**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, prototype and field testing.

**Description of needs**

**Introduction**

Statsforvalterens fellestjenester (STAF) (County Governor Shared Services) is the customer in this pre-commercial procurement. STAF is an independent enterprise and provides services to the county governors and develops digital solutions. One of these services is to provide assistance relating to public procurement, such as in this project concerning pink salmon. Procurement takes place in close cooperation with the County Governor of Troms and Finnmark, which is the “need owner” of the solution. The County Governor of Troms and Finnmark is the state’s representative in the county and is responsible for following up decisions, objectives and guidelines issued by the Storting and the Government. The County Governor is also an important link between the municipalities and central authorities. For further information, reference is made to the County Governor of Troms and Finnmark.

There are significant challenges associated with the arrival of pink salmon in the rivers. A great deal of manual work is required to remove and prevent pink salmon from spawning in rivers, while at the same time avoiding any potential impact to fish that are native to these rivers. We are looking for a solution that can distinguish pink salmon from Atlantic salmon in a cost and resource-effective manner without involving physical human contact and which can prevent pink salmon from spawning in the river.

Our research of the market has revealed that there are no complete solutions which satisfy the level of performance and function that we require in terms of identification, sorting and capacity.

STAF is setting the market the challenge of coming up with ideas and developing a well-functioning solution that meets our needs.

**Problem/challenge**

Pink salmon is an alien fish species that has spread to Norway after releases in north-western Russia. Pink salmon has a 2-year life cycle, and so far, only odd-numbered stocks have increased in number. In recent odd-numbered years, this has become a major problem, risking serious impact on populations of naturally occurring species of salmonids, other biodiversity, water quality and the health of both wild and farmed fish. Since 2015, the number of pink salmon in Norwegian rivers has grown exponentially. Previously, this mainly affected rivers in Varanger, but the phenomenon is now spreading steadily westwards. Through dialogue with researchers in Russia, the County Governor of Troms and Finnmark has received information indicating that we must assume that the situation could become much worse if pink salmon are allowed to spawn in an uncontrolled manner in the coming years. The Russian rivers on the Kola Peninsula and the White Sea are a few years ahead of what we are seeing in Norwegian rivers, and they give us a picture of how things may be expected to develop if we do not implement effective countermeasures.

It is estimated that wild salmon generate NOK 1.3 billion per year from sport fishing tourism and associated service industries, etc. Based on, among other things, surveys, these revenues are expected to be negatively impacted by the pink salmon invasion. There are also many locations where surface water from sources containing anadromous fish is used as drinking water. Contamination from pink salmon carcasses may result in a need for costly investments in some municipalities. These are examples of societal costs as a result of the invasion.

In 2023, NOK 35 million was allocated via the national budget to combat pink salmon.

Norway attempts to control the numbers of pink salmon by blocking off the estuaries and sorting out the unwanted species, while allowing the indigenous species through. The sorting is done manually, which involves considerable cost and effort, and also has the unfortunate effect of the fish potentially being harmed when handled prior to being released again. Stress and mechanical injury to the skin can result in a breeding ground for diseases, especially fungal infections.

**Desired result/effect**

We expect that a trap with an automatic sorting system will result in less time spent operating the trap. This will also mean lower costs.

We also want to minimize the delay in migration that is now being inflicted on salmon, sea trout and char, and to eliminate the need for physical contact with these fish.

Furthermore, the information an automatic sorting system provides about the natural stocks in the river will be of quite different quality and without the animal welfare challenges that manual sorting entails.

The main goal of the device is to reduce the number of pink salmon as much as possible, or, to put it another way, “to stop an ecological catastrophe” in the rivers. Norway is obliged by the Convention on Biological Diversity to prevent further spread from stocks in Norway to other countries.

**The need**

We require a solution that can effectively distinguish pink salmon from Atlantic salmon and other native fish without manual intervention and that can prevent pink salmon from spawning in the river. We are looking for solutions that can be integrated into existing guide fences and trap cages, but are open to alternative concepts that can guide and trap the fish.

It would also be viewed favourably if the solutions include elements that make the removal of pink salmon simpler and more efficient, for example, the possibility of landing the fish from the trapping device to the river bank.

The solution must be able to identify pink salmon among the fish species that are native to the river. It will need to sort out and escort the identified pink salmon away from the other fish, while allowing the other fish species to continue their migration up the river with the least possible disturbance. The sorting function must take animal welfare into consideration and minimise the risk of unnecessary suffering for all species.

User-friendliness is also important, whereby daily supervision during the operational phase will not require specialist expertise, and the equipment can be used following basic training.

The solution is intended to be a temporary installation that can be dismantled when it is no longer necessary, for example, in winter or in even-numbered years when there are few pink salmon. Mobility is therefore important in order for the solutions to be transported to areas along the river that are not connected by road.

We also require a solution that can handle an unpredictable and increasing number of salmon passages, as well as deal with a wide range of fish of different sizes. The solution must be designed to withstand the outdoor environment, either fully or partially submerged in water, and be able to function in these conditions.

Security is an important factor and the solution should be protected from vandalism and theft to ensure continual operation. Sustainability is also a key objective, with a focus on use of materials, reuse and reduction in greenhouse gas emissions.

The solution should be self-sufficient in electricity and be able to transmit data traffic wirelessly. It would also be viewed favourably if it can provide continuous feedback on its functionality, any errors and data relating to fish that have been caught or passed by.

**The matrix of needs**

The matrix of needs provides a comprehensive overview of the needs, performance and function that the solution will be selected and evaluated in accordance with. There is no requirement to be able to score equally well on all elements of the matrix, however the proposed solutions are subject to an overall assessment by the matrix of needs and the other award criteria in the rules of tender.

|  |  |  |  |
| --- | --- | --- | --- |
| **No.** | **Category** | **Description of need** | **Performance/Function** |
| B1 | Function - identify | The solution **must** identify pink salmon among the fish species that are native to the river. | Degree of correct species identification. |
| B2 | Function - sort | The solution **must** sort and escort the identified pink salmon away from the other fish and release the fish species that are native to the river as undisturbed as possible further up the river. The sorting function must take animal welfare into consideration and minimise the risk of unnecessary suffering for all species. | Degree of correct sorting, minimisation of the need for manual post-sorting and the best possible animal welfare. |
| B3 | Function - handle | The solution **should** facilitate simple removal, euthanizing and transport of sorted pink salmon. Same requirements for animal welfare as B2. | The effectiveness of the solution for further handling of pink salmon that have been caught. |
| B4 | User-friendliness | The solution **should** be simple to use. Day-to-day supervision during the operational phase should not require specialist expertise. The equipment must be able to be used following basic training. | The ease with which one can use the solution and rectify any faults. |
| B5 | Installation and disassembly | The solutions **must** be temporary installations that can be dismantled when they are not required, for example, in winter or in even-numbered years when there are few pink salmon. | Time and resources required to install and disassemble the solution. |
| B6 | Transport | It **should** be possible to transport the solution to riverside locations that are not connected by road. | How easily and cheaply the solution can be transported at locations where there is no road. |
| B7 | Capacity | The solution **must** be able to handle an unpredictable and increasing number of salmon passages and a wide range of individual sized fish. | Scalability and adaptation to different quantities and sizes in accordance with variation between watercourses. |
| B8 | Durability | The solution **will** be located in an outdoor environment fully or partially immersed in water and must be able to function under these conditions. | The extent to which the solution can withstand the environment that it will be installed in. |
| B9 | Vandalism and theft | The solution **should** be protected against vandalism and theft. | Degree of security to prevent vandalism and theft. |
| B10 | Sustainability | The solution **should** be sustainable in terms of its use of materials/reuse and greenhouse gas emissions. | Minimise emissions and use of materials in production, use and reuse/recycling. |
| B11 | Autonomy | The solution **should** be self-sufficient in electricity and be able to transmit data traffic wirelessly. | Degree of autonomy. |
| B12 | Operation and data exchange | The solution **should** be able to provide continuous feedback on its functionality, any errors and data relating to fish that have been caught or passed by. | The extent to which the solution is able to communicate operations, status and error messages on an ongoing basis. |

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 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 | Animals should not be subjected to unnecessary suffering, and this also applies to pink salmon. This entails that capture, handling and euthanizing must take this requirement into consideration. | Animal Welfare Act  [Animal Welfare Act - Lovdata](https://lovdata.no/dokument/NL/lov/2009-06-19-97?q=lov%20om%20dyrevelferd) |
| 2 | Motor traffic on uncultivated land is generally prohibited. However, an exemption can be granted. It is the County Governor or municipality that can approve this following a discretionary assessment. | Motor Traffic Act  [Act relating to Motor Traffic on Uncultivated Land and in Watercourses (Motor Traffic Act) - Lovdata](https://lovdata.no/dokument/NL/lov/1977-06-10-82?q=motorferdselsloven) |
| 3 | A fishing licence will be necessary. Fishing licences are issued by the County Governor. | The Salmonids and Freshwater Fish Act  [Act relating to Salmonids and Freshwater Fish, etc. (Salmonids and Freshwater Fish Act) - Lovdata](https://lovdata.no/dokument/NL/lov/1992-05-15-47?q=lakseloven) |
| 4 | If there is a need for physical intervention to riverbank vegetation or the course of the river, this requires authorisation from the County Governor, and possibly the Norwegian Water Resources and Energy Directorate (NVE). | Regulations relating to Physical Measures in Watercourses  [Regulations relating to Physical Measures in Watercourses - Lovdata](https://lovdata.no/dokument/SF/forskrift/2004-11-15-1468?q=fysiske%20tiltak%20i%20vassdrag)  or  Water Resources Act  [Act relating to Watercourses and Groundwater (Water Resources Act) - Lovdata](https://lovdata.no/dokument/NL/lov/2000-11-24-82?q=vannressursloven) |

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

The solution does not require data collection from the County Governor's infrastructure.

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

Not applicable

# 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**

|  |  |  |
| --- | --- | --- |
| **Need**  B1 | **Category**  Function - Identify | **Description of need**  The solution **must** identify pink salmon among the fish species that are native to the river. |
| *[completed by the contractor as part of its tender]* | | |

|  |  |  |
| --- | --- | --- |
| **Need**  B2 | **Category**  Function - Sort | **Description of need**  The solution **must** sort and escort the identified pink salmon away from the other fish and release the fish species that are native to the river as undisturbed as possible further up the river. The sorting function must take animal welfare into consideration and minimise the risk of unnecessary suffering for all species. |
| *[completed by the contractor as part of its tender]* | | |

|  |  |  |
| --- | --- | --- |
| **Need**  B3 | **Category**  Function - Handle | **Description of need**  The solution **should** facilitate simple removal, euthanizing and transport of sorted pink salmon. Same requirements for animal welfare as B2. |
| *[completed by the contractor as part of its tender]* | | |

|  |  |  |
| --- | --- | --- |
| **Need**  B4 | **Category**  User-friendliness | **Description of need**  The solution **should** be simple to use. Day-to-day supervision during the operational phase should not require specialist expertise. The equipment must be able to be used following basic training. |
| *[completed by the contractor as part of its tender]* | | |

|  |  |  |
| --- | --- | --- |
| **Need**  B5 | **Category**  Installation and disassembly | **Description of need**  The solutions **must** be temporary installations that can be dismantled when they are not required, for example, in winter or in even-numbered years when there are few pink salmon. |
| *[completed by the contractor as part of its tender]* | | |

|  |  |  |
| --- | --- | --- |
| **Need**  B6 | **Category**  Transport | **Description of need**  It **should** be possible to transport the solution to riverside locations that are not connected by road. |
| *[completed by the contractor as part of its tender]* | | |

|  |  |  |
| --- | --- | --- |
| **Need**  B7 | **Category**  Capacity | **Description of need**  The solution **must** be able to handle an unpredictable and increasing number of salmon passages and a wide range of individual sized fish. |
| *[completed by the contractor as part of its tender]* | | |

|  |  |  |
| --- | --- | --- |
| **Need**  B8 | **Category**  Durability | **Description of need**  The solution **will** be located in an outdoor environment fully or partially immersed in water and must be able to function under these conditions. |
| *[completed by the contractor as part of its tender]* | | |

|  |  |  |
| --- | --- | --- |
| **Need**  B9 | **Category**  Vandalism and theft | **Description of need**  The solution **should** be protected against vandalism and theft. |
| *[completed by the contractor as part of its tender]* | | |

|  |  |  |
| --- | --- | --- |
| **Need**  B10 | **Category**  Sustainability | **Description of need**  The solution **should** be sustainable in terms of its use of materials/reuse and greenhouse gas emissions. |
| *[completed by the contractor as part of its tender]* | | |

|  |  |  |
| --- | --- | --- |
| **Need**  B11 | **Category**  Autonomy | **Description of need**  The solution **should** be self-sufficient in electricity and be able to transmit data traffic wirelessly. |
| *[completed by the contractor as part of its tender]* | | |

|  |  |  |
| --- | --- | --- |
| **Need**  B12 | **Category**  Operation and data exchange | **Description of need**  The solution **should** be able to provide continuous feedback on its functionality, any errors and data relating to fish that have been caught or passed by. |
| *[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):**

*Contractor’s response : [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 contractor if applicable]*

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

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

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

Not applicable

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

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

|  |  |
| --- | --- |
| **Name of free software** | **Free software licence** |
| *[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.*

**Description of the Customer's technical management system/platform**

The description below only applies to solutions that are dependent on existing manual installations.

There are manual trapping systems consisting of a guide fence and a trap chamber which the offered solution can work together with. There are different types, of which the two main types are 1: rigid constructions made from aluminium, or 2: resistance board fish weirs[[1]](#footnote-2) constructed using PVC or PE plastic. The guide fences block the course of the river, which results in all migrating fish ending up in a trap chamber for manual sorting.

**Description of physical infrastructure**

During the development of a solution, the Contractor must take into consideration the limitations and opportunities this entails.

**Access**

Some of the rivers in the area have road access, however not all.

Many of the rivers are shallow and can not normally be accessed by boat.

During snow season from November to April, suitable vehicles can be used to access these areas on snow without leaving permanent traces.

It is possible to use helicopters where a landing permit has been granted.

**Power**

Some areas have access to electricity from the grid, however most locations do not have such access.

**Coverage**

Some of the locations have good mobile telephony and data traffic coverage, but not all.

You can check the coverage maps of the three largest providers to obtain an overview:

* Ice - <https://www.ice.no/dekning/kart/>
* Telenor - <https://www.telenor.no/dekning/#dekningskart>
* Telia - <https://www.telia.no/nett/dekning/>

These maps will provide you with more detailed information about the mobile and data coverage in different areas.

**Access to ICT infrastructure**

If the solution requires access to the County Governor's ICT infrastructure, this must be agreed to separately.

**Time for access**

Ice in river: The river is normally ice-free from mid-May until October.

Flooding: The flooding period normally extends from mid-May to mid-June. View historical data at: [Kart | Sildre (nve.no)](https://sildre.nve.no/map?x=380400&y=7228000&zoom=4) (Norwegian) or [Map | Sildre (nve.no)](https://sildre.nve.no/map?x=380400&y=7228000&zoom=4&lang=en) (English)

# 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 30 months, and no later than 36 months. This means that a maximum of 36 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:

|  |  |  |  |
| --- | --- | --- | --- |
| **Contractor** | **Name** | **Email** | **Telephone no.** |
| *[completed by the contractor as part of its tender]* | *[insert]* | *[insert]* | *[insert]* |
|  |  |  |  |

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

|  |  |  |  |
| --- | --- | --- | --- |
| **Customer** | **Name** | **Email** | **Telephone no.** |
| Statsforvalterens fellestjenester (STAF) | Francoise Bratland | francoise.bratland@statsforvalteren.no | +47 37 32 11 45 |

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:

STAF is responsible for leading the procurement process, however this will take place in close cooperation with the County Governor of Troms and Finnmark (SFTF).

The interdisciplinary procurement team consists of a variety of expertise which makes us well-equipped to assess different aspects of the solutions proposed by the contractors.

#### Description of role and required expertise

**Project Owner**: The Project Owner has decision-making responsibility for the budget and important decisions in the project. This includes making a final decision on which consortia will proceed to the next phase. The Project Owner ensures that the project has sufficient access to internal resources and has overall responsibility for the project budget. Responsibility for the project is with Departmental Director Francoise Bratland, who heads the Department of Procurement, Administration and Data Protection at STAF, where the procurement area is organised.

**The Project Manager** is Erik Drivdal, who is the coordinator for procurement.

**Technical Director** is Eirik Frøiland from SFTF.

**Erik Drivdal**, Senior Adviser at STAF, has expertise in procurement regulations and has extensive experience in conducting public procurement processes.

**Eirik Frøiland**, Senior Adviser at SFTF, is responsible for implementing measures to combat pink salmon. He also heads the National Competence Group for Measures to Combat Pink Salmon that was appointed by the Norwegian Environment Agency.

**Jan Grimsrud Davidsen**, Associate Professor at the Norwegian University of Science and Technology's (NTNU) University Museum, has expertise in monitoring salmonids using artificial intelligence and image recognition. He will assist with evaluations of this part of the technology offered by the contractors.

**Martin Føre**, Associate Professor at the NTNU Department of Engineering Cybernetics, has expertise in engineering cybernetics, sensor types for underwater use, and technologies aimed at the fisheries and aquaculture industries. He will assist with evaluations of this part of the technology offered by the contractors.

**Vidar Hellum**, Assistant Professor, University of Agder (UiA), Department of Engineering Sciences, has expertise in engineering structures. Research within materials, mooring and fatigue.

**Kjell G. Robbersmyr**, Professor, University of Agder (UiA), Department of Engineering Sciences, has expertise in mechatronics/machine design. Research in machine design/rotating machinery, condition monitoring, etc.

**Mette Mo Jakobsen**, Adjunct Professor, University of Agder (UiA), Department of Engineering Sciences, has expertise in product development. Research within structured product development**.**

We believe this team covers our requirements for specialist expertise.

We will also use the National Competence Group for Measures to Combat Pink Salmon for professional advice and input.

A preliminary impartiality assessment will be carried out prior to the start of the project and after we have obtained an overview of the contractors that have expressed an interest.

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:

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
| **Name:** | **CV:** | **Position:** | **Telephone no.:** | **Email:** |
| *[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**

The County Governor and STAF will use resources from the University of Agder (UiA) and Norwegian University of Science and Technology (NTNU) for conducting the competitive tender.

We also have a close dialogue with fishing associations for the various rivers.

**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.

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.

**Clause 6.4 of the Agreement – Documented in writing**

Notifications, demands or other notices relating to this agreement must be submitted in writing to the following address:

Formal inquiries must be sent to

Statsforvalterens fellestjenester (STAF)  
P.O. Box 504  
4804 Arendal

**Email:** [stafpost@statsforvalteren.no](mailto:stafpost@statsforvalteren.no)

Referenced with case no. 2022/156

# 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 200,000, excluding 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. The amount can be increased if there are fewer than five contractors.

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:

Table 2 – Appendix 7

|  |  |  |
| --- | --- | --- |
| **Date for payment** | **Completed activities** | **Percentage of total payment** |
| December 2023 | Proposed solution submitted | 100% |
| **Total** |  |  |

**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:

Statsforvalterens fellestjenester (STAF)  
P.O. Box 504  
4804 Arendal

Organisation no. 921 627 009

Requirements for marking of invoices

Electronic invoices must be marked with:

* Our ref: 3820eridr
* Project number: 20040

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

When the Contractor is obligated to assist the Customer in remedying any defects or legal deficiencies in connection with free software, the following hourly rate shall be used as a basis:

*[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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1. Example of a resistance board fish weir from the Alaska Department of Fish and Game: [Techniques for Installing a Resistance Board Fish Weir (arlis.org)](https://www.arlis.org/docs/vol1/54404175.pdf) [↑](#footnote-ref-2)