



**Invitation to tender**

for competition under the EEA threshold

when procuring:

**Action Plan for establishing a Nordic Research Programme for Heavy Road  
Transport**

**Deadline:**

**30 September 2019, 13:00 CEST**

# Nordic Research Programme for Heavy Road Transport

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# Nordic Research Programme for Heavy Road Transport

## 1. Introduction

### 1.1 About the contracting authority

Nordic Energy Research (NER) invites you to compete on the task described in this document. Nordic Energy Research is an intergovernmental institute for cooperative energy research and policy development under the auspices of the Nordic Council of Ministers (NCM). NER facilitates and funds research and development to promote a sustainable future and contribute to Nordic policy-making and cooperation within the field of energy.

### 1.2 The assignment's objectives and content

CO<sub>2</sub>-emissions from heavy road transport are steadily increasing and have contributed greatly to the growth in global oil consumption in recent years. Globally, oil demand from trucks (i.e. light commercial vehicles, medium-duty trucks and heavy-duty trucks) increased by 4 mb/d between 2000 and 2017. After cars, trucks are the main consumer of oil at almost 16 mb/d in 2017<sup>1</sup>. Meanwhile EU regulation is about to be passed setting mandatory targets for heavy-duty vehicles (HDVs) in the EU. There is an urgent need to speed up technology development to advance decarbonisation in the HDV segment of transportation in order to mitigate climate change, comply with upcoming EU regulation, develop and deploy new technology, while reaping potential Nordic commercial benefits and maintaining Nordic technology leadership.

***The overall objective of the work is to deliver an action plan for the establishment of a common Nordic research programme within the field of heavy road transport and HDVs.***

Nordic Energy Research is funding this project.

#### 1.2.1 Background for the assignment

Globally, while oil demand for cars will remain fairly constant despite an 80 % larger global car fleet in 2040, oil demand for trucks is expected to have increased by another 4 mb/d in 2040, reaching almost 20 mb/d (IEA 2017). Road freight CO<sub>2</sub>-emissions have been growing 2.8 % per year since 2000 and accounts for 75 % of global freight transport emissions<sup>2</sup>.

In the EU, greenhouse gas emissions from HDVs were 19 % higher in 2015 compared to 1990. They represented 6 % of total EU GHG emissions and one fifth of all transport emissions<sup>3</sup>.

Only 5 % of the vehicles on Europe's roads are trucks but they account for some 25 % of total road transport CO<sub>2</sub>-emissions. Without further action, that share is expected to increase by some 9 %-point

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<sup>1</sup> IEA (2018), World Energy Outlook 2018, International Energy Agency.

<sup>2</sup> IEA (2017), The Future of Trucks – Implications for Energy and the Environment, International Energy Agency.

<sup>3</sup> EC (2018), Commission Staff Working Document Part 1 accompanying proposal COM(2018) 284 for a Regulation setting CO<sub>2</sub> emission performance standards for new heavy-duty vehicles; European Commission.

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between 2010 and 2030. 98 % of the European lorries currently rely on diesel and there are virtually no zero emission lorries on the roads. Nevertheless, almost all manufacturers have announced plans for zero-emission vehicles.

While CO<sub>2</sub>-emissions from light-duty vehicles (LDVs) have been EU regulated for many years, CO<sub>2</sub>-emissions from HDVs have been unregulated until very recently. New legislation was passed by the European Parliament and Council in June 2019, setting new emission performance standards for new heavy-duty vehicles.

In 2014, the European Commission presented a [strategy](#) for reducing CO<sub>2</sub> emissions of Heavy-Duty Vehicles (HDVs), focusing on short-term actions to certify, monitor and report emissions. It was followed by a European Commission legislative [proposal](#) for the first ever European CO<sub>2</sub> emission standards for heavy goods vehicles (HGVs), buses and coaches. The Council and the European Parliament agreed in June 2019 on a 15 % reduction in CO<sub>2</sub>-emission from new trucks from 2025 compared to a reference level of emissions and a 30 % reduction for the reporting periods of the year 2030 and onwards. Truck manufacturers shall begin reporting on its specific CO<sub>2</sub>-emissions from July 2020.

In January 2019, the Nordic Council of Ministers published the [report](#) “REDUCING CO<sub>2</sub> EMISSIONS FROM FREIGHT – Recent developments in freight transport in the Nordic Countries and instruments for CO<sub>2</sub> reductions”. It investigates recent developments in freight transport by road, by sea and by train in the Nordic countries. It focuses exclusively on freight transport by road and excludes passenger cars. The report’s overall conclusions are:

- With current trends, existing and planned policies do not result in sufficient reductions in CO<sub>2</sub>-emissions in light of 2030 climate objectives;
- Of the cost-effective policy-measures within the transport sector, only few currently focus on freight transport;
- Increased joint Nordic efforts are needed if 2030 objectives are to be achieved;
- With regards to the five main policy measures to reduce CO<sub>2</sub>-emissions from freight, measures aimed at 1) reducing transport demand, 2) improving the efficiency of transport modes, and 3) stimulating modal shifts, may contribute to emission reductions, but likely only to a limited degree. New measures with the largest CO<sub>2</sub>-emissions reduction potential will likely be aimed at 4) the increased use of fuels with lower carbon content, and 5) the use of alternative propulsion technologies.

Both traffic volumes and their related CO<sub>2</sub> emissions are on the rise and with the current development, there is a considerable gap between actual emissions and the CO<sub>2</sub>-emission objectives of the Nordic countries. This is particularly the case for emissions from heavy transport, according to the report.

### 1.2.2 Objectives

The overall objectives of the work are to;

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- i) Identify the main conclusions related to heavy road transport and HDVs contained in the Council of Ministers' report: "Reducing CO<sub>2</sub>-emissions from freight". These should be evaluated against other relevant research literature on heavy road transport and HDVs and conclusions should be drawn.
- ii) Map relevant past, ongoing, and planned research, development, innovation and demonstration (RDD & I) initiatives related to heavy road transport and HDVs in the five Nordic countries;
- iii) Based on the above mapping, identify areas for increased / joint collaboration in the form of a common Nordic energy research programme aimed at reducing greenhouse gas emissions from heavy road transport and heavy-duty vehicles (HDVs);
- iv) Design an action plan for establishing a common Nordic research programme within this field.

Any relevant current or planned HDV road transportation EU research programmes with Nordic participation should also be identified and ways for the various national research initiatives to cooperate should be suggested.

### 1.2.3 Content

The scope of the tasks identified under 1.2.2 is limited to heavy-Duty vehicles, defined as freight vehicles of more than 3.5 tonnes (Category N2 and N3 lorries) or passenger transport vehicles of more than 8 seats (Category M2 and M3 busses and coaches) as defined in Annex II of [EU directive 2007/46/EC](#).

The major conclusions of the exercise should be delivered in the form of:

At minimum:

- An illustrated report.
- Figures and tables (including all underlying data) in an editable format
- A Power point presentation

Other forms of presentation of the results could also be developed in collaboration with NER.

The consultant is invited to prepare a tentative list of what s(he) considers to be key components of the subsequent analysis. This will be discussed with NER when closing the consultancy contract.

The final report will be published in English as a web version on [www.nordicenergy.org](http://www.nordicenergy.org) (the NEF website) and / or as a printed report.

### 1.2.4 Method

It will be up to the consultant to define an approach and suitable methodology (including materials and data) for this assessment. However, the work should take as its starting point, the conclusions related to

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HDVs contained in the above mentioned [report](#) from the Nordic Council of Ministers: “REDUCING CO<sub>2</sub> EMISSIONS FROM FREIGHT – Recent developments in freight transport in the Nordic Countries and instruments for CO<sub>2</sub> reductions”. Other relevant literature include [Decarbonising the Nordic Transport System](#) (TØI 2018); [The Future of Trucks](#), IEA 2017; [How to decarbonise European Transport by 2050](#); T&E, 2018; and [The Pathways Study – Achieving fossil free commercial transport by 2050](#). Scania Group, May 2018.

How the consultant plans to include NER in content creation and presentation of the results should be outlined in the tender. The assessment should be based on the most recent and up to date information and data. Any figures, tables, illustrations and photos should be visually pleasing and easy to understand.

The consultant will be asked to familiarise themselves with the NER design guidelines, which in cooperation with an NER communication adviser will be applied to the presentation of the final results.

### 1.2.5. Preliminary timeframe & deliverables for the project execution

Action	Deliverable	Date	Responsible
Deadline for submission of tender	Tender	30 September 2019; 13.00 CEST	Consultant
Contract signed	Contract	15 October 2019	NER
Startup meeting	Minutes	Mid October 2019	Consultant
Progress evaluation meeting (online)	Minutes	Mid November 2019	Consultant
Progress evaluation meeting (online) and draft results	Minutes	Primo December 2019	Consultant
Present draft results	Draft report	Mid December 2019	Consultant
Present final results	Final report	Mid January 2020	Consultant

Signing the contract will be done by e-mail or mail. The start-up meeting will take place in one of the Nordic capitals. The startup and progress meetings may be conducted via Skype/teleconference. Further video conference meetings may be organised if deemed necessary. The place and scope of the presentation of the final report should be determined during the course of the project.

The final timetable will be agreed upon at the start-up meeting. A project steering committee may be established. However, the consultant will be responsible for the content and conclusions of the final report.

### 1.2.6 Use of the report and the results

The main target groups are decision-makers and policy planners. The final report will be made publicly available.

The results will be used to establish a research agenda for a common Nordic research programme in heavy road transport.

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## 1.2.7 Value of the assignment

The total cost for the tender may not exceed 300 000 NOK, VAT excluded. All expenses should be included.

## 1.2.8 Contract

A contract should be established with the awarded consultant.

The supplier may employ subcontractors to specific task, but it will be the supplier who has the entire responsibility regarding deadlines, quality insurance and finances etc. vis-à-vis the purchaser.

## 1.3 Announcement of the tender

The invitation to tender and announcement of winning bid will be made public on Doffin, as specified in Chapter 2.5.

## 2. Administrative regulations

### 2.1 Purchase procedure

The procurement directive is not directly applicable to Nordic Energy Research as an international organization located in Oslo. Consequently, only the general principles of the EU/EEA will apply to this procurement process. This procurement process will be conducted in accordance with the Norwegian Act on public procurement of 17 June 2017 (Lov om Offentlige Anskaffelser - LOV-2016-06-17-73) and the Norwegian Regulation on public procurement (FOA; Forskrift om offentlige anskaffelser - FOR-2016-08-12-974) of 18 August 2016 part I.

The purchase procedure will be executed in an open competition according to the main principles of FOA, part I. This procedure allows all potential suppliers to bid.

### 2.2 Requested structure of the competition

The competition will be based on:

- this document and
- the appendices as presented below.

Appendices:

Appendix A: HES declaration

Appendix B: Tender

Appendix C: Disclaimer and Deviation

Appendix D: Consultancy Agreement Draft

Appendix E: Standard Terms of Contract for Consultants

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Appendix F: European Single Procurement Document (optional)

Appendix G: Draft Collaboration Agreement (for information)

Appendix H: “Reducing CO2 emissions from freight - Recent developments in freight transport in the Nordic countries and instruments for CO2 reductions”; Nordic Council of Ministers, 10 January 2019

## 2.3 Contact information

Contact person concerning this purchase is Christian Kjaer, Senior Adviser at Nordic Energy Research, email [christian.kjaer@nordicenergy.org](mailto:christian.kjaer@nordicenergy.org).

## 2.4 Language

All communication, written and oral, regarding this project should be made in English. This also applies for the tender itself. Possible juridical questions/clarifications must be communicated in Norwegian.

The reports must be in English, with summaries in a Scandinavian language.

## 2.5 Execution of the tendering process

Activity	Date
Invited parties notified / Announcement in Doffin	26.08.2019
Deadline for questions concerning the invitation to tender	15.00 (CEST) 10.09.2019
Answers to questions concerning the invitation to tender	20.09.2019
Deadline for tender	30.09.2019 13:00 CET
Opening of tender	30.09.2019 14:00 CET
Evaluation of tender and contract award intention announced	03.10.2019
Award of Contract	14.10.2019
Contract signing	15.10.2019

## 2.6 Correction, addition and/or change of the competition

Before the deadline of the competition, the purchaser is entitled to make corrections, additions or changes to the competition that are not significant.

## 2.7 Questions for the competition

Any questions suppliers may have related to the competition must be received by the deadline indicated in the schedule under 2.5.

Questions must be sent by e-mail to the contact person of the competition as indicated in 2.3. All questions will be answered anonymously and made available for all who have registered to receive the competition on Doffin in due time before the deadline of the competition.



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## 2.8 The participation costs of the supplier

Any costs that the supplier may have in the preparation, delivery or follow-up of the tender and the procurement process will not be refunded.

Participation in the tendering process will in no way commit the purchaser to enter a contract with the supplier or involve the purchaser in financial obligations.

## 2.9 Return of tender

The purchaser will not return the tender of the supplier.

## 3. Wages and working conditions

If this competition includes services or construction work in accordance with regulations of February 8, 2008 no.112 on wages and working conditions in public contracts (Forskrift om lønns- og arbeidsvilkår i offentlige kontrakter - FOR-2008-02-08-112), separate requirements and remedies related to this apply, cf. part 2 of Contract.

## 4. Confidentiality and disclosure

### 4.1 Confidentiality

Information that the parties become acquainted with regarding the competition and implementation of the contract shall be treated as confidential and not made available to any third party without the consent of the other party.

## 5. Requirements for the tender

### 5.1 Structure of the tender

The tender should contain the following documentation that should be structured acc. to the following sections.

Section no.	Documentation
1.	Tender which should include the following: 1.1 Reference to the name of the competition 1.2 The address, phone number and e-mail address of the supplier 1.3 The contact person of the supplier and his/her phone numbers and e-mail address 1.4 Confirmation of the validity of the tender, cf. section 5.3. 1.5 Binding signature from a person with authority to sign on behalf of the supplier
2.	Documentation of eligibility 2.1 Tax certificates cf. section 7.2. 2.2 Health Environment and Safety (HES) declaration cf. section 7.2. 2.3 Documentation of the supplier's organizational and legal position ref. section 7.3. 2.4 Documentation of economic and financial position ref. section 7.4. 2.5 Documentation of technical and professional qualifications ref. section 7.5

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3.	Project description (including a draft work plan, a draft of the table of contents in the report, methods and preliminary list of data and materials to be used, see section 8.1) Estimation of the number of work days by the consultant and price NOK/day Other relevant information Format: Maximum 5 A4 format pages (Times 12 point 1,5 paragraph spacing).
4.	Any modifications or alteration to the competition or the contract ref. section 5.7. and Appendix C.
5.	Other relevant information

### 5.2 Delivery format of the tender

Tenders should be delivered by E-mail to the following address:

[christian.kjaer@nordicenergy.org](mailto:christian.kjaer@nordicenergy.org)

with the following subject line: TENDER - Nordic HDV Research Programme.

The tender should be in PDF format and/or other Microsoft Office compatible format.

### 5.3 Validity

The tender must have a validity of a minimum of 90 days from the day of the deadline of the tender.

### 5.4 Contract

The supplier must base his tender on the enclosed contracts (Appendices D and E).

### 5.5 Tender for all or part of the delivery

It is not permitted to submit tenders for part of the delivery.

### 5.6 Alternative tenders

It is not permitted to submit alternative tenders.

### 5.7 Reservations and amendments

Significant reservations and amendments shall be stated precisely and unambiguously so that the purchaser can evaluate the offer without contacting the supplier. Reservations and amendments shall clearly and unambiguously refer to the relevant appendix and point in the tender documents and shall be annexed to the tender.

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The supplier shall clearly specify the consequences that any reservations and amendments have or may have on the performance, price and/or other aspects of the tender.

## 5.8 Revocation of tender

A tender may be revoked or altered until the deadline of the tender. Revocation shall be done in writing. Change of the tender is considered a new offer.

## 6. Delivery of tender

### 6.1 Deadline of tender

The tender must reach the purchaser no later than the deadline specified in section 2.5. The deadline is absolute. Late submitted tenders will be rejected. The supplier carries the risk of failure or delay in shipment.

### 6.2. Delivery method and delivery address

The tender must be delivered by email to [Christian.Kjaer@nordicenergy.org](mailto:Christian.Kjaer@nordicenergy.org) in the format specified in section 5.2.

Tenders may not be delivered by mail.

## 7. Eligibility requirements

### 7.1 About the eligibility requirements

The supplier must meet the requirements listed below to be eligible for participation in the competition. The supplier is responsible for providing all documentation requested below as proof of the requirements imposed. Lack of documentation or incomplete information may lead to the rejection of the tender. Only qualified suppliers can be awarded the contract.

### 7.2 Mandatory requirements

Requirements	Documentation requirements
The supplier should have orderly conditions concerning payment of tax, payroll tax and VAT.	Tax certificates no older than six months calculated from the deadline of the tender. Tax certificates are: For Norwegian suppliers: Form from the Norwegian tax authorities for tax, employer charges and VAT (Attest for skatt, arbeidsgiveravgift og mervediavgift), which can be requested from <a href="http://www.altinn.no">www.altinn.no</a>  For foreign suppliers:

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	Foreign suppliers must submit corresponding certificates from their country showing that they have complied with tax matters. If the authorities in the country concerned do not issue such certificates, the supplier shall submit a statement confirming that all taxes have been paid. The declaration must be approved and signed by the supplier's CFO/finance manager.
For work to be performed in Norway, the supplier must fulfil Norwegian HES requirements.	Only for Norwegian suppliers: Completed and signed HES statement according to the Norwegian Regulation health, environment and safety at work (FOR-1996-12-06-1127 Forskrift om systematisk helse-, miljø- og sikkerhetsarbeid i virksomheter (Internkontrollforskriften). Please use the attached template, see Appendix A.

### 7.3 Requirements for organizational and legal position

Requirements	Documentation requirements
The supplier shall be a legally established company	For Norwegian suppliers: Certificate of registration For foreign suppliers: Confirmation that the supplier is registered in a trade or business register in accordance with the legislation of the country where the supplier is established.

### 7.4 Requirements for economic and financial position

Requirements	Documentation requirements
The supplier shall have sufficient financial strength to fulfil contract.	Excerpt from the supplier's annual report including notes with the report from the board and the auditors for the past two financial years.

### 7.5 Requirements for technical and professional qualifications

Requirements	Documentation requirements
The supplier must have extensive experience from previous, relevant assignments.	References from a maximum of 3 relevant deliveries/assignments within the last 3 years. References shall at least contain: <ul style="list-style-type: none"> <li>• A short description of the delivery</li> <li>• Implementation date</li> <li>• Scope of delivery and its price</li> <li>• Name and phone number of a contact person responsible for ordering</li> </ul>

## 8. Award criteria and evaluation

### 8.1 Award criteria

The contract is awarded to the supplier which offers the best price / quality ratio based on the criteria listed below.

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Award criteria	Documentation	Weight %
<p><b>Expected quality</b> Project description in the proposed assignment including relevance, ambition, quality, organization and structure</p>	<p>The supplier must supply the following documentation (maximum 5 A4 format pages):</p> <ul style="list-style-type: none"> <li>• Workplan;</li> <li>• Key questions and issues related to the project, and how those will be addressed;</li> <li>• Project deliveries, milestones and deadlines;</li> <li>• Planned budget;</li> <li>• Organization and structure of the project as well as for accountable persons for the separate part deliveries;</li> <li>• Approach and choice of methodology and relevant modelling tools and data;</li> <li>• Data and information sources to be used.</li> </ul>	40
<p><b>Price of the assignment</b> The total price is maximum NOK 300 000 excl. VAT.</p>	<p>Price must be in NOK excl. VAT. This includes all costs required to execute the tender (i.e. salaries, travel costs etc.)</p>	20
<p><b>Offered expertise</b> Offered expertise means the expertise and experience of the key personnel who is offered to implement this specific contract.</p>	<ul style="list-style-type: none"> <li>• The supplier must present CVs, contact details, and provide an overview of expertise and experience from relevant projects for the named key personnel.</li> <li>• The distribution of labour input to key personnel shall be specified.</li> <li>• Name, e-mail and phone number of the proposed assignment leader.</li> </ul>	40

### 8.2 Evaluation

All approved offers will be evaluated with scores per award criterion, where 10 is the highest and 1 is the lowest. The overall result per criterion will be weighted as described in the table in section 8.1.

## 9. Termination of competition

### 9.1 Cancellation of competition and total rejection

The purchaser reserves the right to cancel the competition or to reject all offers, if there are reasonable grounds (FOR-2016-08-12-974 §10-4).

### 9.2 Notification of the choice of supplier and waiting period

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The purchaser informs all suppliers in writing and simultaneously about whom the purchaser intends to award the contract to, as soon as the choice of supplier is made.

The notification will include an explanation for the choice and specify the waiting period from the time the award is made known until the contract signing is planned (concluding the contract).

If the purchaser finds that the award decision is not in accordance with the criteria for the choice of supplier, the decision can be annulled until the contract is signed.

## Appendix A

# HMS-erklæring / HES declaration

Egenerklæring om helse, miljø og sikkerhet

Statement concerning health,  
environment and safety

Denne bekreftelsen gjelder:

This statement is submitted for:

Firma / firm:

Adresse / address:

Land / Country:\*\*\*

Det bekreftes med dette at denne virksomheten arbeider systematisk for å oppfylle kravene i helse-, miljø- og sikkerhetslovgivningen og ved det tilfredsstillende kravene i forskrift om systematisk helse-, miljø- og sikkerhetsarbeid i virksomheten (Internkontrollforskriften) fastsatt ved kgl. res. 6. desember 1996 i medhold av lov av 17. juni 2005 nr. 62 om arbeidervern og arbeidsmiljø mv. Det bekreftes at virksomheten er lovlig organisert i henhold til gjeldende skatte- og arbeidsmiljøregelverk når det gjelder ansattes faglige og sosiale rettigheter. Det aksepteres at oppdragsgiver etter anmodning vil bli gitt rett til gjennomgåelse og verifikasjon av virksomhetens system for ivaretagelse av helse, miljø og sikkerhet.

Daglig leder	(sign.)	Dato:

Det bekreftes med dette at det er iverksatt systematiske tiltak for å oppfylle ovennevnte krav i helse-, miljø- og sikkerhetslovgivningen.

Representant for de ansatte	(sign.)	Dato:

<p><b>*** For utenlandske oppdragstakere gjelder følgende:</b></p> <p>Det bekreftes med dette at det ved utarbeidelse av tilbudet er tatt hensyn til helse-, miljø- og sikkerhetslovgivningen som følger av forskrift om systematisk helse, miljø- og sikkerhetsarbeid i virksomheter (Internkontrollforskriften), fastsatt ved kgl. res. 6. desember 1996 i medhold av lov av 17. juni 2005 nr. 62 om arbeidervern og arbeidsmiljø mv.</p> <p>Det aksepteres at oppdragsgiver etter anmodning vil bli gitt rett til gjennomgåelse og verifikasjon av virksomhetens system for ivaretagelse av helse-, miljø- og sikkerhetsarbeid.</p> <p>Forpliktende underskrift:</p>	<p><b>*** For firms not based in Norway, the following is required:</b></p> <p>It is confirmed with this declaration that the firm and its proposal conforms to the health, environmental and safety statutes which are described in the guidelines concerning systematic health, environmental and safety within an organisation (Internal control guidelines), enacted by royal resolution 6<sup>th</sup> December 1996 in accordance with the law of 17<sup>th</sup> June 2005 nbr. 62 concerning employee protection and work environment.</p> <p>It is accepted that the Ministry of Finance upon request can review and verify the firm's internal control system to insure compliance with Norwegian health, environment and safety requirements.</p> <p>Binding signature:</p>
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Daglig leder / managing director	(sign.)	Dato / date:

## Appendix B

### Tender

**TO:**

Nordic Energy Research, Att. Christian Kjær, Stensberggata 27, 0170 Oslo, Norway

**FROM:**

**Company name:** \_\_\_\_\_

**Business number:** \_\_\_\_\_

**Postal address:** \_\_\_\_\_

**Contact person:** \_\_\_\_\_

**Phone number:** \_\_\_\_\_

**E-mail adresse:** \_\_\_\_\_

### Tender for Action Plan for Establishing a Nordic Research Programme for Heavy Road Transport

We hereby refer to Action Plan for Establishing a Nordic Research Programme for Heavy Road Transport announced on Doffin on August 26<sup>th</sup> 2019 and hereby offer to supply consultancy services according to the announcement in Doffin.

We confirm that we have thoroughly familiarized ourselves with the content of the competition documents.

We confirm that this offer with attachments fully complies with the rules of procurement and that all conditions and terms are accepted unless they are excluded in accordance with the provisions of the tender point 5.7. and Appendix C. Disclaimers and deviations are filled.

We stand by our offer until [date and time]. The offer may be accepted by Nordic Energy Research anytime until the deadline stipulated.

Signed by an authorized representative of the tenderer who are duly authorized to sign the contract

Place/date \_\_\_\_\_

Signature: \_\_\_\_\_

Title: \_\_\_\_\_



## Appendix C

### SUPPLIER'S DISCLAIMER AND DEVIATION

This document must be used if the Supplier has made a reservation in the offer or if it contains deviations in relation to the tender regulations. The Supplier informs that substantial reservations and deviations may result in exclusion from the competition.

#### Supplier's disclaimer

Important assumptions that the Supplier has assumed for the preparation of estimates, solutions etc. shall be specified here in total:

#### Supplier's deviation

If the Supplier's solution differs from the tender provisions and conditions, it shall be stated in total in this Annex. For each deviation, the following table must be filled (one table per deviation):

##### *Deviation no 1:*

<b>Reference to document/determination:</b>	Describe the document/part in the tender that the deviation applies to:
<b>The provision reads:</b>	Insert the specific text that the deviation relates to.
<b>Proposed changed to:</b>	Insert the text as proposed to apply instead of the current text.
<b>Reason for change:</b>	
<b>Consequence price:</b>	
<b>Consequence progress:</b>	
<b>Other comments:</b>	

##### *Deviation no 2:*

<b>Reference to document/determination:</b>	Describe the document/part in the tender that the deviation applies to:
<b>The provision reads:</b>	Insert the specific text that the deviation relates to.
<b>Proposed changed to:</b>	Insert the text as proposed to apply instead of the current text.
<b>Reason for change:</b>	
<b>Consequence price:</b>	
<b>Consequence progress:</b>	
<b>Other comments:</b>	

## Appendix D

# CONSULTANCY AGREEMENT

Between;

**Nordic Energy Research**, Stensberggata 27, 0170 Oslo, Norway  
(Nordisk Energiforskning)

and;

**[To be nominated]**, [address]  
(the Consultant)

(jointly referred to as the Parties in the plural and Party in the singular),

the following Consultancy Agreement (the Consultancy Agreement) has today been entered into between the Parties:

## 1. The Agreement

This Consultancy Agreement and the Attachments thereto must be read and construed in conjunction with the Standard Terms of Contract for Consultants (the Standard Terms). The Standard Terms have been developed and are issued by Nordic Energy Research and shall apply to the contractual relationship between the Parties as provided therein.

With his signature on the Consultancy Agreement the Consultant confirms that he has perused the Standard Terms and acknowledges the application of its terms.

## 2. Consultancy Assistance

2.1 The Consultancy Agreement relates to the purchase by Nordic Energy Research of Consultancy Assistance from the Consultant in respect of 'Action Plan for Establishing a Nordic research Programme for Heavy Road Transport'.

A detailed description can be found in the attached invitation to tender document 'Action Plan for Establishing a Nordic research Programme for Heavy Road Transport' and offer from the buyer. The consultant shall inform Nordic Energy Research of the ongoing work if required.

2.2 The Personnel to be utilised by the Consultant to perform the Consultancy Assistance shall comprise:

- List of Primary personnel assigned



### 3. The Scope of the Consultancy Assistance

The Consultancy Agreement is valid from [date.month.year] to [date.mo.year].

The Consultant undertakes that against a fixed consideration of [NOK] [x], cf. clause 4 below, (s)he will complete the Consultancy Assistance as specified in item 2 hereof.

In the event that the Project specified in item 2 hereof has not been completed at the end date specified above, the Consultant shall be obligated to continue the Consultancy Assistance until such completion has been accomplished.

### 4. Fees

The Parties have agreed a fixed fee (the Fixed Fee) of [NOK] [x] for the scope of the Consultancy Assistance specified in items 2 and 3 hereof. The Fixed Fee is to be understood as the sum total fees payable to the Consultant for the Consultancy Assistance.

The Fixed Fee will be paid in accordance with the provisions of the Standard Terms.

### 5. Special Conditions

[x]

### 6. Contact Person – Notices

The contact persons regarding issues related to this Consultancy Agreement are:

- Nordic Energy Research: Senior Adviser Christian Kjær, [Christian.Kjaer@nordicenergy.org](mailto:Christian.Kjaer@nordicenergy.org)

- Consultant:

[title, name, e-mail, telephone]

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This Consultancy Agreement has been prepared in 2 – two – counterparts, one for each Party.

Place and date:

Place and date:



For and on behalf of Nordic Energy Research:

For and on behalf of the Consultant:

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Hans Jørgen Koch  
Chief Executive Officer

Contractual Documents:

- Standard terms of Contract for Consultants
- Invitation to tender document 'Action Plan for Establishing a Nordic research Programme for Heavy Road Transport'
- Collaboration Agreement
- Offer from buyer

## **Appendix E**

### **STANDARD TERMS OF CONTRACT FOR CONSULTANTS**

#### **1. The contractual relationship between the Parties**

- 1.1 The contractual relationship between Nordic Energy Research and the consultancy firm/consultant (the Consultant) comprises the Standard Terms of Contract for Consultants (the Standard Terms) and the signed Consultancy Agreement (the Consultancy Agreement) with attachments thereto (the Contractual Documents).
- 1.2 The meaning of words, expressions and definition of concepts shall be identical throughout the Contractual Documents, unless otherwise reasonably follows from the context.
- 1.3 In the event of any conflict between individual provisions in the Contractual Documents, the Consultancy Agreement with attachments shall prevail.

#### **2. The Scope of the Consultancy Assistance**

- 2.1 The Scope of the Consultancy Assistance (the Consultancy Assistance) is stipulated and defined in the Consultancy Agreement.
- 2.2 The Consultancy Assistance shall be performed in accordance with the terms agreed upon in the Consultancy Agreement and executed in a diligent and professional manner, efficiently and with a high level of professional standard within the timeframe(s) specified in the Consultancy Agreement.

The Consultant shall inform Nordic Energy Research without undue delay of any occurring circumstance that might cause a delay to the progress of the Consultancy Assistance.

- 2.3 The Consultant is liable to show reliability and loyalty to Nordic Energy Research in all matters relating to the execution of the Consultancy Assistance, and the Consultant shall at all times make all reasonable efforts to protect and preserve the interests of Nordic Energy Research.
- 2.4 All enquiries from Nordic Energy Research shall be responded to in a diligent and expedient manner.
- 2.5 The personnel (the Personnel) that the Consultant will utilise in the execution of the Consultancy Assistance shall be identified in the Consultancy Agreement. Any replacement of the said personnel is subject to the written prior consent of Nordic Energy Research.

### **3. Consultant's Fees**

- 3.1 Any and all fees payable to the Consultant for the execution of the Consultancy Assistance shall be subject to a formal invoice and paid in NOK.

Nordic Energy Research shall not be responsible for any agio losses incurred by the Consultant.

The invoiced amount shall fall due for payment within 30 days after Nordic Energy Research has received the invoice. In the event of delayed payment, interest shall accrue in accordance with the Act Concerning Interest on Overdue Payments, as amended.

- 3.2 Disbursements incurred by the Consultant shall only be reimbursable to the extent provided for in the Consultancy Agreement.

Expenses incurred by the Consultant in respect of service travel are reimbursable only to the extent that the individual travel has been agreed upon in advance and in writing. Unless otherwise specifically agreed, the Consultant shall only be entitled to reimbursement of air fares based on the cheapest available alternative.

- 3.3 The Consultant is solely responsible for paying any and all value added taxes (VAT) that might be attracted to the invoiced amount. The Consultant is further solely responsible for making correct tax calculations and corresponding payments to relevant tax authorities in respect of the Personnel.

- 3.4 To the extent that the Consultancy Agreement stipulates that the fees payable to the Consultant shall be a fixed amount, the agreed amount shall be paid in the following instalments unless otherwise specified in the Consultancy Agreement:

- 30 % invoice after the contract is signed.
- 30 % invoice after draft report is delivered
- 40 % invoice after approved final report.

Payments will be made within 30 working days of Nordic Energy Research receiving the invoice.

### **4. Pensions and Sick pay**

Nothing in the Contractual Documents may be construed as establishing an employment relationship between Nordic Energy Research and neither the Consultant nor the Personnel.

Consequently, the performance of the Consultancy Assistance does not give the Consultant or the Personnel any financial claim or right against Nordic Energy Research in excess of the right to receive payment of the invoices referred to under clause 3. To exemplify, but not to limit the generality of the foregoing, neither the Consultant nor the Personnel shall be entitled to any pension benefits, sick pay, holiday pay or such like from Nordic Energy Research.

### **5. Working Place and Time**

Unless otherwise agreed in writing, the Consultancy Assistance is to be executed at the place and times indicated by Nordic Energy Research. Subject to specific agreement, Nordic Energy Research may facilitate administrative recourses to the disposal of the Consultant.

## **6. Indemnification**

- 6.1 Nordic Energy Research shall not have any liability of any kind for any damages and/or losses caused by errors with or misuse of equipment, methods or programs related to the execution of the Consultancy Assistance.
- 6.2 The Consultant undertakes to indemnify Nordic Energy Research from any and all claims of whatever nature from any third party against Nordic Energy Research. To exemplify, but not to limit the generality of the foregoing, the Consultant indemnifies Nordic Energy Research from any claim from any third party based on alleged infringement of intellectual property right(s) (IPR) relating to any aspect of the scope of work pursuant to the Consultancy Assistance.

## **7. Duty of Confidentiality and Professional Secrecy**

The Consultant undertakes to keep and maintain in confidence at all times from any and all third parties, all knowledge that becomes available to him from the date of signing the Consultancy Agreement, regarding any matter or circumstance relating to Nordic Energy Research.

The provisions regarding duty of client confidentiality found in the Norwegian Act on Public Administration dated 10 February 1967 shall additionally apply to the Consultant and his possible subcontractors and other parties whom the Consultant may employ in respect of the Consultancy Assistance.

The duty of client confidentiality shall remain in force also after the end of the term of the Consultancy Agreement.

## **8. Copyright and other IPR**

Right of ownership, copyright and all other relevant tangible and intangible IPR that may arise from the efforts of the Consultant pursuant to the Consultancy Agreement, shall become the property of Nordic Energy Research and/or Nordic Council of Ministers without any limitation or reservation of any kind. Nordic Energy Research may i.a. transfer the use of any such IPR to any third party, and Nordic Energy Research and/or Nordic Council of Ministers may make any amendment or revision to the object of the IPR that Nordic Energy Research and/or Nordic Council of Ministers deems fit or appropriate.

## **9. Profiling, etc**

The Consultant undertakes that any public announcement or comment in respect of the scope of work performed by the Consultant pursuant to the Consultancy Agreement will be made in such a manner that it becomes clearly evident, that Nordic Energy Research is the assigning client of the Consultant, either alone or in collaboration with other clients. Any public reference to the Consultancy Agreement and the corresponding scope of work will only be made subject to the written prior, detailed consent of Nordic Energy Research.

## **10. Termination**

10.1 The Consultancy Assistance will be completed and terminated in accordance with the provisions of the Consultancy Agreement.

The Parties may determine a premature or delayed termination by mutual, written agreement.

10.2 Both Parties may serve the other Party with a one month notice of premature termination, provided however that such notice may only be served in the event that the premises and/or the conditions for the execution of the Consultancy Agreement, through no fault of the serving Party, have changed materially, rendering the completion of the Consultancy Assistance substantially unreasonable.

Each Party shall carry his own costs in respect of such premature termination.

10.3 Each of the Parties may terminate the Consultancy Agreement in writing with immediate effect in the event that the other Party has materially defaulted in his obligations under the Consultancy Agreement.

To exemplify, but not to limit the generality of the foregoing, the Parties are in agreement that the following occurrences shall be deemed to constitute material default:

- The Consultant is unable and/or unwilling to complete the Consultancy Assistance.
- The occurrence of significant deviations from the Progress Plan and/or other material matters as provided in the Consultancy Agreement, including substantial defaults in the execution of the Consultancy Assistance.
- The Consultant is operating his business in a manner which does not conform to the requirements of applicable legislation or with the objectives of Nordic Energy Research.
- The Consultant being in an insolvent position.

## **11. Default**

Should the Consultant fail to perform the Consultancy Assistance in a manner that conforms to the requirements of the Contractual Documents, Nordic Energy Research may demand repayment of fees and expenses paid to the Consultant, provided however that the failure of the Consultant has not been caused by a default by Nordic Energy Research, or by the occurrence of force majeure. Nordic



Energy Research may also claim compensation for any direct loss or damage that reasonably could have been anticipated to be incurred as a result of the default, provided however that the claim for compensation may not exceed the sum total of the fees paid to the Consultant pursuant to the Consultancy Agreement.

The cap on the liability of the Consultant that flows from the last sentence of the foregoing paragraph shall not apply if the Consultant has failed to notify Nordic Energy Research of an expected default, or if the loss incurred by Nordic Energy Research has been caused by gross negligence or intent on the part of the Consultant.

## **12. Amendments**

The Consultancy Agreement may not be amended verbally, but only by an agreement in writing signed by both Parties.

## **13. Third Party Beneficiaries**

Each of the Parties intends that the Contractual Documents shall not benefit or create any right or cause of action in or on behalf of any person or entity other than the Parties.

The rights and obligations of either Party pursuant to the Contractual Documents may not be assigned to any third party without the written prior consent of the other Party.

## **14. Governing Law and Jurisdiction**

The Contractual Documents shall be governed and construed in accordance with Norwegian Law.

Any dispute, controversy or claim arising out of or in connection with the Contractual Documents shall be settled by arbitration in accordance with the Act no. 25 for 2004 if the Parties so agree. Failing such agreement the legal venue for disputes shall be Oslo.

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## Appendix F ESPD form

To be made.

# Appendix G

## COLLABORATION AGREEMENT

Nordic Energy Research has awarded a tender for the implementation of the following project ‘Action Plan for Establishing a Nordic Research Programme for Heavy Road Transport’, hereafter referred to as “the Project”. A contract to this effect, has been signed between [...], hereafter referred to as “Working group leader”, and Nordic Energy Research. A prerequisite for this funding award is the provision by [name of company/institution] of R&D-related and/or financial resources to the Project.

**[name of company, enterprise number] – hereafter referred to as the “Partner”**

The Working group leader will, as described in the contract signed between the Working group leader and Nordic Energy Research, include the Partner in the modelling work, data collection, data processing, analysis and writing of report, how this will be done can be further specified at the first working group meeting.

The Partner is under obligation to the Working group leader to contribute to the Project as follows:

### **1 To place the following R&D-related personnel at the disposal of the Project:**

[name, position, contact details],

The total working hours to be divided on the R&D-related personnel, should be approximately [xx] hours.

The tasks to be carried out by this personnel in the Project will be to contribute to the modelling work, data collection, data processing, analysis and report and will be further specified at the first working group meeting.

**AND/OR**

### **2 To carry out the following R&D-related activity:**

[description of the activity (results to be provided, milestones, etc.) – may be specified in a separate attachment.]

### **Nordic Energy Research will:**

Cover cost related to travels, meetings and seminars for the Working Group mentioned under the column “Action” in the *Invitation to Tender - 1.2.5. Preliminary timeframe & deliverables for the project execution*, provided that the The Working group leader and the Partner travels at Economy class and has modest accommodation costs.

## **Implementation of the project**

The Working group leader is under obligation to agree on the modelling principles with the Partner. The Working group format will be used as a facilitator for this.

The Partner is under obligation to carry out all project activities in accordance with accepted research practice, and to comply with all applicable legislation and regulations, as well as all rules and guidelines of relevance to the implementation of the Project, including rules and guidelines relating to ethical considerations as well as recognised quality standards and norms.

The Partner has full responsibility for personnel and finances for internal staff associated with the Project. The Partner is also responsible for filing the required reports for all personal allocations, and bears master-servant liability for internal employees involved in the Project.

The Partner is responsible for providing guidance and following up the work of internal employees involved in the Project, and will cooperate closely with the Working group leader, Nordic Energy Research and any other Partners on details regarding the design, execution and follow-up of the collaborative effort.

The Partner is under obligation to ensure that the individuals carrying out project activities on its behalf respect the provisions set out in this agreement, and shall among other things draw up the agreements needed to safeguard the entitlement of said Partner to assume all rights to project results as well as rights to the utilisation of these results.

The Partner is required, in so far as possible, to ensure storage of peer-reviewed scientific articles based on research that is partially or wholly funded by the Nordic Energy Research in appropriate, open-access digital archives, assuming that storage of this type does not conflict in any way with the author's academic and legal rights.

The Partner agrees that the Working group leader has the overall responsibility for ensuring that the requirements of the contract with the Nordic Energy Research are met, and gives its consent that all rights to the research infrastructure purchased with project funds (or with funding from the Partner) and the project results shall accrue to the Working group leader. The Working group leader is under obligation to fulfil the various obligations to the Nordic Energy Research set out in the awarded tender issued by the Nordic Energy Research, as specified in the contract between the Working group leader and the Nordic Energy Research.

Date/Place

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Signature of Partner

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Nordic Energy Research

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Working group leader