

Norway-Oslo: Evaluation consultancy services
OJ S 20/2016 29/01/2016
Contract award notice
Services

Directive 2004/18/EC

Section I: Contracting authority

I.1. Name and addresses

Official name: Helsedirektoratet (The Norwegian Directorate of Health)

National registration number: 983 544 622

Postal address: Universitetsgata 2

Town: Oslo

Postal code: 0130

Country: Norway

Contact person: Procurement, operation and contract management

For the attention of: Ingrid K hler Knutsen

E-mail: ingrid.kohler.knutsen@helsedir.no

Internet address(es):

General address of the contracting authority: <http://www.helsedirektoratet.no>

Electronic access to information: [https://tendsign.no/doc.aspx?](https://tendsign.no/doc.aspx?Uniqueld=afpeksalhe&GoTo=Docs)

[Uniqueld=afpeksalhe&GoTo=Docs](https://tendsign.no/doc.aspx?Uniqueld=afpeksalhe&GoTo=Docs)

Electronic submission of tenders and requests to participate: [https://tendsign.no/doc.aspx?](https://tendsign.no/doc.aspx?Uniqueld=afpeksalhe&GoTo=Tender)

[Uniqueld=afpeksalhe&GoTo=Tender](https://tendsign.no/doc.aspx?Uniqueld=afpeksalhe&GoTo=Tender)

I.2. Type of the contracting authority

National or federal agency/office

I.3. Main activity

General public services

Other

I.4. Contract award on behalf of other contracting authorities

Section II: Object of the contract

II.1. Description

II.1.1. Title

Evaluation of the service offer for persons with a need for palliative care.

II.1.2. Type of contract and place of performance or delivery

Services

Service category No 11: Management consulting services [6] and related services

Main site or place of performance: Norway.

NUTS code NO Norge

II.1.3. Information about a framework agreement or a dynamic purchasing system (DPS)

II.1.4. Short description of the contract or purchase(s)

The Norwegian Directorate of Health has been given the assignment of evaluating the quality

of palliative care in Norway. Both the specially organised palliative care services and the offer of basic palliative care in the specialist health service and in the municipal health and welfare service shall be evaluated. The assignment shall evaluate the mapping tool Liverpool Care Pathway in order to highlight whether the tool is implemented and quality assured in a good way.

The procurement process is covered by the Public Procurement Act, 16.7.1999 No 69 (LOA) and the Public Procurement Regulations (FOA) dated 7.4.2006 (FOA).

Parts I and III of the regulations apply for this procurement.

This procurement follows the procedure for an open tender contest. This is a procurement procedure that does not allow negotiations.

The Norwegian Directorate of Health is a specialist director and an administrative body under the Ministry of Health and Care Services (HOD). The Directorate is managed by HOD and the assignments are described in the national budget, award letter and in individual assignments. The Norwegian Directorate of Health is divided into divisions and departments.

This procurement is anchored in the Welfare Services Section, which is in Primary Health Services Division. The Procurement, Operations and Contract Management Section is responsible for the procurement process.

The Norwegian Directorate of Health's vision is good health and a good life. For further information see: www.helsedir.no

Name — responsible person for the procurement: Senior consultant, Ingrid Køhler Knutsen. Telephone number: +47 24163891.

Email address: anskaffelser@helsedir.no

All communication between the tenderer and the contracting authority shall be directed to the contracting authority's contact person via the Question and Answer function in our electronic tender system.

All questions and answers will be made accessible in anonymous form for all of the tenderers. Enquiries received later than 5 working days before the tender deadline will not be answered. The Norwegian Directorate of Health would like to enter into a contract for the evaluation of the services for persons requiring palliative care.

In order to highlight questions connected to the quality of palliative care, the Ministry of Health and Care Services has given the Norwegian Directorate of Health the task of carrying out an evaluation which highlights different sides of the various models that have been developed. Both the specially organised palliative care services and the offer of basic palliative care in the specialist health service and in the municipal health and welfare service shall be evaluated. The assignment shall evaluate the mapping tool Liverpool Care Pathway in order to highlight whether the tool is implemented and quality assured in a good way. The value is estimated to be between 1 200 000 NOK and 1 500 000 NOK excluding VAT. The assignment shall start as soon as possible after the contract has been signed and it shall be completed by 1.6.2016. The contract is subject to the Norwegian Parliament's Grants for 2016. See the tender documentation part 2 Specifications and the award criteria.

The competition is announced in the doffin database — see www.doffin.no and in the TED database.

Evaluation: Weeks 30-33.

The procurement shall be regulated by the contract terms with the accompanying annexes.

Tax/VAT certificate:

Qualification requirement: Tenderers must have fulfilled their tax, VAT and payroll tax obligations in accordance with the relevant legislation.

Documented by: The joint form (certificate) from the Norwegian Tax Administration. The certificate(s) shall not be older than 6 months calculated from the deadline for receipt of tenders. Any arrears or other irregularities must be justified.

HSE self-declaration:

Qualification requirement: Service providers must vouch for the fact that the company works systematically to comply with health, environment and safety legislation and satisfies the Internal Control Regulations. The tenderer must also confirm that the company is legally organised in relation to applicable tax and working environment regulations for employees' professional and social rights, and shall accept that the contracting authority has the right to review and verify the company's system for safeguarding of health, environment and safety. Documentation: A dated HSE self-declaration signed by the manager and a representative for the employees. The form is attached to the tender documentation.

Company Registration Certificate:

Requirement: The tenderer shall be a legally established company.

Documented by: For Norwegian companies: A company registration certificate from the Brønnøysund Register Centre. Foreign companies: Proof that the company is registered in a trade or business register as prescribed by the law of the country where the tenderer is established.

Credit rating/annual accounts:

Requirement: The tenderer shall have sufficient economic and financial capacity to carry out the assignment/contract.

Documented by: A credit evaluation/rating not older than 1 year, which is based on the last known fiscal figures. The rating shall be carried out by an officially certified credit rating institution. Minimum requirement: The tenderer shall be creditworthy.

Implementation ability and capacity:

Requirement: The tenderer shall have sufficient implementation ability and capacity.

If a service provider plans to leave parts of the contract to sub suppliers, a short description shall be provided of the sub suppliers and which part/parts of the assignment the sub suppliers shall carry out. The contracting authority have same requirements to sub suppliers as to the main service provider. The contracting authority reserves the right to disallow the choice of sub suppliers. Any financial requirements from sub suppliers or costs connected to this shall be borne by the supplier.

As the tender system does not support signing tenders with an electronic certificate, it is a prerequisite that the service provider prints out a tender confirmation to confirm their tender. Service providers must declare that all the terms stated in the tender documentation are accepted.

Print out the tender confirmation letter, signed by an authorised person and enclose it as a pdf document in the tender.

The tender shall be submitted through the electronic tender system.

Note that TendSign is open for support on weekdays 8:00-17:00.

Contact information for customer service: support.tendsign@visma.no

Tel. 40 00 68 14.

The tender will consist of the tenderer's replies to the questions and requirements for the tender that are in the tender documentation with any attached documents, in addition to the requirements in the tender documentation. In order to get an overview of which parts the tenderer shall respond to, tenderers can extract the report 'All documents' under Structured documents on the page 'Get the procurement's tender documentation'.

Service providers shall not fill in the annexes to the standard contract terms that are attached as 'Attached documents' in the system. These are only attached to show the contract structure that will be used for the design of the final contract.

All deviations from the tender documentation shall be precise, unambiguous and clearly stated in the tender so that the contracting authority can assess them without contacting the service provider, cf. FOA § 20-3.

The service provider cannot submit tenders that include significant deviations from the specifications in the notice or the tender documentation, cf. FOA § 20-13 (1) letter e. If a tender includes deviations that, when seen in isolation, are not significant, the deviations can, after a concrete assessment, be seen in total as significant.

Any reservations shall be specified below. Reservations that are stated other places in the tender, but which are not specified in the tender letter, cannot be made applicable by the service provider and will not be considered when the tenders are evaluated.

The service provider cannot have significant reservations to the contract terms cf. FOA § 20-13 (1) letter d. If a service provider has reservations that, when seen in isolation, are not significant, the reservations can, after a concrete assessment, be seen in total as significant.

The tender's sub prices and total price shall be stated in the tender, see the tender documentation part 2 Specifications and the award criteria and the attached price from for how to fill these in. Payment and invoicing terms are included in the contract terms.

The contracting authority shall, in accordance with the Public Procurement Regulations § 20-12 (1) reject service providers that, amongst other things: a) Do not fulfil the requirements set for the service provider's participation in the competition.

b) Have not presented tax certificates;

c) Have not presented a HSE self-declaration.

The contracting authority can reject service providers if the terms in the FOA § 20-12 (2) apply.

The contracting authority shall, in accordance with the Public Procurement Regulations § 20-13 (1) reject the tender when, amongst other things:

a) It is not submitted by the set tender deadline;

b) It includes significant deviations from the tender documentation;

c) It includes significant reservations to the contract terms.

The contracting authority can reject tenders if the terms in the Public Procurement Regulations § 20-13 (2) apply.

The award will be on the basis of which tender is the most economically advantageous, based on the criteria described in the specifications and the weighting model described below.

Relative weighting:

The relative weighting model is built on 1 comparing the tenders with each award criteria.

The economically most advantageous tender/tenders will be chosen by the contracting authority stating the price criteria and quality criteria and weighting these against each other.

The lowest price will get maximum points, whilst the other prices will be awarded points in relation to the lowest tender price. The system gives the lowest price 100 points. The best tender in each quality criterium will be awarded maximum points equivalently. See the tender documentation part 2 Specifications and the award criteria for responses within the various areas that will form the basis for the assessments and what will be weighted.

The contracting authority reserves the right to cancel the competition if there is a justifiable reason, cf. the Public Procurement Regulations § 21-1 (1).

A justifiable reason can typically be a lack of competition, unexpected changes in grants, etc.

The contracting authority can reject all the tenders if the result of the competition gives a justifiable reason, cf. the Public Procurement Regulations § 21-1 (2).

In addition to the notification given upon the award of contract, the contracting authority shall give written notification with a short justification if:

— The tender is rejected or the contracting authority decides to reject all the tenders or cancel the competition.

Service providers can request in writing further justification for:

— Why the tender was rejected; or

— Why the tender was not chosen.

The contracting authority is obligated to reply to this enquiry at the latest 15 days after the enquiry has been received.

As regards the general public's insight into the tender and the procurement protocol, the legislation dated 19.5.2006 No 16 on the right to insight in documents in public entities applies. Tenders and protocols are screened in accordance with the Public Law § 23 3rd section up until the choice of service provider. After the tenderer has been chosen, confidential information is exempted in accordance with the Public Administration Act § 13, cf. the Public Procurement Regulations § 3-6.

The chosen service provider will be asked, upon the award of contract, to assess and mark the text and information in the tender on operational and business conditions that ought to be kept secret for competitive reasons. The contracting authority has, however, the right and a duty to assess whether the information can be kept secret as regards the public law in accordance with the Public Administration Act § 13, cf. the regulations LOA § 3-6.

The organisation of palliative care in Norway has mainly followed the model as it is described in the National Action Programme with guidelines for palliative care in cancer care.

There are good statistics of the extent of the established offer, primarily to patients with cancer, but there is a lack of knowledge of the quality of the palliative care offer that is built up in accordance with the Life Help Review NOU 1999:2(23). The current situation is described and discussed in the Norwegian Directorate of Health's report on the offer to patients with a need for palliative treatment and care at the end of life, IS-2278. Participation and communication, the relatives' role, various patient groups' needs, including children, are all described. The challenges connected to the organisation of the palliative care offer in the specialist health service, the municipal health and welfare services and in the interaction between the levels are mentioned. In particular being able to be at home at the end of life, the implementation of the hospice philosophy, both in the specialised and basic palliative care offer, and the use of the mapping tool Liverpool Care Pathway (LCP) are discussed. The report includes a summary of the leading documents in this area, including the knowledge centre's systematic overview 'The End of Life — How to find a suitable treatment level and treatment intensity for serious ill and dying patients' from 2014. In order to highlight questions connected to the quality of palliative care, the Ministry of Health and Care Services has given the Norwegian Directorate of Health C/O the Welfare Services Section the task of carrying out an evaluation that highlights various sides of the models that have been developed. Both the specially organised palliative care services and the offer of basic palliative care in the specialist health service and in the municipal health and welfare service shall be evaluated. The assignment shall include an evaluation of the mapping tool Liverpool Care Pathway in order to highlight whether the tool is implemented and quality assured in a good way. The Norwegian Directorate of Health, C/O the Welfare Services Section is responsible for ensuring that the evaluation is carried out in accordance with the progress plan with the final deadline for reporting 1 June 2016. The assignment's concrete content is described in point 2.1.1.

The assignment's content.

The assignment shall seek answers to the following:

The main element of the evaluation is to highlight the quality and availability of the specially organised and basic palliative care offer for all patient groups, also for children and elderly persons in both the specialist and municipal health service. Important elements in the evaluation will be: Patient and relatives perspective. Who are the patients that receive specialist palliative care, diagnosis and age? Which patients receive an offer of basic palliative care in the specialist health service and the municipal health and welfare services? How do patients and relatives experience the services, have user surveys been carried out that highlight this? Employees perspective. How do employees experience the content and quality

of the services? Organisation. How is the offer organised in the different levels in the health service? Which actors are involved in the palliative care offer? To what degree are the offers multi-disciplinary and how are multi-disciplinary activities facilitated? Interaction. How do the different actors interact in the treatment chain? Are there formal cooperation agreements between the service levels connected to palliative care? How are the palliative team and the specialised services used as a resource in the municipal health service? How is responsibility defined and divided between the different actors? What role do GPs have in the follow-up of patients with a need for palliative treatment? How does the specialist health service take care of its guiding responsibility for the primary health service? Competence. What competence, both basic education and specialisations do personnel who work with the palliative care offers have? How is the staffing factor in the palliative care offer? How is competence on basic palliative care in ordinary hospital departments and in the general municipal health service? Quality. To what degree are systematic mapping tools, treatment lines, individual plans and structured conversations implemented in the services? To the degree that systematic mapping tools are used; is the same tool used for all patient groups, or are there differences between illnesses? Volunteers. Is there a structured scheme for using volunteers? How is any voluntary work organised? Is there a structured scheme for training volunteers? Financing systems. To what degree do the financing systems affect the quality and content of the palliative offer? Hospice philosophy. To what degree is the hospice philosophy implemented in the specialist and basic palliative care offer? The evaluation must also include the finds from the national mapping surveys of palliative care from 2012 and 2014. Particular mention of the mapping tool Liverpool Care Pathway (LCP). In addition a specific evaluation of the implementation of the LCP in hospitals and municipalities must be carried out. Important elements that are to be highlighted in this connection are: An important area will be to examine the use of LCP in persons with dementia. Is this used and how? How is the LCP implemented in hospitals and municipalities? What competence do personnel connected with the LCP have? What training has the personnel had to use the tool? How do employees experience the content and quality when using the LCP? How do relatives experience the content and quality when the LCP is used? Do the LCP tool and the training that is provided adequately take into consideration that persons with dementia have a lack of ability to self-report and that it is demanding to spot a need for palliative treatment and treatment effects?

Work form:

The evaluation ought to take the following available basis and informants as a starting point:

The National Action Programme with guidelines for palliative care in cancer care.

<https://helsedirektoratet.no/retningslinjer/nasjonalt-handlingsprogram-med-retningslinjer-for-palliasjon-i-kreftomsorgen> The report on the offer to persons with a need for palliative treatment and care at the end of life. IS-2278.

https://helsedirektoratet.no/Lists/Publikasjoner/Attachments/892/Rapport_lindrende%20behandling%20og%20omsorg%20ved%20livets%20slutt_IS-2278.pdf

The trial scheme Competence Area Palliative Medicine (with results from the national mapping): <https://helsedirektoratet.no/publikasjoner/forsoksordning-kompetanseomrade-palliativ-medisin> <http://www.pallreg.no/>

Palliative treatment: Experience summary — grants scheme for competence raising measures for palliative treatment and care at the end of life /Centre for welfare research report series No 9/2012: http://www.hig.no/omsorgsforskning/nyheter/arkiv/nye_utgivelser

The end of life phase — How do you find a suitable treatment level and treatment intensity for seriously ill and dying persons — Systematic overview No 18-2014: <http://www.kunnskapsenteret.no/publikasjoner/livets-slutfase-om-a-finne-passende-behandlingsniva-og-behandlingsintensitet-for-alvorlig-syke-og-doende> A natural end to life — KS report,

Agenda report No 7543

http://www.ks.no/PageFiles/27782/R7543%20KS%20En%20naturlig%20avslutning%20p%20C3%A5%20livet%20_Sluttrapport.pdf

The national council for quality and prioritising in the health and welfare service — the Council's decision from 7.4.2014.

<http://www.kvalitetogprioritering.no/saker/palliativ-omsorg-og-behandling-i-kommunene>

More care less pathway a review of the Liverpool Care Pathway: https://www.gov.uk/government/uploads/system/uploads/attachment_data/file/212450/Liverpool_Care_Pathway.pdf <http://pmj.sagepub.com/content/early/2013/11/08/0269216313493685.abstract>

It is a prerequisite that there is contact with the relevant professional environments in order to get suggestions for the interview guide/focus areas. The Norwegian Directorate of Health will give the chosen service provider an overview of the relevant environments.

See point 2.2.2.

Financial limits:

The evaluation assignment's value/financial limit is estimated to be between 1 200 000 NOK and 1 500 000 NOK excluding VAT.

The assignment shall be started as soon as possible after the contract has been signed and it shall be completed at the latest by 1.6.2016. Subject to the Norwegian parliament's grants for 2016.

Option:

The Contracting Authority shall have the possibility to ask the selected service provider for further reviews/follow-up of the findings in the evaluation, which are not included in this assignment. Financial frames for this additional service are estimated to be limited to up to 15 % of the assignment's total value.

The contracting authority's needs.

Based on the above the evaluation shall include an overview and assessment of the organisation, quality and content of the palliative care offer in Norway. The evaluation shall also include a description of the implementation of the LCP with an emphasis on patients, relatives and employees' experiences. See point 2.1.1 on the assignment's content.

Requirements for the delivery/tender:

The tender must include:

— The tenderer's assessment/understanding of the assignment/the contracting authority's need as it is described — Proposals for a solution and a description of the choice of method to respond to the problems that the evaluation shall provides answers to. A description of how the tenderer will set up the work for the assignment in order to ensure that the evaluation provides answers to the wanted questions. Including descriptions of: — The organisation of the work? — Who participates in the work? — What milestones and follow-up points will be set? — How long will the evaluation take? A description of the team that the tenderer will use for the assignment with names and role division. The description must highlight how and why the offered competence is suitable for solving the assignment. CVs must be enclosed. A specified cost overview that is a part of the progress plan for the different sub activities with information on the total price, hourly rate and number of hours used. Costs that the tenderer knows will come, but which are not specifically stated in the tender will be seen as included in the stated costs. The evaluation shall be submitted in the form of a report at the latest by 1.6.2016. A provisional draft of the evaluation must be at the Directorate by 1.5.2015. The report and all the documentation shall be prepared in Norwegian and submitted in an electronic version that can be made into pdf files for later printing and publication if needed. The tenderer must also reckon on presenting the report at up to 3 seminars. The tenderer must organise himself so that the progress in the evaluation work is ensured by compliance with deadlines and so that submitted work is quality assured as regards form, language and

content.

The tenderer shall fill in the price form in their cost calculation, which is attached and this shall be submitted as an annex to the tender. The tenderer's cost overview/total price will form the basis for the evaluation of this award criteria. Points will be awarded here after comparing the tenders for the offered total price, including hourly rate and extent.

The tenderer's tender shall include an account of their assessment/understanding of the assignment/the contracting authority's needs and describe proposals for solving and choosing the method/survey design. cf. point 2.1.1. The assignment's content.

The tenderer's tender will be compared and assessed based on this description.

The tenderers' offered competence will be compared here and assessed with, amongst other things, regard to whether the competence is deemed to be suitable for solving the assignment, cf. point 2.2.2. Requirements for the delivery/tender.

1. General Provisions:

1.1. The Contract's Extent. The contract is for the provision of services connected to review and development assignments from the Consultant, where the Consultant shall submit and be responsible for an independent final result, hereafter called the Assignment.

The Customer has stated his needs and requirements in Annex 1.

The Consultant has specified the execution of the Assignment in Annex 2.

The extent and execution of the Assignment are further described in the annexes below, which are included in the contract.

The contract means this general contract text and annexes.

1.2. Annex to the Contract:

All fields shall be filled in (Yes or No):

Annex 1: The Customer's description of the Assignment — Yes, the contracting authority's specifications;

Annex 2: The Consultant's specification of the Assignment — Yes, the Service Provider's tender;

Annex 3: Project and progress plan — No (included in annex 2);

Annex 4: Administrative provisions — Yes;

Annex 5: Total price and price terms — Yes;

Annex 6: Changes to the general contract text — No;

Annex 7: Changes in the service after the contract has been signed — Yes;

Other annexes: No.

Table 1. Overview of annexes:

1.3. Interpretation — Ranking Scheme:

Changes to the general contract text shall be written in annex 6, unless the general contract text refers to such changes in another annex. In the event of contradictions, the following interpretation principles apply:

1. The general contract text comes before the annexes.

2. Annex 1 comes before the other annexes.

3. To the degree that it is clear and unequivocal which point or points have been changed, replaced or added to, the following contradiction principles apply:

a) Annex 2 comes before annex 1;

b) Annex 6 comes before the general contract text;

c) If the general contract text refers to changes in another annex that annex 6, such changes come before the general contract text;

d) Annex 7 comes before the other annexes.

1.4. Progress Plan and Delivery Date:

The Consultant shall carry out the Assignment in accordance with the progress plan in annex 3.

If the Assignment includes several deliveries or sub deliveries, the delivery date for each delivery shall be stated in annex 3.

1.5. The Parties' Representatives:

Each of the parties shall, when the contract is signed, nominate a representative who is authorised to act on behalf of the parties in matters that involve the contract. The authorised representative for the parties and procedures and notification deadlines for any replacement of them are further specified in annex 4.

1.6 Key Personnel:

The Consultant's key personnel for the execution of the Assignment shall be stated in annex 4. A change of key personnel at the Consultant shall be approved by the Customer. Approval can be refused without a justifiable reason.

If personnel are changed due to the Consultant, the Consultant is to bear the costs of transferring competence to the new personnel.

2. Change, Stops and Cancellation:

2.1. Changes to the Service after the Contract has been Signed. If the Customer, after the contract has been signed, has a need to change the requirements for the services or other prerequisites for the contract in such a way that the service's character or extent is different to what was agreed, the Customer can ask for an amendment contract.

If changes are required, the Consultant can demand adjustments in the basis or schedules if he can substantiate a basis for such adjustments. The demand for an adjusted basis or schedule must be filed at the latest simultaneously with the Consultant's response to the Customer's request for an amendment contract.

Changes or additions to the agreed service shall be agreed in writing. The Consultant shall keep a continual catalogue of such changes, which make up annex 7 and shall give the Customer an updated copy without undue delay.

The Customer can demand that the Assignment is reduced or increased up to an equivalent of 20 (twenty) percent of the basis for the entire Assignment. The price shall, in such cases, be changed equivalently to the reduction or increase. The Consultant cannot demand compensation for any such reduction.

The Consultant can give notice on the contract with 30 (thirty) days notice, if the Customer reduces or increases the Assignment's content or extent by more than 20 (twenty) percent.

2.2. Temporary Stop of the Assignment:

The Customer can demand that the execution of the Assignment is stopped temporarily. The requirement shall be submitted in writing. Information shall be provided on when the Assignment shall be stopped and when it is planned to be restarted.

In the event of a temporary stop the Customer shall replace:

- a) The Consultant's documented costs connected to the reorganisation of personnel;
- b) Other direct costs that the Consultant has due to the stoppage.

2.3. Cancellation. The Assignment can be cancelled by the Customer with 30 (thirty) days written notice.

If the Assignment is cancelled before it is completed, the Customer shall pay:

- a) The monetary amount that the Consultant has on credit for work already performed;
- b) The Consultant's documented additional costs connected to the reorganisation of personnel;
- c) Other direct costs that the Consultant has due to the cancellation;
- d) A fee of 4 (four) percent of the agreed remuneration for the entire Assignment.

3. The Consultant's Obligations:

3.1. The Consultant's Liability and Competence. The Assignment shall be carried out in accordance with the contract and it shall be carried out professionally, efficiently and with a high professional standard.

The Consultant shall loyally cooperate with the Customer and see to the Customer's interests.

Enquiries from the contracting authority shall be answered without undue delay.

The Consultant shall, without undue delay, give notification of conditions that the Consultant understands or ought to understand could be of importance for carrying out the service, including any expected delays.

3.2. Use of Standards/Methods:

The Consultant shall use the standards and/or methods or similar that the Customer possibly has stated in annex 1.

The Customer shall be given the option to check the Consultant's work and check that the stated standards, methods etc. are followed.

3.3 Use of Sub Suppliers:

The Consultant's use and replacement of sub suppliers shall be approved in writing by the Customer. Approval can be refused without a justifiable reason.

Sub suppliers who are approved shall be stated in annex 4.

3.4. Wage and Work Terms:

For contracts covered by the regulations from 8.2.2008 No 112 on wage and work terms in public contracts, the following applies:

The Consultant shall ensure that employees in their own organisation and the employees of any sub-suppliers do not have other wages and working conditions than those required by collective agreements, regulations or that which is normal for the location and occupation. This also applies to employees who are directly involved in the fulfilment of the Consultant's obligations for this contract.

All contracts that the Consultant signs and that involve work as in this contract shall include equivalent obligations.

If the Consultant does not fulfil this obligation, the Customer has the right to withhold parts of the contract sum, equivalent to approx. twice the savings for the Consultant, until there is documentation that the conditions are in order.

The Consultant shall, upon request by the Customer, present documentation on the wage and work terms that are used. The Customer and the Consultant can separately demand that the information shall be presented to an independent third party that the Customer has given the task of examining whether the requirements in this provision are met. The Consultant can demand that the third party shall have signed a declaration that the information will not be used for other purposes than ensuring fulfilment of the Consultant's obligation in accordance with this provision. The documentation obligation also applies to sub suppliers.

If an independent third party decides that the requirements in this provision are not fulfilled, and the Consultant breaches it, the Customer can demand that the Consultant and sub suppliers present documentation to the Customer on the wage and work terms that are used.

3.5. Free Software:

Free software means software that is offered under generally recognised free software licences.

If free software shall be used for the Assignment, this shall be specified in annex 2 and a copy of the licence terms that apply to the relevant free software (free software licence) shall be enclosed.

The Consultant shall check that free software is not used with licence terms that are incompatible with the requirements for the delivery or which are incompatible with the licence terms that apply for other software included in the delivery.

The Consultant shall only use free software that, after a proper assessment from the Consultant's side, does not infringe the rights of third parties and which is offered under generally recognised free software licences.

For the parts of the delivery that are based on free software, including adaptations and further development of this, the Customer will have the rights that are necessary to be able to

redistribute the result under the relevant free software licence, or under a compatible free software licence if this is specified in annex 2. The rights include access to the source code with the accompanying specifications and documentation.

4. The Customer's Obligations:

4.1. The Customer's Liability and Participation. The Customer shall loyally participate in the execution of the Assignment.

Enquiries from the Consultant shall be answered without undue delay.

The Customer shall, without undue delay, give notification of conditions that the Customer understands or ought to understand that can be of importance for the implementation of the agreed services, including any expected delays.

4.2. Use of a Third Party:

The Customer can freely engage a third party to assist with their assignments under the contract. The Consultant shall be notified of the engagement. The Consultant can oppose the engagement if he can prove that it will result in a considerable business disadvantage for him. Third parties that are used shall be stated in annex 4.

5. The Parties' Obligations:

5.1. Meetings. If a party finds it necessary, the party can, with at least 3 (three) working days notice, summon the other party to a meeting to discuss the contractual relationship and the way the contractual relationship is carried out.

Another deadline and routines for the meetings can be agreed in annex 4.

5.2. Liability for Sub Suppliers and Third Parties:

If 1 of the parties engages a third party or sub supplier to carry out work tasks resulting from this contract, the party is completely responsible for the execution of these tasks in the same way as if the party himself carried out the task.

5.3. Risk and Liability for Communication and Documentation:

Both parties shall see to proper communication, storage and back-up copies of documents and other material of importance for the Assignment regardless of form, including e-mails and other electronically stored material.

The Consultant carries the risk and responsibility for all material regardless of form, which is damaged or destroyed whilst it is under the Consultant's control.

5.4. Client Confidentiality:

Information that the parties are made aware of in connection with the contract and the implementation of the contract shall be seen as confidential and cannot be made available for others without consent from the other party.

If the contracting authority is a public entity, client confidentiality in accordance with this regulation does not cover more than what is in the Act dated 10.2.1967 on processing methods in public administration matters (the Public Administration Act) or equivalent sector specific regulations.

Client confidentiality does not, according to this regulation, prevent information that is required to be presented according to the law or regulations from being presented, including public and right of inspection pursuant to the Act dated 19.5.2006 on the right to inspect documents in public entities (the Freedom of Information Act). If possible, the other party shall be notified before such information is given.

Client confidentiality does not prevent the information being used when there is no legitimate reason to keep it secret, for example when it is generally known or generally available other places.

The parties shall take the necessary precautions in order to ensure that unauthorised persons do not have access to or can be made aware of confidential information.

The client confidentiality applies to the parties' employees, sub suppliers and third parties that act on the parties' behalf in the implementation of the contract. The parties can only transfer

confidential information to such sub suppliers and third parties to the degree that it is necessary for the execution of the contract, provided that they have confidentiality equivalent to this point 7.3 imposed upon them.

The client confidentiality does not prevent the parties from using the experience and competence that is acquired from the implementation of the contract.

The client confidentiality also applies after the contract has expired. Employees or others who resign their positions (withdraw their services) at 1 of the parties shall also be subject to the confidentiality agreement even after they have left as mentioned above. The client confidentiality expires five (5) years after the delivery date, unless otherwise stated in the law or regulations.

6. Remuneration and Payment Terms:

6.1. Remuneration: All prices and further terms for the remuneration that the Customer shall pay for the Consultant's services are stated in annex 5.

Outlays are only covered to the degree they are agreed. Travel and diet costs shall be specified separately and covered in accordance with the Government's current rates, unless otherwise agreed. Travel time is only invoiced if it is agreed in annex 5.

Unless otherwise stated in annex 5, all the prices are given excluding VAT. All prices are in Norwegian crowns.

If the remuneration shall be based on the number of hours used, an estimate of the number of hours shall be stated in annex 5. If the Consultant sees that the estimate will be exceeded by more than 10 (ten) percent, the Consultant shall immediately notify the Customer in writing.

The notification shall state the reason for the excess as well as an estimated time for the remaining work. Any price reduction for exceeding the estimate is stated in annex 5.

6.2. Invoicing:

Remuneration and outlays shall be invoiced at the times stated in annex 5. Remuneration based on the number of hours used is to be invoiced in arrears per months unless otherwise agreed in annex 5. In such cases the invoiced amount shall apply to the period up until the invoicing date, as well as any coverage of expenses accrued in the same period.

The Consultant's invoices shall be specified and documented so that the Customer can easily check the invoice in relation to the agreed payment. All invoices for hours used shall have a detailed specification of the used hours attached. Disbursement shall be specifically stated.

Payment shall be made 30 (thirty) calendar days after receipt of an invoice.

6.3. Late Payment Interest:

If the Customer does not pay by the agreed date, the Consultant can demand interest on the amount that is due for payment, in accordance with the law from 17.12.1976 No 100 on interest for late payments, etc. (the Late Payment Interest Act).

6.4. Breach of Payment:

If a due remuneration with the addition of late payment interest is not paid within 30 (thirty) calendar days from the due date, the Consultant can send written notification to the Customer that the contract will be cancelled if the payment is not settled within 60 (sixty) calendar days of the notification being received.

Annulment cannot be made if the contracting authority pays the due remuneration with the addition of the default interest by the deadline.

6.5. Price Changes:

The prices can be changed to the degree that rules or decisions for public duties are changed which affect the Consultant's remuneration or costs.

The hourly rate can always be changed at the start of every year, limited to an amount that is equivalent to the increase in SSB's consumer price index (the main index), based on the index for the month the contract was signed, unless another index is agreed in annex 5.

Any other provisions on price changes are stated in annex 5.

7. Copyright and Property Rights. Property rights, copyright and other relevant material and immaterial rights to the Assignment's results fall to the Customer when payment has been made, unless otherwise agreed in annex 6 and with the limitations resulting from another contract or mandatory law.

The rights also include the right to changes and assignability, cf. the Act from 12.5.1961 No 2 on copyright to intellectual property etc. (the Intellectual Property Act) § 39b.

The Consultant maintains the right to his own tools and method basis. Both parties can also use general knowledge (know-how) that is not confidential that they have acquired from the Assignment.

8. The Consultant's Breach:

8.1. What is Seen as a Breach. A breach exists from the Consultant's side if the service performed is not in accordance with the agreed functions, requirements and deadlines. A breach also exists if the Consultant does not fulfil other obligations in accordance with the contract.

A breach does not exist, however, if the situation is due to the Customer's conditions or a force majeure.

The Customer shall give written notice without undue delay after the breach has been discovered or ought to have been discovered.

8.2. Notification Obligation:

If the Consultant's services cannot be provided as agreed, the Consultant shall, as quickly as possible, give the Customer written notification of this. The notification shall state the reason for the problem and as far as possible when the service can be delivered. The equivalent applies if further delays must be expected after the 1st notification has been given.

8.3. Additional Deadline:

The Consultant can request an additional deadline that must be approved in writing by the Customer in order for it to be valid.

The Customer cannot apply day fines or compensation during the additional deadline period. An additional deadline does not affect the Customer's right to day fines or compensation which was worked up before the additional deadline.

8.4. Rectification:

The Consultant shall start and execute the work of rectifying breaches without undue delay, for improvements, redelivery or additional delivery without extra cost to the Customer.

8.5. Sanctions for Breaches:

8.5.1. Withholding payment. If the Consultant breaches the contract, the Customer can withhold payment, but not openly more than what is necessary to ensure the Customer's demands resulting from the breach. The Consultant cannot withhold services due to the Customer's breach unless the breach is serious.

8.5.2. Day fines for delays:

If the agreed date for delivery, or another deadline that the parties have connected day fines to in annex 3 is not complied with, and it is not due to a force majeure or the Customer's conditions, a delay exists from the Consultant's side which will form the basis for day fines.

The day fines will automatically accrue. The day fine will make up 0.15 % of the total remuneration for the delivery (the contract sum) excluding VAT for each calendar day that the delay lasts for, but limited to a maximum of 100 (hundred) calendar days.

Other day fines and other terms for the day fine can be agreed in annex 5.

The Customer cannot cancel the contract during a day fine period. This time restriction does not apply however if the Consultant, or someone he is responsible for, is guilty in intent or gross negligence.

If only a part of the agreed service is delayed, the Consultant can demand a reduction of the day fine that is in relation to the Customer's possibility to make use of the part of the service that has been provided.

8.5.3 Price reduction

If, despite repeated attempts, the Consultant has not succeeded in rectifying a shortcoming, the Customer can demand a relative reduction in the contract sum. The price reduction is compensation for the reduced value of the delivery, and it is independent of any compensation.

8.5.4. Cancellation:

If there is a serious breach, the Customer can, after giving the Consultant written notification and a reasonable deadline to get the conditions in order, cancel the contract with immediate effect.

The Customer can cancel all or parts of the contract with immediate effect if the service is considerably delayed. Considerable delays occur when the delivery has not occurred when the maximum day fine is reached, or after an additional deadline expires if this expires at a later date.

If the breach is of such a nature that the Customer has little or no use of the submitted material, the Customer can, when cancelling the contract, demand to have the remuneration refunded for hours used and any expenses that the Consultant has received during the contract, with the addition of interest, equivalent to NIBOR plus 1 (one) percent, from the date payment is made. The Customer shall otherwise pay for services that have been contractually provided before the cancellation date to the degree that the Customer can use these services as intended.

8.5.5. Compensation:

The Customer can demand compensation for all direct losses that can reasonably be attributed to the delay, shortcoming or other breach from the Consultant's side, unless the Consultant proves that the breach or reason for the breach are not the Consultant's fault. Day fines will be deducted from any compensation for the same delay.

8.5.6. Compensation limitations:

Compensation for indirect losses cannot be demanded. The loss of data will be seen as an indirect loss, apart from where this is due to data handling, which is the Consultant's liability under the contract.

The total compensation in the contract period is limited to an amount that is equivalent to the contract sum excluding VAT or an agreed estimated for the Assignment.

These limitations do not apply however if the Consultant or someone he is responsible for has shown serious negligence or intent.

9. The Customer's Breach.

9.1. What Is Seen As A Breach. A breach exists from the Customer's side if the Customer does not fulfil its obligations in accordance with the contract.

A breach has not occurred, however, if the situation is due to the Consultant's conditions, or conditions that can be seen as a force majeure.

The Consultant shall give written notice without undue delay after the breach has been discovered or ought to have been discovered.

9.2. Notification Obligation:

If the Customer cannot fulfil his obligations in accordance with the contract, including deadlines, the Customer shall give the Consultant written notification of this as soon as possible. The notification shall state the reason for the problem and as far as possible when the Customer will be able to fulfil his obligations again.

9.3. Limitations in the Consultant's Right to Withhold:

The Consultant cannot withhold services as a result of the Customer's breach, unless the breach is serious.

9.4. Compensation:

The Consultant can demand compensation for all direct losses that can reasonably be attributed to the breach, unless the Customer can prove that the breach was not the Customer's fault.

The compensation limitation in point 8.5.6 applies equivalently.

10. Other Provisions:

10.1. Insurance. If the Customer is a public entity, the Customer is self-insured. If the Customer is not self-insured, the Customer is obliged to have sufficient insurance to cover the demands from the Consultant resulting from the Customer's risk or liability in accordance with this contract within the framework of general insurance terms.

The Consultant is obliged to have sufficient insurance to cover all demands from the Customer resulting from the Consultant's risk or liability in accordance with this contract within the framework of general insurance terms. This obligation will be seen as met if the Consultant takes out liability and risk insurance on terms that are seen as ordinary within the Norwegian insurance business.

10.2. Hand Over of Rights and Obligations:

To the degree that the Customer is a public entity, the Customer can hand over its rights and obligations in accordance with this contract to another public entity. The entity that gets the rights and obligation handed over to them is entitled to equivalent terms, if the contract's rights and obligations are handed over together.

The Consultant can only hand over its rights and obligations in accordance with the contract with written consent from the Customer. This also applies if the Consultant is merged with another company, divided into several companies or if the hand over is to a subsidiary company or another company in the same group. Approval cannot be refused without a justifiable reason.

The right to remuneration in accordance with this contract can be freely handed over. Such a hand over does not exempt the party in question from his obligations and liability.

10.3. Bankruptcy, Composition with Creditors, etc.

If debt negotiations, composition with creditors or bankruptcy or another form of credit management is started with the Consultant's company, the Customer has the right to cancel the contract with immediate effect.

10.4. Force Majeure:

If an extraordinary situation occurs that is outside the parties' control, which makes it impossible to fulfil the obligations in accordance with this contract and which, according to Norwegian law, must be seen as a force majeure, the opposite party shall be notified as quickly as possible. The affected party's obligations will be suspended for as long as the extraordinary situation lasts. The other party's services will be suspended for the same period. The opposing party can only cancel the contract in a force majeure situation with the affected party's consent, or if the situation lasts or is expected to last for longer than 90 (ninety) calendar days calculated from the date the situation occurred and only then with 15 (fifteen) calendar days notice.

In force majeure situations both parties have a mutual information obligation to each other on all conditions that must be seen to be of importance for the other party. Such information shall be given as quickly as possible.

11. Disputes:

11.1. Choice of Law. The parties' rights and obligations in accordance with this contract are entirely determined by Norwegian law.

11.2. Negotiations:

If a dispute occurs between the parties on the interpretation or legal consequences of the contract, an attempt to solve the dispute through negotiations shall be tried 1st.

11.3. Mediation:

If a dispute about this contract is not solved after negotiations, the parties can attempt to solve the dispute by mediation.

The parties can choose to use Den Norske Advokatforening's rules for mediation with a lawyer, possibly modified in accordance with the parties' wishes. It is a prerequisite that the parties agree on a mediator with the competence that the parties believe is best for the dispute. The procedure for the mediation will be decided by the mediator, in consultation with the parties.

11.4. Law Court or Arbitration:

If a dispute is not solved by negotiations or mediation, each of the parties can demand that the dispute is decided with final effect by a Norwegian Court of law.

The Customer's business address is the legal venue.

The parties can alternatively agree that the dispute is decided with final effect by arbitration in Norway in accordance with the Act dated 14.5.2004 No 25 on Arbitration (the Arbitration Act).

Fill in the information below, print it out and sign the document. The document is to be scanned and enclosed with the tender.

II.1.5. CPV code(s)

79419000 Evaluation consultancy services

II.1.6. Information about the Government Procurement Agreement (GPA)

II.2. Total value of the contract/lot

II.2.1. Total value of the contract/lot

Section IV: Procedure

IV.1. Type of procedure

IV.1.1. Type of procedure

Open

IV.2. Award criteria

IV.2.1. Award criteria

IV.2.2. Information about electronic auction

An electronic auction has been used: no

IV.3. Administrative information

IV.3.1. File reference number attributed by the contracting authority

15/5147

IV.3.2. Previous publication concerning this procedure

Section V: Award of contract

V.1. Date of conclusion of the contract

13.8.2015

V.2. Information about tenders

V.3. Name and address of the contractor

Official name: Stiftelsen SINTEF

National registration number: 948 007 029

Postal address: Strindveien 4

Town: Trondheim

Postal code: 7465

Country: Norway

E-mail: hanne.t.kvam@sintef.no

Fax: +47 073593350

Internet address: <http://www.sintef.no>

V.4. Information on value of the contract/lot

V.5. Information about subcontracting

Section VI: Complementary information

VI.1. Information about European Union funds

VI.2. Additional information

Visma notice: <https://opic.com/id/afchnemtib>

VI.3. Procedures for review

VI.3.1. Review body

VI.3.2. Review procedure

VI.3.3. Service from which information about the review procedure may be obtained

VI.4. Date of dispatch of this notice

28.1.2016