**Appendices to agreement for pre-commercial procurement**

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# Guide for completing the appendices to the agreement for pre-commercial procurement

**Appendix 1** is completed by the customer and must not be completed or changed by the contractor

**Appendix 2 must be completed by the contractor**

**Appendix 3** is completed by the customer and must not be completed or changed by the contractor

**Appendix 4** is partly completed by the customer and **must be completed by the contractor in accordance with the instructions in the appendix**

**Appendix 5** is partly completed by the customer and **must be completed by the contractor in accordance with the instructions in the appendix**

**Appendix 6** is partly completed by the customer and **must be completed by the contractor in accordance with the instructions in the appendix**

**Appendix 7** is partly completed by the customer and **must be completed by the contractor in accordance with the instructions in the appendix**

**Appendix 8** is completed by the customer and/or **contractor as necessary**

**Appendix 9** to be completed by the parties after the agreement has been entered into in the event of amendments.

As a general rule, the tender response must be completed by the contractor directly under the relevant section in the applicable appendix in order to make this more legible for the customer and to ensure that the evaluation is carried out on the correct basis. If this is not possible, relevant information with a clear reference must be inserted in the appendix. It is the responsibility of the contractor to ensure that any attachments are clearly referenced and named.

# 

# Appendix 1: The customer’s description of needs and requirements for the proposed solution, development and testing

**Introduction**

The Norwegian waste management companies ØAS, ROAF, IVAR, Sesam Ressurs AS, and REG are involved in current or future waste handling, including receiving and sorting waste. Together, these companies are potentially responsible for the treatment of residual household waste from approximately 45 percent of Norway's population.

The five waste management companies are organised in a project team named Re:new Household Waste, which is the customer for this pre-commercial procurement.

Currently, only ROAF operates a waste sorting facility. However, all participants in the project are considering or have decided to build sorting facilities for residual household waste. The reason for constructing waste sorting facilities is to achieve the highest possible level of separation for residual waste. However, the main challenges stem from the fact that current sorting facilities cannot effectively separate small residual waste particles (less than 60mm), commonly referred to as *fines,* and cannot utilize the organic portion of the residual waste efficiently. There are currently no known effective, comprehensive solution for this. Therefore, the Re:new group aims to conduct a pre-commercial procurement to challenge the market to develop a method that will increase the volume of residual waste that can be recycled according to the definitions in the EU Waste Framework directive targets.

The project has received 10 million NOK in funding from the Research Council of Norway, and financial support will be provided to suppliers during development. Once the pre-commercial procurement concludes, and thecdevelopment phase is finalised, a commercial procurement for this purpose is planned.   
   
Further information can be found at [www.renewhouseholdwaste.no](http://www.renewhouseholdwaste.no/).

**Problem/challenge**

The waste management companies in this project have, or are considering establishing, sorting facilities for household waste. The waste sorting facilities receive the residual waste and separate it into various fractions, such as plastics, metals, and paper/cardboard. From the post-sorting facilities, the separated fractions are sent to recycling facilities.

The current system for automated waste sorting results in approximately 35% of the incoming residual waste ends up in the so-called *fines* fraction (<0-60 mm in size). The respective partners in this project estimate volumes between 50 – 100 000 tonnes per year of residual waste to enter into the separate waste sorting facilities, representing between 17 – 35 000 tonnes of fines per year from the respective sorting facilities. Alternatively, approximately 120 000 tonnes of fines in total from the five partners together. The Re:new project team is open to solutions to implemented either in the respective sorting facilities, or in a larger, centralised facility.

Analyses show that the fines consist of organic material (50-55%), plastic (7%), paper (15%), glass (10%), minerals (5%), and other combustible material (10%).

Currently, to our knowledge, there is no comprehensive established process for recycling these fines, hence it is incinerated. The project team is aware that sorting technologies for plastic particles smaller than 60 mm have been developed but have not seen it implemented in treatment of fines from household waste, and a solution that leads to recycling of especially the organic resource from fines is not yet developed. As the fines represents a significant portion of the total residual waste entering the sorting facility, processing it could significantly increase the degree of recycling. Furthermore, with the organic material constituting more than half of the fines, this material type is of extra importance.

Nationwide and internationally, there is a significant need for increasing the volume of waste material going to recycling, according to the ever-stricter targets in the EUs Waste Frame Directive (WDF). Successful sorting of various materials from the fines in a quality that makes them suitable for material recycling will decrease the volume of waste going to incineration and decrease the emissions of CO2. In addition, it will increase the   
potential for waste materials becoming new raw materials again.

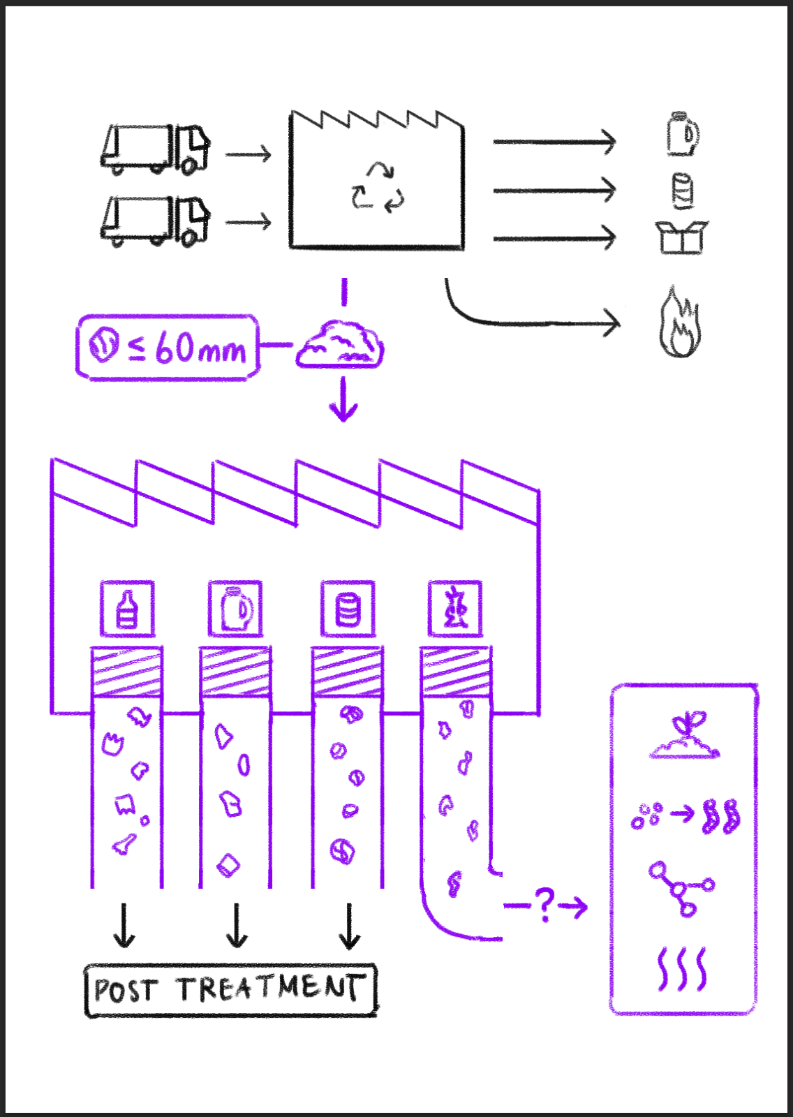
Re:new will facilitate the development of sorting and recycling of fines from household waste. The ultimate goal is to procure and implement the approved solutions into production by 2026-2027. 

**The need**

The Norwegian legislations gradually tighten the requirements for municipalities to sort waste into different materials. The method and technology used in today's sorting facilities are inadequate, as it does not sort the mentioned materials that are smaller than 60mm in size. Therefore, collaboration with the supplier market is sought to develop better solutions.

The main objective is to develop solutions for sorting or treatment of fine particle household waste and recycling of the organic fine fraction to increase the amount of waste material that can be recycled into new products, as opposed to resorting to incineration. The need starts with the volume (pile) of fines as it occurs in existing waste sorting facilities and ends with a higher degree of potential or actual recycling of materials from the fines, by:

* Develop sorting technology or alternative treatment methods that is optimised to handle so-called fines (waste with sizes of 0-60 mm) from household waste. The main focus is on sorting out organic waste so that it is suitable for further processing which will result in recycling as defined in the EUs Waste Frame Directive (WFD). Alternative treatment other than sorting may also be possible. Sorting and/or alternative treatment of plastic, glass, and metal from the fines, in a quality that makes them suitable for recycling is also of interest.
* Find an appropriate treatment method for the sorted organic fraction that results in recycling as defined in the WFD of a substantial amount of the organic resources. This might involve the development of new materials, products or processes.

****

*Visualisation of the need is in this figure marked in purple.*

To develop sorting and recycling solutions for the fines, Re:new require expertise from suppliers and R&D environments. There is already knowledge about recycling organic material (e.g. for biogas) and glass (e.g. for insulation) and metals. However, in this case, there is a need to integrate various technologies. For example, the fines cannot be directly used in an existing biogas plant if it contains too much glass, sand and plastic, leading to contamination in the resulting fertilizer product or potential damage to processing equipment designed for soft, organic material.

Regarding the term “recycling”: Any waste treatment process which fulfills the today’s EU definition of recycling, like “any recovery operation by which waste materials are reprocessed into products, materials or substances whether for the original or other purposes" (according to DIRECTIVE 2008/98/EC1), should be considered as eligible processes. This definition includes reprocessing of organic waste material, but not energy recovery, production of fuels or backfilling operations. Regarding recycling of organic waste: The “*amount of municipal biodegradable waste that enters aerobic or anaerobic treatment may be counted as recycled where that treatment generates compost, digestate, or other output  . . .  which is to be used as a recycled product, material or substance*”  (see Article 11a in directive 2008/98/EC).

We believe that the solution rests in collaboration among multiple stakeholders. The fines are heterogeneous and composed of many different materials. Therefore, solutions need to be developed that can sort different materials and be integrated into a common process flow.

After the pre-commercial procurement phase concludes and development work is finalized, there are plans to initiate commercial procurement for this purpose.

Re:new aims to initiate the development of a solution for automatic sorting of small particle waste (<60 mm) and simultaneously the development of a treatment method for the sorted organic fine fraction that results in recycling of the organic resources as defined in the WFD. Such a complete solution will require various components to cover every step involved. However, Re:new is open to also allowing integrated solutions where the separation and the recovery of different fines materials is carried out in one step.

The solution may involve treatment and recycling of all main components (organics, plastic, paper, glass, metal, minerals and other combustible material) or a selection of components/materials so that a significant portion of the fines will be recycled. The suggested solution will be evaluated on the expected degree of sorted/treated materials. Note that for all materials except organics, the project asks for sorting/treatment so that the material(s) *may* be recycled, for example by suggesting the next step in the value chain for each material. But for the organics, the project asks for an actual recycling process, either by developing a new process, or by demonstrating and prove recycling of the organic fraction through an existing processing facility.

**Desired results/effects**

We anticipate that the project will yield increased recycling of resources from fines, aligning with the Waste Framework Directive (WFD) standards and thus fostering a more robust circular economy.

Sorting and recycling of fines will provide substantial benefits for waste management companies which can achieve higher rates of sorting and recycling, for producers which will have access to recycled materials in their production, for suppliers developing new technologies in a market which is investing in waste sorting facilities and for R&D-institutions with ‘hands on’ in the best available technology.

The environmental effect would be reduced CO2 emissions as less plastic and other fossil CO2-containing products are sent to incineration, and less extraction of primary raw materials recycling rates continue to raise.

**The matrix of needs**

The matrix of needs provides a comprehensive overview of the needs, performance and functions that the solution will be selected and evaluated in accordance with.

V Vendors or consortia demonstrating superior alignment with the most critical needs, functionality, and performance criteria will be invited to participate in Phase 1 of the development process.

The proposed solution will be subject to an overall assessment by the matrix of needs and the other award criteria in the rules of the tender. (WFD = EU Waste Framework Directive).

|  |  |  |  |
| --- | --- | --- | --- |
| No. | Category | Description of needs | Performance/Function |
| 1 | Sorting or alternative treatment | The solution should by sorting - or other alternative treatment methods - prepare usable resources that have the potential to achieve recycling as defined in the WFD. | The expected degree of sorted/treated materials from fines across varying compositions, and how efficiently and precisely this can be achieved. |
| 2 | Recycling | The solution should recycle the organic fraction from the fines so that it may be utilised as a new product or in a process within the definition of recycling as defined in the WFD. | The expected degree of material recycled organic fine particle household waste, and how efficiently and precisely this can be achieved. |
| 3 | Capacity | The solution should be able to handle the actual volumes of fines from the waste sorting facilities. | How efficiently and precisely the solution can achieve 1 and 2 at different scalability to the volume of fines. |
| 4 | Flexibility | The solution should be able to handle unpredictable and varying composition of the fines. | How efficiently and precisely the solution can achieve 1 and 2 at different composition of the fines. |
| 5 | Automation | The solution should be automatic for sorting and recycling processes, reducing the need of manual operation. | The expected degree of automatic processing of fines. |
| 6 | Sustainability | The solution should be sustainable in terms of its use of energy, use of materials and greenhouse gas emissions. | Minimise emissions and use of materials in production and use. |
| 7 | Robustness | The solution should be technical robust and designed for 24/7 operation, handling moisty and dusty environment, with long lasting components. | The expected degree of robustness of the proposed solution. |

In connection with the transition and selection of contractors for phase 2 and phase 3, the contracting authority can update the description of needs with new insight into the needs that may be accrued during the ongoing phase. The contracting authority can also define requirements for prototypes or pilot scale set-ups when the contractor will submit a project description for phase 2. An updated description of needs is enclosed with this appendix and the relevant call-off agreements.

## Sections in the agreement that must be completed or may be amended in Appendix 1

**Clause 8.1 of the Agreement – External legal requirements and general measures**

The following legal and party-specific requirements are relevant to the entering into and execution of this agreement:

***External legal requirements***

|  |  |  |
| --- | --- | --- |
| **No.** | **Description** | **Applies to** |
| 1 | The definition of the term ‘recycling’ relates to the DIRECTIVE 2008/98/EC. | *EU Waste Frame Directive*  [Directive - 2008/98 - EN - Waste framework directive - EUR-Lex (europa.eu)](https://eur05.safelinks.protection.outlook.com/?url=https%3A%2F%2Feur-lex.europa.eu%2Flegal-content%2FEN%2FTXT%2F%3Furi%3DCELEX%253A32008L0098&data=05%7C02%7Cingjerd.bunkholt%40trvgruppen.no%7C3217553ebd1c4753b64308dc48decf65%7Ca3da1c57cf8a4f26ae54e0ad2dce2575%7C0%7C0%7C638465369019113721%7CUnknown%7CTWFpbGZsb3d8eyJWIjoiMC4wLjAwMDAiLCJQIjoiV2luMzIiLCJBTiI6Ik1haWwiLCJXVCI6Mn0%3D%7C0%7C%7C%7C&sdata=9h6GVR5YHp7xMlgWitFvA7OHqSDWE4dupGsyx9Ey%2B14%3D&reserved=0" \t "_blank) |
| 2 | Possible emissions to the environment (water, air, surroundings) must be within the regulations defined in the Norwegian Pollution Act. | Pollution Act:   Norwegian: [Forskrift om begrensning av forurensning (forurensningsforskriften) - Lovdata](https://lovdata.no/dokument/SF/forskrift/2004-06-01-931?q=forurensningsforskriften) |
| 3 | The solution should not impose any personal risk. | Working Environment Act:  Norwegian: [Lov om arbeidsmiljø, arbeidstid og stillingsvern mv. (arbeidsmiljøloven) - Lovdata](https://lovdata.no/dokument/NL/lov/2005-06-17-62)  English: [Act relating to the working environment, working hours and employment protection, etc. (Working Environment Act) - Lovdata](https://lovdata.no/dokument/NLE/lov/2005-06-17-62) |
| 4 | The solution should ensure free market circulation on machinery and protection of workers using the machinery. | Machinery Directive:  Norway: [Forskrift om maskiner – Lovdata](https://lovdata.no/dokument/SF/forskrift/2009-05-20-544)  [EU: Directive - 2006/42 - EN - Machinery Directive - EUR-Lex (europa.eu)](http://eu:%20hyperlink%20%22https/eur-lex.europa.eu/legal-content/EN/TXT/?uri=CELEX:32006L0042%22) |

**Clause 8.2 of the Agreement – Information Security**

Not applicable

**Clause 8.3 of the Agreement – Personal data**

Not applicable

**Section 9.2 of the Agreement – Free Software**

Conditions as described in the Agreement

# Appendix 2: The contractor’s product idea

***The guide is retained upon publication of the competitive tender, and removed prior to contract signing***

*In Appendix 2, the contractor must describe its proposed solution and how it intends to carry out the work in phase 1 to develop the proposed solution. The proposed solution is a further development of the idea sketch which the contractors entered the competitive tender with. This appendix must not be changed during the development process.*

*The proposed solution must be designed in accordance with the customer's description of needs and requirements included in Appendix 1. The relevant sections below must also be completed. If, in the contractor's opinion, there are obvious errors or ambiguities in the customer's description of needs and requirements, the contractor must identify these as part of its proposed solution specified in this appendix.*

*It is recommended that the customer uses a structure for the contractor’s description of solution which corresponds to the award criteria in the competitive tender. This simplifies the evaluation of tenders and enables there to be comparable tenders. It should be clearly specified if there are special form requirements, for example that the contractor has to prepare illustrations of the concept and solution sketches, or if there is a maximum limit on the number of words that can be used in the description of the solution.*

**

**The contractor's proposed solution based on the Customer's description of needs in Appendix 1**

1. **Concept**

*[completed by the contractor as part of its tender]*

1. **Description of solution**

|  |  |  |
| --- | --- | --- |
| **No.** | **Category** | **Contractor’s solution** |
| 1 | Sorting or alternative treatment |  |
| 2 | Recycling |  |
| 3 | Capacity |  |
| 4 | Flexibility |  |
| 5 | Automation |  |
| 6 | Sustainability |  |
| 7 | Robustness |  |

*[completed by the contractor as part of its tender]*

1. **Implementation plan**

*[completed by the contractor as part of its tender]*

**Obvious errors, omissions or ambiguities in the Customer's description of needs (Appendix 1):**

*[completed by the contractor as part of its tender]*

## Sections in the agreement that must be completed or may be amended in appendix 2

**Clause 1.1 of the Agreement – Scope of the Agreement**

*[completed by the contractor if applicable]*

**Clause 5.1 of the Agreement – The Customer's responsibilities and involvement**

*[completed by the contractor as part of its tender]*

***External legal requirements***

|  |  |  |  |
| --- | --- | --- | --- |
| **No.** | **Description** | **Applies to** | **Confirmation of fulfillment (YES/NO)** |
| 1 | The definition of the term ‘recycling’ relates to the DIRECTIVE 2008/98/EC. | *EU Waste Frame Directive*  [Directive - 2008/98 - EN - Waste framework directive - EUR-Lex (europa.eu)](https://eur05.safelinks.protection.outlook.com/?url=https%3A%2F%2Feur-lex.europa.eu%2Flegal-content%2FEN%2FTXT%2F%3Furi%3DCELEX%253A32008L0098&data=05%7C02%7Cingjerd.bunkholt%40trvgruppen.no%7C3217553ebd1c4753b64308dc48decf65%7Ca3da1c57cf8a4f26ae54e0ad2dce2575%7C0%7C0%7C638465369019113721%7CUnknown%7CTWFpbGZsb3d8eyJWIjoiMC4wLjAwMDAiLCJQIjoiV2luMzIiLCJBTiI6Ik1haWwiLCJXVCI6Mn0%3D%7C0%7C%7C%7C&sdata=9h6GVR5YHp7xMlgWitFvA7OHqSDWE4dupGsyx9Ey%2B14%3D&reserved=0) |  |
| 2 | Possible emissions to the environment (water, air, surroundings) must be within the regulations defined in the Norwegian Pollution Act. | Pollution Act:   Norwegian: [Forskrift om begrensning av forurensning (forurensningsforskriften) - Lovdata](https://lovdata.no/dokument/SF/forskrift/2004-06-01-931?q=forurensningsforskriften) |  |
| 3 | The solution should not impose any personal risk. | Working Environment Act:  Norwegian: [Lov om arbeidsmiljø, arbeidstid og stillingsvern mv. (arbeidsmiljøloven) - Lovdata](https://lovdata.no/dokument/NL/lov/2005-06-17-62)  English: [Act relating to the working environment, working hours and employment protection, etc. (Working Environment Act) - Lovdata](https://lovdata.no/dokument/NLE/lov/2005-06-17-62) |  |
| 4 | The solution should ensure free market circulation on machinery and protection of workers using the machinery. | Machinery Directive:  Norway: [Forskrift om maskiner – Lovdata](https://lovdata.no/dokument/SF/forskrift/2009-05-20-544)  [EU: Directive - 2006/42 - EN - Machinery Directive - EUR-Lex (europa.eu)](http://eu:%20hyperlink%20%22https/eur-lex.europa.eu/legal-content/EN/TXT/?uri=CELEX:32006L0042%22) |  |

**Clause 8.3 of the Agreement – Personal data**

The supplier describes how processing in line with the personal data regulations and any requirements the customer has specified in appendix 1 will be carried out:

*[completed by the contractor as part of its tender]*

**Section 9.2 of the Agreement – Free Software**

The contractor inserts the name of free software used in the delivery:

|  |  |
| --- | --- |
| **Name of free software** | **Name of free software** |
| *[completed by the contractor as part of its tender]* | *[completed by the contractor as part of its tender]* |
| *[insert]* | *[insert]* |

Copy of the licence terms applicable to the relevant free software (enclosed):

*[completed by the contractor as part of its tender]*

# Appendix 3: The Customer's technical platform

***The guide is retained upon publication of the competitive tender, and removed prior to contract signing***

*If it is specified in appendix 1 that the solution has to function together with the customer’s technical platform, this must be described in this appendix.*

*The customer shall describe its current technical and physical platform. These are all physical and technical frameworks and prerequisites that are made available to the contractor during development and within which the development process will take place, and with which the final solution must work within/be integrated. For example, there may be physical limitations or IT platforms that the contractor must adhere to when developing a solution. The descriptions constitute a key prerequisite for the contractor's preparation of the proposed solution (Appendix 2), progress plan (Appendix 4), development of prototype and field testing (Appendix 5) and pricing (Appendix 7).* The appendix is completed by the customer and must not be completed or changed by the contractor.

*If physical infrastructure is important, consideration should be given to conducting physical tender inspections in order to provide interested contractors with the opportunity to obtain a better understanding of physical opportunities and limitations.*

*This appendix only contains descriptions. Relevant governing documents in the customer's business activities, such as agency standards, architectural descriptions and the like, must be enclosed.*

TECHNICAL PLATFORM

* The typical processing capacity of a waste sorting plant in Norway is 40 tons of residual household waste per hour.
* The incoming waste stream is subject to screening in different size classes, typically: 0-60, 60-150, 150-350 mm
* After screening there will be about 12,5 tons of fines (0-60 mm) per operating hour to be processed.
* The fines will be transported by conveyor belt to the future «fines sorting section» - or by truck to a “fines treatment facility” if the facility is localized at a distant place.
* It is assumed that a “fines sorting section” will be placed inside or next to a waste sorting plant, indoor and connected to an exhaust air system. In order to save floor space, the machines preferably should be set up on three floors.
* An alternative “fines treatment facility” should be designed thoroughly as a stand-alone solution, including new building structures.
* The expected composition of the fines 0-60 mm from a typical Norwegian waste sorting plant looks like this:

Organics: 50 %

(Wet) paper: 13 %  
Metals, incl. batteries: 3 %

Plastics: 7 %

Glass: 11 %

Non-combustibles: 6 %

Combustible waste: 11 %

* The dry matter content of unsorted fines waste is about 50%, while the proportion of dry matter in a separated organic fraction is about 40%.

# Appendix 4: Overall progress plan

***The guide is retained upon publication of the competitive tender, and removed prior to contract signing***

*An overall project and progress plan for the implementation of the pre-commercial purchase must be set out in this appendix.* The appendix is partly completed by the customer and must be completed by the contractor in accordance with the instructions in the appendix.

*The overall project and progress plan must be drawn up within the framework of the tentative schedule in section 4.3.2 of the rules of tender. Proposed solutions that are in breach of this may be rejected, cf. section 2.11 of the rules of tender.*

*Based on the framework provided below, the contractor must specify an overall progress and milestone plan in accordance with the method described in appendix 2. The Contractor's proposed overall progress and milestone plan must comply with clause 2.1 of the Agreement and this appendix. The plan must clarify the actual dates for the planned progress.*

*A detailed progress plan for the implementation of phase 2 and phase 3 must be directly inserted in appendix 5 (call-off agreements).*

*Requirements relating to the involvement of the customer in the implementation of the pre-commercial procurement must be set out in the plan, however the organisation of the project and administrative routines for the contractual arrangement and cooperation between the parties must be described in appendix 6.*

**Overall project- and progress plan**

The pre-commercial procurement is planned to be completed within 22months. This means that 22 months can elapse from when the agreement is entered into until phase 3 is completed.

The contractor's response to the overall project and progress plan:

*[completed by the contractor as part of its tender]*

# Appendix 5: Call-off agreements for phases 2 and 3

***The guide is retained upon publication of the competitive tender, and removed prior to contract signing***

*Upon completion of phase 1, the contractors' proposed solutions will be evaluated in accordance with the award criteria in the call-off agreement for phase 2. The contractors that proceed to phase 2 enter into a call-off agreement for phase 2 with the customer, which becomes part of appendix 5 (this appendix) to the principal agreement.*

*Similarly, at the end of phase 2, the contractors’ prototypes will be evaluated in accordance with the award criteria in the call-off agreement for phase 3. The contractors that proceed to phase 3 enter into a call-off agreement with the customer for phase 3, which becomes part of appendix 5 (this appendix) to the principal agreement.*

*The Norwegian Agency for Public and Financial Management (DFØ) recommends that, in addition to the description of needs and requirements for the proposed solution in appendix 1, the customer should also announce a draft for appendix 5 (call-off agreement for phase 2). The draft should include requirements for the implementation of phase 2 and award criteria for selection to phase 2. The final version should be made available to the contractors no later than the start of phase 2.*

*Like phase 1, DFØ recommends that the customer should send the contractors a draft call-off agreement for phase 3 at the start of phase 2. The draft should include requirements for the implementation of phase 3 and award criteria for selection to phase 3. The final version should be made available to the contractors no later than the start of phase 3.*

*The award criteria in the respective call-off agreements should also be linked to the matrix of needs in appendix 1 with any attachments in order to simplify the job of comparing tenders and make it predictable for the contractors to be aware of what they are to be evaluated on the basis of.*

*You can find templates for [call-off agreements for phase 2 here](https://view.officeapps.live.com/op/view.aspx?src=https%3A%2F%2Fanskaffelser.no%2Fsites%2Fdefault%2Ffiles%2F2021-10%2Favropskjema-for-kommersiell-anskaffelse-fase2-mal%2520%25281%2529.docx&wdOrigin=BROWSELINK) and* [*call-off agreements for phase 3 here.*](https://view.officeapps.live.com/op/view.aspx?src=https%3A%2F%2Fanskaffelser.no%2Fsites%2Fdefault%2Ffiles%2F2021-10%2Favropskjema-for-kommersiell-anskaffelse-fase3-mal.docx&wdOrigin=BROWSELINK) *The templates also include a guide for how they are to be completed.*

**

The draft call-off agreement is an attachment to this appendix (the box above is only a guide and not part of the text of the agreement).

# Appendix 6: Administrative provisions

***The guide is retained upon publication of the competitive tender, and removed prior to contract signing***

The appendix is partly completed by the customer and must be completed by the contractor in accordance with the instructions in the appendix.

*The appendix shall include a description of the organisation of the pre-commercial procurement, including specification of roles, responsibilities, and authority, as well the individuals defined as key personnel. The involvement of stakeholders, including the form of cooperation and communication between the customer and the contractor, must also be described.*

## Sections in the agreement that must be completed or may be amended in appendix 6

**Clause 1.4 of the Agreement – Representatives of the Parties**

The following persons are authorised representatives of the Contractor for this agreement:

|  |  |  |  |
| --- | --- | --- | --- |
| **Leverandør** | **Navn** | **Epost** | **Telefon** |
| *[completed by the contractor as part of its tender]* | *[insert]* | *[insert]* | *[insert]* |
|  |  |  |  |

The following persons are authorised representatives of the Customer for this agreement:

|  |  |  |  |
| --- | --- | --- | --- |
| **Kunden** | **Navn** | **Epost** | **Telefon** |
| *[completed by the customer]* | *[insert]* | *[insert]* | *[insert]* |
|  |  |  |  |

If an authorised representative needs to be replaced, the other party must be notified of this as soon as possible.

**Clause 2.1 of the Agreement – Preparation and organisation**

Administrative organisation of the project:

IVAR IKS is representing five waste management companies that are organised in a project team named Re:new Household Waste, which is the customer for this pre-commercial procurement. These waste management companies are ØAS, ROAF, IVAR, Sesam Ressurs AS, and REG.

The contractor’s project organisation: *[completed by the contractor as part of its tender]*

**Clause 4.2 of the Agreement – Requirements relating to the Contractor's resources and expertise**

The contractor’s key personnel:

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
| **Navn:** | **CV** | **Stilling:** | **Telefon:** | **E-post:** |
| *[completed by the contractor as part of its tender]* | Attachments  *[insert]* | *[insert]* | *[insert]* | *[insert]* |
|  |  |  |  |  |
|  |  |  |  |  |
|  |  |  |  |  |

**Clause 4.3 of the Agreement – Use of subcontractors**

The contractor's approved subcontractors:

|  |  |  |
| --- | --- | --- |
| **Name:** | **Organisation no.:** | **Area of delivery** |
| *[completed by the contractor as part of its tender]* | *[insert]* | *[insert]* |
|  |  |  |
|  |  |  |
|  |  |  |

If the approved subcontractors process personal data, they assume the same obligations as the Contractor pursuant to clause 8.3 of the Agreement.

**Clause 4.4 of the Agreement – Pay and working conditions**

Applicable collective agreement and declaration of conformity:

Contractor’s response : *[completed by the contractor as part of its tender]*

**Clause 5.2 of the Agreement – The Customer’s use of third parties**

*[completed by the contractor if applicable]*

**Clause 6.1 of the Agreement – Meetings**

Deadline for convening meetings to discuss the contractual arrangement and manner in which the contractual arrangement is conducted:

The deadline for convening meetings is 3 business days, unless otherwise agreed.

Meetings will primarily be digital up until Phase 2.

During Phase 2, it may be relevant to look at prototypes.

During Phase 3, an assessment will be carried out during the test phase.

Some meetings must be expected. Meetings will primarily take place digitally, however may also be physical meetings. The contractor may request meetings as required.

**Avtalens punkt 6.4 – Skriftlighet**

Notifications, demands or other notices relating to this agreement must be submitted in writing. Adress is agreed upon before signing the contract.

# Appendix 7: Price for proposed solution, hourly rates and price terms

***The guide is retained upon publication of the competitive tender, and removed prior to contract signing***

*All prices and the specific terms for the consideration to be paid by the customer for the deliverables provided by the contractor must be specified in appendix 7 and appendix 5 (call-off agreements). The appendix is partly completed by the customer and must be completed by the contractor in accordance with the instructions.*

*Because the pre-commercial procurement will be carried out within the framework of the exemption in Section 2-5 of the Norwegian Public Procurement Regulations, the customer shall not pay in full for the preparation of the proposed solution, development of prototype and/or field testing of the solution. Appendices 7 and 5 (call-off agreements) must clearly state the contributions made by each of the parties.*

*The customer must consider what price format (hourly rate, unit price, fixed price, target price, etc.) the contractor should base its tender on, and create templates for this in appendix 7. Any special payment arrangements, discounts, advances, partial payments and divergent payment dates must also be specified.*

## Sections in the agreement that must be completed or may be amended in appendix 7

**Clause 2.2 of the Agreement – Phase 1: Development of proposed solution**

Price for development of the proposed solutions

The customer has up to NOK 800,000, exclucive VAT, for implementing phase 1.

The customer shall not pay in full for the development of the proposed solution. The contractor's own contribution is specified in the table below.

Payment plan for Phase 1

Table 1 – Appendix 7

|  |  |  |
| --- | --- | --- |
| **Price element - Phase 1** | **Own contribution - Phase 1** | **Price in NOK, exclusive VAT.** |
| *[completed by the contractor as part of its tender]* | *[completed by the contractor as part of its tender]* | *[completed by the contractor as part of its tender]* |
| *[completed by the contractor as part of its tender]* | *[completed by the contractor as part of its tender]* | *[completed by the contractor as part of its tender]* |
|  |  |  |
|  |  |  |
| **Total price for development of proposed solution:** |  | *[completed by the contractor as part of its tender]* |

Payment plan

The contractor will receive payment during phase 1 based on the following plan:

Tabell 2 – bilag 7

|  |  |  |
| --- | --- | --- |
| **Date for payment** | **Completed activities** | **Percentage of total payment** |
| May/June 2024 | Proposed solution submitted | To be decided |
|  |  |  |
|  |  |  |
| **Totalt** |  |  |

**Avtalens punkt 2.3 – Fase 2: Utvikling av prototype**

**Clause 7.1 of the Agreement – Payment**

The contractor may not claim any payment in excess of the amount that is allocated.

The contractor shall cover own travel expenses and travel time.

**Clause 7.2 of the Agreement – Invoicing**

Invoice terms

The contractor is obligated to issue invoices electronically in EHF format. The same applies if the contractor transfers invoices to a third party for collection. The contractor must enter into a separate agreement regarding access points.

Invoice address:

IVAR IKS

Postboks 8134

4068 Stavanger

Norway

Requirements for marking of invoices

Electronic invoices must be marked with:

Project number: 23/1243

**Section 9.2 of the Agreement – Free Software**

Der Leverandøren plikter å bistå Kunden med å avhjelpe eventuelle mangler eller rettsmangler ved fri programvare, skal følgende timespris legges til grunn:

*[Completed by the parties prior to entering into the agreement/Completed by the customer]*

The Contractor may request an amendment to the agreement pursuant to chapter 3 if the work on remedying such deficiencies has consequences for the Contractor's other obligations under the agreement.

# Appendix 8: Amendments to the agreement prior to the agreement being entered into

***The guide is retained upon publication of the competitive tender, and removed prior to contract signing***

*The appendix is completed by the customer and/or contractor as necessary. Amendments to the general text of the agreement shall be collated in appendix 8, unless the general text of the agreement refers such amendments to a different appendix, INCLUDING the call-off agreements.*

*It is possible to make non-significant amendments to all clauses in the agreement, including where there is no clear reference to amendments being able to be agreed. The amendments to the text of the agreement must appear here, such that the text of the general text of the agreement remains unchanged. It must be clearly and unambiguously stated as to which provisions in the agreement have been amended.*

*However, the contractor should be aware that reservations in and amendments to the agreement when submitting tenders may result in the tender being rejected by the customer.*

|  |  |  |  |
| --- | --- | --- | --- |
| DATE | CLAUSE OF THE AGREEMENT | ORIGINAL TEXT | NEW TEXT |
|  |  |  |  |
|  |  |  |  |
|  |  |  |  |

# Appendix 9: Amendments to the agreement after the agreement has been entered into

***The guide is retained upon publication of the competitive tender, and removed prior to contract signing***

*This appendix must not be completed before the agreement is entered into and must be used as required. If the customer and the contractor have agreed on a change agreement after entering into the agreement (content of the agreement, any change in payment and change in schedule), the change must be stated here. This does not apply to changes included in the call-off agreements.*

*Both parties may request a change agreement if this is necessary for changes that cannot be managed through reprioritisation within the agreed framework of the agreement.*

## Sections in the agreement that must be completed or may be amended in appendix 9

**Clause 3.1 of the Agreement – Right to amend the contents of the Agreement**

Agreed amendments within the framework of clause 3.1 of the agreement must be catalogued in this appendix and the change agreement enclosed.

The Contractor shall compile a continuous catalogue of the amendments that make up Appendix 9 and provide the Customer with an updated copy without delay.

Each amendment must be signed by an authorised representative of the parties.

|  |  |  |  |
| --- | --- | --- | --- |
| **No.** | **Date** | **The amendment pertains to** | **Signature** |
|  |  |  |  |
|  |  |  |  |
|  |  |  |  |
|  |  |  |  |

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