

**Denmark-Kastrup: Higher education services**  
**OJ S 218/2022 11/11/2022**  
**Contract notice**  
**Services**

**Legal Basis:**

Directive 2014/24/EU

**Section I: Contracting authority**

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**I.1. Name and addresses**

Official name: NORDUnet A/S  
National registration number: 17490346  
Postal address: Kastruplundgade 22, 1.  
Town: Kastrup  
NUTS code: DK Danmark  
Postal code: 2770  
Country: Denmark  
Contact person: Jorgen Qvist  
E-mail: [qvist@nordu.net](mailto:qvist@nordu.net)  
Telephone: +45 31621400  
**Internet address(es):**  
Main address: [www.nordu.net](http://www.nordu.net)  
Address of the buyer profile: <https://s2c.mercell.com/buyer/25494>

**I.1. Name and addresses**

Official name: CSC - IT Center for Science Ltd  
National registration number: FI09206320  
Postal address: P.O. BOX 405  
Town: Espoo  
NUTS code: FI Suomi / Finland  
Postal code: FI-02101 Espoo  
Country: Finland  
Contact person: Topi Litmanen  
E-mail: [topi.litmanen@csc.fi](mailto:topi.litmanen@csc.fi)  
**Internet address(es):**  
Main address: [www.csc.fi](http://www.csc.fi)  
Address of the buyer profile: [www.csc.fi](http://www.csc.fi)

**I.1. Name and addresses**

Official name: DeiC - DTU Forskningsnettet  
National registration number: DK-30060946  
Postal address: DTU, Bygn. 305  
Town: Lyngby  
NUTS code: DK Danmark  
Postal code: 2800 Kgs. Lyngby  
Country: Denmark  
Contact person: Morten Kjeldgaard  
E-mail: [morten.kjeldgaard@deic.dk](mailto:morten.kjeldgaard@deic.dk)

**Internet address(es):**

Main address: [www.deic.dk](http://www.deic.dk)

Address of the buyer profile: [www.deic.dk](http://www.deic.dk)

**I.1. Name and addresses**

Official name: Vetenskapsrådet/SUNET

National registration number: 202100-5208

Postal address: Tulegatan 11, pl3

Town: Stockholm

NUTS code: SE Sverige

Postal code: SE-11353 Stockholm

Country: Sweden

Contact person: Per Nihlén

E-mail: [per@sunet.se](mailto:per@sunet.se)

**Internet address(es):**

Main address: [www.sunet.se](http://www.sunet.se)

Address of the buyer profile: [www.sunet.se](http://www.sunet.se)

**I.1. Name and addresses**

Official name: RHnet

National registration number: 4902013190

Postal address: Dunhagi 5 Tæknigarður

Town: Reykjavík

NUTS code: IS Ísland

Postal code: 107 Reykjavík

Country: Iceland

Contact person: Jón Ingi Einarsson

E-mail: [jie@hi.is](mailto:jie@hi.is)

**Internet address(es):**

Main address: [www.rhnet.is](http://www.rhnet.is)

Address of the buyer profile: [www.rhnet.is](http://www.rhnet.is)

**I.2. Information about joint procurement**

The contract involves joint procurement

The contract is awarded by a central purchasing body

**I.3. Communication**

The procurement documents are available for unrestricted and full direct access, free of charge, at: <https://s2c.mercell.com/today/26466>

Additional information can be obtained from the abovementioned address

Tenders or requests to participate must be submitted electronically via: <https://s2c.mercell.com/today/26466>

**I.4. Type of the contracting authority**

Other type: Research and Education Network

**I.5. Main activity**

Other activity: Network and Infrastructure Services

**Section II: Object**

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**II.1. Scope of the procurement**

**II.1.1. Title**

Learning Management System Framework Tender

**II.1.2. Main CPV code**

80300000 Higher education services

**II.1.3. Type of contract**

Services

**II.1.4. Short description**

The procurement shall enable NORDUnet and the listed Nordic NRENs to purchase Learning Management Solutions that are either; European cloud-based, a private cloud, or an on-premise installation, that have the capability to be multi-tenant, and to allow NORDUnet and the listed Nordic NRENs to provide the solutions to their connected and member organisations. The Learning Management System should be standardised, modular and flexible. It should have an API for integration with other systems and have support for Single Sign-on Systems.

**II.1.5. Estimated total value**

Value excluding VAT: 50 000 000,00 EUR

**II.1.6. Information about lots**

This contract is divided into lots: no

**II.2. Description****II.2.3. Place of performance**

NUTS code: DK Danmark

Main site or place of performance: Services are to be delivered in Denmark, Finland, Iceland and Sweden

**II.2.4. Description of the procurement**

LMS requirements

**2.3.1 Generic**

- A modular and flexible LMS solution.
- Provided as a cloud service, or dedicated multi-tenant.
- Support multiple pedagogic methodologies and workflows.
- An HTML based, Intuitive user interface for Students, Teachers and administrative purposes that supports multiple languages.
- Support for mobile devices, App or responsive HTML.
- Compliance with the EU accessibility directive.

**2.3.2 Support**

- The Bidder must have a helpdesk for reporting problems.
- The Bidder must monitor the service and provide statistics regarding the service availability and performance.
- The Bidder must provide utilisations statistics and detailed billing information, for each contracting NREN.

**2.3.3 Interoperability**

- The solution must be able to integrate with external systems, using a well-defined API.
- The solution must support externalised Authentication and Authorisation.

**2.3.4 Commercial**

- The commercial proposal should recognise the potential economies of scales for purchases by Nordic NRENs through the frameworks on behalf of their customers. The framework should have a fair balance of risk.

- The contracting entity should be located within the EEA region.

#### 2.3.5 Legal

- All data stored and transferred by the service shall remain the legal property of the customer and the provider shall not assert any rights over any data uploaded to the service.
- All data uploaded by a user to the service shall (subject to customer managed access control restrictions) upon request be made available to that user or a duly designated representative of that user. This provision shall be honoured by the service for a period of six months beyond any termination of contract.
- All data processing must take place within the EEA region. (Covered by the EU data directive)
- The provider shall comply with the national data protection and privacy laws in each contracting NREN country and be willing to sign any agreement necessary to comply with such.

#### **II.2.5. Award criteria**

Price is not the only award criterion and all criteria are stated only in the procurement documents

#### **II.2.6. Estimated value**

Value excluding VAT: 50 000 000,00 EUR

#### **II.2.7. Duration of the contract, framework agreement or dynamic purchasing system**

Start: 01/07/2023 End: 31/07/2027

This contract is subject to renewal: yes

Description of renewals:

NORUnet expects to award a maximum of four framework agreements each with a potential term of up to ten years from framework contract signature. The agreement will be awarded for four years initially, with the option of one four-year extension and two discrete 12-month extensions. Any extension beyond the initial period will be subject to performance, technical, and price reviews.

#### **II.2.9. Information about the limits on the number of candidates to be invited**

Envisaged minimum number: 4 Maximum number: 6 Objective criteria for choosing the limited number of candidates:

Two references from within the Higher Education community in the European Economic Area, and within the target area of the organisations participating in the procurement.

The references must be a significant delivery supplied within the previous 3 years, or document significant deliveries within the previous 3 years. A significant delivery is defined as a volume of at least [EUR 1mio] during the past 3 years.

The references must include the official name of the customer, at least one contact point for the customer including phone number and e-mail.

The applicant must describe the date of initial delivery to the customer and the LMS platform delivered.

The applicant must describe the relevant quantitative volume of the individual references. The quantitative volume is defined as the number of named or concurrent LMS users delivered to the customer.

The applicant must describe relevant qualitative properties of the individual references. The qualitative properties are defined as the inclusion of ongoing delivery of one or more of the following to the original LMS platform delivered to the customer by the applicant:

1. Ongoing support of user access to- and availability of the LMS platform for the same target group as this tender

2. Implementation assistance to onboarding new departments to the LMS platform to the same target group as this tender
3. Workshops and training on efficient use of the LMS platform for the same target group as this tender
4. Development of new customer specific features or integrations for the same target group as this tender

The name of the platform must be part of the description of the qualitative properties.

#### **II.2.10. Information about variants**

Variants will be accepted: no

#### **II.2.11. Information about options**

Options: no

#### **II.2.13. Information about European Union funds**

The procurement is related to a project and/or programme financed by European Union funds:  
no

#### **II.2.14. Additional information**

### **Section III: Legal, economic, financial and technical information**

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#### **III.1. Conditions for participation**

##### **III.1.2. Economic and financial standing**

Selection criteria as stated in the procurement documents

##### **III.1.3. Technical and professional ability**

Selection criteria as stated in the procurement documents

### **Section IV: Procedure**

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#### **IV.1. Description**

##### **IV.1.1. Type of procedure**

Competitive procedure with negotiation

##### **IV.1.3. Information about a framework agreement or a dynamic purchasing system**

The procurement involves the establishment of a framework agreement

Framework agreement with several operators Envisaged maximum number of participants to the framework agreement: 4 In the case of framework agreements, provide justification for any duration exceeding 4 years:

A Learning Management System is an integral part of the University daily operations and administration and requires implementation and integration with multiple other systems. It also requires adaption to the pedagogic methodologies and workflows, which is a complicated and expensive process, involving all University staff.

##### **IV.1.4. Information about reduction of the number of solutions or tenders during negotiation or dialogue**

Recourse to staged procedure to gradually reduce the number of solutions to be discussed or tenders to be negotiated

##### **IV.1.5.**

### **Information about negotiation**

The contracting authority reserves the right to award the contract on the basis of the initial tenders without conducting negotiations

#### **IV.1.8. Information about the Government Procurement Agreement (GPA)**

The procurement is covered by the Government Procurement Agreement: no

### **IV.2. Administrative information**

#### **IV.2.2. Time limit for receipt of tenders or requests to participate**

Date: 05/12/2022 Local time: 12:00

#### **IV.2.3. Estimated date of dispatch of invitations to tender or to participate to selected candidates**

Date: 20/12/2022

#### **IV.2.4. Languages in which tenders or requests to participate may be submitted**

English

#### **IV.2.6. Minimum time frame during which the tenderer must maintain the tender**

Duration in months: 12 (from the date stated for receipt of tender)

### **Section VI: Complementary information**

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#### **VI.1. Information about recurrence**

This is a recurrent procurement: no

#### **VI.3. Additional information**

#### **VI.4. Procedures for review**

##### **VI.4.1. Review body**

Official name: Klagenævnet for Udbud

Postal address: Nævnenes Hus, Toldboden 2

Town: Viborg

Postal code: 8800

Country: Denmark

E-mail: [klfu@naevneneshus.dk](mailto:klfu@naevneneshus.dk)

Telephone: +45 72405600

Internet address: <https://klfu.naevneneshus.dk>

##### **VI.4.3. Review procedure**

Precise information on deadline(s) for review procedures:

<https://naevneneshus.dk/media/9899/complaint-guidelines.pdf>

There is no formal standard procedure for filing a complaint with the Complaints Board. The Complaints Board can, however, advise as follows:

##### **1. Fee**

Complaints of violations of Titles I-III of the Danish Public Procurement Act (which mainly implements the Public Procurement Directive 2014/24/EU), the Utilities Directive (Directive 2014/25/EU), the Concession Directive (Directive 2014/23/EU) and the Directive on Security and Defence Procurement (Directive 2009/81/EC) are subject to a fee of DKK 20,000, cf. section 5(4) of Executive Order regarding the Complaints Board.

If the Complaints Board finds in favor of the complainant, the fee is repaid.

To pay the fee from abroad, please use the following information: IBAN code: DK41 0216 4069 2095 21. Swift code: DABADKKK

When transferring the fee the complainant must add the following: "Klagenævnet for Udbud, [name of the company/the complainant]".

In the complaint the complainant must state that the fee is paid by transfer and include documentation for the transfer with account information.

## 2. Procedure

2.1. The complaint must include information on the identity of the complainant and the contract notice from "Ted – Tenders Electronic Daily".

In addition, the complainant is obliged simultaneously to inform the contracting authority that a complaint has been filed with the Complaints Board. A copy of this notification must be forwarded to the Board.

2.2. The complaint must include a letter of complaint (Word and PDF- versions) written in Danish, including claims ("Påstande"), which in precise terms define the infringements allegedly committed by the contracting authority, including the rule or the principle, which allegedly has been violated. In this regard, it will be sufficient to refer to the relevant articles in the public procurement directives.

As mentioned, the complaint must be written in Danish. However, in the following, for the sake of guidance as to how a complaint should be structured, a few examples are given in English. Multiple claims must be numbered in consecutive order as follows: "Påstand 1" (Claim No. 1), "Påstand 2", (Claim No. 2) etc.

Examples:

Claim No. 1

The Complaints Board must rule, that [the contracting authority] has infringed the principle of equal treatment and transparency set out in the Public Procurement Act section 2(1)/ the Directive on Public Procurement article 18 (1) by rejecting [the complainant's] offer as non-compliant despite the fact that ....

Claim No. 2

The Complaints Board must rule, that [the contracting authority] has infringed the principle of equal treatment and transparency set out in the Public Procurement Act section 2(1)/ the Directive on Public Procurement article 18 (1) by awarding the contract to [the successful tenderer], despite the fact that the offer from [the successful tenderer] was non-compliant as it did not meet minimum requirement xx set out in the procurement documents sections x.y.z.

Claim No. 3

The Complaints Board must annul [the contracting authority's] contract award decision dated [date].

In addition, the complaint should contain the complainant's statement of the relevant facts and legal arguments.

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Relevant appendices should be included in the complaint. The relevant appendices are typically the tender conditions, the contracting authority's award decision etc. Appendices must be numbered in consecutive order as follows "Appendix 1, appendix 2", etc. Appendices in English may be included in their original form/language.

2.3. The Complaints Board may reject claims or complaints that are considered unsuitable for consideration by the Board.

2.4. The complaint including relevant

### **VI.4.4. Service from which information about the review procedure may be obtained**

Official name: Konkurrence- og Forbrugerstyrelsen

Postal address: Carl Jacobsens Vej 35

Town: Valby  
Postal code: 2500  
Country: Denmark  
E-mail: [kfst@kfst.dk](mailto:kfst@kfst.dk)  
Telephone: +45 41715000  
Internet address: <http://www.kfst.dk>

**VI.5. Date of dispatch of this notice**

08/11/2022