

**Diskos 2.0**

Request for Proposal (RFP)

**Seismic, Well and Production modules**

SSA-T Appendix 8:

Changes to the general contractual wording



**30.12.2019**

**Changes to the general contractual wording**

*Changes to the general contractual wording shall be set out here, unless the general contractual wording refers such changes to a different Appendix. All changes made by the Tenderer shall be done with the use of “track changes” in Word.*

*The Contractor should be aware of the fact that deviations, reservations or changes to the Agreement in connection with the submission of a tender may result in rejection of the tender by the Customer.* ***Tenderers must submit assessments on economic value to each and every reservation/deviation.***

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| **Clause** | **Shall be replaced by (change in wording and/or added text)** | **Customer’s comment** |
| **1.1** **Scope of the agreement**  | **First paragraph, change in wording:** The Agreement governs the delivery of services that are standard, developed or customized for the Customer, as well as configuration, the setting of parameters, integration work, and other services associated with the customization of the Service for the Customer as described in Appendices 1 and 2 ("the deliverables"). **New last paragraphs - added text:** The contractual relationship between the Customer and the Contractor is regulated by this SSA-T (Difi 2018), SSA-L (Difi 2018), as well as an agreed data processing agreement (SSA-L Appendix 10), all with appendices. Requirements for establishing, testing and approving the Service are set out in SSA-T with appendices. However, SLA requirements in accordance with SSA-L clause 2.1 and SSA-L Appendix 4 shall apply during the approval period, but without sanctions for breach of SLA. If the approval period is delayed due to errors/deviations in the Service, SLA-sanctions according to SSA-L Appendix 4, will apply as from agreed Delivery date defined in SSA-T Appendix 4. The requirements for the Service are set out in the Appendices to SSA-T, including requirements for information security and privacy. The requirements shall apply throughout the contract period, i.e. also in the time after the delivery has been approved in accordance with SSA-T and when in regular service according to SSA-L. The terms “software” and “equipment” in this Agreement shall be construed as referring to the agreed “Service” to be delivered.  | Clarification to address that this SSA-T applies to procurement of a service rather than software and/or equipment. Clarification to enlighten the relationship and dependencies between SSA-L and this SSA-T.  |
| **2.4.2****Solution ready for acceptance test** | **Second paragraph, first sentence, changes:** If, during the first twenty (20) working days after the Customer has received notification from the Contractor, it becomes clear that the solution is so defective that it would entitle the Customer to halt the acceptance test pursuant to clause 2.4.5, paragraph five, the Customer may contest the notice and the milestone "Solution ready for acceptance test" shall be deemed not to have been achieved.  | Change to take into account that the Customer possibly requires longer than 10 working days to reveal defects in the Service.  |
| **2.4.3** **Plan for the Customer acceptance test and the approval period** | **First two paragraphs, changes:**The Customer shall prepare and be responsible for a plan for the Customer's acceptance test; the Contractor shall contribute as set out in Appendix 5, including preparing and delivering a draft-plan for the Customer’s acceptance test for Customer’s own work with the plan. The Contractor shall make available to the Customer the material the Contractor will utilize as a basis for its testing of the solution, including test scripts for the Customer’s acceptance test, such that the Customer may use this as a basis for the Customer's work on the acceptance test plan.  | Change to clarify the importance of the Contractor's contributions to the Customer's acceptance test.  |
| **2.4.4****Scope of the acceptance test** | **First sentence, change:** The Customer’s acceptance test shall comprise the Service that constitutes the entire agreed delivery. | Clarification to address that this SSA-T applies to procurement of a service instead of software and/or equipment.  |
| 2.5.3**Final approval – delivery date** | **Fourth paragraph, last sentence, change** "The Customer shall strive to retest the rectification(s) within five (5) working days, but is also entitled to reasonable time extension to perform such testing if needed." | Clarification to address the latent uncertainty in types, and extent of the errors and rectifications, which *may* lead to a need for longer time for retesting the rectifications.  |
| 4.2 **Performance level** | **Second paragraph, change:** ~~If the parties have concluded a maintenance and service agreement,~~ "The performance level agreed to in SSA-L Appendix 4 at the time of actual delivery date shall form the basis for the warranted performance in the warranty period". | Clarification to state that the performance level in the warranty period shall be the same as the agreed to SLA-levels as when Diskos 2.0 was finally approved/actual delivery date.  |
| 4.3 Additional consideration | Change: In the event of errors and defects that fall outside the scope of the warranty, the Contractor will perform the same service as agreed for the warranty period, as part of the Service paid for according to the SSA-L contract. If, however, such service is not already a part of the services paid for under the SSA-L contract, the Contractor will perform the same service, but in the form of a chargeable service. The Contractor’s list prices for such services shall apply, unless otherwise agreed.  | Clarification in the unlikely event of an error or defect in the warranty period neither being part of the scope of the warranty according to this SSA-T contract, nor part of the Service that Customer already pay for according to the SSA-L contract.  |
| 5.1 The responsibility of the Contractor for its performance | **New first paragraph to be added:**The Contractor shall enter into agreements with NOROG GT as well as the Trade contractor regarding their roles and responsibilities. The agreements shall be entered within three months after signing of the SSA-T Contract and shall be subject to the Customer’s approval. The Contractor has the overall responsibility to conclude satisfactory agreements between the Contractor and NOROG GT. | New paragraph to implement the cross-contract requirements in the Agreement. |
| 8.5 Price adjustments | **Whole clause replaced with:** Price adjustmentsAll rates and prices in SSA-T Appendix 7B are fixed until actual Delivery date is reached (The agreement clause 2.5.3).Any other provisions pertaining to price adjustments are set out in Appendix 7. | Clarification to state that prices and cost elements in this SSA-T are not subject to change until final Delivery date.  |

Table Customer’s changes to the general contractual wording