



Broadcast Control System (BCS)

NRK 2023-1264

SSA-T Appendix 7 – Total price and pricing provisions

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1 INTRODUCTION

This Appendix contain the Contractor’s total price and pricing provisions for the deliverables as specified by the Customer in SSA-T Appendix 1 and described by the Contractor in SSA-T Appendix 2.

The description must be sufficiently detailed so that the Customer can prepare and provide the specified competence and capacity at the specified time.

Text inserted by the Contractor should be marked with blue font.

Note: the remaining descriptions of this Appendix will be clarified during the negotiation phase.

2 CONSIDERATION (CLAUSE 8.1)

- All charges and prices are complete, transparent, predictable, and recognizable.
- Charges are independent of Contractor’s underlying assumptions concerning workload, effort, or other variables, except for those price elements with a pre-agreed and identified price sensitivity driver.
- Charges include all software and hardware and other resources required to provide the services except for any software and hardware specifically listed as provided by the Customer.
- NRK expects the charges as defined in Attachment 1 to show a downward pricing trend for support costs reflecting Contractor’s economy of scales, commitment to provide optimized services and optimized utilization of knowledge and technology.
- The Contractor shall design, implement, and deliver services in a way optimizing Customer’s total cost of ownership based on the requirements provided by the Customer. Customer has the right to require the Contractor to take accountability for elements of the total cost of ownership beyond the Contractor’s own resource usage and cost for specific services or projects, this could include hardware or software or use of Customer and other third-party resources.
- As NRK is implementing the BCS in stages or phases, the pricing of the product would scale as the number of end points or devices are operated with help by the BCS.

The Contractor must provide the pricing using the attached spreadsheet (“Attachment 1 – Price Sheet”). The Price Sheet is based upon the following pricing elements;

Price element	Description
Monthly Subscription Pricing	<ul style="list-style-type: none"> • Monthly services fee forms the recurring services fee for the customer without NRK having to place a specific order. For avoidance of doubt, the recurring charges for a service can be zero (0), in case for a unit price (P) or a unit volume consumption (Q) is zero in a certain period. • NRK and the Contractor will agree on the number of units under delivery (Q) each month using a defined process as specified in section 3.3. • BCS instance is defined as the single copy or cluster of core software running on a physical or a virtual server. If the single instance is across main and reserved or redundant servers to provide resilience, then it is still priced as a single instance. • Low complexity device is defined as unit of cost of a simple integration/interface/API/microservices or a driver.

	<ul style="list-style-type: none"> • Medium complexity device is defined as a unit of cost of a medium complex integration/interface/API/microservices or a driver. • High complexity device is defined as a unit of a cost of a high complex integration/interface/API/microservice or a driver. • Client is defined as a cost of a user using the complete BCS software. NRK prefers a price per concurrent user. • Hosted Client Tile is defined as unit of cost of a single layout fixed web tile hosted in 3rd party UI. Ideally this cost should be included in BCS instance. • NRK prefers to follow a scalable subscription model with monthly charges systematically calculated using the NRK CMDB as agreed during the project planning. • The total Monthly Subscription Pricing would be defined as the sum of the BCS instance cost, cost of low/medium/high complex integrations, cost of number of Clients and the cost of number of Hosted Client Tiles. • The predictable pricing method using the Attachment 1 will be defined further with the Contractor during the negotiation process. • Please use the scaling information included in SSA-T Appendix 1 to provide Monthly Subscription Pricing. If pricing is limited to a list of specific existing device integrations, please list them. • NRK expects to see a threshold in price increase such that the price stabilizes and becomes predictable after reaching certain volume threshold for each type of integrations. The Contractor is urged to provide the volume threshold in the Attachment 1. • NRK prefers support costs to be included within a single subscription charge. Where additional premium support charges are proposed these should be defined during negotiation and should be annual and reducing as experience and stability increase. • Note: The degree of deviation from the Customer's proposed pricing model will have a proportionate consequence for the evaluation of the award criterion 'Price'.
Hardware and Software Dependencies	<ul style="list-style-type: none"> • NRK prefers to supply COTS IT hardware and software licenses for the BCS, using virtualised resources wherever possible. Please list any specific virtual machines, hardware or software requirements that would be required for Contractor's BCS implementation. • NRK will use this information to provision the requisite virtual machines, software, and hardware, and use the details to compute the Total Cost of Ownership for the proposed BCS solution.
One Time Implementation Costs	<ul style="list-style-type: none"> • Where costs cannot be proposed as the monthly subscription pricing model, please include them as one-time implementation costs. • The price shall include all direct and indirect costs associated with the entire stage-wise (v0.5, v1.0, and v2.0) implementation plan for the BCS. • The Contractor is expected to break down the estimate of professional services related to implementation to show charges for each resource. The resources could have different unit prices and therefore transparent pricing is expected so that NRK can predict pricing for different phases of establishment of the BCS costs.

	<ul style="list-style-type: none"> • The Contractor is expected to provide costs of software and hardware for initial implementation costs if any as per the Attachment 1. • The Contractor is expected to include any hardware costs where software cannot be hosted on NRK supplied hardware. Please include costs for hardware panels as well. • NRK expects the Contractor to provide effort required by NRK to support the Contractors' BCS implementation for the various stages. The roles, competencies, and effort provided here shall be in accordance with the Contractor's response provided as part of SSA-T Appendix 6.
Rate Card	<ul style="list-style-type: none"> • Where costs cannot be proposed within the Monthly Subscription Pricing model or One Time Implementation Costs, NRK prefers to agree a rate card in advance, with an open book approach to utilisation.

2.1 Rate Card

The Contractor shall provide pricing in either USD or EUR currency (NRK prefer the pricing to be in USD), exclusive of value-added tax but inclusive of customs duties and other indirect taxes. The pricing will be evaluated based on the currency exchange rate according to central bank of Norway on the date of submission of the tender.

- The rate card regulation is valid for any service, deliverable, or project regardless of the price model in use.
- Rates card delivered in Attachment 1 shall be regarded as maximum rates applicable for any delivery under this Agreement based on any of the pricing models. The parties have the option to agree upon lower rates for specific cases.
- The provided hourly/day rates shall include all wages, social charges, and expenses. The Contractor is not allowed to charge higher rates for overtime or for work outside of regular local business hours (e.g., for extended business hours), unless pre-approved by the Customer.
- The Contractor may only charge the Customer for actual time spent by the Contractor personnel on the specific assignment or project. This will not include e.g.: lunch or longer breaks, vacation, appraisals, sickness, or training; time spent on Contractor internal activities such as Contractor internal status reporting, Contractor internal risk management, etc.; time spent performing any services (other than the Customer's requested assignment or project); or time spent performing services for Contractor or other Contractor customers. The Contractor shall invoice the Customer the lesser of; A) the actual hours per day times the applicable hourly rate or B) the applicable day rate for the resource in question.

Travel and Expenses

The following principles will apply for any travel and expenses which the Customer will remunerate under the scope of this Agreement, unless explicitly agrees otherwise:

- All travel and expenses which shall be reimbursed by the Customer must be approved by a Customer authorized representative prior to ordering such travel.
- Travel, expenses, and potential subsistence allowances shall be reimbursed at cost price without any mark-up.
- Any potential subsistence allowances shall be in accordance with state travel regulation in the country the traveller is employed, unless otherwise agreed.

- The Customer will not be charged for any cost related to requesting and/or obtaining the required visas or other permits unless explicitly agreed.
- The Contractor will provide Customer with details of the travel cost with each invoice. As a minimum the details will include the name of the traveller, travel dates, destination, and purpose of the travel. Upon request of the Customer, Contractor will also provide copies of the actual invoices and receipts. Information from Contractor must be provided within fifteen (15) days from the date Customer requested this information.

3 INVOICING (CLAUSE 8.2)

3.1 Principles

- All deliveries are to be invoiced according to price terms as given from this Agreement.
- The Contractor cannot add additional fees to the invoices, such as ordering fees, invoice fees or any similar fee.
- Payment terms are 30 days credit. Paying the invoice, does not involve approval of the delivery.
- All invoices must come directly from the Contractor. Invoices from subcontractors will not be accepted unless specifically agreed in each case.
- Invoices that are not issued correctly will be returned and claimed credited.
- The price also includes necessary meeting activities under this Agreement, insurances, and courier mail.
- Any pre-payments require a Bank Guarantee.
- Invoices shall (unless otherwise agreed) be sent electronically in standard format EHF (electronic trading format).
- Electronic invoices shall be addressed to the respective organization and the following VAT number: *[TO BE INSERTED UPON CONTRACT SIGNATURE]*
- All invoices must be marked with contract number: *[TO BE INSERTED UPON CONTRACT SIGNATURE]*
- Attachments shall be of the format PDF or TIF and should be embedded in the XML document. If possible, we also want the invoice attached as an appendix. This ensures a better view of the invoice in our invoice processing system.

3.2 Invoice requirements

The invoice must also meet the following requirements:

- 1) The invoice must be numbered and dated
- 2) The invoice must contain information on:
 - a. Contractor's name, address, and organization (including VAT when the Contractor is VAT registered)
 - b. Buyer's name and address
 - c. Clear description of what is delivered
 - d. Quantity or scope of the supplied
 - e. Price (specified tax base and tax amount)
 - f. Delivery time and place of delivery
 - g. Invoices should be addressed to: *[TO BE INSERTED UPON CONTRACT SIGNATURE]*

3.3 High level invoicing process

- Before workday four (4) of the following month, the Contractor will send to the Customer:
 - a consolidated overview of the reported volumes of that month for services with a variable charge

- an overview of all charges including a short explanation of changes compared to previous month
- Other required invoicing or commercial reports
- Within said month, the Contractor shall schedule the monthly invoice meeting with the Customer to discuss changes compared to previous months before the workday ten (10) of the month. The Customer will verify the measurements and confirm in meeting whether the reported volumes are accepted.
- Contractor shall issue the monthly invoices before the 15th working day of the month.
- The Customer will release invoices for payment for all accepted timesheets before the payment term expires.

3.4 Payment plan

3.4.1 One-time Implementation Costs payment schedule

The following payment percentages of the one-time implementation total cost (i.e., combined cost for all charges including professional services, hardware, and software) will be paid on the achievement and subsequent written Customer approval of the following milestones for each stage of the MPP program (v0.5, v1.0, and v2.0):

Stage	Milestone	Payment
v0.5	M1: Approval of the detailed specification (Clause 2.2.2)	20%
	M2: Acceptance test approved (Clause 2.4.6)	60%
	M3: Delivery date (Clause 2.5.3)	20%
v1.0	M1: Approval of the detailed specification (Clause 2.2.2)	20%
	M2: Acceptance test approved (Clause 2.4.6)	60%
	M3: Delivery date (Clause 2.5.3)	20%
v2.0	M1: Approval of the detailed specification (Clause 2.2.2)	20%
	M2: Solution ready for acceptance test (Clause 2.4.2)	60%
	M3: Delivery date (Clause 2.5.3)	20%

3.4.2 Start of the charging of Monthly Subscription Pricing

The Contractor may start charging the Customer for recurring services when the milestone M2 has been met for the specific stage based on the actual use of the services in terms of integration to different devices and clients. Should a particular milestone (M2) be partially accepted; the Customer is entitled to reduce the recurring service fee or monthly subscription fee to the actual use from M2 for that stage according to the Attachment 1.

4 PRICE ADJUSTMENTS (CLAUSE 8.5)

The Monthly Subscription Pricing (including support fee) and Rate Card is subject to annual index adjustment as stipulated by the [Statistics Norway's retail index](#) (the main index).

5 INTERACTION WITH EQUIPMENT AND OTHER SOFTWARE (CLAUSE 2.3.2)

All the available integration costs should be included in Attachment 1 as per the requested pricing model. The integrations that will be developed by the Contractor specifically at the Customer's request; will be charged at the Contractor's hourly rates in a pre-agreed project or service request process.

6 TRAINING (CLAUSE 2.3.7)

The training costs shall be added to the Attachment 1. The Contractor is expected to provide one time course fee all-inclusive for at least a minimum of 10-15 NRK employees or NRK's subcontractors at a time.

7 CONVERSION (CLAUSE 2.3.8)

If prices for any conversion of the Customer's data shall not be based on an hourly rate, the Customer shall specify this here.

8 CANCELLATION IN CONNECTION WITH THE SPECIFICATION PHASE (CLAUSE 2.6.1)

The Customer may stipulate a cancellation fee for the specification phase here. If this is done, the Customer cannot be charged for the costs associated with reassigning the Contractor's personnel (point b) or the Contractor's other documented costs (point c). The Customer should be cautious when it comes to setting the cancellation fee too low, since this could result in the Contractor stipulating reservations that will result in rejection.

If the Customer has agreed a separate consideration for the specification phase, the total cancellation fee for the work and reassignments costs shall not exceed this amount.

If the Customer neither has stipulated a cancellation fee or the consideration for the specification phase cannot be determined from an overall assessment of SSA-T Appendix 7, there is no upper limit to the size of the consideration the Customer shall pay to the Contractor. In such circumstances the Customer could be liable for the amounts/costs stipulated in points a) to c).

9 CANCELLATION AFTER THE SPECIFICATION PHASE (CLAUSE 2.6.2)

If the cancellation fee after the specification phase shall deviate from clause 2.6.2 of the Agreement, this shall be stated here.

10 CHANGE ESTIMATE (CLAUSE 3.2)

If the Contractor shall offer standard prices for the preparation of change estimates, the Customer shall specify this here.

11 SCOPE OF THE WARRANTY (CLAUSE 4.1)

If the warranty period deviates or could deviate from clause 4.1 of the Agreement, the Customer shall state this here.

12 THE RESPONSIBILITY OF THE CONTRACTOR FOR ITS PERFORMANCE (CLAUSE 5.1)

If a maximum financial limit shall be agreed for the Contractor's obligation to work out temporary solutions that work around errors in standard software, the Customer shall specify it here.

The Contractor shall ensure that standard software is offered under licence terms and conditions with a right of disposal that satisfy the requirements in respect of the deliverables and their area of use stipulated by the Customer in SSA-T Appendix 1, and this Agreement's provisions governing right of disposal. If the provisions of licence terms and conditions governing right of disposal differ from this Agreement's provisions governing right of disposal, the Contractor shall clearly describe these deviations here.

13 COOPERATION WITH THIRD PARTIES (CLAUSE 5.4)

The Customer shall specify any consideration for the Contractor having to work with a third party that is performing tasks on behalf of the Customer.

14 LIMITED RIGHT OF DISPOSAL (CLAUSE 10.2.1)

The Contractor shall specify the consideration for the right of disposal in respect of the software (licences), as well as any prerequisites and limitations, for example, in relation to the number of users or the place where the right of disposal is exercised/the equipment used to do so, or other factors, here.

15 MAKING OF COPIES – COPYING (CLAUSE 10.4.1)

The Contractor shall state its prices for copies of documentation here.

16 DURATION OF THE RIGHT OF DISPOSAL (CLAUSE 10.5.2)

If the duration of the right of disposal differs from clause 10.5.2 of the Agreement, the Customer shall ask the Contractor to state it here.

If a right of disposal has been agreed in return for the payment of ongoing consideration, the right of disposal may be terminated by the Customer by giving three (3) months' notice, unless the Customer has specified another deadline here.

Any detailed provisions concerning consideration during the period of notice may be agreed here.