and technical specifications. If the negotiations lead to a change in the tender, the changes must be documented in writing in a revised tender from the Supplier.

The negotiations shall take place in accordance with the basic principles of the procurement regulations, e.g. equal treatment and predictability.

21. REQUIREMENTS AND AWARD CRITERIA

21.1. ABOUT THE REQUIREMENTS SPECIFICATION

The Requirement Specification consists of requirements, structured in the listed appendices:

Requirements	Appendices
Technical requirements	Appendix 1 – Attachment 1
Functional requirements	Appendix 1 – Attachment 2
Overall Solution requirements	Appendix 2
Requirements related to Establishment	Appendix 4 – Attachment 1
Service Level Agreement requirements	Appendix 5
Administrative requirements, related to the Management Phase	Appendix 6
Requirements related to Price	Appendix 7

Table 4: Document overview of the requirements specification

The requirements are categorised into the following three (3) type of requirements:

- 1) **Mandatory requirements:** Requirements that are mandatory for the Supplier to meet. Any deviations from “Mandatory requirements” will automatically result in rejection of the tender, without any further assessment of the significance of the deviation.
- 2) **Must requirements:** The Supplier must comply with all “Must requirements”. Failure to meet one or more “Must requirements” will, generally, result in rejection of the tender. Vy reserves the right to carry out an overall assessment of the materiality of the deviation.
- 3) **Should requirements:** High-priority requirements that are important, but not critical. These requirements add significant value to the Solution.

The only mandatory requirements in this procurement are those explicitly categorised as the requirement type “**Mandatory requirement**” in *Appendix 1 – Attachment 1: Technical Requirements* and *Appendix 1 – Attachment 2: Functional Requirements*.

“Mandatory requirements” and “Must requirements” will not be subject to evaluation against the award criteria.

“Should requirements” will be considered in the evaluation of tenders in accordance with the award criteria set out in chapter 21.2. The use of the term “Should” in the formulation of these requirements is relevant solely for the purposes of the procurement procedure.

Upon contract award, all requirements categorised as “should-requirements” that have been confirmed by the Supplier (response code “Yes”) shall be deemed to form part of the contractually agreed delivery, irrespective of the linguistic formulation of the relevant requirement.

21.2. AWARD CRITERIA

The contract is awarded to the Supplier who, in the Contracting Entity's opinion, has delivered the best ratio between price and quality, based on the award criteria. The award criteria and their respective weighting are set out in the table below. For more detailed information on the evaluation, see chapter 21.4.

Award criteria	Weight	Documentation requirements
Price Total Price for Establishment and Management	30 %	Appendix 7 Attachment 7A - Price Form Additional information in chapter 21.4.1.
Quality of the Solution hereunder the following two sub-criteria (with weight): <u>35 % - Functional Quality</u> 32% - Operational effective and user-centric functional solution - Efficient and reliable long- and short-term planning - Efficient and reliable real-time dispatching - Degree of integrated cross-domain planning, automation and governance - Reliable quality of data, payroll, workforce and absence management - User-friendliness and accessibility - Reliable functionality for scenario management and optimisation <i>The 6 topics are listed by priority from highest to lowest.</i> 3% - Overall Solution alignment	50 %	Appendix 2. The evaluation of this criterion will initially be based on the Suppliers written proposal and responses in Appendix 2. For Suppliers invited to negotiations, a live demonstration of four selected functional areas, as described in chapter 21.3, will be conducted. Appendix 2, chapter 2.1.

<u>15% - Technical Quality</u> • 10% - Overall technical maturity for ○ Product and Extensibility ○ Operations and reliability ○ Data ○ Security ○ Integrations • 5% - Secure and reliable technical solution for ○ Traceability ○ Technical Platform ○ Identity Management ○ Supplier and Data Management		
Establishment and Management Hereunder the following three sub-criteria (with weight): <u>12 % - Establishment</u> ○ The Suppliers understanding of the assignment, the project complexity, scope and risk ○ Realistic and robust plans for the Establishment ○ Feasibility and effectiveness of the approach to project enablement and training ○ Clarity, maturity and robustness of the QA governance and test approach ○ Competence and relevant experience of the key project resources and a suitable composition of resources for the Establishment ○ Effective governance and collaboration based on recognised methodology ○ Flexibility and ability to manage change and mitigate risk	20 %	• Appendix 4 – Attachment 1 • Appendix 4 – Attachment 2 • Appendix 4 – Attachment 3

<u>4 % - Management</u> ○ The robustness and effectiveness of the Suppliers proposed service management, governance and collaboration model <u>4 % - Service Level Agreement, Payment Terms and Standard Terms</u> ○ The quality and suitability of the proposed SLA, hereunder the model for financial compensation ○ The overall balance of rights, obligations and risk allocation in Standard Terms between the Supplier and Vy, including Customer data rights, termination flexibility, liability provisions and legal jurisdiction ○ The overall suitability of the license model	• Appendix 6 • Topics related to Management in Appendix 10 (<i>if applicable</i>) • Appendix 5 • Appendix 7, chapter 7.2 • Appendix 10 <i>If there is content in Appendix 10 that are related to Management, this will be evaluated under the sub-criteria "Management"</i>
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21.3. PLAN FOR CONDUCTING LIVE DEMONSTRATION OF THE SOLUTION

Vy plans to arrange a structured live demonstration in the negotiating phase, covering the four defined areas outlined in *Appendix 1 – Attachment 3 – Demonstration of Functional Areas*.

The demonstration phase is planned to be carried out in two parts:

- Part 1: Pre-Demonstration
- Part 2: Live Demonstration

21.3.1. Part 1: Pre-Demonstration

The pre-demonstration consists of activities required to prepare for an effective and structured demonstration.

Vy will provide necessary information, including the timeline for the joint demo session, detailed technical information, along with a set of predefined user roles that represent typical end users and administration roles.

For each of the four defined areas to be demonstrated, Suppliers must submit a description covering the following elements:

- Area/process overview
- Steps to be demonstrated
- Roles involved in the process
- Data assumptions or data samples used

- Expected outcomes
- Declare format for the four (4) areas
 - What can be demonstrated in a live environment
 - What must be demonstrated using video
 - What areas can only be presented as mock-ups or conceptual explanations
 - What areas are part of the product roadmap and not yet implemented
- Declaration of any other relevant limitations

21.3.2. Part 2: Live Demonstration

In part 2, the live demonstration of the four defined areas outlined in *Appendix 1 – Attachment 3 – Demonstration of Functional Areas*, will be held for Vy. The demonstration shall be held on-site at Vy's head office in Oslo, unless a digital demo is agreed upon.

Each supplier will have three (3) Business days for the demonstrations. During these days the Supplier will demonstrate the four defined areas within their solution for an evaluation team. The demo sessions will be timeboxed based on scenarios within each area that will be demonstrated. There will be interactive Q&A during the demonstration for clarification on what is being demonstrated, but for the continuity of the demonstration there will also be time after each scenario demonstrated for questions.

The sessions may be recorded.

Conducting Demonstrations

Demonstrations of live, working software should be used whenever possible and not prototypes, as this provides the most representative view of the solution offered. Videos and presentations should only be used where live demonstrations are not feasible, or as supplementary material to clarify complex functionality.

Suppliers are responsible for:

- Setting up a dedicated demonstration environment for Vy
- Creating or loading relevant test data
- Ensuring the environment includes required user roles
- Ensuring stability and availability of the environment during demonstration

21.4. EVALUATION

The evaluation will be based on the award criteria set out in chapter 21.2. A score will be assigned, where 10 is the highest and 0 is the lowest. The score is weighted in accordance with the specific weighting for the award criteria. The tender that offers the best balance between price and quality will achieve the highest total score (the sum of the tender's weighted score).

21.4.1. Evaluation of the award criterion "Price"

The Price criterion will be evaluated based on the Supplier's total price for the Establishment and Management of the Solution throughout the Agreement period. The specific price elements included in the evaluation are described in Appendix 7A – Price Form.

For evaluation purposes, Vy will calculate the net present value (NPV) of prices stated in Appendix 7A – Price Form for a fixed evaluation period consisting of the Establishment Phase

and 19 years of Management. The resulting NPV will form the basis for the price evaluation. The NPV calculation will be based on a discount rate of 3 %.

For evaluation of Additional Services described in Appendix 6, chapter 6.2.6, an estimated volume of 2000 hours will apply.

The estimated hours will be allocated across the relevant roles according to the priority order specified by the Contracting Entity. The roles Developer, Technical Expert, System Expert, Test Resource, and Project Manager are expected to constitute the largest share of the annual development volume and will therefore have higher weighting in the price evaluation. The hourly rates offered in Appendix 7 will apply for the related roles.

The simulated volumes are used solely for evaluation purposes and do not constitute a commitment to purchase any specific number of hours under the contract.

Integration and Data Conversion Services will be evaluated based on the Supplier's estimated effort and cost submitted as part of the Tender. The estimate is expected to reflect the Supplier's assessment of the anticipated scope and level of effort, considering the information provided in the tender documentation. Following contract award, the estimate will be subject to validation and further refinement as part of the planning and establishment activities.

Vy will apply a hybrid price evaluation model combining linear and proportional price assessment. Up to the predefined breakpoint equal to 85% deviation from the lowest price, prices will be evaluated using a linear model. For prices exceeding the breakpoint, a proportional model will be applied.

The tender with the lowest total price will be awarded 10 points. Other tenders will be scored according to the following formulas:

Linear Price Model (applies up to the breakpoint): $Score = 10 - 10 \times \frac{(P_e - P_b)}{P_b}$

Proportional model (applies above the breakpoint): $Score = S_{break} \times \frac{P_b \times (1 + breakpoint)}{P_e}$

Where:

S_{break} = the score at the breakpoint

Breakpoint = the predefined percentage deviation from the lowest price, here: 0.85

P_e = the evaluated tender price

P_b = the lowest tender price

Pricing Elements excluded from evaluation

Not all prices provided by the Supplier will be subject to evaluation. The following pricing elements are excluded from the price evaluation:

- Travel expenses
- Voluntary option "Rail Replacement Bus Planning" described in Section 4.2

- Prices set out in the Service Catalogue (Appendix 7)

21.4.2. Evaluation of the award criterion “Quality of the Solution”

Functional Quality consists of the following:

1. The overall solution alignment

The overall solution alignment will be evaluated based on the Suppliers response in Appendix 2, chapter 2.1.

2. Operational effective and user-centric functional solution

The operational effectiveness and user-centric functional solution will be evaluated based on the Should requirements in Appendix 1 - Attachment 2. Vy will evaluate:

- Efficient and reliable long- and short-term planning
- Efficient and reliable real-time dispatching
- Degree of integrated cross-domain planning, automation and governance
- Reliable quality of data, payroll, workforce and absence management
- User-friendliness and accessibility
- Reliable functionality for scenario management and optimisation

Technical Quality consists of the following:

1. Overall technical maturity

Selected requirements in Appendix 1 - Attachment 1 will be subject to a maturity assessment. Vy will assess each Supplier’s technical and product maturity across architecture, integration, security, data management, operations and product extensibility.

Vy will assess how consistently and systematically the Supplier designs, builds, operates, and evolves their solution, in addition to what features exist today.

2. Technical evaluation requirements

Vy will assess how well each Supplier offer a well-integrated, configurable, and standards-based approach to identity management, traceability, auditability, operational governance, interoperability, and lifecycle management. The Solution should minimise administrative effort, support automation, and align with recognised industry standards and best practices.

Assessment will be based on documented and verifiable capabilities showing how the Supplier’s solution meets the Should requirements in Appendix 1 - Attachment 1 in each category:

- Traceability - Vy will assess how well offers have comprehensive, secure, and operationally effective traceability and audit logging capabilities.
- Technical Platform - Vy will assess how well offers provide strong interoperability, flexible mobile platform support, effective business rule governance, standards compliance, and responsive user experience.
- Identity Management - Vy will assess how well offers provide centralised, standards-based, and secure identity management with strong support for automation.
- Supplier and Data Management - Vy will assess how well offers provide configurable retention policies, robust data segregation, and efficient support for isolated parallel operations.

21.4.3. Evaluation of the award criterion “Establishment and Management”

Establishment:

The evaluation will be based on the Supplier’s responses in Appendix 4 – Attachment 1, Appendix 4 – Attachment 2, and Appendix 4 – Attachment 3.

Vy will assess how well each Supplier demonstrates a realistic, and robust approach to the Establishment, including their understanding of the assignment, project complexity, scope and risks.

Management:

The assessment will be based on the Supplier’s responses in Appendix 6 and the topics related to Management in Appendix 10 (where applicable), with emphasis suitability of the proposed approach throughout the Agreement period.

Vy will assess how well each Supplier demonstrates a robust and effective service management, governance, and collaboration model.

Service Level Agreement, Payment Terms and Standard Terms:

The assessment will be based on the Supplier’s responses in Appendix 5, Appendix 7, and Appendix 10.

Vy will assess the quality and suitability of the Supplier’s proposed Service Level Agreement, including the commercial appropriateness of the model for financial compensation. The assessment will consider the overall balance of rights, obligations, and risk allocation between the Supplier and Vy, including provisions related to Customer data rights, Termination flexibility, liability, and legal jurisdiction, as well as the suitability of the licencing model in Appendix 7, chapter 7.2.

21.5. EXEMPTION FROM THE OBLIGATION TO USE “ENVIRONMENT” AS AN AWARD CRITERION

Justification for applying the exception from the obligation to use environment as an award criterion of 30 % or combining such award criterion with environmental requirements in the tender specification, pursuant to section 7-9 (3) of the Utility Regulations:

The nature of this procurement is a cloud-based Software-as-a-Service (SaaS) solution together with the associated licences. In addition, a significant part of the procurement concerns the Supplier's Services relating to the Establishment and Management of the OneTrack Solution. Accordingly, the procurement is primarily a service procurement in which the Customer acquires Services delivered by the Supplier.

Vy considers that neither the characteristics of the software solution itself nor the human resources required in connection with the procurement are associated with any material climate impact or environmental impact. The Customer will obtain access to the software as a Cloud Service that already exists within a shared digital infrastructure used by multiple Customers. Although a new Customer may necessitate some scaling of server capacity, this would normally take place within existing infrastructure and would not require significant investments in new hardware or the expansion of the underlying infrastructure by the Supplier. Consequently,

procurements of this nature give rise to only a limited number of additional emissions associated with the underlying technical infrastructure.

When taking the supply chain into account, Vy acknowledges that potential climate and environmental impacts may arise from the operation of the data centres supporting the Cloud Service. However, at present there is only a limited ability to measure or attribute the energy consumption of a shared data centre to an individual customer where multiple customers utilise the same underlying infrastructure. As a result, it is also difficult to identify or quantify the environmental impact attributable to a particular customer. Furthermore, the Supplier has only limited influence over such energy consumption. Consequently, Vy considers it inappropriate to evaluate Suppliers on this basis or to impose requirements relating to such matters in the tender specification.

On this basis, Vy considers the procurement of the OneTrack Solution, by its nature, to have an insignificant climate and environmental impact and therefore to fall within the exemption set out in section 7-9 (3) of the Utility Regulations.

22. SUPPLIER APPROVAL PROCESS

The Supplier identified for contract award shall undergo a Supplier approval process prior to contract signature.

The purpose of the assessment is to verify the Supplier's compliance with requirements relating to railway safety, security, and information security. The assessment may include, but is not limited to, verification of:

- Safety management systems and governance arrangements.
- Risk management processes.
- Competence and training management.
- Incident, deviation and corrective action management.
- Physical security and access control
- Information security measures.
- Emergency preparedness and response procedures.
- Documentation, traceability and change management processes.

The supplier shall provide the information required to complete the approval assessment.

23. END OF THE COMPETITION

23.1. NOTIFICATION, STAND STILL PERIOD AND CONCLUSION OF THE CONTRACT

Before entering into the Agreement, the Contracting Entity will inform all Suppliers who have submitted tenders in writing and at the same time of its award decision.

The notification will contain a reason for the choice and specify the stand-still period from the contract award is announced until the contract is planned to be signed.

If the Contracting Entity finds that the award decision is in violation of the procurement regulations, the award decision may be annulled by the Contracting Entity before the contract has been concluded, meaning when both parties have signed the contract.

23.2. CANCELLATION

The Contracting Entity reserves the right to cancel the competition. The Contracting Entity will provide participants in the competition with a brief written justification in the event of cancellation of the competition.