

	<b>Nordisk Sikkerhet AS (NS)</b>
	<b>Ref.: Avtale nr. 741, 07/07/2015</b>
	<b>Project title: "Three fixed radiation portal monitors for FSUE "Atomflot"</b>

## **Invitation to tender**

Procurement of Equipment and Subsequent Instructional Training Sessions for Employees of the FSUE "Atomflot"

### **Open Tender**

#### **Tender submission deadline**

**22.01.2016**

**At 12.00 noon Oslo time (CET)**

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## 1. THE CONTRACTING AUTHORITY

### 1.1. Information about the Contracting Authority

The Contracting Authority is the Nordisk Sikkerhet AS (NS) <http://www.nordisksikkerhet.no>. Pavel Tishakov, Founder and project manager NS (email: [pavel.tishakov@nordisksikkerhet.no](mailto:pavel.tishakov@nordisksikkerhet.no)). Visiting address: Lommedalsveine 182, 1353 Baerums Verk, Norway. Postal address: Lommedalsveine 182, 1353 Baerums Verk, Norway.

NS is an international project management, consultancy, and research organization in Norway specializing in chemical, biological, radiological, and nuclear matters. NS is authorized by the Norwegian Government to implement a project called "Three fixed radiation portal monitors (RPMs) for Federal State Unitary Enterprise "Atomflot" (FSUE "Atomflot") based in the city of Murmansk, Russia (Avtale nr. 741, 07/07/2015). The project is implemented within the framework of the Norwegian Government "Action plan for nuclear activities and the environment in northern areas 2013-2017".

Before preparing your tender, you are kindly requested to attentively read the tender documents.

No pre-tender meeting or site visit shall take place during this tender.

### 1.2. Contact information

*Contact person:*

Julia Korshunova, Project Manager  
Email: [julia.korshunova@nordisksikkerhet.no](mailto:julia.korshunova@nordisksikkerhet.no)

Any contact between the Contracting Authority and a Tenderer shall be in writing in English. The reference no. 741, 07/07/2015 shall be used.

*Postal address:*

Nordisk Sikkerhet AS  
Lommedalsveine 182, 1353 Baerums Verk, Norway.

## 2. THE PROCUREMENT

### 2.1. Background

NS (hereinafter referred to as the Contracting Authority) intends, for purpose of Project no. 741, 07/07/2015, which is being implemented jointly with FSUE "Atomflot" (hereinafter referred to as the Recipient), to procure radiation-detection equipment and services described in these tender documents and hereby invites you as a potential supplier to submit your tender. Hereby, the Contract shall be concluded between the three Parties:

Contracting Authority: Nordisk Sikkerhet AS (NS)  
Recipient: FSUE "Atomflot"  
Contractor: \_\_\_\_\_

The successful Tenderer shall be awarded a Turnkey Contract that is provided in the Annex "Tentative contract form".

## **2.2. Contract subject**

The scope of the Contract includes: disassemble and dispose of existing portal monitors, manufacture, test, deliver, unload, commission, including installation, start-up and adjustment, site-acceptance test of the purchased equipment, including supply of its spare parts and consumables, provide warranty service, as well as equip operator's workplace and provide on-spot training for the FSUE "Atomflot" personnel.

## **2.3. Origin of goods to be supplied**

All supplies and equipment shall be manufactured in one or more of the following countries: the Russian Federation, CIS member states, EU/EEA member states, Canada, Australia, New Zealand, Japan, South Korea, and/or the United States of America.

## **2.4. Lot description**

- Railroad radiation portal monitor
- Vehicle radiation portal monitor
- Pedestrian radiation portal monitor
- Operator's workplace equipment and software
- Commissioning of the equipment
- On-spot training for FSUE "Atomflot" personnel
- Warranty service

The detailed information regarding both technical and service requirements applied to this tender are given in the Annex "Specification".

## **2.5. Spare parts and consumables**

Necessary spare parts and/or consumables for use must accompany the supplies over the period specified in the technical specifications. The unit price/overall price of spare parts will not influence the evaluation of the tenders, except where they vary substantially between the tenders received. Tenderers based on their professional experience and the expected places of use must draw up lists of spare parts; they must show the unit prices of the parts, calculated as specified by the format given in the Annex "Tender Form". Contracting Authority reserves the right to alter the list of spare parts; any changes will appear in the contract.

## **2.6. Place of delivery of goods and services**

The supplies shall be DDP<sup>1</sup> delivered and unloaded to the FSUE "Atomflot" warehouse. On-spot training for FSUE "Atomflot" personnel shall be conducted at the FSUE "Atomflot" area (Murmansk, Russia).

## **2.7. Scope of supply**

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<sup>1</sup> DDP (Delivery Duty Paid) – Incoterms 2010 International Chamber of Commerce

The Contracting Authority reserves the right to vary (either reduce or increase) the quantity of the goods to be supplied under the scope of the Contract after the evaluation of tenders and prior to award of the contract. Where such modification is made, it shall not exceed the greatest of 10% of the original quantity or one item. The unit price used in the tender shall be applicable to the quantities procured under the variation.

## 2.8. Contract

The tentative Contract is given in the Annex “Tentative contract form” of these tender documents. The period of Contract implementation is one hundred and twenty (120) calendar days.

## 3. ADMINISTRATIVE PROVISIONS

### 3.1. Language

These tender documents are in English.

The tender and documents related to it shall be made and submitted in English.

If any original documents, e.g. official certificates, only are obtainable in another language than English or Russian, such documents shall be submitted accompanied by an English or Russian translation.

### 3.2. Content of tender documents

This tender package comprises the following documents:

1	Procurement notice	Available
2	Invitation to tender	Available
3	Annex “Tentative tender schedule”	Available
4	Annex “Specifications”	Available
5	Annex “Tenderer’s questionnaire”	Available
6	Annex “Letter of tender”	Available
7	Annex “Tender form”	Available
8	Annex “Pre-financing guarantee”	Available
9	Annex “Performance guarantee”	Available
10	Annex “Letter of acceptance”	Available
11	Annex “Tender checklist”	Available
12	Annex “Tentative contract form”	Available

### 3.3. Tentative tender schedule

Activity	Dates	Note
Invitation to tender issued	21.12.2015	
Deadline for submission of tenders	22.01.2016	12.00 Oslo time (CET)
Notification of award	01.02.2016	
Standstill period	02-10.02.2016	

The detailed tender schedule is given in the Annex "Tentative tender schedule" to these tender documents.

### **3.4. Questions**

Any contact between the Contracting Authority and a Tenderer shall be in writing in English. The reference no. 741, 07/07/2015 shall be used.

Any enquiries regarding this tender shall be sent by email to the NS's contact person in writing up to 14 days before the deadline for submission of tenders.

Questions and answers will be made available to all Tenderers in anonymous form, cf. section 3.3.

### **3.5. Tender updates**

Any corrections, additions or alterations of the tender documents, as well as questions and answers in anonymous form, will be announced at <http://www.nordisksikkerhet.no>

Discovery of errors in the tender documents should be conveyed in writing to the NS's contact person.

The Contracting Authority may prior to the tender submission deadline make non-material corrections, supplementations or alterations to the tender documents.

The Contracting Authority shall extend the tender submission deadline if such changes are made so close to the deadline that the Tenderers do not have reasonable time to take the changes into consideration before the submission deadline.

### **3.6. Tender costs**

The Contracting Authority is not liable for, and will not reimburse any costs any Tenderer incurs in connection with the Tenderer's participation in this tender.

### **3.7. Currency**

Tender prices shall be quoted in Norwegian Krone (NOK)  
Payments under the Contract shall be made in NOK.

### **3.8. Return of tenders**

The Contracting Authority will not return submitted tenders.

### **3.9. Conflicts of interest**

Tenderers are required to declare any potential conflicts of interest. This covers any kinds of conflict of interests, e.g. related to the organization, ownership and management and work being undertaken.

### **3.10. Opening of tenders**

There will not be a public opening of tender. The Contracting Authority will open the submitted tenders after the submission deadline.

### **3.11. Public transparency**

Public access to submitted tenders and other information related to this tender is governed by the Norwegian Freedom of Information Act "Offentlegova" of 19. May 2006 no 16 and the Freedom of Information regulation (FOR-2008-10-17-1119).

Basically, all information related to the tender is publicly available after the tender submission deadline. However, the public will not have access to confidential information, e.g. trade secrets.

### **3.12. Confidential information**

The Contracting Authority and any person working for the Contracting Authority shall keep confidential information s/he gets knowledge of, in relation to the contract, provided such information relates to technical devices, utilities, technical knowhow and trade secrets that it is of importance to the relevant entity's competition situation to keep confidential.

## **4. COMPETITION PROVISIONS**

### **4.1. Legal framework**

The legal framework applicable to this tender has its own specifics. The Grant Agreement between NS and the Norwegian Government requires compliance with Norwegian legislation in this area. However, FSUE "Atomflot" is a state enterprise of the Russian Federation, which is obliged to comply with Russian legislation regarding procurement in order to ensure compliance with all technical standards and state standards applicable to the purchased equipment.

In order to meet both Norwegian and Russian legislation regarding procurement, as well as to ensure public access to information for all participants in the tender, this tender procedure developed in the legal framework of both countries.

### **4.2. Norwegian regulatory documents**

The competition will be conducted according to the Norwegian Public Procurement Act (Lov om offentlige anskaffelser av 16.07.99 nr. 69) and Norwegian Regulation on Public Procurement Part I and III (Forskrift om offentlige anskaffelser, FOR-2006-04-07-402, hereafter FOA) and the provisions set out in the tender documents.

The above mentioned Act and Regulation are based on Directive 2004/18/EC of the European Parliament and of the Council of 31 March 2004 on the coordination of procedures for the award of public supply contracts.

Procurement/Suppliers selection process according to Norwegian Regulations (Summary of the Norwegian e-procurement initiative):

<http://www.anskaffelser.no/e-procurement/guides/contracting-authorities-guide>



### **4.3. Russian regulatory documents**

The supplies should be manufactured and certified in accordance with the following technical regulations of the Russian Federation:

- GOST R 51635-2000 "Radiation monitors of nuclear materials. General technical conditions"
- GOST R 12.2.091-2012 (IEC 61010-1: 2001) "Safety of electrical equipment for measurement, control and laboratory use"
- GOST 2.114-95 «Unified system for structural documentation. Technical conditions"
- SanPin 2.6.1. 2523-09 "Radiation Safety Standards» (NRB-99/2009 "Normy Radiatsionnoy Bezopasnosti")
- SanPin 2.6.1.2800-10 «Hygienic requirements for limiting public exposure due to sources of ionizing radiation"
- SanPin 2.2.4. 1191-03 "Physical factors of the production environment. Electromagnetic fields in the working environment"
- License to manufacture equipment for nuclear facilities, radiation sources, nuclear materials and radioactive substances storage site, radioactive waste storage facilities or equivalent sites, issued by the Federal Service for Environmental, Technological and Nuclear Supervision of the Russian Federation (Rostekhnadzor) (in case of the supplies originating from the Russian Federation)

### **4.4. Eligibility to tender**

This tender is open to all legal entities established in the countries mentioned in the section 2.3.

To be eligible for participation in this tender, Tenderers must prove to the satisfaction of the Contracting Authority and the Recipient that they comply with the necessary legal, technical and financial requirements and have the means to carry out the Contract effectively.

Each Tenderer may submit only one tender independently or may participate only in one joint venture or consortium as a partner.

### **4.5. Type of procedure**

The tender will be conducted as an open procedure.

### **4.6. Variants**

Tenderers may not submit variants (alternative tenders).

### **4.7. Tender's period of validity**

Submitted tenders shall be valid one hundred and twenty (120) calendar days from tender submission deadline.

The Contact Authority may ask the Tenderers to extend the validity period for thirty (30) calendar days.

### **4.8. Tender submission deadline**

Tenders must be delivered to and received by the Contracting Authority on 22.01.2016 12.00 Oslo time (CET) at the latest. The tender shall be complete and include all documentation required by the Contracting Authority. Incomplete tenders will be rejected.

A tender is delivered to and received by the Contracting Authority when:

- Handed over to the Contracting Authority's personel at the Contracting Authority's visiting address:  
Lommedalsveien 182,  
1353 Baerums Verk, Norway

or

- Arrived at the Contracting Authority's postal address:  
Lommedalsveien 182,  
1353 Baerums Verk, Norway.

Late tenders will be rejected. The deadline is absolute and the reason for a tender being late is irrelevant.

#### **4.9. Negotiations and Amendments to submitted tenders**

The open procedure does not allow for negotiations at any time.

A Tenderer may withdraw a submitted tender prior to the submission deadline and may submit a new revised tender – prior to the submission deadline.

After the submission deadline, the Contracting Authority may contact the Tenderer to clarify certain aspects of the tender, provided the reason for the need to clarify the tender is not of such a nature that the tender shall be rejected.

#### **4.10. Tenders containing deviations or reservations**

Any reservations or deviations from any requirements, provisions or specifications in any of the procurement documents shall be clearly and expressly stated in the tender. Any reservations or deviations shall be described in such a way that the Contracting Authority is able to assess the deviation without contacting the Tenderer.

Tenders found to be technically compliant shall be checked for any arithmetical errors in computation and summation. Errors will be corrected by the Contracting Authority as follows:

- Where there is a discrepancy between amounts in figures and words, the amount in words will be the amount taken into account
- Where there is a discrepancy between a unit price and the total amount derived from the multiplication of the unit price and the quantity, the unit price as quoted will be the price taken into account

Amounts corrected in this way will be binding on the Tenderer. If the Tenderer does not accept them, its tender will be rejected.

#### **4.11. Tender structure and format**

##### **4.11.1. Tender format**

The original tender made in accordance with the required tender documents shall be typed or written in indelible ink and shall be signed by the Tenderer or a person(s) duly authorized to sign on behalf of the Tenderer.

The tenders shall be delivered in a binder separated into sections in accordance with the structure described in section 4.11.2.

Documents shall not be stapled together or otherwise attached to each other.

The tenders shall also be delivered in pdf-format on a USB memory stick. Each document shall be saved as a separate file and named in accordance with the structure

described in section 4.11.2; e.g. "A1 - Tender form.pdf", "B2 - Tenderer's questionnaire.pdf".

The binder and the USB-stick shall be enclosed in a non-transparent, neutral and sealed envelope or package.

The envelope or package shall, in addition to the address, be marked:

**Tender - ref. Avtale nr. 741, 07/07/2015**  
**Attn. Pavel Tishakov**  
**Only to be opened by the addressee**

#### 4.11.2. Tender structure

Tenders shall be structured as described below. This table indicates the sections and related documents that have to be submitted by the Tenderer in the provided order. The clarification references (cf.) serve as the source references where the detailed information can be obtained. After the completion of the tender, the Tenderer should fill in the checklist to demonstrate compliance with the required qualification and award criteria. The Annex "Tender checklist" is attached to these tender documents.

Section	Doc.nr.	Document	Cf.
<b>General</b>			
	1	Letter of tender	5; Annex "Letter of tender"
<b>Qualification</b>			
		Suitability to pursue activity	
	2	Document of establishment	6.1.
	3	Duly authorized signature	6.1.
	4	List of subcontractors if any	6.1.
		Mandatory requirements	
	5	Copy of license	6.2.
	6	Copy of certificate	6.2.
		Technical qualification	

7	Copy of ISO certificate if any	6.4.
8	Technical proposal	2.3.;4.3.;6.4.; Annex "Specifications"
9	Previously implemented contracts	6.4.
<b>Professional qualification</b>		
10	Provision of professional resources	6.4.
<b>Financial and economic standing</b>		
11	Tenderer's questionnaire	Annex "Tenderer's questionnaire"
12	Provision of financial and economic standing	6.5.
<b>Tender proposal price</b>		
13	Tender form including the performance requirements	6.6.; Annex "Tender form"
<b>Tender completion</b>		
14	Tender checklist	Annex "Tender checklist"

The successful Tenderer will be requested to submit the Pre-financial guarantee and the Performance guarantee after the Contracting Authority's Letter of acceptance.

## 5. LETTER OF TENDER

The Letter of tender shall:

- State that all terms and conditions in the tender documents, including Annexes are accepted
- Clearly state any reservations and the justifications of such reservations, cf. section 4.10.
- Declare that the Tenderer is not aware of any conflict of interest, or if s/he is, describe the conflict and its implications
- Be dated and signed by an authorized representative of the Tenderer

The Tenderer should submit the Letter of tender in the format given in the Annex "Letter of tender" of these tender documents.

## 6. QUALIFICATION CRITERIA

### 6.1. Suitability to pursue the professional activity

The Tenderer:

- Shall be a legally established entity enrolled in a Legal Entities' Register of his country
- Has a duly authorized signature: an official document (power of attorney, notary statement, etc.) proving that the person who signs on behalf of the company/joint venture/consortium is duly authorized to do so
- Shall indicated the proposed subcontractors involved in the performance of this tender and indicate the percentage of works to be subcontracted, if any.

### 6.2. Mandatory requirements

The mandatory requirements are requirements that are mandatory according to the goods and services performed in this tender:

- Copy of license to manufacture equipment for nuclear facilities, radiation sources, nuclear materials and radioactive substances storage site, radioactive waste storage facilities or equivalent sites, issued by the Federal Service for Environmental, Technological and Nuclear Supervision of the Russian Federation (Rostechnadzor), if applicable in case of the supplies originating from the Russian Federation
- Copy of certificate attesting that the supplies are listed in the Russian State Register as certified measurement equipment
- The supplies should be manufactured and certified in accordance with the technical regulations of the Russian Federation, cf. 4.3.

### **6.3. Technical qualification**

- Copy of certificate of compliance of Quality Management System with the ISO 9001-2008 standard or other internationally recognized equivalent, if any
- Tenderer's technical proposal in the format indicated in the Annex "Specifications" of the tender documents as well as the following:
  - Compliance with the Contracting Authority's requirements to origin of goods
  - Detailed description of the supplies
  - Technical proposal related to the manufacture, testing, certification, packing, transportation, delivery, installation, commissioning, operator's workplace equipment, personnel training and warranty services
  - List of the manufacturer's recommended spare parts and consumables
  - Proposal for after-sales services
- Documentation attesting of the successful implementation of contracts for the supply and installation of radiation portal monitors over the last three years (i.e. letters of reference from contracting authorities/purchasers or in other appropriate forms).

### **6.4. Professional qualification**

In order to perform the tender technical requirements:

- The Tenderer shall submit an organization chart showing the proposed organization structure for the project.
- At least 20% of all staff working for the Tenderer in the fields related to this tender must be permanent

In order to conduct effective training, the Tenderer shall have the following resources:

- Sufficient human resources whom are qualified as training personnel for the purchased equipment
- Have available the appropriate certificates and licenses, confirming the right to education
- Sufficient time resources to conduct effective training
- Technical/technological resources and knowledge
- The necessary experience

### **6.5. Financial and economic standing**

- Tenderer's questionnaire in the format indicated in the Annex "Tenderer's questionnaire" of the tender documents, with the supporting documents for award criteria

- The average annual turnover of the Tenderer must exceed 250 000 Euros
- The averages of cash and/or cash equivalents at the beginning and end of the year must be positive
- A Tenderer should have implemented at least one Contract for the supply and commission of radiation portal monitors, with a cumulative budget of at least 150 000 Euros over the last three years
- Balance sheets for the previous three years
- Profit and loss account (P&L) during the last three years. If such documents are not required by the legislation of the country of origin of the Tenderer, other financial statements for the specified period should be provided
- Confirmation of solvency
- The Tenderer's litigation history in the past three years and any present litigations: such documentations shall include the parties to the litigation, its subject-matter, involved amounts, and verdicts

## **6.6. Tender proposal price**

Financial proposal shall be performed as in the format given in the Annex "Tender form" of these tender documents, duly completed and signed by a Tenderer.

- The financial offer shall be calculated based on DDP for the supplies rendered.
- The total tender price shall cover all obligations of the Tenderer to pursue the tender requirements
- The financial offer shall be exempt from customs duties, profits taxes (VAT), other taxes and similar charges pursuant to Article 9 of the Framework Agreement on a Multilateral Nuclear-Environmental Programme in the Russian Federation (MNEPR), signed on May 21, 2003 in Stockholm.

## **7. AWARD CRITERIA**

### **7.1. Background**

Tenders shall be reviewed and evaluated by the Contracting Authority and the representatives of the Recipient.

The Tenderer shall provide supporting documents that the Tenderer satisfies the award criteria as well as the other documents that can demonstrate the Tenderer's qualifications and capabilities, and can help the Contracting Authority to evaluate the tender. In the case of tender(s) submitted by a consortium, these award criteria will be applied to the consortium as a whole.

The following statements shall be applied:

- Of compliance with the scope and language of the documents required with the supply
- Of compliance with the scope and terms of supply and services
- Of compliance with the technical parameters
- Of compliance with the codes and standards requirements
- Of compliance with the Contracting Authority's requirements to origin of goods

Any omission or failure to provide any information required may constitute a sufficient reason to reject the tender.

### **7.2. Contracting Authority's right to accept or to reject any tender**

The Contracting Authority reserves the right to accept or reject any tender without thereby incurring any liability to the affected Tenderer(s) or any obligation to inform the affected Tenderer (s) of the ground for the Contracting Authority's action.

## **8. CONTRACT**

The Contract will be awarded to the most economically, financially and technically advantageous tenders. The satisfaction of the necessary legal requirements must be proven. The format of the tentative Contract is given in the Annex "Tentative contract form".

### **8.1. Notification of award and signing of Contract**

Prior to the expiration of the tender's period of validity, the Contracting Authority will notify the successful Tenderer by mail or email or fax that its tender has been accepted (hereinafter referred to as the "Letter of acceptance"). The Letter of acceptance will constitute formation of the Contract.

The Contract shall consist of all agreements between the Contracting Authority, the Recipient and the Contactor. It shall be signed by the Contracting Authority and the Recipient and sent to the successful Tenderer for signature within ten (10) calendar days after the Letter of acceptance.

Within twenty (20) calendar days after receipt of the Contract, the successful Tenderer shall sign the Contract and return it to the Contracting Authority along with a corresponding Pre-financing guarantee and Performance guarantee.

Where the successful Tenderer fails to sign the Contract or furnish the corresponding Pre-financing guarantee and Performance guarantee within thirty (30) calendar days after the Letter of acceptance and receipt of the Contract, the Contracting Authority shall have the right to deem the award of Contract null and void. In the event of avoidance of the award of Contract, the Contracting Authority shall refer to the next successful Tenderer.

After signing the Contract with the successful Tenderer, the Contracting Authority will promptly notify the other Tenderers that their tenders have not been successful.