



Direktoratet for
samfunnssikkerhet
og beredskap

Tender 2011/1689

Establishment of framework agreement for delivering diesel purification system



Contents

1	About the Principal.....	4
2	The purpose and scope of the procurement	4
3	The contract period and contract form.....	4
4	Tender rules	5
5	Qualification requirements	7
6	Award criteria.....	8
	Appendix 1 Requirement table with price form	9
	Appendix 2 Declaration regarding acceptance of terms and statement of any reservations	10
	Appendix 3 Self-declaration regarding HSE	11
	Appendix 4 Self-declaration regarding ethical matters	12
	Appendix 5 Special contractual terms	13
1	The parties	15
2	The contract	15
3	Contract documents	15
4	Prices	15
5	Order procedures	15
6	Delivery	15
7	Terms of payment.....	16
8	Invoicing.....	16
9	Amendments.....	17
10	Use of subcontractors	17
11	Wages and working conditions.....	17
12	Confidentiality	17
13	Governing law and disputes	17
14	Addresses and contacts:.....	18
	Appendix 6 General contractual terms for public procurement (AKS89).....	19
1	Price.....	21
2	Delivery	21
3	Insurance.....	22
4	Payment	23
5	Subcontractors	23
6	Separation of material, etc.	23
7	The Supplier's quality control.....	24
8	The Buyer's quality control	24
9	Patents and rights.....	25
10	Documentation	25
11	Protection of information.....	25
12	Advertising	26
13	Liability for errors and defects	26
14	Amendments.....	27
15	Termination	27
16	Document priority	28
17	Disputes	28

1 About the Principal

The Directorate for Civil Protection and Emergency Planning (DSB) currently comprises a head office in Tønsberg with approx. 230 employees, and five regional offices conducting audits of businesses with high voltage systems. The Directorate's area of responsibility also includes the Norwegian Fire Academy, the National Training Centre for Civil Protection and Emergency Planning and the Norwegian Civil Defence. The Norwegian Civil Defence consists of 20 district offices and the Norwegian Civil Defence's Central Facility. DSB has a total of about 640 employees.

For further information about DSB, click [here](#).

For further information about the Norwegian Civil Defence, click [here](#).

For further information about the Norwegian Fire Academy, click [here](#).

Any questions must be directed to the Principal through the Merzell portal, see more information about this in Item 4.3.

2 The purpose and scope of the procurement

In connection with emergency preparedness, preparations, exercises and carrying out operations in disaster areas worldwide, the Norwegian Support Team (NST) needs a considerable amount of equipment. In connection with this, a framework agreement will be established for e.g. delivery of diesel purification systems to NST, including a diesel reservoir and technical installation for parts of this (hoses, filling station, spareparts etc.).

Roughly, one quartering camp consists of eight quartering tents with contents and equipment, one kitchen tent, one mess tent, as well as three tents for use as technical facilities, storage and offices, in addition to associated infrastructure such as electricity, lighting, heating/cooling and water and drainage. See enclosed sketch included with the requirement specification in Appendix 1.

As regards experience, approx. one full quartering camp has been delivered and operated on average every 18 months for efforts during international operations. This means that in some years, the equipment has remained in storage. Thus, future efforts and needs for equipment depend on the scope of disasters and associated international demand/requests for assistance from DSB for use of NST. However, in 2010, equipment corresponding to almost two quartering camps was used in connection with the disaster in Haiti. The expected call-out can thus not be indicated exactly.

Equipment that has been shipped to disaster areas is donated upon completion of the mission. Thus, this tender covers reacquisition of equipment to top off supplies for use in any future international operations.

In general, the framework agreement will be available for DSB's entire organisation, and could be used as an option for assignments other than for NST, on an individual basis. In this connection, there is particular reason for emphasising the Norwegian Civil Defence's and the Norwegian Fire Academy's needs, and thus as potential users of the agreement.

3 The contract period and contract form

The contract period is four years, effective from the date the contract is signed by both parties.

- Section I Special terms, see Appendix 5,
- Section 2 Principal's tender documentation,
- Section 3 General contract terms for public procurement (AKS89), see Appendix 6, and
- Section 4 The Supplier's tender, including completed requirement specification and price form.

It is presumed that the supplier is familiar with the content of the contract documents and can accept these without reservations, or alternatively indicate any reservations in Appendix 2 to the tender documentation.

Please note that material reservations can result in rejection of the offer in accordance with Section 20-13 of the Regulations of 7 April 2006, No. 406, relating to public procurement (FOA) § 20-13.

4 Tender rules

4.1 Execution

The procurement is subject to the Act of 16 July 1999 No. 69 relating to public procurement ([LOA](#)) and Chapters I and II of the Regulations of 7 April 2006 No. 406 relating to public procurement ([FOA](#)).

The procurement will be executed by carrying out open competitive tendering. This tender cannot be negotiated. This entails that tenders cannot be amended, including amendment of prices, delivery times or other conditions of importance for the competitive tender. The supplier must therefore submit its best offer by the deadline.

The Principal can reject suppliers that do not submit a tender in accordance with the tender documentation, cf. Section 20-13 of FOA.

4.2 Formulation of the tender

The tender must be prepared in Norwegian and consist of a dated and signed tender letter containing contact information (name, address, telephone, e-mail address).

The tender letter must have the following **numbered** attachments:

Attachment 1	Completed requirement matrix/completed price form (see Appendix 1)
Attachment 2	Declaration regarding acceptance of terms and conditions or statement of any reservations (see Appendix 2)
Attachment 3	HSE self-declaration (see Appendix 3)
Attachment 4	Self-declaration regarding ethics (see Appendix 4)
Attachment 5	Tax certificate
Attachment 6	VAT certification
Attachment 7	Certificate of registration
Attachment 8	Credit appraisal/rating, or annual accounts incl. last year's auditor's report
Attachment 9	References incl. contact information
Attachment 10	A censored version of the total offer, where information of competitive importance for the tender has been removed, cf. Section 13 of the Norwegian Freedom of Information Act and Section 13, first subsection, No. 2 of the Public Administration Act (duty of confidentiality for access requests)

We request that documentation be submitted together in PDF files, insofar as possible.

4.3 Electronic tender submission, support and electronic signature

All tenders must be submitted electronically through [the Mercell portal](#) by the tender deadline. Click the link to access the portal.

Tenderers that are not Mercell users, or that have questions related to how the tool works as regards submission of tenders, must contact Mercell Support at the following e-mail address or telephone:

support@mercell.com, telephone +47 21 01 88 60.

Submission of tenders through the electronic portal requires an electronic signature. Information regarding this can be found at [Buypass](#), [BankId](#) or [Commfides](#). Click the links for further information, or contact Mercell support. All questions in connection with the tender must be submitted via the Mercell communication module. This is to ensure logging of all communication.

The tender can be submitted at any time within the deadline, but will not be opened before expiration of the deadline. If the bidder wants to amend the submitted tender as a consequence of additional information from the Principal or for other reasons, this can be done simply through the portal until the deadline has expired.

Any costs incurred by the supplier in connection with preparation, delivery and follow-up of the tender in reply to the Principal's tender documentation, must be covered by the supplier and will not be refunded

4.4 Tender deadline

The tender deadline has been set at **11 May 2011 at 12.00**. Electronic submission of the tender as indicated in Item 4.3, does not allow submission after the deadline has expired.

4.5 Abidance period

The supplier must abide by its tender until 31 July at 12.00.

4.6 Tender processing

DSB will keep all information from the supplier confidential. Nevertheless, we emphasise that access may be granted to procurement documents in accordance with [the \(Norwegian\) Freedom of Information Act](#). All suppliers will be notified regarding which tender has been chosen.

4.7 Progress plan

The Principal has prepared the following schedule for the process:

Activity:	Date:
Announcement in Doffin/TED	28 March 2011
Deadline for questions in connection with the tender documentation	4 May 2011
Tender deadline	11 May 2011
Notification of contract award	Week 20-21 2011
Closing date for submitting complaints	10 days after notification of award 2011
Signing of the contract	After expiration of closing date for submitting complaints

Please note that the times after opening the tenders are provisional. We reserve the right to change the schedule.

4.8 Partial tenders

It is not possible to submit a tender for parts of the framework agreement. The Principal will contract with one supplier for delivery of diesel purification system.

4.9 Alternative tenders

Alternative tenders will not be accepted. An alternative tender means a tender that differs from the stated minimum requirements in the Principal's requirement specification. However, the Supplier can submit several tenders that fulfil the minimum requirements in the Principal's requirement specification.

5 Qualification requirements

The purpose of the qualification requirements is to determine a lower qualification level, and to prevent non-qualified businesses from participating. If one or more of the qualification requirements are not met, the bidder will be rejected, cf. FOA Section 20-12.

Should the bidder have acceptable reasons for not submitting the requested documentation, the Principal may, prior to the expiration of the closing date, be contacted in order to ascertain whether other documentation might be accepted.

If the bidder wishes to prove that the qualification requirements can be fulfilled by referring to the capacity of partners or businesses which the bidder is directly or indirectly associated with, this must be clearly stated. In such cases, it is a requirement that the bidder can prove that it has the resources of such partners or businesses at its disposal.

5.1 Organisational and legal requirements

Requirement	Documentation requirements
The Supplier is required to maintain good order as regards tax payment and VAT payment, cf. FOA Section 17-14	A tax certificate issued by the chief municipal treasurer, no older than six months. A VAT certificate issued by the chief municipal treasurer, no older than six months. For forms, click here Foreign suppliers must submit signed certificates from authorities corresponding to the Norwegian.
The supplier must have a working system for health, safety and environment (HSE), cf. FOA Section 17-15	Signed self-declaration regarding HSE, see Appendix 3
The supplier must have a legitimately established enterprise	Certificate of registration
The supplier must have wages and working conditions that are not less favourable than what follows from the current national collective wage agreement, or what is normal for the person's location and occupation, in addition to a requirement that the offered goods are produced/will be produced in accordance with ILO core	Signed self-declaration regarding ethics, see Appendix 4 For further information regarding ethical requirements in public procurement, click here .

Requirement	Documentation requirements
conventions	

5.2 The supplier's economic and financial capacity

Requirement	Documentation requirements
The supplier must have the financial capacity to carry out the job/contract	Credit appraisal/rating, no older than one year Or: Annual accounts incl. annual report from the Board of Directors and auditor's report

5.3 The supplier's technical and professional qualifications.

Requirement	Documentation requirements
The supplier must have documented expertise and experience from similar deliveries	Overview of the most important deliveries over the last three years, including their value, timeframe and recipient, as well as contact person/information

6 Award criteria

The contract is awarded on the basis of the offer which, after a comprehensive assessment, emerges as the financially most beneficial, cf. FOA Section 22-2 (1) and (2). Pursuant to this, the following criteria will be emphasised:

Criteria	Weighting
Price	50%
Quality	50%

6.1 Details regarding the price award criterion

All prices must be stated in Appendix 1, excluding VAT and customs duty. The Principal will use as a basis both unit prices and the total price for the fully equipped quartering camp under this criterion.

In addition to prices in accordance with the order list as stated in Appendix 1, a discounted price from the list price/catalogue price that applies for the supplier's total assortment must be provided, so that DSB, the Norwegian Civil Defence and the Norwegian Fire Academy can issue call-offs on the agreement during the contract period.

6.2 Details regarding the quality award criterion

Under the quality award criterion, we will emphasise the best possible fulfilment of the requirement table. For equipment where specific quality requirements have not been observed in accordance with standards, etc., the quality of the offered equipment will be included in the total assessment. This means that high quality is emphasised as positive, but the reverse for corresponding low quality.

 dsb Direktoratet for samfunnssikkerhet og beredskap	DSB Basis for Tender Competition No. 2011/1689 Establishment of framework agreement for diesel purification system
	Page 9 of 27

Appendix 1 Requirement table with price form

See separate Excel spreadsheet labelled Appendix 1. To be completed and submitted with the tender. Please note that the form contains several tabs that must be answered.

**dsb**Direktoratet for
samfunnssikkerhet og beredskapDSB Basis for Tender Competition No. 2011/1689
Establishment of framework agreement for diesel purification
system

Page 10 of 27

Appendix 2 Declaration regarding acceptance of terms and statement of any reservations**Alternative 1:**

It is hereby declared that all terms as designated in the tender documents, including the contract documents, are accepted without reservations.

.....
(date and signature)

Alternative 2:

The tenderer makes the following reservations in relation to terms in the tender documents and/or the contract documents:

	Applicable contract text or other terms:	Tenderer's reservations:
1		
2		
3		
4		
5		
6		
7		
8		
9		
10		
etc.		

The tenderer understands that material reservations may result in rejection of the tender.

.....
(date and signature)

**dsb**Direktoratet for
samfunnsikkerhet og beredskapDSB Basis for Tender Competition No. 2011/1689
Establishment of framework agreement for diesel purification
system

Page 11 of 27

Appendix 3 Self-declaration regarding HSE

This affirmation applies to:

Business name		Business Registration No./ Date of birth and national identity No.	
Address		Country*	
Postal code		City	

I hereby confirm that this business works systematically to fulfil the requirements in legislation on health, safety and the environment, and thereby to satisfy (Norwegian) regulatory requirements and attend to systematic health, safety and environmental work in its activities (the Internal Control Regulations).¹

I confirm that the enterprise is legitimately organised pursuant to applicable tax and working environment regulations as regards employees' professional and social rights. I accept that the Principal, upon request, will be given the right to review and verify the business' system for safeguarding health, safety and the environment.

Date General Manager

I hereby confirm that systematic measures have been implemented to fulfil the above-mentioned requirements in the health, safety and environment legislation.

No employees

Date Employee representative

*For foreign contractors, the following applies: I hereby confirm that, in the preparation of this tender, consideration has been given to the health, safety and environment legislation that follows from the Regulations relating to systematic health, environmental and safety work in enterprises (the Internal Control Regulations), stipulated by Royal decree of 6 December 1996 in pursuance of the Act of 17 June 2006 No. 62 relating to working environment, working hours and employment protection, etc. I accept that the Principal, upon request, will be given the right to review and verify the business' system for safeguarding health, safety and the environment.

¹ Laid down by Royal decree of 6 December 1996 No. 1127 in pursuance of the Act of 17 June 2006 No. 62 relating to working environment, working hours and employment protection, etc.

**dsb**Direktoratet for
samfunnssikkerhet og beredskapDSB Basis for Tender Competition No. 2011/1689
Establishment of framework agreement for diesel purification
system

Page 12 of 27

Appendix 4 Self-declaration regarding ethical matters

As a public enterprise, DSB has a responsibility to ensure that deliveries to the enterprise take place in accordance with nationally and internationally stipulated regulations.

DSB is responsible for carrying out its activities within the framework of Norwegian law. The Directorate, as a public enterprise, is also responsible for supporting national and international agreements, and conventions Norway has joined.

The following requirements are therefore set for suppliers to DSB:

- Commodity contracts: The offered goods must be produced in accordance with ILO core conventions, regardless of where in the world the production takes place, and the supplier must guarantee the following:
 - 1) Prohibition against child labour
 - Convention No. 138 concerning minimum age for admission to employment
 - Convention No. 182 concerning the prohibition and immediate action for the elimination of the worst forms of child labour
 - 2) Freedom of association
 - Convention No. 87 concerning freedom of association and protection of the right to organise
 - Convention No. 98 concerning the application of the principles of the right to organise and to bargain collectively
 - 3) Prohibition against discrimination
 - Convention No. 100 concerning equal remuneration for men and women workers for work of equal value
 - Convention No. 111 concerning discrimination in respect of employment and occupation
 - 4) Prohibition against forced labour
 - Convention No. 29 concerning forced or compulsory labour
 - Convention No. 105 concerning the abolition of forced labour
- For service contracts and the service part of commodity contracts that take place in Norway, in accordance with ILO convention No. 94 concerning labour clauses in public contracts, Norwegian wages and working conditions are required for all assignments for DSB and cooperating businesses. The supplier must ensure that employees in its own organisation and employees of any subcontractors do not have poorer wages and working conditions than those that follow from collective wage agreements, wage scales or what is normal for the location and occupation. For contracts that exceed NOK 1 million, excl. VAT, the Regulations² of 8 February 2008 relating to wages and working conditions in public contracts are also applied.

SELF-DECLARATION

I/we have read the above abstract from "Ethical requirements in public procurement"³ and confirm that my/our business does not in any way violate the provisions regarding external conditions. If breach of these rules is established, I/we understand that this may be regarded as a significant breach of contract and may result in termination or discontinuance of this.

Business name:	
Organisation number:	
Location/date:	

² See electronic version [her](#)

³ The "Ethical requirements in public procurement" guidelines were prepared by the Ethical Trade Initiative Norway on behalf of the Ministry of Children, Equality and Social Inclusion, see electronic version [her](#)

 Direktoratet for samfunnssikkerhet og beredskap	DSB Basis for Tender Competition No. 2011/1689 Establishment of framework agreement for diesel purification system
	Page 13 of 27

Signature:	
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Appendix 5 Special contractual terms

Framework agreement for delivering diesel purification system

between

The Directorate for Civil Protection and Emergency Planning (DSB)
 P.O. Box 2014, 3103 Tønsberg, Business registration No.: 974 760 983

and

(supplier)

Part 1 Special contractual terms

DSB	(supplier)
Place/date:	Place/date:
Signature:	Signature:
Name: (block capitals)	Name: (block capitals)
Position:	Position:

 dsb Direktoratet for samfunnssikkerhet og beredskap	DSB Basis for Tender Competition No. 2011/1689 Establishment of framework agreement for diesel purification system
	Page 14 of 27

Contents

1	The parties	15
2	Contract	15
3	Contract document	15
4	Prices	15
5	Order procedures	15
6	Delivery	15
7	Terms of payment	16
8	Invoicing	16
9	Amendments	17
10	Use of subcontractor	17
11	Wages and working conditions	17
12	Confidentiality	17
13	Governing law and disputes	17
14	Addresses and contacts	18

 <p>Direktoratet for samfunnssikkerhet og beredskap</p>	<p>DSB Basis for Tender Competition No. 2011/1689 Establishment of framework agreement for diesel purification system</p>
	<p>Page 15 of 27</p>

1 The parties

The framework agreement has been entered into between the Directorate for Civil Protection and Emergency Planning (DSB), hereinafter referred to as the Customer, and (**supplier**), hereinafter referred to as the Supplier.

2 The contract

The framework agreement applies to delivery of diesel purification systems to the Norwegian Support Team (NST) in accordance with requirements following from the contract documents as designated in Item 3 below.

Correspondingly, the agreement applies to an option for individual assignments for deliveries to DSB and hence also e.g. the Norwegian Civil Defence and the Norwegian Fire Academy.

3 Contract documents

The contract comprises the following documents:

- **Part 1** Special contractual terms
- **Part 2** The customer's tender documents
- **Part 3** General terms for public procurement (AKS-89)
- **Part 4** The supplier's tender (excerpt in hard copy – the complete tender applies in full as part of the contract)

Change agreements regarding the contract must take place in writing, cf. Item 9. Oral agreements are not binding for the Customer.

The documents comprising the contract complement each other. Should the provisions in the contract documents be conflicting, they shall apply in the order designated above.

4 Prices

The prices that are designated in Part 4 of the contract, the Supplier's tender.

5 Order procedures

All orders must be made in writing.

Immediately after receipt of an order, the Supplier shall send a written order confirmation, stating the Customer's order number as reference.

Orders placed without the necessary authorisation are not binding for the Customer.

Persons authorised to order:

NST/DSB/the Norwegian Civil Defence represented by Jan Børresen (1810 BØJA) or Øystein Bjørndal (1810BJOY)

The Norwegian Fire Academy represented by Karl-Johnny Holtmo (1810HOKA) or Terje Storslett (1810 STTE)

6 Delivery

Materials ordered by NST must be delivered free of shipping, import and tax fees to the customs bonded warehouse at Starum. Customs bonded warehouse No.: 01214.

**dsb**Direktoratet for
samfunnsikkerhet og beredskapDSB Basis for Tender Competition No. 2011/1689
Establishment of framework agreement for diesel purification
system

Page 16 of 27

Materials ordered for DSB or the Norwegian Civil Defence (for use in Norway) and the Norwegian Fire Academy, must be delivered free of charge to ordinary warehouses. etc. Taxes must thus be calculated in the ordinary manner.

Materials must be delivered as soon as possible after they have been ordered and no later than 3 months DDP (Incoterms 2010). Cf. Item 8 for invoice reference and correct invoice address.

In the event of delays in delivery, the Customer must be informed as quickly as possible, and is entitled to withdraw the order without costs for the Customer.

Delivery site for deliveries to NST

**The Civil Defence central store
Starum
2850 Lena**

where a separate customs area has been defined.

Delivery site for deliveries to DSB/the Norwegian Civil Defence

By appointment

Delivery site for deliveries to the Norwegian Fire Academy

**The Norwegian Fire Academy
Erling Johannessensvei 1
9441 Fjelldal**

7 Terms of payment

Payment does not entail acceptance of the delivery.

The Supplier cannot transfer invoices to a third party for collection without prior written consent from the Customer. If a transfer to a third party takes place, the Supplier shall still be responsible vis-à-vis the Customer for any recourse claims or other claims.

The Supplier shall ensure compliance with the provisions in the Act relating to value added tax (the VAT Act) and associated provisions.

8 Invoicing

Invoices for deliveries to NST must contain a reference to:

Contract number: **DSB 2011/1689**

Orderer: **1810 BØJA or 1810 BJOY**

and tagged with the text: **Diesel purification equipment – customs bonded warehouse No. 01214**

Invoices for deliveries to DSB/the Norwegian Civil Defence must contain a reference to:

Contract number: **DSB 2011/1689**

Orderer: **1810 BJOY or 1810 BØJA** or as agreed

and tagged with the text: **Diesel purification equipment DSB/the Norwegian Civil Defence**

Invoices for deliveries to the Norwegian Fire Academy must contain a reference to:

**dsb**Direktoratet for
samfunnssikkerhet og beredskapDSB Basis for Tender Competition No. 2011/1689
Establishment of framework agreement for diesel purification
system

Page 17 of 27

Contract number: DSB 2011/1689Orderer: **1810HOKA** or **1810STTE** or as agreedand tagged with the text: **Diesel purification equipment, the Norwegian Fire Academy**

All invoices must be specified.

The Customer shall have the right to return invoices that do not meet the terms of the contract.

Invoices must be sent to:

The Directorate for Civil Protection and Emergency Planning**Fakturamottak SSØ****P.O. Box 4104****N-2307 Hamar**

9 Amendments

Any amendments to this contract shall be made in accordance with the agreement between the parties and shall be formalised in a separate written change agreement. This shall form part of Part 1 of the contract, Special contractual terms. The change agreement shall, inter alia, state any potential consequences the amendment may have for the contract price, delivery time and any other terms of the contract.

10 Use of subcontractors

The Supplier shall be fully responsible for all goods and services supplied under this contract, including all goods and services supplied by subcontractors. This entails that all faults, defects, delays, breach of contract, etc., caused by the sub-contractor are the responsibility of the Supplier.

Subject to the contract, the Customer will only have dealings with the Supplier.

11 Wages and working conditions

In accordance with the special Regulations of 8 February 2008 No. 112, the service provider must ensure that own employees and employees working for any subcontractors that directly aid in fulfilling this contract, have wages and working conditions that are not poorer than what follows from national collective wage agreements or what is normal for the person in question's location and occupation.

If the service provider does not fulfil this obligation, the Customer has the right to withhold parts of the contract sum, corresponding to approx. twice the savings for the service provider, until it has been documented that the matter has been resolved.

The service provider and any subcontractors must, upon request by the Customer, document wages and working conditions for people as mentioned in the first subsection.

12 Confidentiality

The parties shall treat information about the contract, and any other information about the business, with the strictest confidence. Information may only be revealed to third parties upon written consent by the other party.

13 Governing law and disputes

The parties' rights and duties under this agreement shall be governed in their entirety by the laws of Norway.

**dsb**Direktoratet for
samfunnssikkerhet og beredskapDSB Basis for Tender Competition No. 2011/1689
Establishment of framework agreement for diesel purification
system

Page 18 of 27

The parties shall seek to resolve any disputes arising in connection with the implementation of this contract through negotiations between the parties. If such disputes have not been resolved after two months, the dispute shall be settled by the ordinary courts of Norway. The Customer's business address shall be the legal venue.

14 Addresses and contacts:

The Customer's contact information.

Full name:	The Directorate for Civil Protection and Emergency Planning
Organisation number:	974 760 983
Postal address:	P.O. Box 2014, N-3103 Tønsberg
Street address:	Rambergveien 9, N-3115 Tønsberg
Phone No:	+47 33 41 25 00
URL/website:	http://www.dsb.no
Questions concerning this contract can be directed to	DSB/ADM/PLØ, attention: Liv Riseth, tel. +47 33 41 26 31 liv.riseth@dsb.no
Delivery queries can be directed to:	DSB/The Civil Defence central store attention: Jan Børresen, phone: +47 918 55 234 jan.borresen@dsb.no
	or
	DSB/LOA attention: Øystein Bjørndal, phone: +47 474 65 543, oystein.bjorndal@dsb.no
	or
	The Norwegian Fire Academy Erling Johannessensvei 1 N-9441 Fjelldal NBSK attention: Karl-Johnny Holtmo or Terje Storslett karl-johnny.holtmo@nbsk.no terje.storslett@nbsk.no Tel. +47 76 91 90 00

Supplier's contact information.

Full name:	
Organisation number:	
Postal address:	
Street address:	
Phone No.:	
URL/website:	
Contacts:	

 dsb Direktoratet for samfunnssikkerhet og beredskap	DSB Basis for Tender Competition No. 2011/1689 Establishment of framework agreement for diesel purification system
	Page 19 of 27

Appendix 6 General contractual terms for public procurement (AKS89)

Framework agreement for delivery of diesel purification system

between

The Directorate for Civil Protection and Emergency Planning (DSB)

P.O. Box 2014, N-3103 Tønsberg, Business registration No.: 974 760 983

and

(supplier)

Part 3 General contractual terms for public procurement (AKS89)

**dsb**Direktoratet for
samfunnssikkerhet og beredskapDSB Basis for Tender Competition No. 2011/1689
Establishment of framework agreement for diesel purification
system

Page 20 of 27

Contents

1	Price	21
2	Delivery	21
3	Insurance.....	22
4	Payment	23
5	Subcontractors	23
6	Separation of material, etc	23
7	The Supplier's quality control.....	24
8	The Buyer's quality control	24
9	Patents and rights.....	25
10	Documentation	25
11	Protection of information.....	25
12	Advertising	26
13	Liability for errors and defects	26
14	Changes	27
15	Termination	27
16	Document priority	28
17	Disputes	28

**dsb**Direktoratet for
samfunnssikkerhet og beredskapDSB Basis for Tender Competition No. 2011/1689
Establishment of framework agreement for diesel purification
system

Page 21 of 27

1 Price

1.1

If not otherwise agreed, the price is fixed and exclusive of value added tax, but including packing, duty, taxes and other fees. If the tax and fee regulations are amended in a way that impacts the price, it will be amended correspondingly.

1.2

For contracts where it has been agreed that the final price shall be stipulated on the basis of accrued costs, the rules for cost control, etc. relating to public procurement as laid down by the Ministry of Trade and Industry, will be used as a basis. The Supplier's remuneration will be calculated as agreed in the special terms of the contract.

2 Delivery

2.1

Delivery is regarded as having taken place when the material is received for approval at the agreed location. The material will be delivered with the agreed documentation as set out in the special terms and conditions of the contract.

The Buyer's acceptance process must be carried out without undue delay. If the delivery or parts thereof is found to have serious defects, the Buyer is entitled to reject the delivery or the faulty parts thereof by notifying the Supplier immediately in writing. The refused parts of the delivery will be regarded as not having been delivered. If delivery is not refused, the rules in Item 13 will apply as regards the defective part of the delivery.

Delivery must not take place earlier than agreed upon, unless the Buyer gives written permission.

2.2

The Supplier is obliged to do whatever necessary to ensure timely delivery. If the Supplier understands or has reason to assume that the delivery will be delayed, it must immediately notify the Buyer in writing of the anticipated duration and reason for the delay.

2.3

In the event of a delayed delivery not caused by the Buyer, or which cannot be attributed to force majeure, the Buyer shall be entitled to a daily fine (penalty) without documentation of loss related to the delay. Unless otherwise agreed, the daily fine shall amount to 0.001% per working day after the agreed delivery date, calculated on the basis of the agreed price for the part of the delivery which could not be put to use as expected due to the delay. In this context, price means the basic price with all additions and deductions agreed upon. The penalty shall, unless otherwise agreed, be limited to 10% of the portion of the price which covers the part of the delivery which cannot be put to use as expected.

2.4

If the Buyer is entitled to the maximum daily fine for any part of the delivery according to Item 2.3, and this part has still not been delivered, the Buyer can give the Supplier a final reasonable deadline for delivery. If the Supplier has still not made the delivery by this deadline, the Buyer may cancel the agreement for the part of the delivery which cannot be put to use as expected, and claim compensation for the loss in addition to the maximum daily fine. This compensation may not, however, exceed 10% of the portion of the price related to the cancelled part of the delivery. The limit of 10% does not apply if the Supplier is guilty of gross negligence.

**2.5**

The following circumstances shall be deemed as force majeure (reasons for exemption) if they occur after the agreement has been signed, and prevent its fulfilment: war, insurrection or internal disturbances, decision by public authority, natural disaster, interruption of the public power supply or public communications/transportation, major labour dispute, or fire, or other circumstances of similar nature and profound significance.

2.6

A delay will only be accepted as force majeure if the Supplier has done everything in its power to limit/remedy the impact of the delay.

2.7

Upon occurrence of such a delay, the Supplier shall immediately notify the Buyer in writing of the expected duration, as well as any actions to correct the delay. The Supplier shall, without undue delay, document that the delay is due to force majeure. Furthermore, the Supplier shall keep the Buyer continuously informed regarding the steps that are being taken to minimise the delay.

2.8

The Supplier is responsible for timely delivery from any subcontractors it has chosen. If one of the subcontractors chosen by the Buyer experiences delivery problems, the Supplier is also obliged to do his utmost to ensure that the sub-delivery is delivered on time.

The Supplier cannot accept force majeure from a subcontractor on behalf of the Buyer, unless the Buyer has specifically consented to this.

2.9

If the Buyer understands or has reason to assume that the Buyer will be unable to receive the material at the appointed time, the Buyer must immediately notify the Supplier in writing, stating the reason for the situation that has occurred. Even if the Buyer cannot receive the material at the agreed time, the Buyer is still obliged to make payment as if the relevant material had been delivered.

The Supplier shall, as agreed between the parties, provide for storage of the material for the Buyer's own account and risk. The additional costs incurred by the Supplier as a result of the Buyer's inability to receive the material shall be covered by the Buyer. A new delivery date must be agreed in writing, cf. Item 14.4.

2.10

Delivery clauses (fob, C&F etc.) shall be interpreted in accordance with the provisions of the (Norwegian) Sale of Goods Act and also in accordance with "Incoterms 1980" published by the International Chamber of Commerce.

3 Insurance

The State is self-insurer for its own risk, and no special insurance is needed for the Buyer's account to cover this, unless there are special circumstances and this has been stipulated in the special contract terms.



4 Payment

4.1

If no other terms are agreed, payment shall be made within 30 days after receipt of the delivery and the agreed invoices and vouchers. Payment does not entail acceptance of the delivery. Final settlement shall take place when the Supplier has fulfilled its delivery obligations and the final contract price is specified, cf. Item 1.2.

4.2

If a sliding scale/price adjustment has been specifically agreed upon, and the necessary statistics are not available at the time of delivery, settlement can be made according to the closest preceding amount known, or through a payment on account. The final settlement is to be made as soon as the statistical figures are available for the agreed time of delivery.

Any other currency-related amounts shall be settled as agreed in line with the payments, in proportion to each individual period's share of the total price.

4.3

If the amounts due are not paid by the deadline, the applicable interest on overdue payments shall be paid in accordance with the (Norwegian) Interest on Overdue Payments Act etc of 17 December 1976.

4.4

Suppliers who transfer invoices to a third party for collection are still responsible to the Buyer for any complaints or recourse claims.

5 Subcontractors

If a subcontractor - regardless at what stage - is chosen after the contract has been signed, the Buyer must be informed of the choice as soon as possible. The Buyer may refuse to accept the selected subcontractor if it can establish that such refusal is justified. Purchase of merchandise and branded goods, as well as standard parts and components, shall not be considered to be sub-deliveries under this provision.

6 Separation of material, etc.

6.1

All material, including packaging, which according to the special contract terms shall be provided by the Buyer, must be delivered free of charge to the Supplier's factory or warehouse. The Supplier shall, as soon as possible after receipt, provide the Buyer with written confirmation that the material has been received, and at the same time also report any defects in the material that the Supplier has discovered.

As mentioned above, the Supplier shall mark and store the material in such a way that it is clear that the material is the Buyer's property.

The Supplier can only use scrap and surplus material originating from material supplied by the Buyer with the Buyer's consent.

6.2

Finished material, components and equipment to be used for the delivery, and for which the Buyer has paid before the delivery takes place, must be clearly marked or kept separately from other material.

7 The Supplier's quality control

7.1

Unless otherwise agreed, the Supplier undertakes to follow Norwegian standards for systematic quality assurance. The standards to be employed shall be determined in the special terms and conditions of the contract.

7.2

The Supplier must provide written confirmation to the Buyer that such quality control has been carried out, and that the delivery fulfils the agreed terms.

8 The Buyer's quality control

8.1

The Buyer has the right, at its own account and risk and after reasonable notification, to inspect and control the progress and manufacture at all stages of the contract, regardless of where the production takes place. The Supplier shall secure this right for the Buyer in all sub-contracts.

If a subcontractor refuses to accept the Buyer's quality control, the Buyer shall be notified, and the Buyer's opinion shall be available before any such sub-contract is signed.

8.2

The Buyer shall inform the Supplier of which body has the authority to conduct quality control in those cases where it is not conducted by the Buyer himself.

The Supplier is entitled to refuse any other than the Buyer's own employees the right to conduct such quality control if there are justifiable grounds for doing so. The provisions in Item 11 will apply for those who are conducting the quality control.

8.3

The Supplier must ensure that the Buyer's inspectors have satisfactory working conditions and the appropriate assistance during the quality control.

8.4

If the material submitted for control does not conform to the requirements and conditions stipulated in the contract, the Buyer may reject or discard the material or parts thereof. The Supplier may, for its own account, correct the rejected material, and present it for new inspection if the specifications allow it. Material which cannot be corrected, remedied or repaired will be discarded. The discarding is final, and discarded material cannot be presented for new testing.

**dsb**Direktoratet for
samfunnssikkerhet og beredskapDSB Basis for Tender Competition No. 2011/1689
Establishment of framework agreement for diesel purification
system

Page 25 of 27

8.5

The Buyer's quality control and approval does not exempt the Supplier from the obligations that it has assumed in pursuance of the contract. The Buyer's lack of quality control does not entail a reduction of the Buyer's rights.

9 Patents and rights

9.1

If not otherwise agreed, the Supplier shall indemnify the Buyer for claims resulting from any infringement of Norwegian patents or other intellectual property rights in Norway in connection with manufacture or use of the material. The Buyer shall indemnify the Supplier for any claims for compensation arising from use of the Buyer's drawings, specifications or licenses.

The parties shall mutually notify each other of claims concerning violation of Norwegian patents or other intellectual property rights in connection with manufacture and use of the material.

9.2

No extra payment will be made for patents or other rights in connection with manufacture of the material, unless such payment has been agreed in the special terms and conditions of the contract. If any part of the delivery under the contract is subject to security measures, no application for registration of a patent revealing the relevant issues may be submitted without first presenting the intended application to the Buyer for its decision in advance.

9.3

The Buyer will have no rights to construction ideas, inventions, patents or other intellectual property and subsequent development and improvement of same, unless otherwise agreed upon in the special terms and conditions of the contract.

10 Documentation

10.1

The Supplier undertakes to make available to the Buyer all drawings, specifications, standards and other supporting documentation agreed upon, inter alia for identification of the items in the contract.

Unless otherwise agreed, all descriptions shall be written in Norwegian.

10.2

The Supplier has the right to use the documentation submitted only in connection with use, maintenance and repair of the delivered material, and consequently has the right to copy such documentation at its own expense.

11 Protection of information

Confidential information in connection with deliveries must be protected, and must only be handed over to a third party when necessary for manufacture and control. It must be ensured that the third party undertakes a similar confidentiality obligation.

If any part of the delivery is of such a nature as to be included under a statute or regulation requiring secrecy, the Supplier must act according to applicable regulations relating to protection of information and deliveries, Cf. also Item 9.2, second paragraph.

**dsb**Direktoratet for
samfunnssikkerhet og beredskapDSB Basis for Tender Competition No. 2011/1689
Establishment of framework agreement for diesel purification
system

Page 26 of 27

12 Advertising

The Supplier must obtain the Buyer's advance approval if it, for commercial purposes, wants to inform the public of the contract, beyond citing the delivery as a general reference. The Supplier undertakes to include a similar provision in its sub-contracts.

13 Liability for errors and defects

13.1

The Supplier is responsible for ensuring that the delivery is made in accordance with the technical specifications and requirement specifications in the contract. The Supplier is obliged, as soon as possible and at its own expense, to correct faults, replace defective parts, or in some other manner remedy defects in such a way that the agreed specifications, etc. are fulfilled.

The Supplier's obligation comprises defects owing to faults in the construction, materials or manufacture in accordance with Items 13.1-13.5, and which become evident during a period specified in the special terms and conditions of the contract. If not otherwise specifically agreed, the afore-mentioned obligation will apply for 12 months from the date when the material has been put to use (in normal operations), but not to exceed 24 months from when delivery has taken place according to Item 2.1.

13.2

The Supplier's obligations under Item 13.1 only apply to defects that occur during correct storage and use of the material, and not from normal wear and tear. They do not include defects resulting from deficient maintenance on the part of the Buyer. Neither do they include defects in material acquired by the Buyer, nor resulting from structural engineering carried out or ordered by the Buyer. Furthermore, they do not include alterations made to the material without the Supplier's written consent, or repairs which the Buyer has carried out in an incorrect manner.

13.3

For parts which have been replaced or repaired in accordance with Item 13.1, the Supplier assumes the same obligations as for the original material, counted from the date when such repair or replacement has taken place. For other material, the period mentioned in Item 13.1 will be extended with the time the material was out of operation as a result of the repair or exchange. However, the Supplier's guarantee liabilities shall not exceed 24 months after the completion of the first guarantee work on the relevant part.

13.4

If the Supplier does not carry out the necessary work to correct the defect within a reasonable time, the Buyer has the right to cancel the purchase if the defect is of vital importance to the fulfilment of the agreement. If the agreement is not cancelled, the Buyer can either repair the defect at the Supplier's expense and risk, or demand a price reduction.

13.5

The Supplier is normally not liable for other damage resulting from the defect than damage to the material. If the Supplier is guilty of significant oversight or gross negligence, the Supplier must still compensate the Buyer for financial loss or for damage to property other than the material, as well as for other indirect damage.

 dsb Direktoratet for samfunnssikkerhet og beredskap	DSB Basis for Tender Competition No. 2011/1689 Establishment of framework agreement for diesel purification system
	Page 27 of 27

14 Amendments

14.1

The Buyer may, according to the Supplier's technical expertise and the scope of the delivery agreed upon in the special terms and conditions of the contract, demand amendments to one or more of the following items in writing:

- Drawings, structural engineering, technical specifications and requirement wording when these have been prepared specially for the Buyer
- Manner of shipment and/or packaging
- Place of delivery

14.2

If an amendment according to Item 14.1 will entail an adjustment of the contract price, or the conditional maximum cost, delivery time and/or other contract terms, the Supplier must inform the Buyer of this within 14 days after receiving notification of the amendments. The Supplier shall send a specified and substantiated amendment proposal within a deadline agreed upon by the parties.

14.3

The Supplier may propose amendments to drawings, structural engineering or specifications if such amendments are expected to involve economic and/or technical advantages. The Supplier may also propose changes to approved spare parts lists.

14.4

No amendment demanded by the Buyer in accordance with Item 14.1 or proposed by the Supplier in accordance with Item 14.3, may commence until a written supplementary agreement regarding the amendment has been prepared. The supplement must indicate, inter alia, any consequences that the amendment will entail for the contract price, delivery times and, if necessary, other contract terms. The parties may also amend the contract by signing a written supplementary contract.

15 Termination

15.1

The Buyer may terminate the contract partially or in full in writing if it should be necessary. Such termination must be substantiated and shall stipulate a termination date, as well as what the Supplier must do in connection with the termination.

If the termination is not due to any default on the part of the Supplier which gives the Buyer right to cancel the deal, the Buyer shall within a reasonable time, pay a proportional share of the agreed purchase price, including all completed work, material, administration and profit from the part of the delivery which has been carried out. The Buyer shall also cover all documentable costs and losses incurred by the Supplier in connection with the termination.

The part of the delivery comprised by the settlement, but which has not been delivered, will be delivered to the Buyer according to the other terms and conditions of the contract when the final settlement is determined.

15.2

Compensation, or an on account settlement to the Supplier in accordance with this provision, will be determined through negotiations, but shall not exceed the price agreed upon in the contract.

**dsb**Direktoratet for
samfunnssikkerhet og beredskapDSB Basis for Tender Competition No. 2011/1689
Establishment of framework agreement for diesel purification
system

Page 28 of 27

15.3

If the Supplier does not initiate reasonable measures to limit the costs of the termination, the final compensation will be reduced correspondingly.

16 Document priority

If the contract documents contain conflicting provisions, the priority of the documents is as follows:

- Special contract terms
- General contract terms
- Technical specifications and requirement specifications
- Drawings

The further priority of documents is as follows:

- The tender invitation with associated tender documents/the inquiry with associated offer documents.
- The tender/the offer

If there are deviations in the Supplier's tender/offer compared with the provisions in the Buyer's tender/offer documents, the deviating provisions only apply to the extent they are repeated in or referred to in the special terms and conditions for the contract.

17 Disputes

If disputes arise in connection with the contract, attempts shall be made to resolve the matter through negotiations. If such negotiations do not succeed, the dispute shall be settled by the ordinary courts of justice in Norway, unless the parties agree to settle the case by arbitration. A dispute settled by a Norwegian court or arbitration, does not exempt the parties from fulfilling their obligations under the contract. If not otherwise specified in the special terms and conditions of the contract, disputes will be resolved in accordance with Norwegian law. The legal venue shall be Oslo District Court, unless the parties agree on another location.