

**Norway-Oslo: Evaluation consultancy services**  
**OJ S 28/2016 10/02/2016**  
**Contract award notice**  
**Services**

**Directive 2004/18/EC**

**Section I: Contracting authority**

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**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 Køhler Knutsen

E-mail: [ingrid.kohler.knutsen@helsedir.no](mailto: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=aflichavtai&GoTo=Docs)

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

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

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

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**II.1. Description**

**II.1.1. Title**

Evaluation of the psychosocial follow-up model after 22.07. — New notice.

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

Services

Service category No 8: Research and development 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 Health Directorate wants an external and independent evaluation of the psychosocial

follow-up model after the terrorist attacks of 22.7.2011. The evaluation will contribute to the knowledge base for further development of work with psychosocial follow-up after crisis, accidents and catastrophes.

The assignment has previously been announced, but then it had a lower economic limit. The assignment is being re-announced and it must be started as soon as possible after the contract has been signed and completed by 13.5.2016.

The procurement process is covered by the Public Procurement Act, 16 July 1999 no. 69 (LOA) and the public procurement regulations (FOA) dated 7 April 2006 (FOA). Parts I and III of the Public Procurement Regulations apply to this procurement. This procurement follows the open tender contest procedure. This is a procurement procedure that does not allow negotiations.

The Norwegian Directorate for Health is a specialist director and an administrative body under and controlled by the Ministry Of Health And Care Services. The directorate also has assignments from other ministries.

The Norwegian Directorate of Health's vision is Good health and a good life. See [www.helsedirektoratet.no](http://www.helsedirektoratet.no) for further information on the directorate.

The responsible entity for the contract in this contest is the Department for Mental Health and Drugs and Alcohol, which is a part of the primary health services division. The Department for Procurements, Operations and Contract Management is responsible for the procurement process.

Email address: [anskaffelser@helsedir.no](mailto: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 five working days before the tender deadline will not be answered.

The Norwegian Directorate of Health (hereafter referred to as the contracting authority) would like to enter into a contract for an evaluation of the psychosocial follow-up of those affected by the terror attacks 22.7.2011.

The Ministry of Health and Social Care gave the Norwegian Directorate of Health the task of coordinating the psychosocial follow-up of those affected by the terror attacks 22.7.2011. The follow-up has mainly followed two different models, a proactive municipal model for survivors with relatives and the bereaved from the terror attack on Utøya and a separate company model for the Ministry employees and their relatives in the Government Quarter.

The assignment shall be started as soon as possible after the contract has been signed and it shall be carried out over a period of eight months. See the description in part 2 Specifications and award criteria for further details.

The competition is announced in the DOFFIN database — see [www.doffin.no](http://www.doffin.no) and in the TED database.

Notice in Doffin and TED:

25.6.2015

Tender deadline: 14.8.2015 12:00

Evaluation:

Weeks 34 — 35

The contract shall be regulated by the attached proposal for the Standard Contract Terms. The contracting authority has the right, before the tender deadline, to make corrections, supplements and changes to the tender documentation which are not of a significant character. Corrections, supplements or changes shall be immediately sent to all those who have received the tender documentation. Information that the contracting authority gives after an enquiry

from one service provider shall be also immediately sent to all the other tenderers. If the corrections, supplements or changes mentioned in the first section are given so late that it is difficult for service providers to take them into consideration in their tender, a proportional extension of the tender deadline shall be given. All service providers shall be notified of the extension. Service providers are obliged to understand all the documents covered by the enquiry and ensure that they have received and have access to all relevant information on the enquiry. If a service provider discovers an error, exemption, in consequence or other shortcoming in the enquiry documentation, the service provider is immediately obliged to make the contracting authority aware of this.

Requirement: The service provider must have the financial capacity to carry out the assignment.

Documentation requirement: Credit evaluation/rating, not older than 12 months, based on the last known accounting figures. The rating shall be carried out by an officially certified credit rating institution. Minimum requirement — the tenderer shall be creditworthy.

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, see the annex.

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

Service providers shall treat all information they are aware of through the enquiry and when preparing their tenders as confidential. Service providers shall not comment on this enquiry in public without having first obtained the contracting authority's written consent.

Service providers are themselves to carry all costs related to the tender and participation in the contest.

The service provider's pricing in the tender is in the tender documentation part 2 Specifications and award criteria.

Payment and invoicing terms are included in the contract terms.

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 (FOA) § 3-6.

The chosen service provider will, upon the award of contract, be asked to assess and mark text and information in the tender which is seen as operational and business conditions, which it will be of competitive importance to keep secret. The contracting authority has, however, the right and duty to assess whether the information can be kept secret in accordance with the Public Administration Act § 13 jfr FOA §3-6.

The Ministry of Health and Social Care gave the Norwegian Directorate of Health the task of coordinating the psychosocial follow-up of those affected by the terror attacks 22 July 2011. The Norwegian Directorate of Health's work with the follow-up after 22.7.2011 is pursuant to Prop. 1 S (2013-2014) and to the Norwegian Directorate of Health's award letter for 2014 from the Ministry of Health and Social Care. The follow-up has mainly followed two different models, a proactive municipal model for survivors with relatives and the bereaved from the terror attack on Utøya and a separate company model for the Ministry employees and their relatives in the Government Quarter.

Requirements for the delivery/tender

The tender must include: -The service provider's assessment/understanding of the assignment /the contracting authority's needs as they are described.

— Proposals for the solution and a description of the choice of method to respond to the

questions that the evaluation shall give answers to. The description of the method must highlight the ethical standard in the work.

— A description of how the service provider will set up the work with the assignment in order to ensure that the evaluation gives answers to the wanted questions.

— A milestone plan that highlights the plans for cooperation with relevant actors such as NKVTS, SfK, the national support group for the events on 22 July, the country's county governors, the country's municipalities, the health services, the company health service in the DSS, the Norwegian Directorate of Health etc. -A complete manpower plan for the assignment with names and role division. CVs must be enclosed and it must be clear how competence is ensured/will be obtained internally and possibly externally.

— A description of and references from similar previous assignments.

— An overview of a previous relevant cooperation network.

— A cost overview as a part of the progress plan for the different activities with information on the total price and hours used. Costs that the service provider knows will incur, but which are not specifically stated in the tender will be seen as included in the given costs. The assignment shall be started as soon as possible after the contract has been signed and completed after eight months.

The evaluation shall be submitted in the form of a report by 13.5.2016. A provisional draft of the evaluation/report must be at the directorate by 29.4.2016. The report and all the documentation shall be prepared in a Scandinavian language or in English and submitted as an electronic version that can be altered to pdf files for later printing and publication as needed. 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.

<http://www.helsedirektoratet.no/publikasjoner/lering-for-bedre-beredskap-/Sider/default.aspx><http://www.helsedirektoratet.no/publikasjoner/kartlegging-av-kommunenes-oppfolging-av-de-rammede-etter-22711/Sider/default.aspx><http://www.regjeringen.no/nb/dep/smk/dok/nou-er/2012/nou-2012-14.html?id=697260>

The service provider's understanding and proposals for the solution and choice of method to answer the questions based on the guidelines, cf. point 2.3 Work form, will be of importance. Particular emphasis will be put on the ethical standard in the solution. The service provider's offered competence/team with a clear description of own/internal competence and any external competence used, will also be of importance for the evaluation. The service provider's references for equivalent assignments and previously relevant cooperation networks will also be emphasised in the evaluation.

Service providers shall describe how they will set up the work with the assignment in order to ensure progress and

delivery by the set deadlines. Furthermore, also how service providers will set up cooperation with the contracting authority and the relevant cooperation partners. The proposed milestone plan, given the many actors, will be of importance for the evaluation for this award criteria.

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

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: Yes/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 February 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 one 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 February 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 May 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 one 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 December 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 May 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 first 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 dayfines 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 first.

#### 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 Lawcourt 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).

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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, 79400000 Business and management consultancy and related services, 79410000 Business and management consultancy services, 85121270 Psychiatrist or psychologist 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

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#### 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

15/6019

##### IV.3.2. Previous publication concerning this procedure

### Section V: Award of contract

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#### V.1. Date of conclusion of the contract

15.10.2015

#### V.2. Information about tenders

#### V.3. Name and address of the contractor

Official name: Agenda Kaupang AS

National registration number: 968 938 525

Postal address: Holtet 45

Town: Stabekk

Postal code: 1368

Country: Norway

E-mail: [even.korsvold@agenda.no](mailto:even.korsvold@agenda.no)

Fax: +47 67575701

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

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

#### V.5. Information about subcontracting

### Section VI: Complementary information

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#### VI.1. Information about European Union funds

#### VI.2. Additional information

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

#### 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**

9.2.2016