

PART III-D OF THE TENDER DOCUMENTATION

ADMINISTRATIVE PROVISIONS NS 8405-8407

**INVITATION TO TENDER
Contract: E3 Sea Barriers
Project: 540026 Protection Operational Part**

TABLE OF CONTENTS

1 QUALITY ASSURANCE	3
1.1 General information.....	3
1.2 Quality plan	3
1.3 Inspection plans	3
1.4 Nonconformity management	3
1.5 Audits	4
2 SCHEDULING, COST CONTROL AND REPORTING.....	4
2.1 Scheduling requirements.....	4
2.1.1 Planning levels	4
2.1.2 Builder's main schedule (level 1)	4
2.1.3 The contract schedule (level 2)	4
2.1.4 Detailed management plan (level 3)	4
2.1.5 Other plans.....	5
2.1.6 Revision of plans	5
2.1.7 Requirements for planning tools	5
2.1.8 Progress reporting	5
2.2 Cost control requirements	5
2.3 Reporting requirements.....	6
2.3.1 General information.....	6
2.3.2 Monthly report	6
2.3.3 Construction meetings (only for contracts pursuant to NS 8405).....	6
2.3.4 Meetings in design and build contracts (only for contracts pursuant to NS 8407)	6
2.3.5 Other meetings.....	7
2.4 Variation agreements	7
3 BILLING.....	7
3.1 Introduction	7
3.2 Invoice requirements	7
3.3 Electronic invoices.....	7
3.4 Invoice address (for paper invoices only)	7
3.5 Requirements for the various invoice categories.....	7
4 LANGUAGE	8
5 SECURITY CLEARANCE AND ACCESS TO MILITARY INSTALLATIONS	8
6 CONTRACTOR CLEARANCE OR APPROVAL/AUTHORISATION OF CONTRACTOR	9
7 INFORMATION - PUBLICITY.....	9
7.1 Guidelines for information	9
7.2 Guidelines for company publicity.....	9
8 TOPPING-OUT CEREMONY	9
APPENDIX 1 – REPORTING TO THE BUILDER	1
APPENDIX 2 – MONTHLY REPORT CONTRACTOR.....	2
APPENDIX 3 – REQUIREMENTS FOR CONTRACTOR CLEARANCE	1

1 QUALITY ASSURANCE

1.1 General information

The contractor shall implement a quality assurance system in the project to ensure the works are executed in accordance with the applicable regulations and the contract's requirements.

The contractor is also responsible for systematically checking the work/deliveries of subcontractors and suppliers covered by the contract. The Norwegian Defence Estates Agency's contractual partner must ensure this contract's quality assurance requirements apply to its contractual partners down the contract pyramid.

1.2 Quality plan

A project specific quality plan must be prepared. The quality plan may, in relevant sections, refer to the contractor's quality system, as well as the building authority's requirements for the execution plan. The quality plan must be submitted to the builder by no later than four weeks after the contract is signed.

1.3 Inspection plans

The contractor shall prepare project specific inspection plans for both routine and special quality inspections that must be conducted to verify that the contract's requirements, applicable official legal requirements, as well as the quality plan, have been satisfied.

The inspection plans must, as a minimum, state:

- Area (discipline/function/part/...)
- Activity/checkpoint (operation/delivery/service/...)
- Basis for inspection (requirement/reference/...)
- How (procedure/checklist/...)
- Date (fixed routine/deadline/milestone/...)
- Responsible (execution/approval/...)
- Notification (builder/authority/...)
- Documentation (documentation requirements)

Inspection plans must be submitted to the builder by no later than four weeks after the contract is signed.

The builder will specify on the contractor's inspection plans the activities/checkpoints the builder must participate in and report this back to the contractor.

Verification takes place through the conducting of inspections in accordance with the inspection plans. The contractor must document that inspections have been conducted and that the results are in accordance with the specified requirements. Nonconformities must be registered and reported.

The inspection plans must be kept up-to-date during the entire term of the contract and status must be reported each month in the monthly report.

Documentation of quality control in the form of records (completed inspection plans with checklists/inspection forms) must be filed at the contractor during the entire building and warranty period, and be included in the MOM documentation where necessary.

1.4 Nonconformity management

The contractor must assess the consequences of any nonconformities and report how it proposes to deal with the nonconformity. Nonconformities must result in corrective measures to prevent repetition.

1.5 Audits

The Norwegian Defence Estates Agency has the right, after a reasonable deadline, to conduct an audit of the contractor's follow-up of the quality plan and inspection plan, including the execution of contract work, the production process, accounts, etc. The builder also has the right to be present at internal and external audits that the contractor conducts itself with respect to its agents and independent contractors and subcontractors.

2 SCHEDULING, COST CONTROL AND REPORTING

2.1 Scheduling requirements

2.1.1 Planning levels

The project's schedules are organised as a plan hierarchy consisting of different levels where there must be correspondence between the plans for the various levels.

- Level 1: The builder's main schedule for the entire project.
- Level 2: The contract schedule for the individual contractor.
- Level 3: Detailed management plans based on level 2 contract schedules.

2.1.2 Builder's main schedule (level 1)

The builder's overall schedule for all parts and phases of the project, ref. Part III-A.

2.1.3 The contract schedule (level 2)

The contractor shall, not later than four weeks after the contract is signed, deliver a schedule that covers the contract work, ref. NS 8405 section 18.1 (NS 8407 section 21.2 for design and build contracts).

The schedule must be detailed down to a level that makes it possible to show all main activities in progress on the various building fronts. The schedule must also show important logistical relationships in the project execution. This means that the schedule should be grouped by building section/axis, floor and discipline. Furthermore, the contract schedule must show the contractor's and subcontractors' activities during the term of the contract such that these cover the complete scope of the work for the contract, including any engineering, purchasing, fabrication, assembly, construction, testing and final documentation.

The schedule must show all contractual milestones. Ordering and delivery milestones for all major/critical purchases must be shown. Interfaces with other parties (e.g. technical infrastructure, building management system, etc.) must be identified where relevant. The schedule must show the project's critical path.

The schedule must be detailed down to a level that makes it possible to show all activities that will take place on a weekly basis.

The schedule must be adjusted to the extent necessary in line with the contract's coordination rules.

The schedule must be shown as an ordinary Gantt chart with text and tables on the left and a diagram, in an appropriate scale, on the right.

2.1.4 Detailed management plan (level 3)

The contractor must, on the basis of the contract schedule (level 2), possibly adjusted due to coordination, establish and maintain a detailed management plan (level 3). This must be submitted no later than four weeks after the contract is signed. The management plan describes the contract schedule in detail (level 2) and must be detailed down to a level that makes it possible to show all activities that will take place on a weekly basis. The detailed management plan must be agreed and approved by the builder and will form the basis for detailed reporting.

The schedule must be shown as an ordinary Gantt chart with text and tables on the left and a diagram, on a weekly basis, on the right.

2.1.5 Other plans

Document plan

The contractor must deliver a document plan no later than four weeks after the contract is signed. This document plan must contain an overview of all engineering documents that the contractor will produce, with an indication of the date for each document.

The document plan is both the contractor's document register and its most detailed schedule for document production. The plan may be created as an Excel spreadsheet, or in another appropriate tool, and sorted by contract - installation element - document code.

Document plan (additional requirements for design and build contracts)

The design and build contractor must prepare and maintain a document plan that includes technical documents and engineering materials that it is responsible for preparing.

The document plan must contain planned, actual and predicted dates for important milestones in document production. The document plan must also contain information about the documents that must be submitted to the builder for its information or approval.

The document plan must be available for the builder's approval no later than four weeks after the contract is signed.

Staffing plan

The contractor must deliver a staffing plan no later than four weeks after the contract is signed. The plan must be agreed with the builder and frozen as a basis for reporting actual staffing in relation to planned staffing. Working hours arrangements and planned holidays must be described in connection with the staffing plan. The contractor must establish staffing plans that show the planned and actual staffing per discipline and overall for the works.

2.1.6 Revision of plans

If actual progress deviates from the applicable plans to such a degree that they no longer constitute an appropriate basis for reporting against, the builder may demand that the plans be revised. If the plans are revised, the contractor must deliver supporting documentation that clearly shows which parts of the plan have been revised and the consequences of this with respect to achieving the project's milestones, as well as how it affects the critical line and lag. The revisions must be approved by the builder.

2.1.7 Requirements for planning tools

The contractor must use recognised planning tools, such as Microsoft Project or similar. In addition to ordinary paper copies, the contractor must present and submit its plans and progress reports electronically if the builder so requires. The builder can require the contractor to use eRoom/a project hotel.

2.1.8 Progress reporting

Monthly report

As part of the monthly report described in section 2.3.2, the contractor must report the progress status of works with the aid of a front line on the schedule (level 2).

Construction meetings/builder meetings

The contractor must report the progress status of the works on a detailed management level (level 3), or (level 2) if this is agreed.

2.2 Cost control requirements

The contractor must, as part of the monthly report, report on the following key figures for cost status:

- Original contract sum
- The value of approved variations

- The value of disputed variations
- The value of any variation proposals under consideration
- The value of any quantity adjustments
- Planned and actual production for the period and cumulative to status date
- Billed for the period and cumulative to status date
- Production forecast for next month

2.3 Reporting requirements

2.3.1 General information

Appendix 1 describes the Norwegian Defence Estates Agency's requirements for deadlines and frequency of reporting.

2.3.2 Monthly report

The contractor must prepare a monthly report that describes the cost status, progress status, status of quality assurance, important events, and matters that require the clarification of the builder. The standard reporting template is shown in Appendix 2.

"Monthly summary report for SHW and external environment" form, ref. Part III-B, section 4.1, must be enclosed with the monthly report.

Unless otherwise is agreed, the last Sunday of the month will be the status date for collecting data for monthly reports.

2.3.3 Construction meetings (only for contracts pursuant to NS 8405)

The builder will hold a construction meeting every fourteen days, unless otherwise is agreed. The contractor may convene construction meetings if it believes there is a need to do so.

The contractor must report on the status of progress, staffing, costs and variations in construction meetings. SHW shall be a regular item on the agenda.

The builder shall keep minutes of what is discussed in construction meetings.

2.3.4 Meetings in design and build contracts (only for contracts pursuant to NS 8407)

Builder meetings (NS 8407, section 4.2)

Builder meetings shall be held every second week, unless the builder decides otherwise. Minutes shall be kept by the builder or the person it appoints. NS 8407, section 4.2, paragraph one, last point, is omitted.

The design and build contractor must report on the status of progress, staffing, costs and variations in builder meetings. SHW shall be a regular item on the agenda.

The design and build contractor has, to the extent the builder so wishes, a duty to review the available engineering materials and execution by the builder, especially with a view to clarifying and elaborating on the builder's function and quality requirements.

Meetings with agents and independent contractors (NS 8407, section 4.3)

The builder shall receive invites to engineering and subcontractor meetings (including construction meetings, progress meetings, etc.) and shall have an opportunity to participate in these meetings. The design and build contractor shall keep minutes of the meetings and the builder's representative shall always receive a copy of the meeting minutes.

Engineering meetings shall be held every fourteen days, unless otherwise is agreed. The builder shall have the right to attend meetings.

Subcontractor meetings must be held every fourteen days during the construction period, unless otherwise is agreed. Regular progress/coordination meetings must also be held, as must the necessary special meetings.

2.3.5 Other meetings

The builder may decide that other meetings must be held, such as separate monthly meetings.

2.4 Variation agreements

Variations must be formalised by separate variation agreements before they are implemented. This applies both when the variation has financial and/or progress related consequences

The builder's representative must issue/sign variation agreements.

3 BILLING

3.1 Introduction

Separate invoices must be sent for the following:

- Contract works (instalment invoices)
- Variation works
- Wage and price rises
- Final invoice

See section 3.5 below for the requirements stipulated for the various invoice categories.

The Norwegian Defence Estates Agency's payment terms are 28 days after receiving an invoice.

3.2 Invoice requirements

All invoices must be marked "Resource no. 55681" (five digits) for the recipient of the invoice. This resource number must be stated under "Your reference" on the first page of the invoice.

The invoice's description field must state the following information: "Project no. 2485165" and "Contract no. 480448". The description field must also contain information about the services/deliveries the invoice concerns. The invoices must be specified and documented such that they can be checked by the Norwegian Defence Estates Agency.

Any missing or incorrect marking of invoices will result in the invoice concerned being returned with a message saying a new correctly marked invoice must be sent.

3.3 Electronic invoices

It is a requirement for all agreements entered into after 1 July 2012 that the designers submit invoices (and any credit notes) electronically such that the Norwegian Defence Estates Agency receives the document in line with the 'electronic trading format' (EHF). See www.ehandel.no for further information.

3.4 Invoice address (for paper invoices only)

All paper invoices for the Norwegian Defence Estates Agency must be sent to the follow address:

Forsvarsbygg fellestjenester regnskap
Postboks 4394
N-2308 Hamar

3.5 Requirements for the various invoice categories

Instalment invoices with appendices:

Measurements and other documentation necessary for the builder's inspections must be appended. Invoice appendices must be set up based on the contract's unit prices and quantities executed as per the status date. The appendix shall comply with the specification in the tender documentation with a breakdown per item (quantity and price).

The first page of the invoice shall show:

- Total cumulative production value in accordance with executed amounts and prices.
- Total cumulative in accordance with the previous instalment invoice.
- Total amount during the period.

The invoice amount for the period amounts to the total amount less the retention amount and any advance deductions.

Invoices for variation works

Invoices for variation works must be specified in the same way as instalment invoices. Reference must be made to the variation agreement.

In the case of works that are executed as per account rendered, wages lists or time sheets, material bills, surveyor's certificates of measure, etc. must also be appended.

Wage and price inflation invoices

In the case of agreed wage and price inflation invoices, calculations for this must be conducted on the basis of the same periods as instalment invoices. The calculation must appear on the wage and price inflation invoice.

4 LANGUAGE

All documents, meeting minutes, etc. shall be presented in Norwegian; verbal descriptions and presentations must also be given in Norwegian.

5 SECURITY CLEARANCE AND ACCESS TO MILITARY INSTALLATIONS

(Alternative 1 applies if there is no check mark.)

- Alternative 1: Security clearance is not required for access to the location or installation:
 - Prior to the delivery/visit, the guard must be told the name of who is coming and the name of who will receive them. The guard will then call to check that the delivery/visit is expected and that it will be received.
- Alternative 2: Everyone requires security clearance to access the location or installation:
 - Security clearance is conducted on the basis of criteria administered by the Norwegian National Security Authority. Applications must be submitted on special forms issued by this agency. (It is important for processing times that these forms are completed accurately).
 - The forms can be requisitioned from the Norwegian Defence Estates Agency. The normal processing time for Norwegian citizens is a minimum of four weeks. A processing time four-twelve months must be expected for foreign citizens.
 - Once security clearance has been approved by the Norwegian National Security Authority, an application can be submitted for an access card for the person. This must be submitted to the Norwegian Defence Estates Agency.
 - All personnel must wear, at all times and in an easily visible place, the access card issued by the special military unit in which the work is taking place. The issuing of an access card is conditional on the person having valid security clearance.

6 CONTRACTOR CLEARANCE OR APPROVAL/AUTHORISATION OF CONTRACTOR

(Alternative 1 applies if there is no check mark.)

- Alternative 1: The documents in this project are UNCLASSIFIED and no contractor clearance or approval/authorisation of the contractor is required.
- Alternative 2: In this project, the contractor must be capable of handling documents classified as RESTRICTED on the contractor's premises.
- Alternative 3: In this project, the contractor must be capable of handling documents classified as CONFIDENTIAL or higher on the contractor's premises.

The requirements the contractor must satisfy for the various security classifications are set out in Appendix 2. The contractors must bear all of the costs for the activities described, such that the requirements for processing security classified information are satisfied. The Norwegian Defence Estates Agency must bear its own costs in connection with contractor clearance and the approval/authorisation of contractors.

In the case of classified contracts, the Norwegian Defence Estates Agency will, within one week of signing the contract, send a security plan that covers security matters.

7 INFORMATION - PUBLICITY

7.1 Guidelines for information

The contractor has a duty to apply for the prior consent of the builder for public presentations/coverage of contractual relationships/the builder/the project/buildings/construction executed for the Norwegian Defence Estates Agency. Projects that are subject to military classification may only be covered in accordance with the security plan especially prepared for such classified projects.

The contractor may not speak to the media on behalf of the builder and must refer all media enquiries to the builder's project manager or contact person. Enquiries concerning access to documents (requests for access) must immediately be referred/forwarded to the builder's project manager or contact person.

7.2 Guidelines for company publicity

The contractor has a duty to apply for the prior consent of the builder for presentations/coverage of the project/Norwegian Defence Estates Agency/building/construction executed for the Norwegian Defence Estates Agency.

Approval can normally be given for coverage and picture presentations of buildings/installations that are not covered by military security classification in annual reports, newspaper/magazine articles and so on where it is clearly stated that the Norwegian Defence Estates Agency is the principal/builder.

Approval will normally not be given to use pictures and text about projects/buildings/installations executed for the Norwegian Defence Estates Agency for promotional adverts, promotional articles, Christmas cards and so on in a company's name.

If the company wants to use the Norwegian Defence Estates Agency as a reference, the Norwegian Defence Estates Agency's project manager or contact person must be asked in advance and quality assure the content.

8 TOPPING-OUT CEREMONY

The contractor will hold a simple, alcohol-free, topping-out ceremony. Unless otherwise is agreed, the builder may participate in the topping-out ceremony with up to 10 people.

Appendix 1 – Reporting to the builder

In connection with signing the contract/commencement of the works:

Delivery	Ref.	Schedule/frequency
Proof of membership in Grønt Punkt Norge AS or an equivalent scheme	Part III-B section 3.3.11	Upon signing the contract
Health and environmentally hazardous substances and products	Part III-B section 3.3.5	14 days after signing the contract
Project-specific quality plan	Part III-D section 1.2	4 weeks after signing the contract
Inspection plans for quality assurance	Part III-D section 1.3	4 weeks after signing the contract
Schedule (level 2)	Part III-D section 2.1.3	4 weeks after signing the contract
Detailed management plan (level 3)	Part III-D section 2.1.4	4 weeks after signing the contract
Document plan (<i>design and build contracts only</i>)	Part III-D section 2.1.5	4 weeks after signing the contract
Staffing plan	Part III-D section 2.1.5	4 weeks after signing the contract

Periodic reporting:

Delivery	Ref.	Deadline/frequency
Inspection plans for quality assurance	Part III-D section 1.3	Monthly report
Schedule (level 2)	Part III-D section 2.1.3	Monthly report
Detailed management plan (level 3)	Part III-D section 2.1.4	For each construction meeting/builder meeting
Staffing plan	Part III-D section 2.1.5	For each construction meeting/builder meeting
Monthly summary report for SHW and external environment	Part III-B section 4.1	In as appendix to monthly report (The report for December shall state the cumulative status in the form of an annual report).
Health and environmentally hazardous substances and products	Part III-B section 3.3.5	Quarterly
Waste accounts	Part III-B section 3.3.1	Quarterly

In connection with concluding the works:

Delivery	Ref.	Deadline/frequency
MOM documentation and other final documentation	Part III-C	Three weeks before take over (three weeks before the final inspection if a trial operation period has been agreed)

Appendix 2 – Monthly report contractor

Monthly report contractors			
Date:		Company:	
Contract no.:		Project manager at contractor	
Project number at contractor		Principal's project manager	
Cost control			
Original contract sum:			
The value of approved variations:			
The value of disputed variations:			
The value of any variation proposals under consideration:			
The value of quantity adjustments:			
	In period	Cumulative	
Planned production:			
Actual production:			
Billed:			
Production forecast for next month:			
Progress			
The contractor shall, as part of the monthly report, append the progress status for the works with the aid of a front line on the schedule (level 2).			
Progress is in accordance with the plan (level 2): <input type="checkbox"/> Yes <input type="checkbox"/> No If no, describe nonconformities and any measures:			
Quality assurance			
Inspections have been conducted during the period in accordance with the inspection plan: <input type="checkbox"/> Yes <input type="checkbox"/> No If no, state reason:			
The inspections have uncovered significant errors/nonconformities: <input type="checkbox"/> Yes <input type="checkbox"/> No If yes, ...?			
Environmental reporting			
The quarterly report on any use of health and environmentally hazardous substances and products has been appended: <input type="checkbox"/> Yes <input type="checkbox"/> No If no, state reason:			
The quarterly waste report has been appended: <input type="checkbox"/> Yes <input type="checkbox"/> No If no, state reason:			
Important events			
Important events previous period:			
Important events coming period:			
Clarifications			
Matters that require the builder's clarification:			

Appendix 3 – Requirements for contractor clearance

Approval/authorisation of contractors for RESTRICTED level

Entails:

- The contractor being subject to the Security Act and regulations.
- The contractor being contacted by and receiving guidance from the Norwegian Defence Estates Agency (NDEA).
- The contractor having to establish a security organisation and routines for the reception and processing of classified information. The contractor having to prepare security documentation (the contractor will receive templates for some of the documents from the NDEA). Obtaining confidentiality declarations, conducting authorisation conversations and authorising relevant personnel, as well as preparing authorisation lists.
- The contractor must define its premises into controlled, protected and locked areas. The premises must be secured in accordance with the provisions. Classified information must be stored in lockable storage units and handled in protected and/or locked areas.
- Any information systems (PCs) must be approved by the NDEA. The information system may not have external lines/connections.

The contractor must cover all costs in connection with the approval/authorisation, unless otherwise is agreed with the NDEA for the project. Examples of costs include procuring PCs and software, procuring of cabinets, securing protected areas or building protected areas because the contractor has an open plan office.

A security agreement will be entered into with the contractor who undertakes, among other things, to:

- comply with the Security Act and regulations
- not disclose classified information to a third party
- only use authorised personnel
- not disclose the approval/authorisation on the internet or in marketing
- only use approved information systems (PC)
- cover all expenses in connection with the approval/authorisation
- return all classified information once the procurement has ended or if they are not engaged in the procurement
- report changes in connection with company name, general manager or premises
- report any debt settlement proceedings or bankruptcy

Approval /authorisation is issued for each classified procurement and cancelled once the procurement has ended.

If a main contractor is going to use subcontractors in a classified procurement, the main contractor must contact the project security manager. If the subcontractor will handle, store or produce classified information at a level of RESTRICTED on its premises, it must be approved/authorised by the NDEA.

Clearance of contractors to CONFIDENTIAL or higher level

Entails, in addition to the requirements for the level of RESTRICTED:

- The contractor providing information about any foreign ownership interests, projects abroad and business interests that people on the contractor's board of directors and executive management team have abroad. It must also provide an overview of the board of directors, executive management team, foreign citizens, and provide a sketch/layout of the premises it envisages using for the classified procurement.
- The Norwegian National Security Authority investigating the contractor and the Norwegian Defence Estates Agency (NDEA) conducting an initial inspection at the contractor.

- The contractor having to establish a security organisation and routines for the reception and processing of classified information. The contractor having to prepare security documentation (the contractor will receive templates for some of the documents from the NDEA). Presenting requests for security clearance for relevant personnel, obtaining confidentiality declarations, conducting authorisation conversations and authorising relevant personnel, as well as preparing an authorisation list.
- Classified information must be stored in approved storage units.

A contractor clearance is issued for each classified procurement and cancelled once the procurement has ended. A contractor may have more than one contractor clearance at a time. The Norwegian National Security Authority is the clearing agency.

The NDEA will inspect the contractor at least every eighteen months for as long as the procurement lasts.

If a main contractor is going to use subcontractors in a classified procurement, the main contractor must contact the project security manager. If the subcontractor will handle, store or produce classified information at a level of CONFIDENTIAL or higher on its premises, contractor clearance must also be obtained for them.