

GENERAL CLAUSES FOR TENDER NORWEGIAN PRINTING MUSEUM, STAVANGER

1. GENERAL PREPOSITION

PROJECT NORSK GRAPHISK MUSEUM - NORWEGIAN PRINTING MUSEUM

TYPE INTERIOR FOR PERMANENT MUSEUM

DEADLINE OF SUBMISSION 08.01.2020

CLIENT The Norwegian Printing Museum
MUST Museum Stavanger
Musegata 16,
4010 Stavanger

GENERAL PLANNER ATELIER BRÜCKNER GMBH (ATB)
Krefelder Straße 32,
70376 Stuttgart (Germany)
Contact: Sandra Maier
Tel.: +49 711 500077-116
Mail: ngm@atelier-brueckner.com

LIGHTING PLANNER LDE BELZNER HOLMES, STUTTGART/BERLIN (GERMANY)

MEDIA HARDWARE PLANNER MEDIENPROJECT P2, STUTTGART (GERMANY)

MEDIA SOFTWARE PLANNER ATELIER BRÜCKNER GMBH, STUTTGART (GERMANY)

OFFER SUMMARY

(TO BE FILLED OUT COMPLETELY, SIGNED AND HANDED IN AS MAIN DOCUMENT)

The EUR-NOK exchange rate shall be considered fixed based on the rate at the moment of the tender publication.
The following exchange rate is valid: 0.1 exchange rate per 25.11.2019 – 1 EUR equals 10 NOK

Bid sum	.....EURO	.....NOK
Total sum, net	.....EURO	.....NOK
+ Value-added tax VAT	.....EURO	.....NOK
Total sum, gross	.....EURO	.....NOK

In the case of the Client ordering any extra work, this will be billed accordingly with the following hourly pay:

Project manager	..... EURO per hour	..... NOK per hour
Master Craftsman	..... EURO per hour	..... NOK per hour
Skilled worker	..... EURO per hour	..... NOK per hour

These hourly rates shall be inclusive all other costs such as environmental fees, return costs, packaging, breakages (repackaging), tolls, taxes, fees, transport and travel expenses, own service cars, service, delivery and billing costs etc.

The tenderer

city, date / legally binding signature & company`s stamp

2. PROJECT DESCRIPTION

Permanent exhibition: 484sqm, Printing Works: 180sqm Total: 664sqm

Small housing settlements in timber and canning factories have shaped the townscape of Stavanger for a long time, and are an important part of the history of Stavanger. The Norwegian Canning Museum is a clear example of these periods and has become an important tourist destination. The new architecture of the Norwegian Printing Museum is not only an extension, but together they establish knowledge about the two most important industries of the city.

The new main exhibition explains the history of the development of writing, the invention of letterpress printing, photography and can label design is thematised. On the upper floor, all visitors can learn more about printing techniques on real printing presses at the printing works.

Through a central foyer, the visitor reaches the two museums via 3 different entrances. The concept allows the visitor to explore all the exhibitions together or each one separately. It can be experienced from any direction and both individually and guided. The rooms are structured by a modular type case vitrine which contains most of the exhibits. Highlight exhibits are located in the center of the room and can be viewed from all sides. The museum should be an attractive place for knowledge transfer.

For the services described in the tender documents are to be produced and installed ready for use. With the submission of an offer, the bidder offers the implementation as described at a flat rate including all necessary services.

3. SUBMISSION OF TENDERS

3.1 DOCUMENTS TO BE DELIVERED

All requests must be delivered electronically via the Merccell portal, www.merccell.com, by the deadline.

A comprehensive offer requires the supply of all documents listed below. All documents must be completely filled in and submitted until the stipulated submission date.

Doc 01 - Bidder's offer letter including overview of the offer documents

This general clauses tender document (1.2) shall be filled out and delivered as main document.

Doc 02 - Completed price forms / tender documents

The attached Excel-documents (1.7 and 1.8) shall be filled out and delivered otherwise unchanged. Changes to the documents in form of additional lines, removal of lines etc. may lead to disqualification.

It is required to provide both unit prices and total prices for each position. It is necessary for the Client to see unit prices to be able to compare Bids and prices and to otherwise verify that the prices are correct. Submitting total prices only may lead to disqualification.

Any comments to the positions may be added in the "Comment" column next to the position. If further explanation or clarification is deemed necessary for a certain position, this information should be included in "Doc 05 – Special circumstances".

Doc 03 – CV of offered personnel

See minimum criteria for offered personnel in section main tender document section 6.

Doc 04 – Reference projects

The Bidder shall deliver a list of maximum 5 reference projects, cf. main tender document section 7.2, in prioritized order based on relevancy to MUST and the project Norwegian Graphical Museum.

Reference projects exceeding the maximum of 5 will be given little to no consideration during the evaluation, so we advise that the Bidder carefully selects the reference projects that they consider to be most relevant to MUST.

Doc 05 - Special circumstances

Need only be submitted if applicable. If so, please give an overview and explanation of any deviations or reservations from the tender documents. If applicable, give a price consequence of the deviation / reservation.

3.2 SIDESOFFERS

Side offers and alternative proposals may be submitted in a separate attachment, in addition to the main offer. However, bidders may not deviate from the essential design elements as well as the principles of the planning. The bidder has to guarantee the completeness, the technical feasibility and the economic efficiency of his side bid. This includes any necessary additional measures.

3.3 COMPLIANCE COMMITMENT

The client expects a binding offer by the bidder. The tender document together with the attachments will form the contract.

With the offer form the tenderer to submit a written explanation that he will meet the defined requirements, specified in this bid document. The client reserves the right to terminate a contract, if parts of the agreed goals are not met or appointments should not be respected.

3.4 PROCUREMENT

Orders are awarded according to the specified criteria in the main tender document. Any unsuccessful bidder will not be entitled to any reimbursement of costs, profits and return of its offer.

The client reserves the right to change the scope, negotiate this and refrain from carrying out the project; claims of any kind against the client thereof are excluded.

4. GENERAL CONDITIONS

4.1 BASIS OF CONTRACT

If the specifications do not contain any other conditions the offer shall be based on following terms and condition:

- Simplified Norwegian building and civil engineering contract NS8406 („Norsk Standard 8406 Forenklet norsk bygge- og anleggskontrakt“)
- The acknowledged rules of construction engineering.
- Accident prevention regulations of the respective professional associations

Business-, delivery and payment conditions of bidder will not be part of the contract.

If specifications should be double, they must be understood as an extract or special instructions. Specifications in the plans will precede the written specifications.

4.2 GENERAL SCOPE

The measures described below mean all necessary construction work which is necessary to provide a complete service within the described trades.

The offer includes a comprehensive, full service including all measures that are necessary to provide, even if they are not specifically mentioned. The services to be provided in detail are given in the specifications. The specifications do not claim to be complete.

Part of the specifications are drawings, which are part of the offer and will be part of the contract when awarding.

5. ADDITIONAL TERMS AND CONDITIONS

5.1 DOCUMENTS

The accompanying documents are part of the offer and will be part of the contract when awarding.

The plans are included as .pdf format files. If bidders require these documents shall be provided in other formats, these can be requested at Atelier Brückner. (Tel: 0711-5000 77 116 or email ngm@atelier-brueckner.com)

5.2 SITE

5.2.1 Installation site

The Norwegian Printing Museum
MUST Museum Stavanger
Musegata 16,
4010 Stavanger

5.2.2 Conditions for construction

The construction site is subject to a predetermined access control.

On site the house rules of the museum apply.

Construction work of any kind are mandatory to be agreed with the museum. Where: without registration - no construction permit. Deliveries as well as working on site are generally to be advised personally. For this purpose, name, company, number plates, etc. need to be named to the museum in advance.

5.2.3 Construction management and logistics

At the time of installation parallel other construction work in the immediate environment and on the transport routes are to be expected, too.

Every dust and noise or causing work are to be coordinated in advance with the site supervisor. The supervisor may approve these works only in the evenings or on the weekend. This extra time will be not due to any additional compensation.

For hot works such as cutting, grinding and / or welding a permission must be obtained from the site supervisor. The instructions printed thereon must be observed.

Escape routes are not derouted during construction.

5.2.4 Execution of the work

The construction sections are to be shut to general traffic and marked with appropriate signs. Escape and rescue routes must be kept clear at all times. Escape signs and safety devices must be set up accordingly. Any necessary site lighting shall be submitted by the Contractor.

Existing and finished surfaces and furnishings in the field of construction are to be protected against damage. The fabricator is responsible for appropriate protection until final acceptance of his works.

The relevant accident prevention regulations must be observed for all the work, especially for work at height.

5.2.5 Execution times of construction

Normal working hours are from Monday to Friday 7:00 to 18:00. Work outside of these hours, e.g. evenings, at night, on weekends or holidays are possible but need to be arranged prior with the site supervisor and client. Night, weekend, and holiday work will not be remunerated separately. Material deliveries are possible only during the day and only after consultation with the site supervisor.

5.2.6 Access and delivery

The access and delivery to the site is via the service entrance of the building in the Haugvaldsgata street. Here is the application, which takes place over a security service.

5.2.7 Transportation routes

The delivery can be made via the service entrance on the first floor. There is no elevating platform for unloading of trucks available.

Transport routes run at first floor up to the elevator.

Elevator is a combined person and freight elevator, and is reached on the first floor from the loading bay.

Dimensions of elevator: loading capacity 2500 kg, size: 1800 x 2700 x 2200 mm (width, depth, height).

Door size: 1600 x 2200 mm (width, height)

The transport routes are to be protected by the fabricator during deliveries so that no damages occur.

Any damages will be reworked on cost of the fabricator.

Storage is only very limited available in the exhibition space. No more space available. Fabricator to keep this in mind and allow for just in time delivery.

5.2.8 Site electricity, construction water

Site electricity will be distributed only via a power distribution board (RCD protected).

The board needs to be provided by the fabricator.

Power will be distributed free of charge for the fabricator.

Construction water is available on site.

Connections to the existing supply lines need to be carried out in a workmanlike manner and to be released from the site supervisor prior to commissioning.

No other than those approved supply connections are allowed to be used.

5.2.9 Toilets, smoking ban, alcohol ban

Toilets are available.

Throughout the building, smoking is not allowed.

Alcohol consumption is forbidden.

5.2.10 Advertisements

It is not allowed for contractor to place any signs or logos inside and outside the building.

5.3 EXECUTION PERIODS

The following schedule contract will become binding to the fabricator:

Procurement	expected to 15/02/2020
Time of execution	expected to 16/11/2020 – 22/01/2021
Off-gassing acc. to con.req.	6 weeks after finishing site assembly
Opening	expected to 05/04/2021

We point out that the dates presented are gross framework-dates. For exact and detailed times, please consult the schedule with attached.

If the bidder opines that the afore mentioned dates are not adequate he has to state this in writing during submission of tenders. By placing an order the schedule will become part of the contract.

5.3.1 Schedules and deadlines

The mentioned dates and deadlines will become contractual terms and contractual appointments. Based on the given framework times and dates a detailed schedule must be created by the contractor. In this schedule all setup and installation times shall be detailed by the contractor. This plan shall be submitted to the client no later than 2 (two) weeks after contract award for approval and coordination with the different lots.

The Contractor shall immediately notify in writing recognizable changes or impending delay in the planned timing of the architects.

The performance of work due to a change order assignment entitles not to exceed the agreed dates, unless written arrangements are made before it.

5.4 REPRESENTATIVE OF THE CLIENT

The overall planning and project management is carried out by

Atelier Brückner GmbH
Krefelderstrasse 32
70376 Stuttgart
Germany

and, if applicable, its specialist planners.

Atelier Brückner represents the client in all matters relating to the construction project.

The entire correspondence is to be conducted with Atelier Brückner. Copies of the correspondence must be sent in copy to the client.

The correspondence of fabricator with all authorities, agencies, planners and other third parties involved in the project is to bring client attention by sending copies.

Atelier Brückner will schedule regular meeting dates as part of the project supervision. The Contractor is obliged to send an authorized representative to all scheduled meeting dates and visits. On the meeting results meeting minutes will be made only by Atelier Brückner. These are binding to all if fabricator does not contradict within one week of receipt.

5.5 OFFER

5.5.1 Scope of the offer

By placing the bid, the bidder agrees to deliver the work referred in performance schedule, including all ancillary services, even if these ancillary services are not specifically mentioned in the drawings or in the specifications, but are necessary for correct and functional establishment of a completed work.

The bidder has to inform himself on all services and requirements, conditions and circumstances that are in any way connected with the construction works. A site visit is strongly recommended.

If the bidder believes that the tender documents contain ambiguities that may affect the bid preparation and price determination, the bidder has to clarify this before bidding.

If the bidder considers additional planning documents are required for processing, he may request that the planners on written request.

If the bidder has concerns about the proposed method of execution, against proposed materials, planning documents or the preworks of third parties, he shall notify this in writing, stating the reasons before tender submission.

If in the tender schedule a quotation of an "offered product" is foreseen, the tenderer is required to provide brand and type of the offered product. The obligation does not apply if only one manufacturer complies with the specification or when the brand offered has already been specified in a different position of the bill. If no entry is made, the predefined text of the performance specifications are taken as offered.

If the specification predefine a brand with the words "or equivalent", the fabricator must perform the proof of equivalence. The proof of equivalence has to be carried out upon request by certificates, brochures, samples.

A color concept had been carried out for the project. This concept is obligatory for execution. Colors specifications are made according to NCS, RAL or Pantone color chart. All colors must be sampled on request.

5.5.2 Price contents

The offers must be in English language, offer prices must be quoted in EURO and NOK. All unit prices are net prices. The VAT should be shown separately. VAT rate applicable at the time of acceptance.

The unit prices shall contain all necessary supplies, and ancillary services necessary for the construction on site or at place of use, including functional finished assembly and all tariff or non-tariff payments, such as trips, trips home, tolls, arrival and return travel costs, overtime and holiday pay, accommodation, freight, packing and so on.

When in doubt, the definition of secondary and special task from sia-norms apply.

Unless specified differently in separat positions the unit prices include the costs of setting up and clearing the site, the provision of all scaffolding, equipment, machinery and of the necessary accommodation and to conduct all safety measures prescribed by the building authoritys, the cost of cleaning, removal of construction debris, etc.

Interim storage costs will not be reimbursed separately unless they are caused by unforeseen decisions or actions by the client or his consultants.

When changes from the client accure, sompare offers need to be presented on request.

The amounts stated in the bills of quantities had been determined during detailed design. These are approximate and serve as a calculation guidance. The masses are to be examined by the fabricator and correct if necessary.

Claims arising from incorrect mass information can not be claimed later on.

The client does not excludes a change in the quantity structure. A possible future change in the quantity may not lead to any obligation for the client.

5.6 OBLIGATIONS

The fabricator shall perform as decribed in the specification in terms of scope, schedule, and quality.

The frabricator is, within its mandated services, to safeguard the interests and rights of the client but may not make any financial commitments in his name. The contracts required to meet its contractual obligations for goods and services he issues in his own name and for its own account.

The Contractor shall provide all project related informations to the client and architect at any time and without special compensation . This obligation exists until the expiration of the warranty period.

5.7 DOCUMENTATION FOR EXECUTION

The fabricator will be provided with plans in the quality of design plans and standard details for calculation of construction.

The Contractor will receives during the construction phase execution plans as data in DXF/DWG- digital format or PDF format.

2 (two) weeks after signing a contract frabricator shall provide a call list for all further plans he needs to develop the project.

On this basis, the remaining construction documents, workshop- and assembly plans shall be prepared by the frabriactor. These should contain all essential installation details, such as exact dimensioning of

buildings and components, cuts and transactions, details of mountings, sizing, performance specifications, material specifications, etc. Necessary measurements on site are part of the fabricators task.

The coordination of the individual sub-trades is to be provided by the fabricator.

Drawings for execution are only binding with the approval stamp of the responsible planner.

Suggestions, advice and plan-approval information as well as a special expertise of the designer shall not relieve the fabricator from his liability and shall, in particular, not allow blame for the client.

The fabricator has to submit his assembly planning to the designer in due time according to schedule. All constructions performed by the fabricator shall be submitted for examination in a checkable format.

The fabricator may only start with the execution when his planning is formally approved by the designer. (The approval time will at least last 5 (five) business days or longer). Delays resulting from late transmittal or repeating drawing transmittals are to the responsibility of the fabricator.

Modified or not approved drawings must be submitted to again. No compensation is provided for this purpose. Works without prior approval note will not be accepted by client and site supervisor.

5.8 CONSTRUCTION AND ASSEMBLY PLANNING

For any execution of the works and installations only approved plans and sketches shall prevail. If the tender documents do not include detailed plans the plans of designer predetermine a formal design statement only.

It is the duty of the contractor to plan joints, connections, mounts, tolerances, etc. and transform the design plans into construction plans that follow state of the art engineering rules, and accord to the expected form of usage.

If not specified in the tender documents, the material thickness should be chosen by the contractor according to the technical and structural requirements.

The static calculations for any built elements like, glazing, fittings, prefabricated structures, steel structures, wall- and roof structures, as well as all shop- and installation drawings are to be made by the contractor without extra fees.

This includes the necessary approvals by legal authorities, if demanded.

If demanded, all materials must be sampled; explicit confirmation of the samples must be obtained from client and designer.

A documentation of all construction works is to be handed over after completion of the works. This includes updated shop drawings and revision plans. 3(three) printed and digital issues are required of all plans and documents not later than 1 month after completion of the main works.

5.9 ALTERNATIVE SOLUTIONS

If the contractor proposes alternative solutions, the resulting execution and permission planning is to be carried out by the contractor at his own cost. All consequences such as fees or changes to other trades shall also be borne by him.

This also applies to information, which need to be provided by others to align with any adapted planning. Costs for design changes as a result of alternatives that can only be carried out by the designers and his subcontractors need also to be reimbursed.

The products and types mentioned in the specifications are mandatory. If marked with the words "or equivalent" other brands or types can be offered but a proof of equivalence can be required. The Contractor shall be liable for damages resulting from failure to comply with these obligations.

5.10 CHECKUP

The documents handed over for execution shall be checked for consistency and accuracy, any ambiguities are to be resolved by queries.

If the contractor mentions that the documents deviate from usual or rational execution or dimensions or are more expensive to carry out or are not state of the, the contractor shall immediately notify his concerns.

Before start of each individual production process all information required for execution, like dimensions or amounts (levels, plan dimensions, pre-works of others, etc.) need to be checked by the fabricator on his own cost and initiative.

5.11 CHANGES IN SCOPE

If additional works will be demanded to the contractor through changes in scope or changes in construction, the contractor shall notify this in writing to the client in good time before the work shall be carried out. He shall submit an appropriate, supplementary offer based on the main offer and services and fees offered here.

Supplementary offers are to be substantiated and justified. At the request the calculation of both, original scope and additional offer is to be disclosed.

Any deviations from the scope, changes in the design or additional works need prior written endorsement by the client.

For any variations requested by the client new unit prices or lump sum prices need to be set agreed in writing before execution. Savings because of minor works are to be included in changes as well. The prices of such services shall be determined on the basis of main offer.

The client may request that the original calculation of the contractor shall be handed over and deposited in a sealed envelope with the client.

For checking of change orders the client by request opening when needed in the presence of both client and contractor.

5.12 CONSTRUCTION SITE, CONSTRUCTION MANAGEMENT, CONSTRUCTION SUPERVISION

The construction site is to be run in accordance with all legal requirements.

The rights of the client are performed on the site by the site management of the client. The Contractor shall appoint an authorized representative for the entire construction period. The representative must

be responsible to carry out the construction management. He must constantly be present and needs to have all the necessary knowledge and authority for the works to be performed on site. All costs here fore, like hotel costs, expenses, etc. are to be included in the offer.

The Contractor shall employ at least one professional construction manager for full project time. The construction manager must check change order of contractor's subcontractors commercially and technically before they are submitted to the client for approval. Same applies to assembly plans by subcontractors, they must be checked by the construction manager, before being submitted to the designer for approval.

The Contractor is responsible for the stability of the components and auxiliary equipment carried out by him or used by him. He should be responsible for protection from damage and dirt. He shall be liable for all damages caused by him, his subcontractors or his machinery and equipment to the building, to the building site, at driveways or other locations.

The Contractor is required to take necessary measures for the protection or preservation of already installed systems and components in case of decommissioning and delay on the site. A compensation payment will not occur.

The contractor undertakes interfaces planning with all other companies involved in planning and on site.

Any trash or rubbish must be removed immediately(daily) by the contractor at his own cost.

5.13 STAFF

The client warrants that for the duration of the complete works only insured, residence and work permitted staffs are employed on the site. In the case of disregard of this provision the client may quit the contract immediately and exclude any compensation cost for the contractor.

5.13.1 Transfer to subcontractors

Any application of subcontractors shall require written consent by the client.

5.14 CONTRACTUAL PENALTIES

If the beginning of execution, intermediate or end dates specified in the schedule shall be delayed through the fault of the contractor the contractor shall pay penalties for each day of violation. Penalties are to be agreed as flat rate per working day, with a maximum limit of sum.

The penalty may be deducted from the final payment deduction and does not need to be formally notified at final acceptance. The contractor has to prove that he is not in charge of the delay or non-compliance of the construction schedule.

If nothing else is agreed upon, the contractual penalties will be regulated by NS 8406 section 26.

The contractor is entitled to prove that the client has suffered no harm by the delay or that it is substantially lower. The client reserves the right to notify further, separate claims.

5.15 LIABILITY

The parties are mutually liable for intentional or grossly negligent damage and in the event of injury to life, body and health.

The contractor shall also be liable for damages caused by slight negligence up to the amount of the sum insured per event.

The client excludes its liability for simple negligence.

5.15.1 Liability Insurance

At signing of the contract the contractor has to prove the existence of a liability insurance for personal injury and for property or pecuniary damage which also covers the risks of its subcontractors. The insurance shall cover the period of the execution and the warranty period - to secure any claims by the client or third parties arising from this contract.

The Contractor need to prove he has a contract with liability insurance company with the following insurance coverage for each case, covered two times per insurance year:

Property and other damages	2.000.000,00 EURO
Personal injury	2.000.000,00 EURO

Further losses and damages not covered shall be borne by the contractor.

5.15.2 Construction insurance

The Contractor shall conclude a construction insurance including fire risk when placing the order. The existence of the insurance need to be proofed towards the client for the duration of the contract period.

5.16 GUARANTEES

The guarantees are to be transferred to the client within 10 working days of order placement. Guarantor must be a credit institution or credit insurer.

If the delivery of the guarantees due time, the client is entitled to withhold payments until the full amount of the guarantee amount is reached or rescind from the contract.

Guarantees are to be issued on form-sheet of the client.

In the case the total contract amount increases of more than 25.000,- EUR the client is entitled to demand additional guarantees in a reasonable amount.

The Contractor shall provide the following guarantees:

5.16.1 Contract performance bond

Contract performance bond in the amount of

10 (ten)% of the gross contract sum

To secure the contract fulfilment. For compensation of any claims from the client the contractor must submit an unconditional, unlimited, perpetual, absolute guarantee for the benefit of the client.

5.16.2 Warranty claims and warranty bond

Warranty claims and warranty bond in the amount of

5 (five)% of gross final settlement amount.

To secure claims from the client against the contractor for defects and warranty claims. An unconditional, unlimited, perpetual, absolute guarantee for the benefit of client need to submitted with the final invoice. Otherwise, the client has the right to withhold the amount of the final invoice.

After the warranty period, the contractor may charge the amount of performance bond only after completion of all defects occurred within the warranty period.

5.17 ACCEPTANCE

After fulfilment of all contractual obligations a formal acceptance is already required now. Acceptance will be not be conducted either by an earlier use, start-up, submission of the final bill or legal acceptance nor by the fabricator notification for completion.

Possible necessary legal approvals, need to be conducted in time and at fabricators own cost. The appropriate certificates need to be handed over to site manager with the application for final acceptance.

For works no longer visible or no longer accessible after their completion, need to be checked immediately by the site manager. For these works separate review reports shall be established. These reviews do not have the character of partial acceptances.

Acceptance may be refused by the client due to significant deficiencies to correct. An amount of defects is equivalent to a significant deficiency.

5.18 WARRANTY

The warranty period is 5 years, starting with final acceptance of the contract.

The Contractor is required to correct defects during the contract and guarantee period immediately after notification. Each clearance of defects must be notified to the client in writing.

The warranty period begins with the final acceptance of the works. The interruption of the warranty period requires only a written notice.

If the contractor is not following his obligation to remedy defects within the period specified to him or he is unable to remedy the defects, the client is entitled to remove the defects by third parties at the expense of the contractor.

The rights of the client for reduction and compensation shall remain unaffected. The contractor shall also be liable for any consequential damages within the warranty period.

5.19 PAYMENT TERMS

5.19.1 Invoicing

The invoices (payment invoices and final invoice) must be submitted in 2 copies in a auditable form to the following address:

The Norwegian Printing Museum
Contact: Anne Leinum
MUST Museum Stavanger
Musegata 16,
4010 Stavanger

Submitted to:
Atelier Brückner GmbH
Projectteam NGM, Sandra Maier
Krefelder Strasse 32
70376 Stuttgart
Germany

All invoices are to be marked as interim invoices or final invoices and to be submitted in format of cumulated calculations. The interim invoices are to be numbered consecutively. In each interim invoice, the interim payments already received are to be shown individually and in numbered sequence.

For any additional items a prior, formal assignment of the client is necessary. These are to be marked as consecutively numbered change order invoices. Since change orders are not intended in this case, this applies only in exceptional cases.

Final invoices shall be handed in two (2) months after completion and final acceptance of the works.

Final invoices shall be handed in two (2) months after completion and final acceptance of the works. The Contractor shall submit with final invoice a statement that all services are carried out in included in the final bill and no further claims by the contractor are still open.

5.19.2 Billing instructions

All amounts given in the tender specifications are indicative amounts, the final compilation of amounts in in the responsibility of the contractor.

If positions are marked "as supplement", the base price is already included in another position. Constructions, which will be covered in the course of the construction, need to be measured before. With this action, a technical inspection can be connected, but it is not considered a formal acceptance.

The material consumption is to be proofed by plans. It will be allowed for the actual consumption without waste, residual scattering and breaking losses.

Measurement plans shall indicate the part of the building, the room number, etc. They shall be established during the construction phase. The same position numbers are to be used as the in the tender descriptions. If invoices are exchanged on electronic media, the comparability of the position numbers must be given in a simple way.

5.19.3 Payments

All payments will be subject to the accuracy of the prepared bills. In case of possible overpayments to the contractor is obliged to repay immediately.

Progress payments shall be made on request up to ninety (90%) of the gross invoicing value of the work completed.

The last tranche of 10 (ten)% of the gross settlement value will be paid only after final acceptance, i.e. after removing all deficiencies found.

A payment schedule shall be agreed jointly after award of the contract. In case of delays it will be adapted to the actual level of performance.

The examination and payment of the final invoice will be conducted after full completion of the construction project and after completion of all contractual obligations of the client. This also includes free delivery of all required plans and documents, etc. in 3 (three) copies in printed and in digital format.

The Contractor is not entitled to forward his claims from the contract with the client to any third party.

5.20 PLACE OF JURISDICTION

Place of jurisdiction is Stavanger, Norway.

6. SPECIAL TERMS AND CONDITIONS

See technical preclauses of each trade.

- END OF DOCUMENT -