

CONTRACT FOR THE PROCUREMENT OF PRODUCTS FOR THE MUNICIPALITY OF OSLO

between

Omsorgsbygg Oslo KF
(hereinafter referred to as the Buyer)

and

.....
(hereinafter called the Seller)

Enterprise no./personal identification no..

regarding

.....
(brief description of the delivery and purpose of the procurement)

Signature of Buyer:

Signature of Seller:

The Standard Terms and Conditions for the Procurement of Products for the Municipality of Oslo (hereinafter referred to as the Standard Terms and Conditions) apply to this contract with the amendments and supplements stated in this contract.

1 The Contract (Standard Terms and Conditions, Clause 4)

Clause 4 of the Standard Terms and Conditions will apply.

The contract is comprised of the following documents:

- a)
- b)
- c)
- d)
- e)
- f)

In the event of discrepancies, the documents will apply in the above order.

In the event of discrepancies between the Norwegian and the English version of the tender documents including the contract, the Norwegian version shall prevail.

2 Representatives of the parties (Standard Terms and Conditions, Clause 5.1)

For the buyer :

For the seller :

Name:.....
 Address:.....
 Telephone:.....
 Fax:.....
 E-mail:.....

Name:
 Address:.....
 Telephone:.....
 Fax:.....
 E-mail:.....

3 What the seller shall deliver (Standard Terms and Conditions, Clause 6.1)

3.1 Products

The delivery concerns the following products:

.....

These products will be installed in Lindeberg nursing home. The suppliers of these products will act as suppliers to the contractor of Lindeberg nursing home. However, Omsorgsbygg Oslo KF will remain the contracting party in this supply contract.

4 Delivery date and site (Standard Terms and Conditions, Clause 6.2)

Signature of Buyer:

Signature of Seller:

Estimated time of delivery: October 2016

Delivery address: Lindeberg Nursing home, Oslo, Norway.

Please note that the date is only advisory. The delivery dates are dependent on the progress of the construction project. It is not yet certain when the project will start.

The Buyer reserves the right to change the construction site to another building with similar properties.

5 Subsuppliers (Standard Terms and Conditions, Clause 6.4)

(Complete if the subsuppliers that will be used have been agreed with the seller)

It has been agreed that the following subsuppliers will be used:

.....	Enterprise no./Personal ID no.
.....	Enterprise no./Personal ID no..
.....	Enterprise no../Personal ID no..

6 Insurance (Standard Terms and Conditions, Clause 6.7)

The following insurance will apply to the delivery:

.....

7 Seller's guarantee/final deadline for making a complaint (Standard Terms and Conditions, Clause 9.4)

7.1 Extended guarantee

(Complete if the seller offers an extended guarantee)

The following applies to the seller's liability under the guarantee:

.....
.....
.....
.....

7.2 Final deadline for making a complaint

It has been agreed that the final deadline for making a complaint is 5 years.

Signature of Buyer:

Signature of Seller:

8 Price and Payment (Standard Terms and Conditions,, Clause 11.1)

8.1 Price

Fixed price for the product	NOK....., excl. VAT
VAT..... %	NOK_____
Contract sum	NOK_____ , incl. VAT

The contract sum includes the necessary expenses of the Seller in connection with the delivery unless otherwise agreed below in Clause 11.3.

Addition regarding lot 2 (Windows):

In the PAPIRUS call for tenders, the suppliers will give a price for a reference window. It is not yet determined which type of window will be used in the construction of Lindeberg nursing home. Omsorgsbygg reserves the right to order a window of a different module size. If Omsorgsbygg chooses a window of a different size, the price offered for this should be proportionate in comparison to the price given in the competition and which is written in the contract.

8.2 Price regulations (Standard Terms and Conditions, Clause 11.2)

The price will be regulated in accordance with Consumer price index issued by SSB in Norway. The prices can be regulated from 1.1.2016. The reference point for the regulation shall be the index of the month when the tender was submitted.

8.3 Requirement to be issued electronic invoices (Standard Terms and Conditions, Clause 11.4)

The Seller is obligated to offer electronic invoices in accordance with the standard electronic format for invoices (EHF) from the date of entering into the contract. This requires sellers to set up their own agreement with an access point.

If the Seller does not fulfil the requirement on electronic invoices, a fee will be charged to the sum of NOK 50 per hardcopy invoice sent to the Buyer. A monthly credit note will be issued to the sum of NOK 50 per hardcopy invoice the Buyer receives.

9 Other provisions related to the delivery, if applicable

The contracting authority reserves the right to terminate the contract if the necessary political approval for the construction project is not given.

This contract document and its appendices have been drawn up in duplicate. Each party will retain their own copy.

.....Date

.....Date

.....
Buyer

.....
Seller

Signature of Buyer:

Signature of Seller: