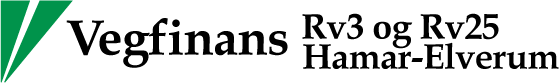
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**Request for Proposal**

**CPE Procurement**

**SSA-V, Appendix 7**

**Total price and pricing provisions**

**Version log**

|  |  |  |  |
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| Version | Initials | Date | Comments/amendments |
| 1.0 | DIK | 18.10.2019 | Part of the Tender documents |
| 1.1 |  |  |  |
| 1.2 |  |  |  |

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## Introduction

This appendix and Annex 1 specify the monthly fixed maintenance fees, and other prices that apply to the delivery of the service and maintenance This appendix and Annex 1 also set out the rates for the purchase of optional deliverables and other additional/supplementary purchases.

***Instruction to Bidder:*** *Text in (blue) < italic > contains instructions to Bidder as to how this document shall be filled out and completed by the Bidder. The Bidder’s response shall be made in the colour blue. Any mark-ups beyond the requested response shall be made in Appendix 8. Note that all instructions shall be kept.*

## General

The fixed maintenance fee includes all services which are necessary in order for service and maintenance to meet the specifications in Appendix 1 and 2. All services necessary to meet the specifications are, to the extent that they are not explicitly excluded from the Contractor’s fixed maintenance fee, considered to be included in the agreed fixed maintenance fee.

All prices/fees are in Norwegian kroner, excluding VAT. The Contractor is responsible for ensuring that all priced services and other priced items are correct and complete.

Even if there are services or other pricing elements that have been left out of this appendix and Annex 1 the Contractor is responsible for, and is not exempt from providing complete services according to the terms and conditions of the Agreement, without increasing the price/fees. Any input cells for price entry left blank will be interpreted as an item being offered at price zero.

If the Contractor’s rates are based on discounts and/or premiums the Contractor is responsible for that the prices stated in this Appendix and Annex 1 are correct and converted into net prices.

To the extent potential vagueness or errors in the pricing still apply after having taken these general provisions and other specifications of the prices in the Agreement into consideration, such vagueness and/or errors should be interpreted in the Customer's favour.

## Agree prices for service and maintenance

## Fixed maintenance fees

The fixed monthly fee per charging point is specified in Annex 1 Bills of Quantities.

## Prices for enhancements, change orders, supplementary purchases/options and additional services

## Pricing models

The following alternative models, or a combination of these, may be used as the basis for pricing of enhancements, supplementary purchases/options and additional services, including change orders etc:

* Fixed price/unit price
* Fixed hourly rates provided based on time and material

## Fixed price

Fixed prices/unit prices are agreed for supplementary purchases and depend on the number of units which have been provided in accordance with agreed scope, quality and time.

The Customer shall pay for such deliverables in accordance with the agreed payment plan.

## Deliverables based on fixed hourly rates/time and material

Deliverables that are priced according to time and material may be additional purchases/change orders etc.

The Customer shall pay 100% of the used time and material, provided that the deliverables are provided according to agreed scope and quality, and provided that the hours worked by each consultant are within the limitations with respect to working hours according to applicable law and tariff agreements in the relevant jurisdiction, in addition to any agreement applicable to the individual consultant’s employment. The Contractor is not entitled to charge for rest time ("hviletid").

## Agreed prices for additional/supplementary/optional purchases

The agreed unit prices, hourly-rates and/or total prices for additional/supplementary/optional purchases are specified in Annex 1 Bill of Quantities.

## Fees for replacement/repair of equipment

As long as the deliverables are covered by warranty, the Contractor shall cover all costs related to repairs, upgrade and replacement of equipment, including all costs related to installation, travel, road closure etc.

For equipment where parts or components are replaced in accordance with the warranty obligations, a new warranty period of length equal to the original warranty period shall apply.

When warranty has expired, the Customer shall cover costs for repair/equipment cost and road closure, but not any other costs related to upgrade and replacement of equipment. In case of defects, the Contractor shall assess whether repair or replacement is the most favourable solution for the Customer.

## Costs in case of damages caused by third parties

After the risk for the CPE has passed to the Customer pursuant to SSA-T, costs related to damages on CP caused by third parties shall be covered by the Customer.

## Invoicing

## Invoicing and terms of payment

Unless otherwise agreed, all fees/prices are quoted exclusive of VAT but inclusive of all other government charges and special taxes. Any VAT is calculated and set out as a separate post on the Contractor’s invoice. At the Customer’s request the Contractor shall submit a declaration from the Contractor’s auditor regarding correct fulfilment of the Contractor's fiscal obligations.

*<If the Bidder is a non-residence company with registered business address outside of Norway, this shall be stated by the Bidder here. In such situations Customer will pay applicable VAT directly to relevant authorities itself.>*

The Contractor shall not charge the Customer any invoicing fees of any kind and the prices shall include packing and all documents, certificates etc. relating to the deliverables.

## Invoice address

Invoices shall primarily be sent as electronic invoices in the standard EHF format via the PEPPOL infrastructure.

Conditions for the implementation of the EHF format: The delivery of electronic invoices shall be by means of the communication method chosen by the Agency for Financial Management (DFØ) at any given time. If the communication method is changed, the Contractor will be notified six months prior to when the necessary change takes place. Invoice address:

Vegfinans Rv3 og Rv25 Hamar-Elverum AS

Ingeniør Rybergs gate 99

3027 Drammen

## Labelling the invoice

* Project: Rv3 og Rv25 Løten-Elverum

Invoices sent to the Customer without this information will be returned. A new payment deadline will then be determined based on the receipt of a correctly labelled invoice.

All invoices to the Customer shall be sent to the aforementioned address. Do not forget to make a distinction between the invoice address and delivery address when dealing with us. The Contractor shall ensure that the invoice contains a brief description of the deliverables (maintenance fee etc), quantity if applicable, terms of payment, terms of delivery and price as well as any other information required pursuant to the Agreement. The Customer has the right to return invoices that do not contain the correct information. Incorrect invoices will be returned without undue delay.

The Customer payment terms are 30 days after receipt of a correct invoice.

Payment of one or more invoices shall not be deemed to constitute approval of the invoices and shall not deprive the Customer of the right to claim that invoices are not in compliance with the Agreement.

## Expenses and disbursements

The Customer's approval shall be requested for disbursements and expenses before they occur. Unapproved disbursements will not be covered. All such approved customer-related disbursements and expenses which are not included in the total prices/unit prices/hourly rates will be covered without any mark-up.

The Contractor shall document disbursements for the Customer by presenting a copy of the Contractor's original vouchers for the disbursement and attach these to the Contractor's invoice.

## Invoicing dates

## Fixed maintenance fee

The fixed maintenance fee shall be invoiced quarterly in arrears at the end of each calendar quarter.

## Deliverables provided as time and material, incl. supplementary purchases

”Used time” shall be invoiced according to time sheets, one time sheet per week per worker, registered by the Contractor/subcontractor and subject to attestation by the representative for the Customer.

A copy of the attested time sheets shall be disclosed to the Contractor’s invoice.

”Used Material” shall be invoiced in accordance with separate lists of disbursements and shall be broken down per week and a copy of the Customer’s approval attached, registered by the Contractor and attested by the Customer. The Contractor shall clearly identify any mark-ups on agreed material or contracts which the Contractor has transferred from the Customer, which shall not be higher than 10 %.

Supplementary purchases shall be invoiced upon delivery of the agreed deliverables to the Customer, or, if separate verification and approval is agreed, upon the Customer's verification and approval of the deliverables.

Copies of attested expenditures and the Customer’s approval shall be attached to the Contractor’s invoice. Invoicing takes place in arrear per month after the deliverables has been put in operations (or, for pure time-based work, after work has been performed).

Apart from time and materials used, the invoice documentation shall provide a detailed specification of activities, spare parts etc. All documentation from subcontractors shall also be attached.

The fee shall be invoiced quarterly in arrears at the end of each calendar quarter. For change orders, the parties may agree on varying terms of invoicing.

## Approval of invoices and price reductions

Invoices and price reductions shall be reviewed and approved on quarterly periodical review meetings.

## Price adjustment

## Adjustment according to the Agreement

Price adjustment according to the Agreement section 8.5 may first take place 1. January 2021.

## List of Annexes to Appendix 7

The list of Annexes to Appendix 7 can be found in the table below.

|  |  |
| --- | --- |
| **Annexes** | **Annex** |
| SSA-V Appendix 7 Annex 1, Bills of Quantities | X |