



TENDER DOCUMENTATION

Procurement under Part I of the Regulations

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1 Introduction

1.1 About Norges Bank and Norges Bank Investment Management

Norges Bank is the central bank of Norway. It is a separate legal entity wholly owned by the state of Norway. As the central bank of Norway, it is an executive and advisory body for monetary, credit and foreign exchange policy. Norges Bank's activities are governed by Act no. 28 of 24 May 1985 relating to Norges Bank and the Monetary System (the Norges Bank Act). For further information, see www.norges-bank.no.

Since 1997, in addition to its monetary role, Norges Bank has been appointed by the Ministry of Finance as manager of the Norwegian Government Pension Fund Global (the "GPF" or the "Fund"). The GPF represents savings for future generations in Norway. The original source of the Fund's capital is the net cash flow derived by the State of Norway from petroleum activities. The State of Norway, acting through the Government of Norway, deposits the GPF with Norges Bank. Norges Bank invests that deposit in assets around the world, in accordance with the Management Mandate issued by the Norwegian Ministry of Finance.

The asset management responsibility for the Fund is allocated to Norges Bank Investment Management ("NBIM"), a division within Norges Bank.

A limited share of the fund is invested in unlisted real estate. The unlisted real estate portfolio is diversified across office, retail and logistics. Unlisted renewable energy infrastructure is a new asset class for the fund. NBIM targets a portfolio of unlisted renewable energy infrastructure investments of around 1 percent of the fund, over the next years.

NBIM's principal office and headquarters is in the central bank in Oslo, Norway. It also has staffed offices in London, New York, Singapore, Luxembourg, Paris, Tokyo and Shanghai.

For further information, see <http://www.nbim.no/>.

1.2 About the competition

Norges Bank is seeking to enter into a contract for Language training services for employees at our London office as well as our other international offices. The competition is divided into 2 parts, Suppliers must bid for requirements 1) & 2) together.

This includes:

- 1) Capability to provide Norwegian Lessons for English speakers at varying levels of ability within our offices in London.
 - We require courses for potentially up to 50 employees on general conversational and business Norwegian. Note that this is an estimate – the actual number of attendees may be more or less than the provided estimate. These employees will have varying abilities/ comfortability in their Norwegian skills. According to demand we would expect to run small group sessions for these
 - A proportion of these individuals may want more individual, in depth and longer term courses if they desire

- Flexibility for employees is key – we would expect them to be able to do these sessions at anytime during the week that fits with their work schedules. We would ideally look for sessions to run for between 45 minutes - 1 hour at a time.
 - If required we would like the capability to offer virtual sessions (e.g. during Pandemic lockdown)
 - We are open to provision of other resources to support our employees with ongoing development of their professional Norwegian skill if required by the business.
- 2) Capability to provide virtual/remote Norwegian Lessons for our non-Norwegian community within Norges Bank at our other international offices, again able to provide these for varying levels of ability. We require virtual courses for potentially up to 20 employees on general conversational and business Norwegian. Note that this is an estimate – the actual number of attendees may be more or less than the provided estimate.
- These sessions are generally group based but 1:1 sessions must also be possible if requested by the employee.
 - Depending on the individual these lessons range from beginner to advanced business Norwegian. We require trainers capable in providing training across varying proficiency levels
 - Depending on recruitments or leavers and those with a desire to learn Norwegian the numbers can change year on year so we would require capability to deliver to scale if needed
 - Flexibility for employees is key – we would expect them to be able to do these sessions at anytime during the week that fits with their work schedules. Due to the time difference between our offices, our London based employees might not adhere to standard UK working hours. We would ideally look for sessions to run for between 45 minutes - 1 hour at a time.
 - We need a flexible supplier that can prepare our employees for the different levels of state exams or other relevant language qualifications, if desired by the employees.

Suppliers must bid for requirements 1) & 2) together.

Due to our need for flexibility and working around changing work schedules, the supplier(s) must be able to deliver these lessons for our London office regularly either at 3 Old Burlington St, Mayfair, or in their own training facilities within the local area (5-10 minute walk). Capability to use technology to provide virtual/ remote lessons if necessary is also a key requirement.

The supplier(s) must also be able to deliver virtual/remote lessons for other international offices from our London office at 3 Old Burlington St, Mayfair, using our in house secure video conferencing facilities, or remotely using agreed secure technologies. Norges Bank currently uses Microsoft Teams.

This document contains tender documentation with information and requirements for those suppliers wishing to submit a tender in the competition.

1.3 Rules and procedure

The rules governing the process are Act 17.6.2016 no. 73 relating to public procurement (Public Procurement Act) and act 12.8.2016 no. 974, the Public Procurement Regulations part I. – The contract will be awarded based on the open procedure.

1.4 Duration and termination of the contract

This framework agreement has a duration of two (2) years, with an option for Norges Bank to renew it for a further two years, one year at a time. The contract may be terminated by either party with three (3) months' prior notice during the contract period.

1.5 Scope

The total scope of the assignments to be given in the contract period (4 years in total) is expected to be on the order of NOK 600.000 - 1.250.000 ex VAT . Please note that there is a high degree of uncertainty concerning the volume of the contract. Previous experience indicates that the need can vary widely from year to year.

1.6 Conflicts of interest

Norges Bank will apply strict criteria in determining the existence of potential conflicts of interest. If, after an evaluation of the Supplier's statement and circumstances in other respects, Norges Bank concludes that a conflict of interest exists, the offer will be rejected.

The economic operator is expected to have a policy and procedure in place for identifying and assessing possible impartiality or conflicts of interest. The economic operator must account for potential conflicts of interest and provide grounds for why it does not consider them to be of a nature that would disqualify it from accepting the contract.

1.7 Ethical rules for contractors

A tenderer that is awarded a contract must confirm in the contract that the Ethical rules for contractors" (Annex 3) applies to all operating personnel in the contractor's organization who have access to Norges Bank's premises or information systems.

2 Competition provisions

2.1 Holding of the competition

The procurement has been announced via the Merccell database. Qualified interested parties are recipients of this tender documentation. After the closing date for tenders, Norges Bank will assess whether the tenders are complete. After the expiry of the tender submission deadline, Norges Bank will conduct an initial review of the tenders, examining whether the tenders satisfy the qualification requirements. Norges Bank will then evaluate whether the tenders are complete by reference to the tender documentation. Any unclear matters will be raised with the tenderer in question.

Tenders that do not satisfy the requirements, or that otherwise deviate from the tender documentation, will be dealt with in accordance with the rules on rejection in sections 24-1 to 24-2 of the Public Procurement Regulations. All tenders that meet the requirements will be evaluated and weighted in accordance with the award criteria below.

2.2 Contract award and contract documents

A framework agreement will be signed with the tenderer who has submitted a tender that overall is considered to be economically the most advantageous to the principal.

2.3 Communication with Norges Bank

All correspondence concerning the competition shall be in English. The tender must be prepared in English. Note that all questions must be submitted in writing. Questions submitted during the tendering stage and appurtenant responses will be made available to all tenderers.

If a tenderer discovers errors, omissions or ambiguities in the tender documentation that may be of importance for pricing or implementation, he is obliged immediately to notify Norges Bank of this. If a tenderer requests a clarification of any point in the tender documentation, this request shall be made in a timely manner and by 25th May.

Norges Bank may also provide supplementary information to the same tender documentation, and in both instances send identically worded notification in writing to all who have received the tender documentation in a reasonably timely manner and no later than six (6) days prior to the closing date for tenders. Tenderers shall take this into consideration in their tenders. These notices will be sent only to the e-mail address provided by the tenderer. Please note that all questions *must* be submitted in writing. All communication in the process must be done via the Merccell portal. All communication will be logged. Select the Communication tab. Then click on the "New Message" icon in the menu bar. Enter information to the principal and then press "Send". If the question concerns all providers, the principal will answer this anonymously by providing the answer as an Announcement. Announcements is available under the Communication tab and then under the Announcements tab. You will also receive an email with a link to the announcement.

2.4 Confidentiality

Tenders received and procurement minutes are exempt from public disclosure under Section 7-4 of the Public Procurement Regulations. Norges Bank and tenderers are barred from disclosing information on tenders and the tendering process to third parties.

2.5 Freedom of Information Act

Under Section 23 third paragraph of the Freedom of Information Act of 5 May 2006, exemptions may be made in respect of tenders and minutes under rules made in pursuance of the Public Procurement Act, until a choice of supplier has been made. Section 13 of the Freedom of Information Act specifies that it is the confidential content of a document and not the document as a whole that may be exempt from public disclosure. For that reason, tenderers are urged to highlight/black out information in the tender deemed to be confidential.

With regard to the duty of Norges Bank's employees to keep information in tenders and other materials from suppliers confidential, Section 5-2 of the Norges Bank Act applies: “Any and all persons rendering services to, or working for, the Bank are obliged to prevent others from gaining access to, or knowledge of, any matter that may come to their knowledge in the performance of their duties regarding the business affairs of the Bank or of other parties or the private circumstances of any person.”

2.6 Police certificate of good conduct and credit check

Pursuant to Section 2-15 of the Norges Bank Act and to Regulation No. 1880 of 17 December 2019, Norges Bank may, if security considerations so warrant, require a police certificate of good conduct for supplier's personnel and any personnel of subcontractors who perform tasks in connection with the delivery.

Norges Bank may, where appropriate, perform a credit check of the supplier's personnel and any personnel of subcontractors who perform tasks in connection with the delivery.

Norges Bank may also carry out other checks, such as information on residential address, confirmation of valid ID, verifying education and employment history, and other checks where relevant.

If required by security reasons, Norges Bank can demand that only security approved personnel may be used by the supplier.

It is the tenderer's responsibility to facilitate the necessary checks in accordance with procedures set by Norges Bank. The supplier is also obliged to sign the Bank's declaration of confidentiality.

In special cases, a security clearance will be required under the Act relating to protective security services.

2.7 Pay and working conditions in supplier's organisation, requirements for union scale pay, etc.

In areas covered by the Regulation relating to generally applicable wage agreements, Norges Bank requires pay and working conditions in accordance with current regulations; in areas not covered by this Regulation, the Bank requires pay and working conditions in accordance with current national wage agreements pertaining to the industry in question. In this context, pay and working conditions mean rules concerning minimum working hours, pay, including overtime pay, shift allowance, allowance for working evenings and nights and hardship allowance and coverage of expenses for travel, food and lodging to the extent specified in the wage agreement.

If the supplier does not meet this obligation, Norges Bank has the right to withhold portions of the contractual amount, equal to approximately twice the amount the supplier has avoided paying until it is documented that the supplier is in compliance. The supplier and subcontractors, if any, shall, on request, document pay and working conditions for persons as mentioned in the first paragraph.

2.8 Advertising

The supplier is obliged not to use in his advertising or in another manner disclose to the public information about this contract with annexes or results from this contract without the prior written approval of the customer. The supplier is obliged to include the equivalent provision in agreements with its subcontractors. If the supplier is participating in a competition in accordance with the Act and Regulation relating to public procurement, and a principal requires references from other customers, Norges Bank will approve its being used as a reference.

2.9 Costs

All costs incurred by the tenderer in connection with participation in the competition shall be covered in their entirety by the tenderer.

2.10 Closing date, opening of tenders and validity period

The request must be received by Norges Bank by the closing date. All documents must be submitted electronically via the Merzell portal, www.merzell.no, within the closing date. Late arrivals will be rejected. (The system also does not allow to submit documents electronically via Merzell after the expiry of the deadline.) If you are not a Merzell user, or you have questions about functionality in the tool, for example, how to bid, contact Merzell Support on phone: 21 01 88 60 or by e-mail to: support@merzell.com. It is recommended that the documents are delivered well in advance of the closing date, eg. minimum 1 hour before the closing date.

Should there be additional information from the principal that leads you to change your documents before the closing date, you can enter and open the tender, make any changes and resubmit until the closing date expires. The last delivered documents is considered the final documents. You might be requested to submit an electronic signature. Electronic signatures can be obtained at www.commfides.com, www.buypass.no or www.bankid.no. Please note that it may take a few days to receive electronic signature.

3 Qualification requirements

Requirements – part 1	General Information Requested – Legal position – means of proof required
a) The supplier shall demonstrate satisfactory payment of tax and payment of value added tax.	<p>Company Registration Certificate and compliance with tax and VAT legislation. Company registration certificate and tax certificates must be presented.</p> <p>Norway:</p> <p>Tax and VAT-certificate will be issued by the city treasurer/district treasurer where the provider has its headquarters and by the tax collector in the county concerned. The one certificate applies to direct taxes and value-added taxes. The certificates must be submitted with the request for admission.</p> <p>The tax and VAT-certificate must not be more than 6 months old calculated from the day of the deadline for submission of the request for admission.</p> <p>Other countries:</p> <p>Corresponding certificates issued by the relevant authorities are required of foreign tenderers.</p>
b) The supplier shall be a legally established enterprise.	<p>Norwegian suppliers: certificate of registration. The certificate shall show the board composition at the time of the tender.</p> <p>Foreign suppliers: certificates showing that the enterprise is registered in an industry register or business register as prescribed by the legislation of the country in which the supplier is established.</p>
c) The supplier shall ensure satisfactory pay and working conditions for its employees.	Self-declaration regarding pay and working conditions; see Annex 1 (national suppliers).
Requirements – part 2	Economic and financial capacity
a) The supplier shall have the economic capacity to complete the assignment/contract.	<p>Please provide the following information as evidence of economic and financial capacity:</p> <p>Copies of the last annual report including annual accounting, audit report, as well as more recent financial data with relevance to the financial situation of the company.</p> <p>Credit report from recognized credit check agency (the report shall not be older than 6 months.).</p>

Requirements – part 3	Documentation requirements relating to the technical and professional qualifications of the enterprise
a) The supplier shall have sufficiently advanced professional qualifications to complete the assignment/contract.	<p>Description of and documentation evidencing the enterprise's professional qualifications and expertise in the area of Norwegian Language training for professional organisations such as Norges Bank. As discussed in 1.2</p> <p>Summary of the most important deliveries in the last three years involving corresponding areas of expertise, containing the following information:</p> <ul style="list-style-type: none"> • Names of customers • Dates • Services provided • Scope of the deliveries
b) Requirement for a declaration of commitment.	If the offer can provide support to other contingent capacities, the documentation must provide the client with advice on the resources needed, examples of highlighting and declaration of commitment from those predicted. Norges Bank accepts a maximum of 1 link with subcontractors

4 Criteria for choice of tender

A framework agreement will be signed with the tenderer that has submitted a tender with the best relationship between quality and price, based on the criteria below.

Points for each criterion will be given on a scale of 0 to 10, where 10 is the highest. Awarding of points and weighting of price will be done as follows: The lowest price will be awarded 10 points, after which the following formula will be used: the lowest price divided by the tender price multiplied by 10 points.

Norges Bank will apply the following award criteria with each criterion weighted with the following percentage:

- **Quality (40%)**, including capability to deliver high quality service

The evaluation of quality will be based on the tenderer's response to the requirements set out in the table below. You must provide documentation for all the areas of the service tendering for (as described in section 1.2) including all documentation relating to the below criteria/questions.

1 Organisational capability / client management	
1.1	Describe the organisational structure and governance model that will support the service delivery to Norges Bank and the details and qualifications/experience of the main contact person(s) and the team(s) that will support the services. At a minimum, present your proposed key account manager, governance procedures and organisation structure for this relationship.

1.2	<p>You must be able to deliver on both requirements of tender.</p> <p>You should provide relevant documentation as requested in this table to support your tender to fulfil the relevant service(s) as discussed in section 1.2.</p>
2 Language training Provision	
2.1	<p>Describe the training services you can provide in line with the requirements of this tender request.</p> <p>This should include full documentation on how you would provide the training required including but not limited to:</p> <ul style="list-style-type: none"> - Curricula you currently offer - Specific details of different training options you provide for relevant languages eg. Individual, group etc. - This should include potential for employees to work towards specific language qualifications if needed. - Examples of previous Clients / Organisations they have successfully delivered similar training for - References/success stories from other clients
2.2	<p>Describe the resources and facilities you would be providing. Including but not limited to:</p> <ul style="list-style-type: none"> - Details of the trainers that will deliver the relevant Language courses. We require up to 3 CV(s) for trainers that will directly support Norges Bank for the service tendered for. - general training resources you provide – e.g materials / online resources - location of your resources and or facilities provide evidence of capability to provide flexible regular training either within our offices or.
2.4	<p>Describe how you will provide the virtual / remote training for other locations than our London office.</p> <p>Regarding virtual training, when not using our London office, you must provide detailed information on the technology that you would be using. This should also show key consideration of the reliability and security implications of this technology.</p>
2.5	<p>The provider shall have functionality to provide virtual language training preferably using Microsoft Teams. If Microsoft Teams is not an option the virtual training should not require the installation of software on NBIM devices. Please describe how virtual training can be done including which solution is used and if software installation is required.</p>

2.6	If outsourcing any of the services required you should provide clear details of the reasoning behind this, full disclosure of the outsourcer's capability and suitability in line with all of the requirements included in this tender request.
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- **Prices and costs (40%),** including lifecycle costs

Prices shall be quoted excluding VAT, including all of the contractor's costs. Hourly rates shall be quoted as a single price, not as a price range.

The evaluation of Price will be based on the tenderer's response to the requirements set out in the table below.

3 Price		Unit
3.1	Remote / Virtual sessions (NB's Office)	Per hour/session
3.2	Remote / Virtual sessions (Outside NB's Office)	Per hour/session
3.3	Onsite group session (NB's office)	Per hour/session
3.5	Onsite individual session (NB's office)	Per hour/session
3.6	Material and other costs	Per hour/session

For evaluation purposes we require an estimate of

- costs for one employee taking part in a full course with remote/virtual training sessions
- the cost of a full group training course (6 people)
- 1 individual language training plan for an employee (currently offered to employees at 60hrs)

- **Delivery timing (20%),** including date courses can begin

The timescales in which this service can be provided to all relevant group of employees. We are looking for these offerings to be available to staff as soon as possible. The specific dates or times for lessons will be agreed once the provider is awarded and in line with employee(s) and trainer's availability.

This should be stated as a fixed delivery start date, for each type of training the provider is able to deliver not as a time interval. If the delivery time is stated as an interval, the latest delivery date will be assumed in the evaluation.

5 Timetable

Activity	Deadline/date
Deadline for submission of questions concerning the tender documentation	25 th May.2020 16:00 CET
Closing date for submission of tenders	4 th June.2020 12:00 CET
Opening of tenders (tentative)	4 th June 2020 12:00 CET
End of validity period of tenders	7 th July 2020
Announcement of contract award (tentative)	19 th June 2020

6 Requirements for invoices issued to Norges Bank

To ensure that they are processed efficiently and correctly, invoices sent to Norges Bank must be specified with the following information:

Contact person: (name of the Bank employee to whom the invoice is to be forwarded)

Cost centre: (cost centre responsible for paying the invoice)

The invoice must clearly state the product or service billed for. Time sheets for work performed must always be attached. If invoicing Norges Bank for work related to several different projects/jobs, we ask for one invoice per project/job.

Invoices are to be sent once per month, with payment due 30 days from the invoice date (Net 30), electronically in EHF format to Norges Bank, organisation number 937884117.

Until the Contractor is capable of issuing EHF invoices, invoices may be sent by e-mail to: invoice-management@Norges-Bank.no

7 Notification of award

The principal has set a waiting period of 5 days before the conclusion of the contract, see section 4 of the Public Procurement Act, calculated from the day after the principal's notice is received.

8 Annexes

8.1 Wage and working conditions

The supplier shall ensure that it has in place proper wage and working conditions for its employees; see the self-declaration form relating to wage and working conditions, Annex 1.

8.2 Letter of tender

The supplier shall complete the attached letter of tender. Annex 2.

8.3 Ethical rules for contractors

Annex 3.

8.4 Contract documents

The Norwegian Governments Standard Terms and Conditions for Consultancy Services (SSA-O) <https://www.anskaffelser.no/verktoy/oppdragsavtalen-ssa-o> with Norges Banks changes to the general contractual wording (Annex 4)

Annex 1

Self-declaration relating to wage and working conditions

Legal authority is contained in section 6 of the Act 17.6.2016 nr. 73 relating to public procurement; see also the Regulations relating to wage and working conditions in public contracts, adopted by Royal Decree of 6 February 2008.

This confirmation concerns:

Company	
Organisation number	
Address	
Postcode/place	
Country	

I confirm that all employees in our company, externally hired employees and sub-contractors directly involved in the performance of the contract are subject to/have in place wage and working conditions as follows: I confirm that the wage and working conditions accord with the applicable regulations in areas covered by the Regulations relating to general collective wage agreements; I confirm that the wage and working conditions accord with the applicable national collective wage agreement for the relevant sector in areas which are not covered by the Regulations relating to general collective wage agreements. In this context, “wage and working conditions” means provisions relating to minimum working hours, wages including overtime supplements, shift and rota supplements, and inconvenience supplements, and the coverage of expenses relating to travel, food and accommodation, to the extent that the collective wage agreement contains such provisions.

Pursuant to section 5 of the regulations, Norges Bank requires the supplier and any sub-contractors directly involved in the performance of the contract to be able to document, upon request during the contract period, the wage and working conditions of employees and externally hired employees who are involved in the performance of the contract.

If the supplier fails to comply with this duty, Norges Bank shall be entitled to retain parts of the contract sum corresponding to approximately twice the saving made by the supplier, until it is documented that the matter has been remedied. The supplier and any sub-contractors shall, upon request, document the wage and working conditions of the persons mentioned in the first paragraph.

General manager (signature): _____ Date: _____

Annex 2

Letter of tender

(To be printed on tenderer's own letterhead)

Norges Bank
Bankplassen 2
P.O. Box 1179
N-0107 Oslo

Enquiry title: Purchase of Language Training - London

We have reviewed your tender documentation for framework-agreement for Language Training - London with any amendments/supplements subsequently sent to us.

In the event of discrepancies in information in the tender document, the following priority shall apply:

- most recently sent supplement
- previous supplements in reverse chronological order
- Tender document dated xx unless otherwise agreed.

We are hereby willing to enter into a contract with in accordance with the competition “Procurement of Language Training - London”, with supplements/options.

We accept that our tender will be valid until 7th July 2020. We confirm that we are bound by the terms of the tender and that Norges Bank may accept them at any point during the validity period.

We also confirm that all departures from and/or reservations with the tender documentation are included in our tender, and that any departure and/reservation appearing elsewhere only is not valid.

We confirm that our complete tender is a response to the invitation to tender and tender rules we have received and comprises:

Elements	Included
This letter of tender	
Self-declaration relating to wage and working conditions	
Response to Quality criteria	
Response to Price criteria	
Response to Delivery timing	

Signature

Name (block capitals)

Title

Date

Tenderers contact person for questions regarding the tender:

Name and title _____

E-mail _____

Tel _____

NORGES BANK ETHICAL RULES FOR CONTRACTORS

These ethical rules were laid down by the General Counsel of Norges Bank on 17 November 2014 and were last amended on 3 January 2019. The rules are based on the ethical principles adopted by Norges Bank's Executive Board on 19 October 2011 (last amended on 13 June 2018) and the supplementary ethical rules of conduct for employees of Norges Bank Central Banking Operations laid down by the governor of Norges Bank and adopted on 23 November 2012 (last amended on 28 November 2018).

These rules apply to contractors with access to the Bank's premises or systems. Contractors are responsible for ensuring that staff performing services or work for Norges Bank are familiar with these ethical rules. If a contractor breaches these rules, the contract may be terminated.

1. Common rules for all contractors

1.1. General

Norges Bank as the central bank has been given considerable authority and trust. Contractors shall contribute to safeguard Norges Bank's reputation by maintaining a high level of ethical awareness and integrity.

1.2. Human rights and labour rights

Contractors shall:

- respect human rights
- comply with internationally recognised UN and ILO conventions concerning human rights and labour rights
- adhere to the national legislation of the countries in which the contractor operates, including labour rights legislation.

1.3. Illegal acts and corruption

Contractors or third parties acting on behalf of a contractor:

- shall not commit illegal acts, including all forms of corruption
- must not, on their own behalf or on behalf of others, demand, receive or accept an offer of undue advantage in connection with the contractor's assignment
- must not provide or offer undue advantage to another party in connection with the contractor's assignment for Norges Bank.
- shall not contribute to any form of agreement or transaction associated with proceeds from criminal activity (money laundering) or associated with terrorist activity.

1.4. Discrimination

Norges Bank does not accept any form of discrimination, harassment or bullying by persons involved in Norges Bank's activities.

1.5. Duty of confidentiality

Anyone who works or performs a service for Norges Bank has a duty to prevent others from gaining access to, or knowledge of, any matter that they may become aware of in the performance of their duties or service regarding the business affairs of the Bank or of other parties, or of the private circumstances of any person (cf. Section 5-2 of the Norges Bank Act)

The duty of confidentiality remains in force after the completion of the assignment or service contract, and violation is subject to a penalty. Contractor employees who perform work or services for Norges Bank and who have access to the Bank's premises or systems shall sign a declaration of confidentiality.

1.6. Conflicts of interest

Contractors must not engage in any actions that may create or may appear to create, a direct or indirect conflict of interest between their own interests and the interests they are to protect as contractors engaged by Norges Bank. Contractors shall notify Norges Bank of any potential conflicts of interest.

1.7. Gifts

Contractors must not give any form of gifts or personal benefits to Norges Bank employees or close associates of Norges Bank employees. The term "close associates" is defined as in Section 2-5, subsections 1, 2 and 4, of the Securities Trading Act (for example, spouse, children under the age of 18 or companies where the contractor has determinative influence).

2. Specific rules

2.1. Scope

The rules below are special rules that apply to contractor employees:

- when these employees act on behalf of Norges Bank
- when these employees through their assignment for Norges Bank have inside information or other confidential information

The more specific application of these rules can be agreed on as necessary.

2.2. Personal trading

A contractor employee:

- may not at any time purchase, establish, sell, submit trading orders, redeem or refinance financial instruments, foreign exchange products or fixed rate products if the employee through his or her work for Norges Bank has – or has access to – information that is not publicly available relating to circumstances that may affect market prices
- with access to inside information concerning the policy rate setting process or the process of preparing advice on the countercyclical capital buffer may not purchase, establish, sell, submit trading orders, redeem or refinance financial instruments, foreign exchange products or fixed rate products designated in NOK during the 21 calendar days immediately preceding the date of publication of the policy rate decision and the decision basis for the advice concerning the countercyclical capital buffer, or until the advice has been published
- may nonetheless engage in the necessary exchange of currency in connection with travel or relocation across countries using different currencies

- who through his or her work for Norges Bank may have access to confidential information concerning a financial institution is not permitted to acquire or dispose of Norwegian transferable securities (cf. definition in Chapter 2 of the Securities Trading Act) that are issued by financial sector undertakings or derivatives of such securities.

A contractor employee who in his or her work for Norges Bank:

- manages portfolios or make transactions in financial instruments or otherwise takes decisions concerning financial instruments is not permitted to conduct transactions for their own account in the same financial instruments specified in the management mandate. has – or has access to – information about Norges Bank’s decisions concerning trading in financial instruments is not permitted to make transactions for his or her own account in the same type of financial instrument until the information has been made publicly available
- normally, in the performance of his or her duties, has insight into or whose work involves management of financial instruments for Norges Bank may not:
 - trade in derivatives or exchange-traded notes (ETNs).
 - use counterparties in personal trading that regularly and on a significant scale provide services for Norges Bank Central Banking Operations, unless trading takes place electronically and is based on standard terms and conditions.

2.3. Inside information and other confidential information

Contractor employees who in their work for Norges Bank acquire knowledge of inside information (cf. definition in the Securities Trading Act) or other confidential information must not misuse such information. Whoever is in possession of inside information must:

- not abuse it to trade in financial instruments, either directly or indirectly, for his/her own account or for the account of another, or encourage others to engage in such transactions
- not pass such information on to unauthorised persons
- exercise due care to ensure that the information does not come into the possession of unauthorised persons or is abused
- not advise unauthorised persons on trading in the financial instruments concerned.

The abuse of inside information constitutes a criminal offence (cf. Chapter 3 of the Securities Trading Act).

2.4. Gifts

Contractor employees must not accept gifts or personal benefits for themselves or others from the Bank’s business contacts when he or she acts on behalf of Norges Bank. Contractor employees that act on behalf of Norges Bank must not give gifts to business contacts of Norges Bank. The prohibitions in this provision apply irrespective of the financial value of the benefit and even if the giving of the benefit is deemed customary in the relevant social setting, country or culture.

2.5. Invitations

Costs related to travel, participation in external seminars etc. for Norges Bank incurred by a contractor employee will as a main rule be covered by Norges Bank.

Contractor employees acting on behalf of Norges Bank may accept meal invitations from Norges Bank's business contacts only if the meal naturally forms part of a meeting or other type of event that is connected to an engagement for Norges Bank, or where the purpose is clearly not to obtain a contract with or special benefits from Norges Bank.

If expenses are otherwise regulated in a clause in the contract between the contractor and Norges Bank, the contract clause takes precedence over the provision in this section.

2.6. Lectures and educational activities

Contractor employees are not permitted to accept compensation for external lectures directly linked to Norges Bank's activities unless the total value of the compensation is less than NOK 500. Cash compensation may nonetheless not be accepted.

Norges Bank shall cover travel and subsistence expenses in connection with external lectures held by or with the contribution of the employee. The host organisation may cover seminar fees etc. and meals included in the seminar fee when the lecture is part of the seminar. In special cases, Norges Bank can provide prior approval for additional expenses to be covered by the host organisation if it is deemed unobjectionable to make an exception. If expenses are otherwise regulated in a clause in the contract between the contractor and Norges Bank, the contract clause takes precedence over the provision in this section.

3. Right of inspection

In the contract period, the contractor has a duty to be transparent vis-à-vis Norges Bank with regard to issues related to the contractor's compliance with these ethical rules, in particular with regard to control and follow-up.

4. Disclosure of wrongdoing

Contractors that have knowledge or suspicion of breaches of these ethical rules shall notify internal audit at Norges Bank at email address: IR-Varsling@Norges-Bank.no.

Contractor employees are encouraged to disclose possible wrongdoing related to the implementation of the agreement with Norges Bank. If it is not appropriate to use ordinary reporting procedures, the contractor employee may report such circumstances directly to internal audit at Norges Bank at email address: IR-Varsling@Norges-Bank.no. Such disclosures may apply to circumstances at Norges Bank and the contractor.

5. Exceptions from the rules

Any exceptions from these rules in individual cases are subject to the prior written approval of Norges Bank.

Government Standard Terms and Conditions for Consultancy Services

**Agreement governing research and development
work to be provided by the Consultant**

Appendix 4 – changes to the general contractual wording

Reference	Wording
New Clause SSA-O 3.6	<p>Performance of the contracted items outside Norway</p> <p>If the Contractor wishes to perform all or part of the contracted items outside Norway, such wish shall be notified to the Customer in writing, and shall be subject to the prior written approval of the Customer. The Customer may withhold such approval. The notice from the Contractor shall include a description of what parts of the contracted items are affected, how such contracted items shall be performed operationally, as well as any consequences in terms of the rights and obligations of the Contractor and the Customer under this Agreement with appendices, hereunder any savings to be realised by the Contractor.</p>
New Clause SSA-O 3.8	<p>Police certificate of good conduct and credit check</p> <p>Pursuant to Section 11 fourth paragraph of the Norges Bank Act and to Regulation No. 62 of 23 January 2008, Norges Bank may, if security considerations so warrant, require a police certificate of good conduct for supplier's personnel and any personnel of subcontractors who perform tasks in connection with the delivery.</p> <p>Norges Bank may, where appropriate, perform a credit check of the supplier's personnel and any personnel of subcontractors who perform tasks in connection with the delivery.</p> <p>Norges Bank may also carry out other checks, such as information on residential address, confirmation of valid ID, verifying education and employment history, and other checks where relevant. If required by security reasons, Norges Bank can demand that only security approved personnel may be used by the supplier.</p> <p>It is the tenderer's responsibility to facilitate the necessary checks in accordance with procedures set by Norges Bank. The supplier is also obliged to sign the Bank's declaration of confidentiality. In special cases, a security clearance will be required under the Act relating to protective security services.</p>
New Clause SSA-O 3.9	<p>Safeguarding of materials and software</p> <p>The Contractor shall, in view of the Customer's position in society, take all measures necessary to ensure that unauthorised parties do not obtain access to any confidential materials or information, and that no such materials or information will be disclosed to such parties. The safeguarding requirements of the Customer are specified in Appendix 1.</p> <p>Software, including appurtenant documentation, shall be specifically safeguarded against unlawful or unintended dissemination and use.</p>

SSA-O 5.4 Amendments in the sixth and the final paragraph	<p>Confidentiality obligation</p> <p>Added to the sixth paragraph, final sentence: The personnel of the Contractor, any subcontractors and any third parties shall sign a confidentiality undertaking prepared by Norges Bank.</p> <p>Deleted final sentence, final paragraph: The confidentiality obligation shall lapse five (5) years after the delivery date, unless otherwise stipulated by law or regulation.</p>
SSA-O 6.1 New second paragraph added	<p>Consideration</p> <p>The cost of any part of the contracted items in respect of which no price has been entered is deemed to be included in the specified cost of the contracted items, unless otherwise follows from Appendix 7. All individual components of the solution specified in the Agreement, as well as any descriptions, drawings, etc., of the contracted items, shall form part of the deliverables, unless it follows clearly from Appendix 7 that specific deliverables are not included in the price.</p>
SSA-O 6.5 New third paragraph added	<p>Price adjustments</p> <p>If Contractor by written notice received by Norges Bank have not demanded price adjustment within 6 (six) months after the right to forward such claim, the right to price adjustment for that year is withdrawn.</p>
SSA-O 10.2 New wording added	<p>Assignment of rights and obligations</p> <p>Added to the first paragraph, final sentence: The same shall apply to assignment to other legal entities, hereunder any legal entities with which the Customer concludes any agreement for the performance of the type of duties allocated to the Customer at any given time.</p>
New Clause SSA-O 10.5	<p>Advertising</p> <p>Tenderers shall be obliged to refrain from using in their advertising or otherwise disclosing to the general public any information concerning this agreement with schedules without the written prior written approval of Norges Bank. Tenderers shall be obliged to include an identical provision in agreements with subcontractors. If a tenderer is competing for a contract under the Norwegian Public Procurement Act and Public Procurement Regulations, and an engaging party requires references from other customers/clients, Norges Bank will approve the use of Norges Bank as a reference.</p>
New Clause SSA-O 10.6	<p>Industrial disputes</p> <p>The Contractor shall apply for an exemption from any mobilisation or strike for selected personnel who are engaged in the implementation of this Agreement with appendices.</p> <p>The Contractor shall, in the event of any industrial dispute, allocate available personnel resources in such a way that the contracted items suffer no negative effects.</p>

<p>New Clause SSA-O10.7</p>	<p>Conflicts of interest</p> <p>Norges Bank will apply strict criteria in determining the existence of potential conflicts of interest. The economic operator is expected to have a policy and procedure in place for identifying and assessing possible impartiality or conflicts of interest.</p> <p>The economic operator must account for potential conflicts of interest and provide grounds for why it does not consider them to be of a nature that would disqualify it from accepting the contract.</p>
<p>New Clause SSA-O 10.8</p>	<p>Ethical rules for the suppliers to Norges Bank central banking operations</p> <p>A tenderer that is awarded a contract must confirm in the contract that the “Ethical rules for the suppliers to Norges Bank” applies to all operating personnel in the contractor’s organisation who have access to Norges Bank’s premises or information systems.</p>
	<p>Requirements for invoices issued to Norges Bank</p> <p>To ensure that they are processed efficiently and correctly, invoices sent to Norges Bank must be specified with the following information:</p> <p>Contact person: (name of the Bank employee to whom the invoice is to be forwarded)</p> <p>Cost centre: (cost centre responsible for paying the invoice)</p> <p>The invoice must clearly state the product or service billed for. Time sheets for work performed must always be attached. If invoicing Norges Bank for work related to several different projects/jobs, we ask for one invoice per project/job.</p> <p>Invoices are to be sent once per month, with payment due 30 days from the invoice date (Net 30), electronically in EHF format to Norges Bank, organisation number 937884117.</p> <p>Until the Contractor is capable of issuing EHF invoices, invoices may be sent by e-mail to:</p> <p>invoice-management@Norges-Bank.no</p>