

Danish Road Directorate's Special Conditions for Consulting Services (SCC)

February 2017



Table of Contents

1. General	4
1.0 Application and Purpose of the Regulations.....	4
<i>Re 1.0.1</i>	4
1.1 The Consultant's Work	4
<i>Re 1.1.1</i>	4
<i>ILO Convention No. 94 on Labour Clauses in Public Contracts</i>	5
<i>Replacement of Consultant's Employees</i>	5
2. The Consultancy Services	6
2.1 The Consultation Agreement.....	6
<i>Re 2.1</i>	6
<i>Re 2.1.2</i>	6
<i>Re 2.1.5</i>	6
3. Remuneration	7
3.0 General	7
<i>Price adjustment</i>	7
3.1 Types of Fees	7
3.1.1 <i>Main types</i>	7
<i>Re 3.1.1.1 Fixed prices (fixed fees)</i>	7
<i>Re 3.1.1.3 Fees on a cost-plus basis</i>	7
3.2 Expenses	8
<i>Re 3.2.1</i>	8
<i>Re 3.2.3</i>	8
3.4 Payment.....	8
<i>Re 3.4</i>	8
<i>EAN NO.</i>	8
<i>Settlement</i>	8
<i>Progress reporting in case of remuneration on a cost-plus basis</i>	8
<i>Progress reporting in case of fixed fee</i>	9
<i>Payment</i>	9
4. Copyright	9
<i>Re 4.1</i>	9
<i>Re 4.2</i>	9
5. Deadlines, Time Schedule and Employers Review	10
<i>Re 5.1</i>	10
<i>Employers Review</i>	10
6. Liability and Penalty	10
6.2 Liability for errors and negligence.....	10
<i>Re 6.2.2 Insurance</i>	10

7. Postponement and Suspension of Work.....	11
7.1 Postponement of work	11
<i>Re 7.1.1</i>	11
7.2 Suspension of work.....	11
<i>Re 7.2.1</i>	11
8. Non-performance.....	12
<i>Re 8.1</i>	12
9. Disputes.....	12
10. Consultancy Work at the Danish Road Directorate	12
<i>General</i>	12
<i>Access to the Danish Road Directorate's IT systems and the duty of confidentiality</i>	13
<i>Use of the Danish Road Directorate's facilities</i>	13
<i>Company cars</i>	13
<i>Violation of provisions on consultancy work at the Danish Road Directorate</i>	13
DOCUMENT MANAGEMENT	13

1. General

1.0 Application and Purpose of the Regulations

Re 1.0.1

General Conditions for Consulting Services (ABR 89), the present Special Conditions for Consulting Services (SCC) and the Contract (including any appendices) constitute a full and complete body of agreements.

ABR 89 is available at <http://www.frinet.dk/kontrakt-og-udbud/vaerktoejer/regler-og-love/aftale-kap-2-abr-89>

This SCC contains supplementary special conditions to General Conditions for Consulting Services (ABR 89). In case of any discrepancy between ABR and this SCC, the stipulations of SCC will prevail.

The individual sections refer to ABR 89. In case an item in SCC is left blank, this means that there are no specific provisions to the item concerned in the SCC.

SCC also contains an item 10, which relates to consultancy work at the Danish Road Directorate.

The Danish Road Directorate and the Consultant enter into a Contract which describes the consultancy services and sets out the specific circumstances relating to the implementation of the consultancy services. Any services to be provided by the Danish Road Directorate shall appear from the Contract. In case of any discrepancy between the Contract and these special conditions for consultancy services, the stipulations of the Contract will prevail.

Contract means an individual Contract, a supplementary agreement, a framework agreement or a requisition (order) according to a framework agreement.

1.1 The Consultant's Work

Re 1.1.1

The Consultant shall ensure that the employees assigned to the Contract, at any time, have the competences needed for ensuring the best possible solution for the task.

The Consultant shall be loyal to the Danish Road Directorate and contribute to maintaining a positive and respected reputation in relation to the surroundings.

The Consultant shall maintain absolute silence with respect to information about the Danish Road Directorate, or other circumstances, which he or she obtains knowledge of in connection with the execution of the work.

The Consultant may use the Danish Road Directorate as a reference but may not – without a preceding, written permission from the Danish Road Directorate – send out a public statement or publish anything related to the content of the task. Any publication, exhibition or information for the public concerning the

task – e.g. through the press, specialist press, radio or TV, internet or social media – shall come from the Danish Road Directorate or, after a preceding, written agreement with the Danish Road Directorate.

The Consultant shall have a documented quality management system. The requirement of a documented quality management system may be deselected in the specific Contract if it is not necessary, for example in connection with contracting of small and/or uncomplicated tasks.

The services provided by the Consultant shall meet general quality-assurance standards.

ILO Convention No. 94 on Labour Clauses in Public Contracts

In accordance with ILO convention No. 94 concerning labour clauses in public contracts, the Contractor is under an obligation to ensure that wage earners and wage earners of any subcontractors be ensured pay (including allowances), hours of work and other conditions of labour working hours, which are no less favourable than those established for work of the same nature in the trade or industry concerned, where the work is carried out by collective agreement entered by the most representative labour market parties in Denmark and, which applies to the entire Danish area. This may be considered as observed if the work is subject to a collective Danish agreement and this agreement is being observed. Such agreement shall – with the necessary clarity – specify the salary payable under the collective agreement.

The Contractor is required to ensure the salary and employment conditions as mentioned above for employees, including the subcontractors' employees, who are employed in Denmark for the performance of the work, and shall inform the employees of the applicable working conditions.

At any time, the Danish Road Directorate may ask for relevant evidence of wages and working conditions for the employees to ensure that the conditions satisfy the standard established in the working clause.

If the Consultant does not observe the above-mentioned requirements and if this leads to a legitimate claim by the employees on additional payments, the Danish Road Directorate can retain the payments for the Consultant with the purpose of ensuring the conditions of the employees.

It is the responsibility of the Consultant to ensure that the Consultant's services are in agreement with the international conventions that Denmark has acceded, including the UN Convention on the Rights of the Child.

The Contractor shall provide regular reports about whether he has received documentation from foreign subcontractors hired by the Contractor to the effect that they have registered with the Register of Foreign Service Providers (RUT) in accordance with the relevant executive order.

Replacement of Consultant's Employees

As a point of departure, employees mentioned by name in the contractual basis may not be replaced. In case the Consultant wants to replace an employee, the reason shall be submitted in writing to the Danish Road Directorate. This shall be done as soon as possible prior to the replacement of the employee and, at a notice of no less than 10 working days. Replacement is subject to the written approval of the Danish Road Directorate.

It will be a condition for approval that the replacement shall not cause expenses or delays for the Danish Road Directorate and, the new employee shall, as a minimum, possess skills and qualifications similar to those of the employee replaced.

For tasks to be settled on a cost-plus basis, the hourly rates are to be reduced according to the following provisions. For the new employee the hourly rate is to be reduced with 15% for the first 100 hours after the time of replacement. It is a precondition that the number of hours corresponds to the number of hours originally planned for the employee replaced. For key employees, the hourly rate will be reduced by 30%.

The provisions apply in relation to the employees mentioned in both the Contract, in additional agreements and in any purchase orders (ATRs activity–time-resource (ATR) agreements).

The claim for reduction of the hourly rate is cancelled if the replacement is rendered necessary by the employee concerned because of job-change, retirement, absence due to illness or maternity leave or long-term sick leave or, in case of death.

The Danish Road Directorate may demand that any employees of the Consultant, who cause justified criticism by the Danish Road Directorate, be removed and replaced.

2. The Consultancy Services

2.1 The Consultation Agreement

Re 2.1

Changes to the content and scope of the consultancy services are subject to the written consent of the Danish Road Directorate.

Re 2.1.2

Unless a tender has been submitted with a fixed price (fixed fee) or the Danish Road Directorate has drawn up a budget in advance, the Consultant shall prepare a budget proposal for the execution of consultancy services. The budget is subject to approval by the Danish Road Directorate before the work is initiated.

The Consultant is responsible for ensuring that the consultancy services, including the services to be provided by sub-Consultants as assumed at the conclusion of the Contract, are provided within the budget or, at the fixed price and at the time and, at the agreed quality.

Requests for changes to the budget or the fixed price shall be based on circumstances not known to the Consultant at the time when the original budget was prepared. The Consultant shall notify the Danish Road Directorate immediately when such changes can be predicted.

Changes are subject to the prior written approval of the Danish Road Directorate.

Re 2.1.5

In case it is deemed necessary for the execution of the consultancy services, the Consultant may propose the use of sub-consultants/sub-contractors. The Danish Road Directorate shall approve such proposals before the Consultant is entitled to enter into agreements with such persons.

The Consultant is liable to the Danish Road Directorate for services provided by sub-consultants/sub-contractors.

3. Remuneration

3.0 General

Unless a fixed price has been agreed, the individual services shall be specified in the Contract before the work is initiated, thereby establishing the scope of work, budget and time frame.

Price adjustment

Hourly rates, unit prices and fixed prices (fixed-price agreements) will not be adjusted for the part of the consultancy services provided during the month of the tender and the subsequent 12 months. After this period (the fixed-price period), hourly rates/unit prices/fixed prices will be adjusted according to the net consumer-price index published by Statistics Denmark.

The first adjustment will be made one year after the month of the tender (time of adjustment). The adjustment will apply to the following 12 months. The index of the month of the tender will be used as the basic index for all adjustments, and the index 12 months after the month of the tender will be used as adjustment index for the first adjustment, the index 24 months after the month of the tender for the second adjustment, and so forth.

If the fixed price is payable as a lump sum on completion of the work, the fixed fee will be adjusted as if the work has been executed with equal consumption of resources in all months.

The Consultant is responsible for the calculating of the adjustment. The Consultant shall report hourly rate indexes and prices to the person responsible of procurement at the Danish Road Directorate for registration in VD Kontrakt. The reporting shall be done as soon as possible and no later than 3 months after the time of the price adjustment. In case the reporting takes place later than this point, the Consultant forfeits the right to any adjusted services from the preceding period after the time of the price adjustment. This also applies to the subsequent dates of adjustment (24 months after the month of the tender at a second adjustment etc.).

3.1 Types of Fees

3.1.1 Main types

Re 3.1.1.1 Fixed prices (fixed fees)

Either a specific payment schedule shall be agreed, or a total payment for the consultancy services provided shall be made when the work has been completed and approved by the Danish Road Directorate.

Re 3.1.1.3 Fees on a cost-plus basis

All services for which a fee is charged are paid for on a cost-plus basis in accordance with the hourly rates stated in the Bill of Quantities (BOQ) or as specified in the Contract.

Time consumption for transport is not in itself a service for which a fee is charged.

3.2 Expenses

Re 3.2.1

The Consultant pays all expenses associated with the execution of the work and any additional services, including CAD expenses and internal working copies.

If, in exceptional cases, it is agreed that the Consultant shall have his expenses paid, the expenses shall be specified on the actual invoice for the expenses or, in an appendix to this end. Bills paid by the Consultant are to be attached to the invoice.

Re 3.2.3

Expenses will be reimbursed without extra charges.

3.4 Payment

Re 3.4

EAN NO.

The Danish Road Directorate's EAN number is: 5798000893450.

Settlement

Settlement shall be made on a monthly basis unless otherwise agreed. Settlement shall be prepared on a forwarded and correctly filled-in registration appendices on VD Kontrakt (the Danish Road Directorate's settlement system).

If the fee is charged on a cost-plus basis, payment of the fee shall be made according to the hourly-rate model. This means that at the settlement it shall be stated:

- Who has been working on the task
- Number of hours worked per employee

The Consultant shall fill in and forward the registration appendix (including any appendices) on VD Kontrakt to the Danish Road Directorate no later than the fifth business day of the following month.

The Consultant shall forward an updated budget each month. If the budget has been amended in comparison with the most recently approved budget, the deviation shall be clearly explained.

Progress reporting in case of remuneration on a cost-plus basis

Upon forwarding the registration appendix, the Consultant shall also send a progress report describing the work executed during the previous month. The progress report is to be forwarded as an appendix to the registration documents via VD Kontrakt, unless otherwise agreed with the Danish Road Directorate. The Consultant shall state the progress percentage in the relevant section in VD Kontrakt.

Progress reports, which are designed to provide the basis for payment of the hours registered, shall contain the following information:

- A statement of the hours worked by all named employees assigned to the Contract
- A description of the progress of consultancy services in relation to the time schedule
- A statement of the percentage of the work executed in relation to the total scope of work agreed

- An estimate of the extent of the remaining consultancy services (in hours or DKK) together with a statement of any deviation from the agreed conditions
- Expected final budget

The reporting of progress is taking place in view of the Danish Road Directorate's paradigm for progress reporting (Excel and Word formats).

Progress reporting in case of fixed fee

Upon forwarding the registration appendix, the Consultant shall also send a progress report describing the work executed during the previous month. The progress report is to be forwarded as an appendix to the registration documents via VD Kontrakt, unless otherwise agreed with the Danish Road Directorate. The Consultant shall state the progress percentage in the relevant section in VD Kontrakt.

For monthly payments on account in connection with fixed-price agreements, the progress report shall contain the following information:

- A description of the progress of consultancy services in relation to the time schedule
- A statement of the percentage of the work executed in relation to the total scope of work agreed

The reporting of progress is carried out in view of the Danish Road Directorate's paradigm for progress reporting (Excel and Word formats).

Payment

Payment shall be made within 30 days from the date of correct receipt of registration appendices including appendices and progress report to the Danish Road Directorate, unless otherwise agreed.

4. Copyright

Re 4.1

The Danish Road Directorate is entitled – fully or partially – to use the material produced by the Consultant, including the right to make it available to any third party. This applies regardless of the consultancy Contract being terminated or cancelled before time.

The Danish Road Directorate holds the exclusive right to use the specific results of the consultancy services developed or produced particularly for the Danish Road Directorate, regardless of the nature of the consulting service provided.

Re 4.2

The Consultant is not – without the prior written consent of the Danish Road Directorate – entitled to publish the material prepared by the Consultant.

5. Deadlines, Time Schedule and Employers Review

Re 5.1

The Consultant shall ensure a time schedule for the handover of services, thus enabling the Danish Road Directorate, on a continuing basis, to receive these services in the agreed quality, both in terms of contents and in digital formats, which can be loaded into the Danish Road Directorate's systems.

The time schedule shall allow time for the Employers Review, by the Danish Road Directorate, and for subsequent necessary corrections of services by the Consultant.

The time schedule is subject to approval by the Danish Road Directorate.

The Consultant is responsible for ensuring that the consultancy services, including the services to be provided by sub-consultants as assumed at the conclusion of the Contract, are provided in accordance with the time schedule.

The time schedule and progress report will, throughout the duration of the Contract, be used as a basis for the Danish Road Directorate's assessment of whether the project is progressing appropriately.

The Consultant shall immediately notify the Danish Road Directorate of any changes in relation to the time schedule when it may be predicted that such changes will be required. Changes to the time schedule are subject to the prior written approval of the Danish Road Directorate.

The time schedule and agreed changes form part of the Contract.

Employers Review

The Danish Road Directorate will carry out a review, upon receiving services during the project and on project completion. The review enables the Danish Road Directorate to ensure that the Consultant provides the services agreed. Before being submitted to the Danish Road Directorate, the services shall be controlled and approved by the Consultant. In his work process, the Consultant shall allow time for any corrections requested by the Danish Road Directorate.

6. Liability and Penalty

6.2 Liability for errors and negligence

Re 6.2.2 Insurance

The Consultant is obliged to take out liability insurance on standard terms and conditions, both commercial as well as professional liability, unless otherwise agreed in writing.

The Consultant is obliged to ensure that sufficient cover is provided under the Consultant's liability insurance at all times during the liability period, corresponding to the cover specified in the Contract. If necessary, the Consultant shall, at his own expense, re-establish the insurance in accordance with current insurance conditions.

If the Consultant uses sub-consultants, the Consultant shall ensure that the sub-consultant's insurance covers the sub-consultant's liability in connection with the Contract, if such liability is not covered by the Consultant's insurance. A sub-consultant's insurance shall meet any requirements applying to the Consultant's insurance as described above.

At the request of the Danish Road Directorate, the Consultant shall provide documentation of the insurance and its maintenance.

7. Postponement and Suspension of Work

7.1 Postponement of work

Re 7.1.1

At all times the Danish Road Directorate is entitled to postpone the consultancy services and will, in that case, only pay the Consultant for the consultancy services provided up to the date of postponement.

Postponement requires a notice of two weeks unless the postponement is due to appropriation or funding issues or similar material circumstances of the Danish Road Directorate.

7.2 Suspension of work

Re 7.2.1

At all times the Danish Road Directorate is entitled to suspend the consultancy services and will, in that case, only pay the Consultant for the consultancy services provided up to the date of suspension. Suspension of the consultancy will be regarded as termination of the consultancy agreement.

Suspension requires a notice of two weeks unless the suspension is due to appropriation or funding issues or similar material circumstances with the Danish Road Directorate.

After the consultancy services has been suspended in accordance with the provisions set out above, the Danish Road Directorate is entitled to use the material prepared by the Consultant, without paying the reimbursement mentioned in the General Conditions for Consulting Services (ABR 89), section 7.2.1 (2). If the material is used without involving the Consultant, the Consultant will incur no liability for any such use.

8. Non-performance

Re 8.1

If the Contractor is under reorganisation and fails – within 5 working days and with the administrator's consent – to acknowledge his intent to continue the Contract, the Danish Road Directorate is entitled to terminate the Contract.

If the Contractor's financial situation in general proves to be in such a state that he may be assumed to be unable to meet the Contract, the Danish Road Directorate is entitled to terminate the Contract. However, the right to terminate is conditional on the Contractor not having provided or, at the Danish Road Directorate 's request and with the administrator's consent, not immediately providing adequate security for the performance of the Contract.

9. Disputes

10. Consultancy Work at the Danish Road Directorate

Consultancy work at the Danish Road Directorate means work performed by Consultants with direct and specified access to the Danish Road Directorate's databases, files, IT systems, etc. Such Consultants are referred to as "In-house Consultants". The In-house Consultant is subject to the same contractual terms and conditions as Consultants in general. Moreover, the following conditions apply.

In-house Consultants are obliged to observe all internal rules and instructions relating to the use of the Danish Road Directorate as a workplace, including duty of confidentiality, use of the IT equipment and access to databases, etc.

In all circumstances relating to the solution of the task, In-house Consultants shall present themselves as representatives of the Danish Road Directorate.

General

It may be agreed that the In-house Consultant shall carry out time registration in the Danish Road Directorate's financial management system, SAP, and have access to SAP in general, including planning and follow-up.

The In-house Consultant will not be authorised to operate the financial accounts of the Danish Road Directorate. However, it may be agreed that the In-house Consultant should have such an authority to

a specified extent, including access to authorise and approve payments in accordance with provisions regulating the signing authority and the resource management manual.

Access to the Danish Road Directorate's IT systems and the duty of confidentiality

The In-house Consultant has specified access to information at the Danish Road Directorate, including data in the Danish Road Directorate's IT systems, for the execution of the work agreed.

The In-house Consultant is only entitled to use any such information available for the execution of the work.

The In-house Consultant shall not abuse his access to the Danish Road Directorate's IT systems for obtaining information in addition to the information mentioned above.

The In-house Consultant is bound by a duty of confidentiality with regard to the above-mentioned information and any other information, of which the In-house Consultant becomes aware during the project solution, regarding the activities of the Danish Road Directorate.

The In-house Consultant's duty of confidentiality applies both during and after the execution of the work.

Use of the Danish Road Directorate's facilities

In-house Consultants who have their physical place of work at the Danish Road Directorate are entitled to use the Danish Road Directorate's facilities (pc, telephone, fax machine, photocopier, meeting rooms, canteen, etc.) in the same way as employees of the Danish Road Directorate, which means i.a. that the use of such facilities shall be work-related.

Company cars

In-house Consultants may use the Danish Road Directorate's company cars in connection with the execution of the agreed tasks in accordance with the Danish Road Directorate's regulations for the use of company cars.

Violation of provisions on consultancy work at the Danish Road Directorate

Any violation of these provisions on consultancy work at the Danish Road Directorate will be regarded as non-performance of the Contract, which entitles the Danish Road Directorate to terminate the Contract with immediate effect.

DOCUMENT MANAGEMENT

APPROVED	UNIT/NETWORK	THEME	SCHEDULED REVISION	DOCUMENT NO.	ACCESS	
BT, February 2017	IND-UK	Procurement and Contracting	2017	17/16309-2	<input type="radio"/> Intern	<input checked="" type="radio"/> Ekstern