

## **APPENDIX D ADMINISTRATION REQUIREMENTS**

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## 1 GENERAL

Contractor shall manage the Work and deliver the Deliverables in accordance with the Administration Requirements set forth in this Appendix D and in compliance with all other parts of the Contract.

## 2 DEFINITIONS AND ABBREVIATIONS

In this Appendix D, the words and expressions established as definitions in Conditions of Contract and in other Appendices shall have the same meaning as assigned to them in such Articles and Appendices. The same shall apply for abbreviations.

In addition, the definitions and abbreviations contained in this Appendix D shall have the following meaning assigned to them.

### 2.1 Definitions

Company Information means any information that the Contractor gets access to from Company or an appointee in connection with the performance of the Contract, including but not limited to personal data and Company data.

HSE means Health- and Working Environment, Safety, Security, Human rights and Environment

IOGP means International Association of Oil and Gas Producers

UN GHS means United Nations Globally Harmonized System of Classification and Labelling of Chemicals

World Bank EHS guidelines means World Bank's Environmental, Health and Safety guidelines

OSPAR means Oslo Paris Commission

Concession means a written permission to use or release a product that does not conform to specified requirements

Deviation permits means permission to depart from the originally specified requirements of a product or service prior to realization

Integrated Operations (IO) means a way of working based on the interaction between man, technology and organisation (MTO) focusing on effective collaboration and utilisation of data, competence and experience across functions and organisations independent of locations

Key Personnel means Contractor's personnel identified as Key Personnel in the Contract.

Nonconformity means non-fulfilment of a requirement. A requirement is a need or expectation that is stated, generally implied or obligatory

Quality Deviation means type of Nonconformity related to undesirable events or defects that require rework, repair, scrap and similar corrections with direct or indirect impact on cost and/or schedule.

Quantity Measurement means the measurement derived from the provisions of Appendix B

Quality Records means documents stating results achieved or providing evidence of activities performed

Quantity Update means Contractor's update of its quantity estimate

Verification means confirmation, through the provision of objective evidence that specified requirements have been fulfilled (i.e. review, examination, validation, inspection or test)

Audit means systematic, independent and documented process for obtaining objective evidence and evaluating it objectively to determine the extent to which the Audit criteria are fulfilled.

Subcontractors and their contractors means all parties other than Contractor performing part of the Work and includes all levels in the subcontracting chain

## 2.2 Abbreviations

|       |                                                     |
|-------|-----------------------------------------------------|
| CBL   | Contract Baseline                                   |
| CBS   | Contract Baseline Schedule                          |
| CFS   | Contract Forecast Schedule                          |
| CDS   | Contract Detailed Schedule                          |
| CDWS  | Contract Detail Work Element Schedules              |
| CMS   | Contract Master Schedule                            |
| HOCNF | Harmonised Offshore Chemical Notification Formulate |
| MCCR  | Mechanical Completion Check Record                  |
| MDR   | Master Document Register                            |
| IFC   | Issued for Construction                             |
| ITP   | Inspections and Test Plans                          |
| LCI   | Life Cycle Information                              |
| QCBS  | Quantity Control Breakdown Structure                |
| QM    | Quantity Measurement                                |
| QMS   | Quantity Measurement System                         |
| QCBS  | Quantity Control Breakdown Structure                |
| QU    | Quantity Update                                     |
| SDS   | Safety Data Sheets                                  |
| SCCS  | Standard Cost Coding System                         |
| VO    | Variation Order                                     |
| VOR   | Variation Order Request                             |
| WBS   | Work Breakdown Structure                            |

## 2.3 Methods, systems, routines and procedures

In the implementation and administration of the Contract, Contractor shall use its own internal methods, systems, routines and procedures. However, Contractor shall adapt its methods, systems, routines and procedures to comply with Company's requirements in this Contract.

Contractor shall seek for digital solutions where possible. Company shall at all time have access to Contractor's data produced under this Contract. The exchange of data between Company and Contractor shall seek to be as effective and digital as possible.

When Contractor performs Work on Company's vessels or Company's Sites; Company's methods, systems, routines and procedures shall be adhered to.

### **3 CONTRACTOR'S ORGANISATION**

#### **3.1 Organisation**

Contractor shall establish and support a dedicated organisation including all necessary resources to supervise and execute the Work.

Contractor shall establish clearly defined responsibilities and job descriptions for all personnel performing parts of the Work. All personnel shall be briefed to fully understand their functions, roles and responsibility.

Contractor shall at any time be able to document that "up to date" files complete with organisation charts, job descriptions and resumes of all Key Personnel are maintained.

Contractor's organisation chart is included in Annex 3 – Contractor's Organisation Chart hereto. Contractor shall update and maintain the organisation chart throughout the Contract duration.

The organisation chart shall include:

- Names and positions and areas of responsibility
- Identification of Key Personnel
- Links to, and organisation chart of Subcontractors and their contractors

If the Contract contains requirements for personnel with specific qualifications, Contractor shall describe how Contractor will ensure that such personnel are available.

Contractor's Key Personnel are defined in Annex 2 - Key Personnel hereto.

#### **3.2 Competence requirements**

Contractor's personnel shall meet all competence requirements necessary to perform the Work.

Personnel responsible for managing Audit programme(s) and conducting management system Audits on behalf of Contractor shall be able to document their competence in accordance ISO 19011 "Guidelines for auditing management systems" (latest edition).

Contractor is responsible for planning and implementation of all training and courses required by the Contract. Training activities may include Company specific courses relevant for the Work.

#### **3.3 Required training before departure to Company's offshore installations**

Only Applicable if Contractor is on Company's offshore installations.

##### **3.3.1 Work permits/ safe job analysis**

For all personnel dealing with work permits (WP) and safe job analysis (SJA) mandatory training in work permits and safe job analysis shall be completed and documented upon arrival at mobilisation place, where applicable.

The training programme is available on: <http://www.samarbeidforsikkerhet.no> (approx.1-2 hours).

### **3.3.2 Process oriented management – Aris**

Contractor shall complete the e-learning programmes listed below before departure to Company's installations, where applicable. Verification of e-learning programmes will be a part of the check in procedures at the heliports.

1. "Intro process oriented management" (approx. 30 min)
2. Management System – introduction for all (approx. 30-40 min)

The e-learning programmes are available in

## **4 CONTRACTOR'S AUDIT AND VERIFICATION PROGRAMME**

Contractor shall establish, implement and maintain an Audit and Verification programme(s) to manage the risk of own and Subcontractors and their contractor's activities for the Work in accordance with the principles and guidelines in ISO 19011 "Guidelines for auditing management systems" (latest addition).

Contractor's programme (s) for Audits and Verifications, shall be submitted to Company for review and comment. Design verifications and inspection- and test plans, if relevant for the Work, shall be included in the Audit and Verification plan.

The complete overview of all Audit and Verification activities, including design verifications, shall be updated on a regular basis. This overview shall include actions from these activities in a searchable format. Activities and actions related to working environment or safety shall be marked separately.

Company shall have the right to participate in the planning of, and participate as an observer in, any Audit or Verification activity related to the Work.

Company shall be given minimum ten (10) days' notice prior to any Audit or Verification activity by Contractor.

## **5 COMPANY'S AUDIT AND VERIFICATION RIGHTS**

Company shall have the right to perform Audit and Verification activities towards Contractor and Subcontractors and their contractors throughout the duration of Contract.

Audits and Verifications carried out by Company shall not relieve Contractor of its responsibility for the Work.

Company shall give minimum ten days' notice to Contractor prior to any Audit and Verification activity.

Contractor shall provide the facilities and assistance required for the execution of Audit and Verification by Company.

Contractor shall advise action(s) and planned completion date(s) for any Audit or Verification findings within ten days of being identified by Company. Closing of findings shall be documented.

Contractor, Subcontractor and their contractors shall bear their own costs related to Audits and Verifications carried out by Company.

## **6 HEALTH- AND WORKING ENVIRONMENT, SAFETY, SECURITY, THE ENVIRONMENT AND HUMAN RIGHTS (HSE)**

### **6.1 General requirements**

Contractor shall have implemented an integrated HSE management system (HSE-MS) based on international accepted standards.

The HSE-MS shall be appropriate to the complexity of Contractors activities and in accordance with the main principles in ISO 9001, ISO 14001, ISO 45001, ISO 27001, UN Guiding Principles on Business and Human Rights, and the expectations in IOGP 510 OMS Framework, latest versions.

#### **6.1.1 *Interface between Contractor and Company's HSE-MS***

Contractor shall execute the Work under its own HSE-MS. Contractor shall identify and control interfaces between Contractor's and Company's HSE-MS in addition to other interfacing parties including Subcontractors and their Contractors. All identified interfaces shall be controlled by the contract specific HSE programme.

#### **6.1.2 *Conditions affecting the HSE qualification status***

Conditions which may have effect on Contractor's current HSE qualification status shall immediately be reported to Company. Such conditions are, but not limited to:

- changes in management system,
- changes in Key Personnel or ownership of the enterprise/business,
- changes in level of competence, or
- the availability of resources which may affect execution of the Work

### **6.2 Breach of Security, Safety and/or Working Regulations**

Any breach of security, safety and/or working regulations in this Contract, entitles Company the right to demand removal and replacement Contractor's employee (including Subcontractors and their contractors).

#### **6.2.1 *Prohibition notices and demands for improvement***

Any prohibition notices and demands for improvement imposed on Contractor by government authorities shall be reported to Company without undue delay. Should a complaint be filed under HSE legislation against Contractor while performing the Work, this shall be reported to Company without undue delay

### **6.3 Company's HSE Requirements**

#### **6.3.1 *General***

Contractor's senior management shall conduct regular visits to the relevant Sites.

Contractor shall actively train and encourage personnel to intervene on unsafe behaviours and situations and report on deviations from procedures, plans and expectations. Note that personnel include Subcontractor and their contractors.

High risk occupational groups and areas identified in the risk assessments shall be given special focus.

### **6.3.2 Contract specific HSE plan/program**

Contractor shall develop a specific HSE plan for this Contract, and shall describe the following minimum requirements:

- The Contract HSE objectives and how Company and Contractor's HSE objectives shall be met, as well as activities and measures in order to manage and mitigate all HSE risks associated with the Work, including Subcontractors and their contractors
  - Mitigating measures as decided in the risk assessments to manage significant health and working environment (including human factors)-, safety-, external environment-, emergency response-, security- and human rights risks and impacts. Note: The Contract specific risk assessments and registers with mitigating measures shall be included in the contract specific HSE-plan.
  - A systematic approach to avoid incidents with falling objects. Best practices from DROPS (<http://www.dropsonline.org>) or similar may be used.
  - Actions and mitigating measures plan with responsibilities and deadlines

### **6.3.3 Emergency situations**

Contractor shall have established an emergency organisation in compliance with requirements in this Contract and according to local requirements.

Contractor is responsible to notify next of kin of Contractor's employees and to ensure that notification is brought to next of kin of Subcontractor's and their contractor's employees.

Contractor shall operate a 24-hour telephone number for reporting emergency situations. Contractor shall give Company information specifying Contractor's company name, address and a 24-hour telephone number.

Contractor shall not notify or give any information to the media or other units or people without Company's prior consent.

### **6.3.4 Security**

Contractor shall establish and maintain a system for the identification, assessment and mitigation of security risks. Contractor's security management system shall be based on international standards, e.g. ISO, IOGP, and shall as a minimum cover:

- Personnel security (i.e. identification, verification of personnel, travel security etc.)
- Physical security (physical security measures, fences, detection surveillance etc.)
- Information- and cyber security (safeguarding company information and systems)
- Security incident response and reporting (reference is made to section 6.3.3 and 6.3.5)
- other actions or omissions by Contractor's personnel or Third Parties which are performed with intent to harm Company's personnel, activities or reputation.

The security management system shall consider people, process and technology.

Contractor's security measures which protect Company against intended harm at a normal threat level shall be supplemented by Contractor with appropriate additional security measures if the threat level or occurrences of security incidents of potential relevance to the Work indicate that the possibility of harm has increased.

Contractor shall establish and maintain a system for handling Company Information which corresponds to Company's sensitivity classification of such information. Upon Company's request, Contractor shall establish additional measures to protect Company Information if Company deems it necessary.

Platforms used for exchanging information between Company and Contractor shall have controls in place to prevent exposure of Company or Contractor information not relevant to the Work performed.

Contractor shall ensure that any access granted to its personnel to Company Information is managed in accordance with Company's instructions.

Contractor shall ensure that its personnel have sufficient training and understanding of information security and cyber security threats.

Contractor shall ensure that the identity of personnel involved in the performance of the Contract has been properly verified (by manual or automated control), and that such personnel's qualifications have been confirmed.

Contractors shall have a dedicated point of contact for security issues and shall require that its Subcontractors, insofar involved in the performance of the Contract, have the same.

Contractor shall comply with the International Ship & Port Facility Security Code (ISPS Code) where required.

### **6.3.5 Notification and reporting of HSE incidents**

Contractor shall comply with all requirements of the Contract for notification and reporting HSE incidents. Incident notification and reporting procedure including the clarification of reportable and recordable incident shall be prepared and agreed with Company as a basis for the HSE incident reporting. Interfaces and potential gap towards Company's classification and categorisation of incidents shall be clarified and routines for ensuring compliance shall be established.

Contractor shall notify and report actual and potential incidents related to health- and working environment, safety, security, human rights and the environment. In cases of doubt Company shall be contacted.

- Serious HSE incidents shall be notified to Company without undelay (day and night) and followed up with a written report within reasonable time after the incident.
- Potential serious HSE incidents shall be notified to Company as soon as possible (within working hours) and followed up with a written report as soon as reasonable possible.

Incidents involving sensitive information should be treated with appropriate confidentiality and anonymise as necessary.

The degree of seriousness shall be set based on the estimated potential consequence. The most serious individual consequence will determine the degree of seriousness of the HSE incident, and shall be decisive for Contractor's notification and reporting to Company and further follow-up.

Contractor shall perform regularly trend analysis of reported HSE incidents. The analyses shall be submitted to Company upon request.

Company will assess whether Contractor's Subcontractors and their contractors shall be included in the HSE account and reporting to Company.

#### **6.3.5.1 Incident investigation requirements**

Investigations of undesirable incidents at Contractor's own facilities or in its own organisation:

- Contractor has the responsibility for the investigation.

- Company will assess whether to take part in the investigation of undesirable incidents.
- Company to assess initiation of parallel investigation

Contractor shall give Company access to all parts of the investigation report and the related material. The investigation report and related material shall be in a format that is suitable for sharing with Company, i.e. protects privacy.

### **6.3.6 Requirements for Safety, Health- and Working Environment**

#### **6.3.6.1 Health service**

Contractor and its Subcontractors and their contractor' s personnel shall have access to a health service according to applicable regulations and as a minimum covering first aid treatment.

#### **6.3.6.2 Alcohol and drugs**

Company has zero tolerance for use of alcohol and/or drugs during performance of Work. Any use of alcohol or drugs shall be strictly forbidden while carrying out Work in accordance to Contract.

Pharmacological use of medical drugs shall only take place in accordance with written and signed instructions given by a medical practitioner. Personnel found to be under influence of alcohol and/or drugs shall be denied access to Site.

#### **6.3.6.3 Preventing Substance Abuse**

Contractor shall work systematically to prevent and expose substance abuse by its own employees and the employees of Subcontractors and their contractors. Contractor shall have formal procedures for dealing with substance abuse by its own personnel, and ensure that Subcontractors and their contractors have corresponding procedures.

#### **6.3.6.4 Working hours**

Contractor shall establish and maintain a system for the monitoring and control of shift plans and working hours of all personnel according to the requirements in this Contract and according to local requirements.

Upon Company's request Contractor shall be able to verify compliance with the regulations concerning working hours, leisure and necessary time off as compensation for overtime.

#### **6.3.6.5 Chemical management**

Contractor shall have a system in place to manage HSE hazards and risks associated with the use of chemicals. The chemical management system should as a minimum include the following requirements:

- comply with relevant license(s)/ permit(s), and
- document and report chemicals, including new chemicals or new usage, and
- evaluate and classify chemicals, and
- perform risk- and substitution assessments, and
- implement effective mitigating measures.

Upon Company's request Contractor shall be able to verify and document its compliance with the regulations concerning use of chemicals.

Contractor shall make available to Company:

- chemical hazard documentation to a minimum according to the UN GHS standard (latest revision),
- ecotoxicology information equivalent to the World Bank EHS guidelines
- ecotoxicological hazard documentation for chemicals discharged to the marine environment according to the OSPAR Harmonised Offshore Chemical Notification Format (HOCNF) or similar internationally recognized system.

#### **6.3.6.6 *Radioactive Sources***

Transportation, storage and use of radioactive sources shall comply with all relevant national rules and regulations. Contractor shall also be responsible for obtaining the necessary permissions for transportation, storage and use of radioactive sources.

#### **6.3.6.7 *Personal Protective Equipment (PPE)***

Contractor shall provide correct PPE and ensure that all its personnel performing the Work are equipped with and make use of correct PPE during the Work. PPE shall be maintained in good condition or replaced by Contractor.

Required PPE shall as a minimum consist of helmet, safety glasses, protective shoes, gloves, coveralls, hearing protection and/or breathing masks, where deemed necessary.

#### **6.3.6.8 *Employee Safety Representative***

Contractor shall establish an employee safety representative scheme in accordance with local authority requirements, this Contract and Contractor's own requirements. Contractor shall establish a plan describing how Contractor shall fulfil these requirements.

### **6.3.7 *External Environment***

Contractor's environmental management system shall be in accordance with ISO 14001 (latest version).

Contractor shall identify environmental aspects that may cause environmental impact(s) and identify and implement mitigating measures. Energy consumption shall be identified as an environmental aspect.

## **6.4 *Work at Company's Site***

### **6.4.1 *General***

Contractor shall execute the Work under Company's HSE-MS when performing Work at Company's Site.

Contractor shall ensure that Subcontractors and their contractors comply with Company's policies and requirements.

### **6.4.2 *Emergency preparedness***

If a serious security incident or an emergency should arise Company will notify Contractor's contact point who shall be available 24-hours. Contractor is responsible to notify next of kin of Contractor's employees and ensure that notification is brought to next of kin of Subcontractor's and their contractor's employees.

In the case of an emergency Contractor's personnel will normally be demobilized by Company at the same location as they have been mobilized from.

#### **6.4.3 Work permits and identification**

Contractor shall ensure that all personnel who are involved in the performance of the Work at Company's Site are in possession of valid work permits and are always able to present valid identification.

#### **6.4.4 Notification and reporting of HSE incidents**

Contractor shall at Company's Site comply with Company's HSE requirements and system for notification and reporting of HSE incidents.

#### **6.4.5 Investigation of incidents**

Company is responsible for the investigation. When required by Company, Contractor shall participate or lead the investigation.

#### **6.4.6 Chemical management**

When chemicals are brought to Company's Site by Contractor, whether for own purpose or on behalf of Company, Contractor shall be responsible for initiating the imposed work processes given in Company's chemical management dependent on final destination. Contractor shall ensure that use of a chemical at any location is under license/permit from the public authorities. Contractor shall carry out assessments of risk, and/or substitution.

Company may reject chemicals which do not meet Company's or public authorities' requirements for documentation, or where the handling and use entails unacceptable risks. Company can evaluate the risk of individual substances to be more severe than those provided by the authority lists.

#### **6.4.7 Working hours**

Work performed at Company's Site shall be executed during Company's working hours or as agreed by Company.

For personnel on shift work, Contractor shall forward shift plans and working hour arrangements to Company for approval no later than two weeks prior to commencement of the Work. Contractor has a duty to make sure that statutory working hours and overtime requirements are adhered to. Breach of the above requirements shall be reported to Company immediately.

### **6.5 Human Rights Expectations of Suppliers**

The Human Rights Expectations of Suppliers included in Annex 1 in Appendix D reflect Company's expectations of Contractor. See also Conditions of Contract, Annex 1 Specific Compliance Requirements.

## **7 QUALITY MANAGEMENT**

### **7.1 Quality management system**

Contractor shall establish, implement and maintain a quality management system in accordance with ISO 9001 (latest edition) or equivalent standard. The quality management system shall cover all activities in connection with the Work.

Contractor shall ensure that all relevant Contract requirements are understood and implemented in its organisation as well as by Subcontractors and their contractors.

Critical components, equipment, operations and processes shall be identified using a risk-based approach and subject to systematic Audits and Verification in accordance with their criticality.

On Company's request, Contractor shall give access to Contractor's quality management system and Quality Records.

A set of quality performance indicators for the Work shall be proposed and implemented in agreement with Company.

Contractor shall involve Company in planning and execution of quality assurance activities for the Work to ensure a risk based and value adding Company engagement in quality assurance

## **7.2 Quality Plan**

Contractor shall establish, implement and maintain a quality plan for the Work in accordance with the principles and guidelines in ISO 10005 "Guidelines for quality plans" (latest edition).

A complete quality plan shall be submitted to Company.

## **7.3 Inspection and Test Plan**

Contractor shall establish and maintain Inspection and Test Plan(s) (ITP) for the Work at time of purchase of Materials and/or commencement of fabrication in accordance with the principles and guidelines in ISO 10005 "Guidelines for quality plans" (latest edition).

ITP(s) shall cover inspection and test activities to be performed by Contractor and their Subcontractors at each Site.

Requirements and procedures for the inspection and test activities shall be referenced in the ITP(s).

HSE shall be included as a topic in procedures for fabrication and test, and in preproduction meetings.

Contractor shall establish a process for involvement of Company in Contractor's ITP activities. Company retains the right to participate in Contractors ITP activities as observer.

In this context the ITP shall identify the following points:

- "Witness Point" means that Company shall be invited to witness the activity.
- "Hold Point" means that Contractor shall not commence the activity without Company or nominated personnel being present, or receipt of confirmation that the hold point is waived by Company.
- "Monitoring Points" means that Company is being informed prior to ITP activities, but formal notification according to the Contract is not required.

Contractor shall notify Company of upcoming Witness- and Hold Points at least five days in advance.

The equivalent definitions shall be used for Contractor's own participation in ITP activities. If Contractor wish to waive own participation at Hold and Witness Points in Contractors ITP it shall be subject to formal acceptance by Company through the Company's tool for Deviation Permits.

Company shall have the right to include Company Witness- and Hold Points in ITP(s).

Pre-production meetings and final inspections shall be pre-defined as Witness Points in the ITP. Any activities on a Site where Company is represented by a site representative shall be pre-defined as Monitoring points.

Contractor shall submit the ITP to Company for comments as part of the Audit and Verification plan, and implement Company's Hold, Witness and Monitoring points latest fifteen (15) days before the first pre-production meeting. If Contractor changes its

Subcontractors or if Quality Deviations or delay occurs, Company reserves the right to intervene without additional cost and/or schedule impact.

#### **7.4 Quality Deviations**

Contractor shall establish, implement and maintain a system to systematically track, control and trend Quality Deviations, in Contractor and Subcontractor products and processes throughout the Work.

Information on Quality Deviations shall be made available for registration in Company system(s).

Contractor shall without undue delay take actions at own cost to eliminate any detected Quality Deviation and remove the cause(s) in order to prevent reoccurrence.

If deemed necessary by Company a root cause analysis (RCA) shall be initiated by Contractor. Company retains the right to participate in the planning and execution of the RCA. As part of the RCA, Contractor shall make personnel, equipment, documentation and recorded data available.

#### **7.5 Deviation permit and Concession**

Contractor shall seek a Deviation Permit or Concession from Company if a departure from a requirement is considered necessary. Such request shall be issued to Company and followed up in Company's tool for Deviation Permits.

#### **7.6 Quality Records**

Contractor shall identify, analyse and maintain Quality Records to document traceability and to provide evidence of verification/validation, correction, corrective action and preventive action. Quality Records shall be made available to Company upon request via PIMS correspondence.

#### **7.7 Remote Virtual Inspection**

Contractor shall identify and propose activities which could be substituted by using Remote Virtual Inspections, including follow up of subcontractors' scope. Such activities shall include verifications and inspections within Inspection and Test Plans.

All proposals for Remote Virtual Inspection, are subject to Company's approval.

Relevant equipment shall provide real-time streaming of data with visual and audio, ensuring recordings of acceptable quality to enable completion of the verification or inspection.

### **8 RISK MANAGEMENT**

Contractor shall establish, implement and maintain a risk management system in accordance with the principles and guidelines provided in ISO 31000 "Risk Management Guidance Standard" (latest edition) or equal.

Contractors Risk management system for the Work shall be submitted to Company.

## 9 PROJECT CONTROL

### 9.1 General

Contractor shall establish, implement and operate a project control system, covering the entire Work. Uniform systems and structures shall apply to all subcontracted parts of the Work.

The project control system shall be structured according to the Work Breakdown Structure (WBS) defined in Appendix B, which Contractor shall use to ensure consistent control, coordination and reporting of activities and costs.

The project control system shall cover the following:

1. Time management
2. Cost management
3. Contract baseline
4. Variations to the Work
5. Invoicing

### 9.2 Time Management

#### 9.2.1 Time Management system

Contractor's time management system shall be able to report on phase, discipline, area and system level for all Contractor's Scope of Work.

All planning information shall at all times be consistent through all levels with sufficient float. Contractor shall have one planning system covering all disciplines/activities, based on Company's commissioning plan and priorities. The system shall have a uniform work order level and all work orders shall be linked to mechanical completion and commissioning package number.

Company's planning code structure shall be allowed for in Contractor's time management system.

The time management system shall be in accordance with the planning hierarchy shown in the table below.

| CONTRACT PLANNING HIERARCHY |                             |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    |
|-----------------------------|-----------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Level I<br>and<br>Level II  |                             | Company schedules                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  |
| Level III                   | Contractor's Responsibility | <p><b>Contract Master Schedule (CMS) / Contract Baseline Schedule (CBS)</b><br/>is a schedule produced by direct aggregation of Level IV CDS activities. The CMS/CBS shall be aggregated from all area-based building blocks, discipline and/or system completion activities in the Scope of Work. The CMS/CBS shall be reviewed and clarified by Company.</p> <p>The CMS shall be frozen through the Contract period.</p> <p>The CBS(n) shall be frozen as reporting basis for each Contract Baseline period.</p> |

| CONTRACT PLANNING HIERARCHY |  |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      |
|-----------------------------|--|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Level IV                    |  | <p><b>Contract Detailed Schedule (CDS)</b><br/>is a logically linked network of detailed, resource loaded activities covering all phases and allowing for schedule analysis and forecasts. CDS shall demonstrate the logic sequence of Contractors work including Company's Deliverables. The CDS shall be coded in such a way that achieved man-hours and progress can be aggregated and automatically loaded into the CBS for reporting purposes.</p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              |
| Level V                     |  | <p><b>Contract Detailed Work Element Schedules (CDWES) is:</b><br/>For engineering and procurement, the CDWES will typically be registers of deliverables in a database format, such as a document registers, Engineering work packs (EWP) and procurement milestone schedule.</p> <p>For construction activities, commissioning preparation and commissioning the CDWES will typically identify the task sheets or job cards systems which are used to define each job to the workforce performing each part of the Work, and these shall be linked to one CDS activity LEVEL IV.</p> <p>Contractor shall export work order level V information with Company Fusion and ProCoSys systems as a premise for coordination of construction and commission schedules.</p> <p>Contractor shall follow Company procedures/site instructions when scoping loop testing in ProCoSys.</p> <p>Contractor shall ensure that the work order MC dates match with the RFC dates set in ProCoSys and that mismatches are mitigated by adjustment of either MC or RFC schedules.</p> |

*Tab. 9-1: Contract Planning Hierarchy*

On the basis of the CDS, a monthly rescheduling based on actual progress and current scope shall be made to give a Contract forecast schedule (CFS). Each CFS update shall reflect the actual performed work and scheduling of the remaining work.

Company shall at any time have full access to and right to obtain a complete copy of Contractor's detailed plans and schedules in the original electronic format or in an export format specified by Company.

Contractor shall, during the entire duration of the project, identify, describe, monitor and safeguard the critical path.

### **9.2.2 Schedule development**

Contractor shall prepare and maintain all schedules (levels III, IV and V) fulfilling the following requirements:

- Consistency with Appendix C
- Consistency with the dates for delivery of Company's Obligations (ref. Appendix G) and Company's Documents (ref. Appendix E) as applicable
- Reflecting the estimated quantities of Work.
- Demonstrating the logic sequence in which Contractor intends to carry out the Work, including the anticipated dates by which Materials and Company's Obligations are required and the timing of each stage of engineering and procurement.

- e) Reflecting all approvals, licenses, authorisations, third party review and Permits to be obtained by Contractor and Company.
- f) Identify all main interfaces (internal, other contractors) towards Company required to execute the Work identifying interfaces towards activities of other contractors. Contractor shall deliver and agree on an interface schedule with need-dates for information with the various interfacing parties.
- g) Reflecting the necessary utilisation of manpower, facilities and resources to complete the Work including manpower and facilities to be provided by Contractor, Subcontractors within the Milestones in Appendix C taking due account of expected productivity for the Work.
- h) Including necessary time for checking, verification, quality inspection and documentation, including all Subsupply.
- i) Demonstrating the progress Contractor intends to achieve in order to meet the Milestones in Appendix C.
- j) Making due allowances (float) for occurrences, impediments, risks and interfaces.
- k) Identify and describe critical path.
- l) For Work on Site, Contractor shall co-operate with Company to ensure that plans are co-ordinated with the plan hierarchy for the operations
- m) Making due allowance for an increase in the Work resulting from Variations to the Work, based on experience of similar work.

In preparing the detailed plans and schedules, Contractor shall reflect in the detailed plans and schedules appropriate float allocated to the activities in the CDS based on the Contractor's assessment of schedule risks.

All CDS activities shall be coded according to the project WBS. The CDS shall also be coded in such a way that achieved man-hours, days and progress can be aggregated and automatically loaded into the CMS for reporting purposes. Planned man hours/work units and weighting shall be assigned to each activity in the CDS.

Contractor shall assist Company to establish a schedule for Hook-Up and for energization.

Target constraints shall not be used for activities other than key Milestone dates to ensure that schedule analysis can be performed. Schedule start and finish dates shall be clearly identified for each activity together with float. Forward and backward pass shall give the early and late "S"-curves. All activities shall ultimately be linked to the key dates and completion Milestones as indicated in Appendix C.

Criteria and requirements for Milestone achievement shall be defined to ensure consistency with the Milestone achievement definitions contained in Appendix C.

### **9.2.3 Manpower Plans and Man-hour Histograms**

If, and where relevant or on request by Company, Contractor shall prepare and maintain manpower plans and histograms per Site, Subcontract, discipline by work package and at summary levels for management, engineering, procurement, Fabrication, Construction, MC, commissioning and commissioning assistance.

The factors that convert man-hours and days to manpower shall be identified in Contractor's reporting of planned and actual hours providing equivalent manpower diagrams.

The manpower plans shall reflect the manpower requirements from the CMS/CBS and include the forecast based on the CFS.

#### **9.2.4 Progress Curves**

Contractor shall prepare and maintain progress "S"-curves for all progress related work packages and summary levels. The planned S-curves shall allow for both early start and late start schedules.

#### **9.2.5 Progress Measurement Principles**

The following progress measurement principles shall apply:

- progress shall be based on direct work only, and
- it shall be measurable and quantitative documented
- Activities which are always on schedule are not considered measurable

Contractor shall assess progress on the lowest level of planning, which shall be collected and aggregated into the higher levels. Contractor's progress shall be able to be aggregated by WBS, discipline, system and area and sub-assembly of the Contract Object.

Activity weighting and milestone steps shall be subject for Company acceptance.

##### **9.2.5.1 Progress measurement for engineering and procurement**

An engineering document or 3D model reaches 30% upon completion of first design review, 60% upon completion of second design review and 90% upon completion of third design review. An engineering document or 3D model object shall not achieve more than 90% complete if there are any HOLDS of the IFC status. Engineering 100% when as-built drawings/documentation accepted by Company and certified by CB.

Progress measurement for procurement to be defined by Contractor in the Project Control and Planning Procedures and accepted by Company.

Equipment reaches 90% complete at delivery, and 100% when final documentation is accepted.

##### **9.2.5.2 Progress measurement for Fabrication, Construction, Mechanical Completion and commissioning**

Contractor's progress is reported in accordance with physical progress per discipline for fabrication/construction work up to 90%. The remaining 10% for each discipline shall be reported in accordance with the ratio of MCCR's (Mechanical completion check record) completed in OK-status in ProCoSys® relative to the total number of MCCR's for the respective discipline.

Progress measurement for commissioning shall be based on the following:

- Company approved commissioning procedures
- Execution of commissioning shall be based on steps in the commissioning procedures
- For Contractor to earn progress, commissioning packages shall be handed over and approved by Company

#### **9.2.6 Updates of Contractor's detailed schedules and plans**

Contractor shall use the CDS as a planning, reporting and management tool. Following progress updates at each periodic cut-off, the CDS shall be used to perform forecast

analysis to determine changes to the remaining activities start and finish dates, free float and total float.

This updated version of CDS, shall include all Variations and adjustments to the Work. Activities that are updated due to Variations to the Work shall be clearly identified to Company and shall include an analysis of the schedule consequences.

Prior to implementing corrective actions in the network planning, Contractor shall produce float trend analysis reports.

Any negative progress deviation, particularly on the Critical Path, shall be reviewed and informed and measures to recover the progress delay shall be implemented immediately.

## **9.3 Cost Management**

### **9.3.1 General**

Contractor shall establish, implement and operate a cost control system for monitoring, updating and reporting of costs for all activities comprising the Work.

The cost control system shall be compatible with the WBS structure as provided.

Contractor's cost control shall include:

1. Processing of quantity updates
2. Control of man-hours, days and units expended in connection with elements of the Work compensated by each Provisional Sum
3. Cost status: Planned and actual cost
4. Commitments towards Subcontractors
5. Variation Order status and other Contract Price adjustments, including forecasting the final Contract Price
6. Contract Baseline revision
7. Invoicing (Exchange rates as provided by Company)
8. Cash Flow Forecast for the next four months per Work Package and currency

Reporting currency shall be in EUR equivalent. The currency exchange rates below shall be used:

xxx/EUR =

xxx/EUR =

xxx/EUR =

to be provided by Company prior to Contract Date

### **9.3.2 Cost plans**

Contractor shall prepare and maintain cost plans on a monthly basis. The value of work planned shall be reflected in the cost plans and be detailed per Work Package and summary levels. The cost plan shall also reflect Contractor's planned performance and show the cumulative cost per month for the duration of the Contract period detailed in accordance with the compensation formats.

The cost plans shall be updated in the Contract Baseline revision and is basis for the status reporting in the monthly report.

### **9.3.3 Forecast**

Contractor shall on a monthly basis prepare a cost forecast reflecting Contractor's best assessment of the forecasted Contract Price for each WBS element and total. The forecast shall include:

1. the original Contract Price
2. executed Options
3. approved Variation Orders
4. adjustments to the Contract Price authorised by Company,
5. Amendments
6. Options not exercised
7. VOR's submitted,
8. estimated trends based on performance, productivity and deviations or other adverse cost developments

## **9.4 Contract Baseline**

### **9.4.1 Baseline principles**

Company can request a contract baseline (CBL) revision at any time, and will inform Contractor 60 days prior to baseline cut-off date. Contractor shall perform a CBL revision for the remaining Work for both schedule and cost.

Contractor may propose to issue a contract baseline update when the original baseline cannot be achieved. The proposal is to be approved by Company.

Contractor shall prepare a schedule identifying the preparation activities and organizational input responsibility 45 days before cut-off.

Contractor shall submit a draft CBL report within four (4) working days after cut-off date for each CBL revision. Contractor shall incorporate Company's comments and submit its final CBL revision documents within one (1) week after receipt of Company's comments, for Company acceptance. The CBL report shall be submitted as native file to Company.

Planned cost and progress for work performed is set equal to actual at the CBL cut-off date on all levels for planning and budgeting. Planned and actual data prior to CBL cut-off date shall remain unchanged.

### **9.4.2 Baseline process**

The baseline process comprises estimation and rescheduling of remaining parts of the Work from the cut-off for the CBL. The network is reanalysed, and the resultant S-curves and histograms generate start and finish dates, free float and total float.

Contractor shall prepare and maintain cost plans in compliance with the schedule.

Variations to the Work shall be included with an exhaustive analysis of the schedule consequences of the Variations to the Work. Activities that are updated shall be clearly identified to Company.

### **9.4.3 Baseline report**

The CBL report shall, as a minimum include the following updated information per discipline, summarized per work package listed in the WBS and total:

- Information regarding the premises and assumptions used as basis for the scheduling of the remaining work.
- Narrative description and management intention / plan for improvement measures and corrective actions to achieve the Contract Schedule
- Original CBL (0) (Cost and Progress)

- Current Contract Baseline (CBL (n)) (Cost and Progress)
- Current Contract Estimate (CCE) and cost plans
- Updated compensation schedules, Appendix B Annex B1, and Schedule of Man-hour norms and MUR Annex B3 as applicable
- Contract Master Schedule (CMS(n))
- Contract Detailed Schedule (CDS(n)) demonstrating all critical paths
- Manpower plans, Man-hour histograms and progress curves
- Contract cost development according to section 9.3
- Risk analysis, including a list of the most important risk areas and opportunities for the remaining work, covering both cost and schedule, and any required mitigation actions at an activity level to meet the goals of the Contract
- Overview of where Work is performed including value if applicable
- Procurement registers for contracts for Sub supply
- Updated Milestone table reflecting changes since previous baseline
- Quantitative experience reporting ref. section 11.5.2

## **9.5 Variations to the Work**

### **9.5.1 Variation control**

Contractor shall establish and maintain a system for handling Variations to the Work and adjustments to the Contract Price and the Contract Schedule.

### **9.5.2 Status reporting**

The minimum requirements to content in the Variation register are as follows:

- VO number
- VO issue date
- Brief description of the Variation
- Approved total VO cost
- Estimated total VOR cost
- Schedule impact (Yes/No)
- Estimated/approved man-hours
- Estimated/approved cost by WBS
- Disputed Variation Orders (DVO), number and date and reference to VOR
- Disputed amounts

In addition to the Variation register, the following should also be reported in a register:

- Changes to the Contract Price authorised by Company other than by VO such as adjustments, options and amendments

### **9.5.3 Variation Order Request and estimate content**

A Variation Order Request (VOR) shall be expressly identified as.

The VOR shall contain a specified description of the work the request concerns and state Contractor's reason for not regarding this as a part of the Work.

It shall also contain the following details:

- Contractor Name, Contract number and Contract title
- Variation Order Request number (using a consecutive numbering sequence)
- Date, revision number, references and numbers of attachments

If the VOR does not contain the listed items below, the VOR shall be revised and reissued as soon as possible with an estimate comprising the following:

- Revisions to the Variation Order Request shall be highlighted.
- Detailed schedule for the execution of the Variation to the Work showing the required resources and significant milestones.
- The effect on the Contract Price with an explanation of how it is calculated, rate, currency, total cost and compensation.
- The effect on the Contract Schedule as far as it is possible in the specific case.
- The effect on weight and centre of gravity.
- For each line item include references to applicable work package number, description of the line item, man-hours or number of units, applicable rate, currency and calculated value.
- Full supporting documentation shall be attached. All attachments shall be numbered and cross-referenced to the relevant section or item in the VOR.

Estimates required by Company with reference to Article 14 of the Conditions of Contract, shall contain the same detailed information as listed above.

## **9.6 Invoice**

Contractor shall submit a monthly invoice per currency to Company.

### **9.6.1 General**

The invoice shall be prepared in accordance with the provisions of Conditions of Contract. The necessary documentation and traceability of the total accumulated amount due for payment up to the relevant cut off shall be enclosed.

Contractor shall carry own cost related to submitting invoices and credit notes. The invoices and all documentation from the Contractor shall be in English.

The structure of the invoice shall be agreed between Company and Contractor after award of the Contract and before the first invoice is due to be issued.

In order to ensure correct payment, each invoice must have the following data:

- Invoice number
- VAT ID (Baltyk) – in case of non-resident VAT ID starts with “PL”
- VAT ID (Contractor)
- Bank details
- Dates:
  - Date of issue of the invoice
  - Date of sale \*) - this date must be one single date, when work - including the administrative work - is completed.
  - Date of issue must be close to date of sale in all cases. Supplier is obliged to issue and provide a draft of the invoice within 5 days after date of sale was achieved

- Due date  
\*) this is the date when the service was performed/terminated or if you have any service acceptance protocol it can be date of this protocol. If services were provided over a period of time, it should/shall be the last day of this period.
- Proof of services delivery attached: Final report and/or any other proof of services delivery (accepted and signed by Parties)
- Summary per cost item; Contract Price, amount previously invoiced, amount invoiced this month and the total amount invoiced to date
- Specific 10-digit contract number

In addition, the invoice front page shall be marked with:

|                      |                |
|----------------------|----------------|
| Main scope           | Currency.....  |
| Travel cost (if any) | Currency ..... |
| Optional work        | Currency ..... |

Draft invoices shall be sent for approval, by e-mail to [draft.baltyk@polenergia.pl](mailto:draft.baltyk@polenergia.pl), and through PIMS DC (when applicable) to Company's appointed representative. Draft shall have implemented all possible required data (including date of sale and proof of service delivery). If there will be remarks or comments sent back, Contractor is obliged to correct invoice draft and send once again.

Final invoice is to be approved and paid when all required data as well as additional documents are correct and valid.

After Company approval invoices shall be sent to [pdfinvoice@.com](mailto:pdfinvoice@.com) and with copy to [draft.baltyk@polenergia.pl](mailto:draft.baltyk@polenergia.pl) and Company's appointed representative and through PIMS DC (when applicable):

- PDF submission is sufficient and original paper invoice is not to be submitted.
- Only one invoice (with attachments) for each PDF file can be sent.
- Only one PDF file for each e-mail can be sent.
- No messages can be submitted with the e-mail when submitting the final invoices

If Contractor fails to correct any Nonconformity appeared through quality Audits or security system Audits within the deadlines agreed, then Company may retain twenty (25) % per cent of the monthly invoiced amount for all currencies.

The amount retained shall be paid when Contractor has verified to Company that the Nonconformity has been corrected/conditions or instructions are fulfilled.

### **9.6.2 Additional Requirements to the Monthly Invoice**

The monthly invoice shall:

- Include supporting documentation as required in the Contract.
- Include requisite supporting documentation with traceability of charges and schematic overview of committed / accumulated / invoiced cost per period in accordance with the Contract and the WBS and in accordance with the applicable indirect tax legislation in the country where the invoice is issued from.
- Not include items that are disputed.
- Invoices for lump sums and measured work which are progress related, shall be based on the progress in the Monthly Report. If Company does not agree in the reported progress, the invoice must be adjusted accordingly
- All invoices shall be broken down into the various Work Packages and cost items.
- Invoices involving reimbursable items for personnel and/ or Materials shall be supported by timesheets and/or other adequate documentation duly approved by Company.

- Invoices involving reimbursable cost shall be supported by copy of relevant invoices for the items to be reimbursed.

Contractor hereby covenants to Company that it will provide Company with a valid VAT (Value-Added Tax) or similar tax invoice (applicable in the jurisdiction of supply) in relation to any amounts referred to in this Contract. In order to ensure correct payment, clearly state the payment details on each invoice as follows:

- Contractor's VAT and/or organisation number(s) shall be stated.
- The VAT amount shall be stated in the local currency (i.e. the currency applicable in the country where VAT is due), if required by local legislation.
- The invoice shall clearly specify exempt and non-exempt VAT items
- Whenever any invoice becomes due for payment on a day that is not a business day, the invoice will be paid on the next business day.

### **9.6.3 Final Account and Final Invoice**

According to Conditions of Contract, a final account shall be prepared and issued to Company.

## **10 REPORTING TO COMPANY**

### **10.1 General**

All reporting to Company is in accordance with the project control system.

The reports described in the sections below shall be delivered to Company. The reports shall be delivered as agreed by Company. Company has the right to demand that the contents of the reports can be amended without extra cost to Company. The reports shall be divided into quantitative and qualitative sections as applicable. The quantitative data shall be submitted in electronic readable format to Company and issued via PIMS correspondence.

### **10.2 Daily Reports**

Contractor shall prepare daily or special reports if requested by Company.

### **10.3 Weekly Reports**

Contractor shall submit a weekly report to Company and this shall follow the monthly report structure or as otherwise agreed with Company.

The weekly report shall include all activities with a cut-off date Sunday. The weekly report shall be sent to Company by 12.00 hours on the following Tuesday.

### **10.4 Monthly Reports**

The monthly report shall include all activities with a cut-off date last Sunday in each month. The monthly report shall be sent to Company no later than 16.00 hours of the 3rd working day from the cut-off date.

The data shall be summarized per site, Subcontractor, discipline, work package and per commissioning package. The content of the monthly report for the Work shall be divided in a management summary and with attachments as described below.

| <b>Management Summary (qualitative)</b> | <b>Attachments</b>               |
|-----------------------------------------|----------------------------------|
| Short and concise executive summary in  | In electronic readable format to |

|                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   |
|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <p>electronic readable format to Company including the following elements:</p> <ul style="list-style-type: none"> <li>• Narrative summary of work executed in current period</li> <li>• Areas of concern</li> <li>• HSE status (incl. any incidents)</li> <li>• Top 10 risk and mitigating actions</li> <li>• Overall progress</li> <li>• Cost status</li> <li>• Overall KPI status</li> <li>• List of requests for Deviation Permit and Concessions</li> <li>• Narrative summary of work planned for the next period, planned milestones and key activities</li> </ul> | <p>Company, or as agreed with Company</p> <ul style="list-style-type: none"> <li>• HSE</li> <li>• QA</li> <li>• Schedule</li> <li>• Engineering</li> <li>• Interface Management</li> <li>• Procurement</li> <li>• Construction, incl. MC</li> <li>• Commissioning</li> <li>• Hook-up assistance</li> <li>• Pictures</li> </ul> <p>Quantitative data:</p> <ul style="list-style-type: none"> <li>• HSE incidents &amp; hours</li> <li>• KPIs</li> <li>• Indicators and countdown curves</li> <li>• Cost</li> </ul> |
|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|

## 10.4.1 Attachments

### 10.4.1.1 HSE

The following shall be included in the HSE attachment:

- HSE status
  - Updated status on HSE plan/program
    - HSE risks and activity plan
    - Description of performed HSE activities
  - HSE statistics
  - HSE incidents with actual and potential (near miss) severity according to agreed procedure, ref. section 6. Including event description, consequences, direct cause and actions, lessons learned)
  - Main HSE activities next period
- Focus areas and any corrective actions
- Contractor's energy consumption related to the Work
- Total working hours last month and accumulated in the Contract and hours worked by each Subcontractor as agreed with Company.

### 10.4.1.2 Quality and Risk Management (QRM)

The following shall be included in the QRM attachment:

- Status of quality performance indicators agreed for the Work
- List of Quality Deviations in current period, each with a short descriptive title and status

- Total number of Quality Deviations logged in Contractor's system (registered/closed) including contracts for Subsupply in current and previous reporting period.
- List of requests for Deviation Permit and Concessions in current period, with short descriptive title and status
- Project risk register and mitigating actions
- Main QRM activities next period
- Current Audit and Verification program(s) including:
  - Forecast for ITP activities
  - List of Audits and verifications, including design verifications with planned, forecast and actual dates
  - List of Nonconformities identified in in the Audits/Verifications/design verifications/ITP-activities conducted by Contractor in current reporting period, each with a short descriptive title, including contracts for Subsupply
  - This overview shall include actions from these activities in a system. Activities and actions related to working environment or safety shall be marked separately.

#### *10.4.1.3 Engineering*

The following shall be included in the engineering status report:

- Engineering status, summary of current period and accumulated
- Focus areas and any corrective actions, including outstanding NCR
- Status system and area
  - Status 3D model in PDMS (in electronical readable format – link to model online)
  - Weight status
  - Quantity development (if applicable)
  - MDR development and drawing summary status with dates
  - TAG development
  - Summary of LCI/As-Built status
  - Site queries/technical queries

#### *10.4.1.4 Interface management*

The following shall be included in the interface management report:

- Interface management status towards interfacing parties
- Interface register
- Focus areas and any corrective actions

#### *10.4.1.5 Procurement*

Procurement includes engineering for procurement. The following shall be included in the procurement status report:

- Procurement status, summary of current period and accumulated
  - Main activities next period

- Status by Tag number
- Focus areas and any corrective actions
- Status on equipment packages (including bulk materials) including negative float for Site need date

#### *10.4.1.6 Construction including MC*

The following shall be included in the construction status report:

- Construction status (split between Substructure and Topside), summary of current period and accumulated
  - Installed CPI equipment
  - Status per deck for Topside
    - Main activities next period
- Focus areas and any corrective actions
- System completion status including punch list items

#### *10.4.1.7 Commissioning*

The following shall be included in the status report:

- Commissioning status
  - Main activities next period
- Focus areas and any corrective actions

#### *10.4.1.8 Hook up assistance*

The following shall be included in the hook up status report:

- Hook up status
  - Main activities next period
- Focus areas and any corrective actions

#### *10.4.1.9 Cost*

The following shall be included as a part of cost report:

- Cost performance report
  - Cost & Progress
    - Periodic and Cumulative (planned, earned and actual)
  - Contractual committed summary report
    - Original Contract Value
    - Approved VO's
    - Approved Adjustments
    - Approved Amendments
    - Executed options by Company
  - Not committed

- VOR's and DVO's
- Not executed options by Company
- Estimated Contract Price at completion
- Cash flow forecast for the next 3 months
- Variation register
- Subcontracts with original value, approved value, forecast at completion and actual cost

The monthly cost performance report shall be on an electronic readable format with the following information for each cost item in separate fields and shall be summarised pr. Work Package as follows:

| WBS | Description | Periodic       |               |               | Cumulative     |               |               | Original contract value | Approved VO's | Pending VOR's | Potential VOR's | Estimated at completion |
|-----|-------------|----------------|---------------|---------------|----------------|---------------|---------------|-------------------------|---------------|---------------|-----------------|-------------------------|
|     |             | Planned (ECWS) | Earned (ECWP) | Actual (ACWP) | Planned (ECWS) | Earned (ECWP) | Actual (ACWP) |                         |               |               |                 |                         |
|     |             |                |               |               |                |               |               |                         |               |               |                 |                         |

Tab.10.4.1.9: Lay out for monthly cost reporting

#### 10.4.1.10 Additional reporting requirements for reimbursable hours

For compensation based on reimbursable hours the following reporting is required:

- Contractor shall submit weekly time-sheets for all reimbursable personnel to Company by 12.00 hours each Monday.
- Contractor shall for all Key Personnel hand over a register of cumulative normal/overtime hours worked per person including hours worked on other project prior to Company's approval of each person.
- All positions, personnel and labour resources for which compensation is based on reimbursable hours, shall be subject to approval by Company. These positions and labour resources shall be included in a manpower projection plan.
- Prior to mobilisation of reimbursable personnel, Contractor shall submit a manpower request form for Company's approval.
- Contractor shall prepare and maintain a register of all reimbursable personnel and labour resources listed by group and mobilisation date, anticipated duration and subsequent demobilisation date. Subcontractors' and their contractors' personnel and labour resources shall be listed separately

#### 10.4.1.11 Schedule

The following shall be included as a part of schedule reporting:

- Overall progress status
- Updated detailed schedule (CDS) with actual and planned progress status per activity.
- Forecast completion dates for Contract Milestones.

- Aggregated progress "S"-curves for each work package including original baseline, current baseline, actual and updated forecast.
- Monitoring and progress reports
- Man-hour/manpower histogram by work package, discipline and commissioning package
- Status on Critical path activities and float analysis
- Status Procurement Milestone Plan (PMP)
- Schedule performance report in an electronic readable format to Company, covering but not limited to:

| Scope      |                |            |               | Periodic |          |             |            |                    |              | Cumulative |          |             |            |                    |                |
|------------|----------------|------------|---------------|----------|----------|-------------|------------|--------------------|--------------|------------|----------|-------------|------------|--------------------|----------------|
| Discipline | Original scope | Variations | Current scope | Planned% | Actual % | Planned Qty | Earned Qty | Performance Factor | Planned mpwr | Planned%   | Actual % | Planned Qty | Earned Qty | Performance Factor | Remaining work |
|            |                |            |               |          |          |             |            |                    |              |            |          |             |            |                    |                |

#### 10.4.1.12 Local Content

The following shall be included in the Local content attachment of the monthly report:

Status of local content to be agreed  
Status of implementation of activities in areas, to be agreed between the parties after Contract Award, of 5 Flagship Programmes

## 10.5 Experience transfer and close-out reporting

### 10.5.1 General

Contractor shall prepare close-out information at Contract start up and record experience data on a continuous basis in collaboration with Company. The format of Contractor's report is to be agreed with Company.

### 10.5.2 Qualitative experience data

Contractor shall plan and arrange regular experience transfer meetings throughout the performance of the Work, including experience transfer meetings with Subcontractors, to secure the safety and quality of the Work.

Contractor shall invite Company to participate in experience transfer meetings.

### 10.5.3 Qualitative section

The qualitative section of the close out report shall cover the most important positive and negative learning experiences gained during the Contract. Contractor shall identify potential improvements and give recommendations for future projects.

Contractor's close-out report shall contain the following elements in the qualitative section, when relevant:

- The tender and tender process
- Management
- Organization and collaboration
- Key issues related to findings from Audits and Verifications
- Key issues and trends related to Quality Deviations
- Risk management
- Planning
- Engineering

- Procurement
- Fabrication
- Construction
- Completion
- Commissioning
- Performance Testing
- Preservation, inspection and maintenance
- Any other items relevant

#### **10.5.4 Quantitative section**

Contractor's close out report shall contain the following elements in the quantitative section:

- Summary of cost and quantities with comparison of original and actual for discipline, building blocks, phases and Work Packages.
- Design data.
- Progress curves showing the assignments planned and actual execution.
- Schedules for all major activities that show the assignment's planned and actual execution.

### **10.6 Close out reporting**

The close out report shall include a general section, qualitative and quantitative experiences.

The general section shall describe experiences gained related to the Scope of Work in the Contract, supported by key figures, lay out drawings, sketches etc. as applicable. Requirements to qualitative and quantitative sections are described below.

Details on the structure and contents of the close out report shall be established by Contractor and agreed with Company prior to first baseline.

Contractor shall deliver a draft of the close-out report to Company within 30 days after MC of the final commissioning package. The final close out report shall be delivered with the Completion certificate.

#### **10.6.1 Qualitative section**

The qualitative section of the close out report shall cover the most important positive and negative learning experiences related to the Work. Contractor shall identify potential improvements and give recommendations for future projects. The qualitative section of the close out report shall include, but not be limited to, learnings related to Audits, Verifications, score cards on main contracts for Subsupply and to Quality Deviations.

#### **10.6.2 Quantitative section**

Contractor's close out report shall contain summary of the Work in this Contract as described in Project Control ref. section 9 above. The close out report shall be delivered according to the milestone in Appendix C.

## **11 REPORTING TO PUBLIC AUTHORITIES**

Contractor is responsible for ensuring that all public authorities and institutions acting on behalf of public authorities receive the statutory information relating to the Contract. Contractor shall also ensure that all Subcontractors and their contractors report to the public authorities as required by applicable laws, regulations and statutes.

Contractor shall supply Company with copies of his own and his Subcontractors' reports to the authorities.

## **12 WORKING CONDITIONS**

### **12.1 Applicable laws, regulations and agreements**

Contractor shall ensure that the working conditions and wages for all Contractors', Subcontractors' and their contractors' and subcontractors' employees comply with all applicable laws, regulations and agreements.

### **12.2 Employment contracts for work on mobile offshore units and vessels**

Contractor and Subcontractor shall arrange the minimum terms and conditions of employment of the marine crew and other personnel working on board mobile offshore units and vessels during the performance of the Work to be either

- covered by an International Transport Workers` Federation (ITF) agreement,
- covered by a bona fide trade union agreement or
- in the event that a valid collective agreement does not apply
  - equal to, or better than, the employment conditions laid down in the at any time prevailing relevant ITF standard agreement for the position in question or
  - in compliance with any expired or terminated collective agreement previously held by Contractor or Subcontractor as long as ongoing negotiation to reach a new agreement can be documented

Contractor shall comply with the labour standards set out in the Maritime Labour Convention, 2006. Contractor shall maintain and provide a valid maritime labour certificate and declaration of maritime labour compliance for all vessels upon request.

## **13 INTEGRATED OPERATIONS (IO)**

Contractor shall perform his obligations under this Contract in accordance with Company's principles of IO to contribute to safe and efficient execution of the work.

IO technologies that shall be used in the execution of the Work are collaboration tools, such as video conferencing including personal video, data sharing solutions and/ or visualisation.

Contractor shall use IO where possible to improve collaboration between geographic locations and across disciplines and functions, in order to increase quality, reduce execution time, improve efficiency and minimise the need for travel and relocation of people. Contractor's use of IO shall include all parties involved, including Subcontractors and their contractors if applicable.

## **14 INTERFACE MANAGEMENT**

Company's web-based interface management tool PIMS Interface shall be used by Contractor for interface issues between the Associated Works Contractors and shall be kept updated throughout the project. Contractor is responsible for requesting and delivering interface information using this system.

Contractor shall provide its own system to organize and handle internal interfaces (including Subcontractors).

Contractor shall appoint a dedicated Interface Coordinator, responsible for the daily administration and handling of the related interfaces including communication with Associated Works Contractors and Company.

Company shall nominate one of the parties for every bilateral Contractor interface as the Lead Interface Contractor. The Lead Interface Contractor for a dedicated interface shall take responsibility for administration of the interfaces towards other contractors or Company (call and lead interface meetings and maintain interface registers and plans updated).

In accordance with the agreed interface schedule Contractor shall review documents prepared by others and participate with experienced personnel in co-ordination and interface meetings with Associated Works Contractors.

Contractor shall notify Company about interface activities and hold regular interface meetings. Company shall be invited to all external interface meetings.

## **15 INFORMATION AND DATA MANAGEMENT**

### **15.1 Information management function**

Contractor shall establish an information management function for the administration of administrative and technical documentation which includes an information management procedure, working process, suitable premises and competent personnel.

Contractor shall maintain an electronic archive, containing current and historical revisions of documents and drawings produced under the Contract. This archive shall be available for Company without extra cost at all times during the project execution, and for a period of eight years after issue of the Acceptance Certificate.

Documents and drawings shall be transferred from Contractor to Company according to Company's requirements. In addition to correct numbering, this includes routines and tools for transmission/sharing of information.

### **15.2 Information management systems**

Company's collaboration and information management systems shall be used for exchange of correspondence between Company and Contractor.

Company will provide Contractor with the necessary facilitation, information, use of review codes and training to Contractor's document control personnel. If there are changes in Contractor's team, it is Contractor's responsibility to train its new personnel in using the system throughout the project.

Contractor shall use Pims DC for distribution of technical documents and drawings via the Web browser (Microsoft Edge or Chrome).

Contractor shall utilise its own information management systems for its own internal administrative and technical documentation. This includes collaboration with Contractor's Subcontractors and their contractors. Contractor shall prepare and operate document control procedure that shall describe the document flow between all parties involved e.g. Contractor, Subcontractors, and their contractors. Information management system and routines shall be agreed with Company and described in the document control procedure. Contractor shall ensure automatic transfer of data and documentation by use of Company's technical information exchange (TIE) interface system. Any adjustment to Contractor's system to facilitate the automatic transfer to TIE is part of Contractor's SoW. Contractor will get access to TIE logviewer and will have the responsibility of following up and reporting error messages to Company.

Contractor shall provide a listing of Contractor's personnel who shall have access to Company systems. It is Contractor's responsibility to maintain the access register and immediately inform Company about any changes. Access to Company systems shall be deleted the day Contractor's personnel leave the project.

### **15.3 Correspondence and communication requirements**

All correspondence between Company and Contractor shall be coded according to Company's requirements. All correspondence shall be restricted to one subject only and submitted electronically.

Contractor shall use Pims correspondence.

All correspondence with possible commercial and contractual impact shall be restricted to one subject only, and issued by letter. Letters issued electronically by Contractor shall be signed and letter with attachments shall be scanned in PDF format.

Letters to Company shall be signed by the Contractor's Representative. Letters to Contractor shall be signed by Company's Representative. All correspondence shall be addressed to Company and Contractor's Representative.

Correspondence sent to Company shall be delivered in a searchable file format (PDF format or native file format).

### **15.4 Document Control requirements**

Contractor is responsible for the total delivery and quality of all technical documents and drawings under the Contract.

#### **15.4.1 Master Document Register**

Numbering of technical documents and drawings shall comply with Company's numbering system and instructions. The originator code will be advised by Company.

Contractor shall prepare and issue a MDR. This register shall list all technical documents and drawings deliverables which is planned to be issued for the Contract. The MDR shall be issued as a technical document and be continuously updated and issued to Company on a regular basis. Changes in the MDR from previous versions shall be marked with an explanation of the change.

The MDR shall be sorted per discipline, list all produced and planned documents and drawings and contain information according to Company's specification. In addition, the MDR shall as a minimum contain planned/actual/forecast dates for the documentation milestone dates, if applicable.

- Contractor shall prepare the MDR in MS Excel by use of a template provided by Company. The Excel file shall contain no formatting, e.g. hidden columns/cells, merged cells.
- Contractor shall submit the draft MDR as soon as possible after Contract Award in order for Company to prepare the Pims DC system for receipt of documents
- All technical documents and drawings shall be submitted in searchable PDF format. For each submission of the MDR, both the native MS Excel file and the PDF format shall be presented
- For each revision of the MDR, Contractor shall propose documents for Company review and information. Company will evaluate proposal and define documents for review and information. Contractor to update the MDR accordingly.
- For Supplier Document Lists (SDL) from Subcontractors, the same process as for MDRs shall be used

#### **15.4.2 Company's review of documents and drawings**

Deadline for Company's review of documents and drawings is ten working days after receipt.

Contractor shall update, revise and reissue documents according to Company's comments no later than ten working days after receiving the comments.

Review codes shall be used as instructed by Company.

## **16 MEETINGS BETWEEN COMPANY AND CONTRACTOR**

Meetings between the parties of the Contract are to be scheduled at the frequency Company find necessary for the performance and control of the Work

Unless otherwise agreed, Company is responsible for taking the minutes of the meetings between Company and Contractor. If Contractor will be requested to take the minutes of the meetings, the minutes of the meetings shall be approved by Company prior to issuing via Pims. All minutes of meetings shall be sent to the participants of the meeting within three (3) working days after the time of meeting.

The minutes of meetings shall as a minimum include the following:

- Identify purpose of the meeting, attendees, date and location of meeting
- status of actions taken in respect of previous minutes, and
- decisions made, and
- decisions and actions required to be taken with deadlines and identified party and person(s) responsible

Contractor shall arrange as a minimum monthly regular interface meetings with all interfacing parties, to review interface status, critical interface information for the next period and plan for technical interface clarification meetings for the next period.

Contractor shall arrange and minute progress and/or coordination meetings with Third Parties at regular intervals as required for the performance of the Work. Safety, Non-conformities and corrective actions shall be mandatory on any agenda and be emphasized in the minutes of meeting. Company reserves the right to be present at these meetings and shall be given adequate notice to attend such meetings.

Contractor shall arrange discipline and inter-discipline meetings necessary for the performance of the Work and Company shall be given adequate notice and be invited to attend such meetings. Minutes of Meetings shall be issued via PIMS.

As a main principle these meetings should be set up as video meetings when possible, to limit unnecessary travel.

## **17 LOGISTICS**

### **17.1 General Requirements for Delivery of Materials to Company**

For delivery of materials to Company's Sites, Contractor shall comply with Company's instructions, relevant industry standards and applicable laws and regulations.

All Material shall if not otherwise agreed, be packed and marked in accordance with Company's Instructions for goods deliveries.

## **18 LOCATION SPECIFIC REQUIREMENTS**

Contractor shall perform the Work in accordance with any location specific requirements described in Annex 6.

## **19      PROTOCOLS, CERTIFICATES AND FORMS**

Pursuant to the provisions of the Conditions of Contract, certificates and forms in Annex 5 shall be used for the following:

- Delivery Certificate
- Completion Certificate
- Acceptance Certificate
- Variation Order Request Form
- Variation Order Form

Company may change the format of certificates and forms presented in Annex 5 within the duration of the Contract without any additional costs or claims from Contractor

## ANNEX 1. HUMAN RIGHTS EXPECTATIONS OF SUPPLIERS

Human Rights Expectations of Suppliers can be found on the following [link](#)

## ANNEX 2. KEY PERSONNEL

| Position Title                  | Name |
|---------------------------------|------|
| Project Manager                 |      |
| HSE Manager                     |      |
| QA Manager                      |      |
| Engineering Manager             |      |
| Discipline Leads                |      |
| Technical certification Manager |      |
| Construction Manager            |      |
| Commissioning Manager           |      |
| MC Manager                      |      |
| Project Control Manager         |      |
| Procurement Manager             |      |
| Lead Project Planner            |      |
| Interface Manager               |      |
| LCI Coordinator                 |      |

### **ANNEX 3. CONTRACTOR'S ORGANISATION CHART**

Contractor's organisation chart provided in the Tender to be included herein

## **ANNEX 4. INFORMATION TECHNOLOGY SERVICES AND ACCOMMODATION FOR COMPANY**

### **1 INFORMATION TECHNOLOGY**

Contractor shall appoint a single point of contact to coordinate IT issues, user management, and communication request to Company for IT access. Contractor shall establish and maintain a list of Contractor's personnel having access to Company's IT systems.

IT Systems defined as Company Provided IT systems in Appendix G will be operated and maintained using Company infrastructure services.

Contractor shall be responsible for all procurement, operation and maintenance of all IT solutions except as otherwise provided for in Appendix G.

Contractor shall provide the following information technology services for the project:

- IT infrastructure enabling e-collaboration (e-mail, file transfer, client-server communication) between all parties involved
- make available all information (documents and data) in contracted electronic formats
- support for office facilities and IT equipment delivered by Contractor
- office facilities that allow Company's project team situated on Contractor's Sites to get access to Company network resources as required

### **2 DATA COMMUNICATION REQUIREMENTS**

#### **Infrastructure**

Contractor shall provide the data network and telecommunication infrastructure for Company project office at the Contractor's Site.

- The office should be supplied with, as a minimum, a Company dedicated Internet access for WAN communication. This line should have a minimum capacity of 30Mbps synchronous connection
- Contractor shall distribute this access to each office desk through a wired and wireless LAN. The wireless infrastructure shall as a minimum be secured using at least WPA encryption.
- Company will require segregated networks and Contractor is to provide the necessary IT hardware needed to have such a network installed.
- All active network components for this segregated network should be Company dedicated, specified and managed by Company
- The IT equipment in computer rooms and patch rooms must be secured to ensure controls access to these. The equipment should be in its own rack /enclosures. With reference to WR1211, WR 2675 and WR3000 – IT equipment
- The internet connections should be available at agreed date, but no later than two weeks before Company's personnel start its planned work at Contractor's Site

Contractor shall provide Company with read access to Contractor's relevant systems using an internet solution or equivalent proposed by Contractor and accepted by Company.

#### **Information exchange**

Documents and data exchanged between Company and Contractor shall be submitted across secured encrypted data communication lines. Documents/data prepared by IT applications shall be made available in electronic formats.

Company shall provide an IT solution that will allow a secure, efficient and effective method for document exchange between Company and Contractor.

Access to Company provided information systems will be provided using a Citrix based terminal server solution or WEB using VPN, certificates or equivalent.

Contractor shall provide Company with read access to Contractor's relevant systems using an internet solution or equivalent proposed by Contractor and accepted by Company.

### **Information formatting**

Alternative communication solutions may be agreed for special purposes if such comply with Company security end efficiency needs.

The list of acceptable file formats can be found in TR2381.

### **Contractor IT plan**

Contractor shall develop and maintain a project IT plan describing how the Contractor will secure support for the Work. This IT plan shall be submitted to Company according to the milestone defined in Appendix C.

Contractor's IT plan shall include:

- IT ambitions, strategy and risk related to the execution of the Work
- Description of how Contractor intends to perform data/document transfer between Contractor, Subcontractors and Company, including information flow schematic
- Illustration of the technical infrastructure that will support the IT solutions
- Description of selected CAD/CAM solutions
- IT implementation plan with dates for mobilization and demobilization.
- Description of security measures related to IT security and Information management
- Description of identity and access management of access to Contractors system and data.
- Procedure for notification, reporting and follow-up of IT security incidents, including how to categorise and classify the incident, ref section 6
- Dedicated point of contact for IT security issues.

## **3 SERVICES TO COMPANY**

Contractor shall assist Company in obtaining any visa, work and/or residence permits (or dispensations there from) for Company's personnel assigned to such Site(s), including any accompanying family members and irrespective of their nationality or actual employer. Such assistance may comprise, but shall not be limited to, any actions providing information, documentation or assistance required by Company or any authority having jurisdiction in the matter.

## **4 FACILITIES FOR COMPANY'S PROJECT TEAMS**

### **General requirements**

Office facilities to be provided to Company's project team

Contractor shall make office facilities and car parking site(s) (six car parking at Engineering site and ten car parking at Yard(s)) facilities available in proximity to/adjacent to the execution of the Work from Contract Date until the Completion date.

Contractor shall at main engineering / management site(s) make six (6) workstations and one (1) separate office with two (2) workstation and one separate meeting room (capacity for 10 people), available to Company and ESON contractor from Contract Date until the Completion date. Company can during execution request additional offices / workstations to be made available.

Contractor shall at Yard(s) make 25 workstations, 3 separate offices with 1 workstation each and two separate meeting rooms available (capacity for 10 and 20 people respectively) to Company and Company's other contractors from Contract Date until the Delivery date. Company can during execution request additional offices / workstations to be made available.

If the Substructure is constructed at a different location than the Topside, then additional 2 offices, 1 meeting room and 8 workstations shall be made available at the specific Substructure Yard.

For offices Contractor shall provide:

A minimum of 12m<sup>2</sup> per person in lockable fully walled offices with a window with blinds for each office. Overhead lighting shall have a local control. Furniture shall be to the same standard as Contractor's management team including as a minimum:

Adjustable height desks that are lockable with 2 keys and with desk lamp, telephone and connection for Company PC (see below) and associated adjustable office chair with arms.

- Two guest chairs
- Whiteboard minimum 1.5m<sup>2</sup> with pens and eraser
- Lockable cupboard

For open plan office areas (work spaces/stations) Contractor shall provide:

- Adjustable height desks that are lockable with 2 keys and with desk lamp, telephone and connection for Company PC (see below) and associated adjustable office chair with arms.
- Lockable cupboard

For both offices and open plan office area seats Contractor shall provide:

- Laptop docking, screens, printers and accessories to be agreed before Contract Date

For offices generally:

- Offices shall be accessible for Company personnel 24 hours a day
- Access to canteen, medical and first aid services
- Office cleaning services
- General mail services including facilitating Company's internal mail exchange
- The office seats should have enough room on each office desk to support a laptop docking station, two screens, keyboard, mouse and a paper filing rack.
- Shredder (by Company specification)
- Ladies/gents toilet facilities close to the offices
- Office consumables and utilities; water, electricity
- Coffee and tea making facilities, microwave, water kettle, water machine, refrigerator, supply of coffee, tea, soft drinks, refreshments and admixtures
- reasonably sized refrigerator at each Site. Supply of coffee, tea, drinking water
- shuttle buses if required

Meeting room(s):

The office space provided by Contractor shall include for large meeting rooms facilities enabling meetings for up to 20 persons. Small meeting rooms shall enable meeting for up to 10 persons. All meeting rooms shall be equipped with video conferencing equipment for use with Microsoft Teams. The rooms shall be dedicated to Company, with Company network patched through with at least four outlets, and fitted with table, chairs, conference telephone, laptop docking two display surfaces (min 55 inches, flat panels or projectors), flip chart and a white board.

“Quiet rooms” shall enable informal meetings for up to 4 persons, and shall not be equipped with video conferencing equipment, but shall be fitted with table, chairs, flip charts and a white board, and Company network patched through

Furthermore, contractor must make available to Company 1 extra-large meeting rooms (capacity of up to 50 persons) with video conferencing capabilities on ad-hoc basis when requested by Company. Access to other meeting areas to be provided upon request

All meeting rooms must have sufficient lighting and shading of light from outside the rooms. The rooms need also to be sufficiently sound proofed to ensure a low level of disturbance and a high level of discretion.

Company may decide to install own video conferencing equipment in meeting rooms, replacing Contractor provided video conferencing solution. The video conferencing solutions must therefore be priced explicitly in the tender.

Company will provide an updated list of make and model of all the IT hardware required in due time before office establishment

## **5 OFFICE SECURITY**

The activities in Company’s office area are normally of such a nature that classified information may be accessible. Admittance of unauthorized personnel may represent a risk of compromising such information.

As a minimum, the following requirements apply:

- Barriers that clearly mark that the area must not be entered without permission
- Registration of visitors
- Photography only if authorized
- Available control mechanisms for random check of material brought in or out
- Confidential documents to be kept in security cabinets
- Intrusion must be registered and reported
- Security personnel must respond in the event of intrusion or system failure
- Only authorized personnel are allowed access outside normal working hours
- Office security shall be provided by Contractor such that none of Company’s information is compromised while Company’s personnel are working on Contractor’s premises.

Contractor shall provide Company with office facilities, meeting rooms facilities and other requirements as set herein.

Contractor shall provide Company with

- cleaning services
- appropriate lighting in offices and meeting rooms
- offices and meeting rooms to be climate controlled with appropriate heating and air conditioning to maintain normal temperature (21-22 C)
- Access to canteen, medical and first aid services at Site
- Ladies/gents toilet close to the office facilities
- Changing rooms with shower facilities close to the office facilities
- Office consumables

## ANNEX 5. PROTOCOLS, CERTIFICATES AND FORMS

Company may change the format of protocols, certificates and forms presented in this Annex within the duration of the Contract without any additional costs or claims from Contractor.

### DELIVERY CERTIFICATE

 PROJECT TITLE:

 CONTRACT TITLE:

 CALL OFF/TASK/PART DELIVERY:

 CONTRACT NO:

 CONTRACTOR:

Pursuant to the provisions of Conditions of Contract, **Article 19**, Company and Contractor hereby agree that the Delivery Date has been reached and that the Work, save for any outstanding items as referred to below, has been completed, the Contract Object has passed the tests specified in the Contract and is ready for delivery.

Outstanding items of the Work are detailed in the attachment hereto

For Company:

Signed: \_\_\_\_\_

Position: \_\_\_\_\_

Date: \_\_\_\_\_

For Contractor:

Signed: \_\_\_\_\_

Position: \_\_\_\_\_

Date: \_\_\_\_\_

## ATTACHMENT TO DELIVERY CERTIFICATE; LIST OF OUTSTANDING ITEMS OF THE WORK

-  PROJECT TITLE:
-  CONTRACT TITLE:
-  CALL OFF/TASK/PART DELIVERY:
-  CONTRACT NO:
-  CONTRACTOR:

The outstanding items of the Work are detailed below.

Contractor hereby confirms that, subject to the provisions of the Contract, it shall complete all outstanding items of the Work, except for the guarantee work prior to Company's issuance of the Completion Certificate.

### OUTSTANDING ITEMS OF THE WORK

List of outstanding items of the Work and their completion date:

 Xxx

 xxx

For Company:

Signed: \_\_\_\_\_

Position: \_\_\_\_\_

Date: \_\_\_\_\_

For Contractor:

Signed: \_\_\_\_\_

Position: \_\_\_\_\_

Date: \_\_\_\_\_

## COMPLETION CERTIFICATE

 PROJECT TITLE:

 CONTRACT TITLE:

 CONTRACT NO:

 CONTRACTOR:

Pursuant to the provisions of Conditions of Contract, Article 19, Company hereby certifies that the Work, with the exception of guarantee work, has been completed in accordance with the Contract.

The Work has been completed (date, month, year): 

For Company:

Signed: \_\_\_\_\_

Position: \_\_\_\_\_

Date: \_\_\_\_\_

## ACCEPTANCE CERTIFICATE

 PROJECT TITLE:

 CONTRACT TITLE:

 CALL OFF/TASK/PART DELIVERY:

 CONTRACT NO:

 CONTRACTOR:

Pursuant to the provisions of Conditions of Contract, Article 22.4, Company hereby certifies that the Work, including guarantee work, has been completed.

For Company:

Signed: \_\_\_\_\_

Position: \_\_\_\_\_

Date: \_\_\_\_\_

## Variation Order Request (VOR)

**Project:**

|                                                                       |             |                    |                                             |      |         |       |                    |            |
|-----------------------------------------------------------------------|-------------|--------------------|---------------------------------------------|------|---------|-------|--------------------|------------|
| <b>Contractor:</b> <COMPANYNAME                                       |             |                    |                                             |      |         |       |                    |            |
| <b>Contract No:</b> <CONTRACTNUMBER                                   |             |                    | <b>Contract Title:</b> <CONTRACTDESCRIPTION |      |         |       |                    |            |
| Variation Order Request No: <CLAIMNUMBER                              |             |                    | Date:                                       |      | Rev No: |       | No of Attachments: |            |
| Subject:                                                              |             |                    |                                             |      |         |       |                    |            |
| Description of the work including reasons for VOR, background, etc.): |             |                    |                                             |      |         |       |                    |            |
| References:                                                           |             |                    |                                             |      |         |       |                    |            |
| Detailed compensation:                                                |             |                    |                                             |      |         |       |                    |            |
| WorkpackID                                                            | Description | Mhrs               | No of Units                                 | Unit | Curr    | Ls/Ps | Unit Rate          | Total Cost |
|                                                                       |             |                    |                                             |      |         |       |                    |            |
| Total value per currency:                                             |             |                    |                                             |      |         |       |                    |            |
| Currency                                                              | Manhours    | Value per currency |                                             |      |         |       |                    |            |
|                                                                       |             |                    |                                             |      |         |       |                    |            |
| Total Mhrs:                                                           |             |                    |                                             |      |         |       |                    |            |
| Impact Contract Schedule:                                             |             |                    |                                             |      |         |       |                    |            |
| Other Effects:                                                        |             |                    |                                             |      |         |       |                    |            |
| For Contractor's Representative:                                      |             |                    |                                             |      |         |       |                    |            |
| Date                                                                  |             | Signature          |                                             |      |         |       |                    |            |

# Variation Order

Project/License:



|                                      |  |                                               |  |  |
|--------------------------------------|--|-----------------------------------------------|--|--|
| <u>Contractor:</u> <CONTRACTOR NAME> |  |                                               |  |  |
| <u>Contract No.:</u> <SAPXXXXX>      |  | <u>Contract Title:</u> <CONTRACT DESCRIPTION> |  |  |

|                                     |                          |                                   |                   |                                            |
|-------------------------------------|--------------------------|-----------------------------------|-------------------|--------------------------------------------|
| <u>Variation Order No.:</u><br><XX> | <u>Rev. No.:</u><br><XX> | <u>No. of Attachments:</u><br><X> | <u>Reference:</u> | <u>VOR No.:</u><br><XX rev. X.X dated XXX> |
|-------------------------------------|--------------------------|-----------------------------------|-------------------|--------------------------------------------|

Subject: <DESCRIPTION>

Attachment(s): <XX>

Description of Variation:  
**Scope of Work (SOW):**  
Pursuant to the provisions of Article <XX> of the subject Contract, Contractor shall perform the following variation:  

- <DESCRIPTION>

The deliverables/ items from Contractor under this Variation Order include:  

- xx:

In accordance with the Conditions of Contract Articles x.x and x.x, Contractor on receipt of this Variation Order shall implement it without undue delay.

The terms and conditions of the Contract SAPXXXX shall apply for the work performed under this Variation Order.

Compensation:  
Company shall pay rates and prices as listed under:

| Item | Description                                         | Unit price / Rate | EA | Total (NOK/USD) |
|------|-----------------------------------------------------|-------------------|----|-----------------|
| 1    | xx                                                  |                   |    |                 |
|      | TOTAL cost limit/ lump sum for this Variation Order |                   |    |                 |

Contractor shall closely monitor the costs and report immediately to Company's appointed representative if the costs exceed the stated amount. Any costs exceeding the specified amount will not be reimbursed unless formally approved in writing by Company.

Schedule / Milestones:  
The Work performed under this Variation Order will be completed xx.  
The following milestones shall apply:  

- Completion date of Milestone 1: <x>

Impact:  
The variation has the following effect on the Compensation: Yes/ Nil  
The variation has the following effect on the Contract Schedule: Yes/ Nil

Special provisions / Requirements (if applicable):

Other:  
Nothing in any Variation Order Request, or any other correspondence in relation to this Variation Order shall change the terms and condition of the Contract, except only to the extent that such change is explicitly set out by this Variation Order.

For Company:

\_\_\_\_\_  
Date Signature

Company's appointed representative:  
<COMPANY CONTACT>

## **ANNEX 6. LOCATION SPECIFIC REQUIREMENTS**

When performing Work at Company's Site Contractor shall adhere to the applicable requirements – TBA by Company