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**For competitions, agreements and supplier activation though digital transaction processing based on use of the standardised format EHF (Elektronisk Handelsformat) via Peppol Network.**

Suppliers that are expected to interact digitally via Peppol Network using standardised formats (EHF/BIS) may require information about:

The context for the introduction of standardised formats and Peppol Network

Which obligations they undertake

Which rights they receive

This document contains elements and formulations for all the points that each client can utilise. Suggested contract wording can be found in section 1, and the suggested wording of the document (and qualification documents, if they have been prepared) can be found in step 2.

The formulations of the contract document should be prepared so that they can basically be inserted directly into the standard contract terms each client uses or included as supplementary annexes to the standard contract used. The texts must be written so that they are compatible with the other terms and conditions. The formulations and elements of tender documents ensure that the client (buyer) can require that suppliers are capable of sending and receiving EHF documents through Peppol Network for the business processes that the client requires.

# 1 Suggested formulations in contract document

The party that is awarded the contract thereby assumes a duty to support the processes that the Client requires for digital collaboration. The contract text is formulated so that it is the supplier’s responsibility to ensure that it is capable of sending and receiving EHF documents (PEPPOL BIS for foreign suppliers) via Peppol Network for the business processes that the client requires.

The following text is suggested for contract terms:

***«Special contract conditions for e-procurement»***

*The supplier must have the capability to send and receive EHF/BIS-documents via* [*Peppol Network*](https://peppol.org/peppol-interoperability-framework/)*, as agreed in a separate attachment (*[*the collaboration agreement*](https://anskaffelser.no/maler/samhandlingsavtalen-collaboration-agreement)*).*

*The supplier must enter into an agreement with a service provider of their own choice that is either capable of sending and receiving EHF/BIS-documents via Peppol Network or is itself directly connected into the Peppol Network.*

**2 The collaboration agreement**

As is apparent from the wording of the contract document, it is advisable to include an annex, called the "Collaboration Agreement", to the contract. This is because the Collaboration Agreement, in addition to the specific provisions above, is necessary to regulate the requirements for the functional content of the electronic transaction; including but not limited to:

* Quality and content of the electronic product catalogues, in addition to time used in the process between the buyer and supplier.
* Which business processes (and time commitments associated with these) are to be supported digitally between buyer and supplier.
* Requirements regarding how the supplier’s changes to customer orders should be handled.
* Special information elements that are important to the buyer

When used, the collaboration agreement, in addition to the main quality standards, are important contractual terms. According to the regulation FOA § 1.17 (2)g, tender documents should disclose "the general or special contractual conditions applicable to the contract." A pre-written version of the Collaboration Agreement must therefore be attached to the tender documents. Guidance on the use of the Collaboration Agreement is available from:

<https://anskaffelser.no/maler/samhandlingsavtalen-collaboration-agreement>

Each Client must determine which requirements should be included in the agreement and conduct a risk analysis of possible deviations from the requirements (violation of contract provisions). Then the Client must set appropriate penalties (default provisions) for these deviations. The Collaboration Agreement does not regulate the sanctions regime but refers to the definitions in the contract. Here are examples of questions that a Client must take a position on:

* What are the consequences of not being able to send and receive EHF/BIS documents through Peppol Network?
* What are the consequences if the supplier is not able to send and receive EHF/BIS documents through Peppol Network by the agreed date?
* What is the consequence if the supplier's EHF/BIS-based electronic product catalogue does not meet the standards of quality specified in the Collaboration Agreement?
* What is the consequence if the supplier does not comply with its duty, as described in the Collaboration Agreement, to notify the Client regarding changes to its services and technical e-procurement solutions that affect the party's ability to conduct electronic transactions?
* What is the consequence if the client (buyer) itself does not comply with its own duty, described in the Collaboration Agreement, on changes in its services and technical solutions that affect the other party's ability to conduct digital transactions?

# 3 Suggested formulations in the tender and qualification documents

**3.1 Information and requirements that should be included in the qualification documents.**

Providers (supplier) should not need to spend resources on preparing the application/bid if they cannot (or are not willing to) offer e-procurement when the client requires it. As such, the above information is already included in the qualification documents. Another reason why the information should be included in the qualification documents is that the Client avoids qualifying suppliers who do not intend to tender bids if this involves a requirement to enter into an agreement on e-procurement interoperability.

Experience with sending and receiving EHF documents via Peppol Network CANNOT be used as qualification requirements, because this would prevent new suppliers that have not yet begun with e-procurement from being able to submit bids.

**3.2 Example of text that can be used to describe digital interaction with the supplier.**

*” The Client (buyer) has implemented/is in the process of implementing [use the option that fits best] digital interaction with all its suppliers. The Client utilises e-procurement format (EHF/BIS) via Peppol Network, for such interactions.*

*For a more detailed description of EHF and Peppol Network, please refer to the following web pages:*

* <https://anskaffelser.no/verktoy/verktoypakker/elektronisk-handelsformat-ehf-prosessdefinisjoner> (only in Norwegian)*.*
* [*https://anskaffelser.dev/postaward/g3/spec/*](https://anskaffelser.dev/postaward/g3/spec/)
* [*https://peppol.org/peppol-interoperability-framework/*](https://peppol.org/peppol-interoperability-framework/)

*The Client (buyer) has decided to adopt EHF/BIS and Peppol Network based electronic interaction for this Agreement during the xxxx quarter of 20XX. Suppliers to this Agreement undertake to enter into an agreement with a service provider of their choice that can send and receive documents through Peppol Network on standard format (EHF/BIS) , or to connect directly to this infrastructure in accordance with the time limits specified in ”The Collaboration Agreement”.*

## 3.3 Information and text that should be included in the tender documents.

**Special contract conditions**

The tender documents must, in addition to providing a general description of EHF/BIS and Peppol Network messaging, emphasise that the client or contracting authority requires digital transaction processing, and specify the applicable terms and conditions for utilising these processes. It must also state that these requirements are non-negotiable.

Suggested text:

”*The Client (buyer) requires use of EHF/BIS and PEPPOL Network based messaging according to the terms and conditions specified in the attached Collaboration Agreement. Special attention must be given to the following conditions:*

* *Utilisation of digital processes as described in the Collaboration Agreement is a required condition for the contract to take effect. The Client requires that such use must begin no later than xx.xx.20xx. If this does not occur by the stated date, sanctions will apply as described in point [X] of the contract.*

*Exceptions or changes cannot be made that exclude the use of EHF and PEPPOL Network-based messaging or the terms of the Collaboration Agreement. Bids that include such modifications will be rejected.*

*Bidders must confirm in their bid documents that these requirements are understood and accepted.”*

**Qualification requirements**

Connections to, or experience with, *EHF and PEPPOL Network based messaging* **CANNOT** be used as a qualification requirement, as it would prevent new suppliers from being able to compete.

## 3.4 Examples of more detailed information that can be referred to in the tender documents.

*In addition to the points mentioned above, it may be useful to refer to specific issues regarding PEPPOL Network based messaging and the* [*EHF/BIS formats*](http://www.anskaffelser.no/prosess/purchasing)*. Below, topics that assumed to be most relevant to refer to in the tendering process are listed.*

* *EHF format page:* <https://anskaffelser.dev/postaward/g3/spec/>
* *Peppol BIS:* [*https://peppol.org/library/?technical-documentation*](https://peppol.org/library/?technical-documentation)
* *EHF catalogue process home page:* <https://anskaffelser.no/verktoy/veiledere/ehf-katalogprosess> (only in Norwegian)
* *EHF order and order response process home page:* [*https://anskaffelser.no/verktoy/veiledere/ehf-ordre-og-ordrebekreftelse*](https://anskaffelser.no/verktoy/veiledere/ehf-ordre-og-ordrebekreftelse) *(only in Norwegian)*
* *EHF invoice process home page:* [*https://anskaffelser.no/verktoy/veiledere/ehf-faktura-og-kreditnota-prosess*](https://anskaffelser.no/verktoy/veiledere/ehf-faktura-og-kreditnota-prosess) *(only in Norwegian)*
* *Peppol Network based messaging:* [*https://peppol.org/peppol-interoperability-framework/*](https://peppol.org/peppol-interoperability-framework/)
* *ELMA electronic address registerhttps://anskaffelser.no/nb/verktoy/veiledere/mottakere-i-elma*
* *Classification of EHF/BIS catalogue (UNSPSC): https://gs1.no/unspsc/*