

**Norwegian Hydrographic Service**  
**and**  
**[Contractor]**

**APPENDIX C**  
**Administrative requirements**

**MAREANO Programme**

**14.01.2022**

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# 1 QUALITY SYSTEM

## 1.1 General

As part of its quality management, the Contractor shall have documented and implemented a quality system equivalent to applicable parts of NS-EN ISO 9001:2015 to ensure satisfactory administration of all activities having effect upon Contractor's performance under this Agreement, including performance by Contractor's personnel and Sub-Contractors.

The Contractor shall immediately advise the NHS of any requirement, administrative decision, order, ruling or condition issued by any competent authority of classification society pertaining to or affecting its quality system that may influence the Contractor's performance under this Agreement.

### 1.1.1 Planning

The Contractor shall develop, establish, review and maintain plans compliant with the requirements in NS-EN ISO 9001:2015.

When considering the extent of the planning, the Contractor is advised that the NHS places particular importance to the Contractors addressing of the following items:

- That the requirements of the NHS are understood and accepted,
- The Contractors proposal of deliverables,
- Resources, systems, equipment and personnel necessary to meet the requirements,
- Identification of processes and their interaction,
- Product realisation (production schedule),
- Time schedule for the Work, including milestones and personnel turnover plans,
- Validation of processes,
- Validation of deliverables,
- Control of monitoring and measuring devices and
- Dealing with non-conformity

The pertinent plans shall be distributed and be available at all Work locations.

The plans and their subsequent amendments and alterations are subject to NHS approval.

### 1.1.2 Control of documents

With reference to the NS-EN ISO 9001:2015 requirements, the NHS emphasises that documents required by the quality system shall be controlled. This implies appropriate managerial approval of documents prior to issue, review and update of documentation and a readily identifiable version control.

All relevant versions of applicable documents are to be readily available at all points of use throughout the project period.

As amplification to the NS-EN ISO 9001:2015 requirement, the NHS shall be granted access to a set of all relevant documentation. The documentation shall be in an electronic format, but a paper copy shall be provided upon request. The Contractor shall maintain a set of all documents, current and superseded versions, for at least two -2- years after the termination of the project.

All documents, current and superseded, pertaining to the project, are to be retained by the Contractor in a systematic way allowing for easy retrieval. A scheme for control of documents, examples of their format and the plan for the NHS' access to the documents shall be appended the Tender Documents.

### **1.1.3 Quality records**

Quality records shall be established and maintained on all processes and activities having influence on the quality of the product. This includes records of verifications and monitoring outputs, control of monitoring and measuring devices, and records of deliveries.

## **1.2 QUALITY CONTROL PERFORMED BY THE CONTRACTOR**

### **1.2.1 Operational techniques**

The Contractor shall plan, implement and be able to document necessary operational techniques to fulfil the NHS' specifications and requirements for the Work.

### **1.2.2 Processes**

The Contractor shall identify, plan and develop all the processes needed for the Work, their sequence and interaction, including the processes involving the NHS. The Contractor shall determine the criteria and methods required to ensure that control of all processes is effective.

### **1.2.3 Approval, monitoring and measurement of processes for production and service provision**

The Contractor shall have implemented a system for approval of equipment, systems and personnel.

The Contractor shall monitor and measure processes and products against standards and specifications as agreed upon.

Monitoring and measuring devices are to be controlled.

### **1.2.4 Non-conformance and improvement**

The Contractor shall ensure that non-conforming products are identified and that the appropriate dispositions are made to prevent their unintended use or Delivery. Decision to utilise a non-conforming product shall be taken conditional to the consent of the NHS.

In the case of non-conformity, the Contractor shall within two weeks take corrective action to eliminate the causes for non-conformance, and notify the NHS accordingly.

Preventive action to eliminate the causes for non-conformance and improvement is to be brought to the attention of the NHS.

The Contractor is required to maintain a record of non-conformance and the actions ensuing from non-conformance. Items for inclusion in the records will be considered based on the gravity of the non-conformance. The Contractor will provide the NHS with examples of which type of non-conformances that might be registered. Statistics of non-conformance and its remedies are expected to be on the agenda of the management reviews.

The NHS is to have full insight into the records of non-conformance.

### **1.2.5 Presence by the NHS**

The NHS reserves the right to be represented on site, with full insight in all data collected and processed, information and communication during the whole process from start of data collection until the final survey report is written and dispatched.

The purpose of the NHS representative(s) mentioned in [Section 3.3 of the general agreement](#) is to ensure that work standards specified herein are maintained at all times. The NHS representative(s) act(s) in an advisory capacity and must be granted direct access to the Contractor's chief representative whenever requested. The Contractor shall make available office space for the NHS at the Contractor's shore base, and also have personnel with senior positions available and willing to show all the steps in the Contractor's production line.

All costs by having the NHS on site during data collection will be covered by the Contractor. This also includes all communication to shore.

### **1.3 QUALITY AUDITS PERFORMED BY THE NHS**

The NHS shall have the right to perform audits, inspections, tests and controls to ensure adherence to the quality system. The NHS shall also have the right to audit and/or verify Contractor's control systems, accounts, production equipment and products, as far as is necessary to control that the Work is carried out in accordance with this Agreement. The NHS shall have the right to exercise these rights at any time during the term of this Agreement and for a period of two years following the completion of the Work or the termination of this Agreement.

For the purpose of performing such audits, inspections, tests and controls, the NHS shall be given access to all relevant documents and information.

These provisions apply correspondingly to Sub-Contractors. Quality audits of Sub-Contractors may also be performed by the Contractor at his discretion.

The NHS may require modifications or corrective actions as deemed necessary to correct any deviations and/or non-conformance. If such modifications or corrective actions are required, [Section 8.4.2 of the general agreement](#) applies correspondingly.

All audits shall be planned and carried out according to a review plan agreed upon with the Contractor.

Contractor shall provide and/or assist the NHS in providing any documentation the NHS requires relating to the quality system, quality assurance or quality control, including, but not limited to, documentation the NHS deems necessary for the NHS' submission of applications to relevant authorities, or to respond to an inquiry by any governmental authority having jurisdiction.

## **1.4 PRODUCT DELIVERY**

### **1.4.1 General**

Every Delivery must be certified by the Contractor as having passed the quality control prior to Delivery.

#### **Data delivery address**

All data shall be delivered to NHS and NGU at the same time.

Shipping address NHS:

NHS att./Arne E. Ofstad  
P.O. Box 60,  
N-4001 Stavanger  
NORWAY

E-mail data delivery at NHS: [sjomaaling@kartverket.no](mailto:sjomaaling@kartverket.no)

Shipping address NGU:

NGU att./ Berrit Bredemeier  
Postboks 6315 Sluppen,  
7491 Trondheim  
NORWAY

E-mail data delivery at NGU: [marinedata@ngu.no](mailto:marinedata@ngu.no)

### **1.4.2 Acceptance of data**

Each Delivery of Work will be tested using sampling techniques to ensure it meets the acceptable quality standards specified in **Appendix B Technical specifications**.

Data which have been accepted shall be preserved and retained by the Contractor for a period of five -5- years after the completion of the Work according to **Section 1.8.3 of the general agreement**. The data shall be made available to the NHS upon request, free of charge.

### **1.4.3 Notification of test results**

The NHS shall submit to the Contractor a notification of test results. The deadline for such notification corresponds to the acceptance period prescribed in **Section 1.8.2 of the general agreement**.

### **1.4.4 Procedures if a Delivery fails the quality acceptance test**

If the Delivery fails the quality acceptance test, the data will be returned to the Contractor for correction.

The non-conformities must be corrected and re-submitted within two weeks of its return to the Contractor. Re-submitted batches will be re-tested.

Re-testing as a result of a defect will be charged to the Contractor, according to **Section 3.1.6 of the current appendix**.

## **2 INVOICE REQUIREMENTS**

The purpose of this Section is to describe the appropriate invoice data and documentation required to substantiate the compensation payable under the terms of this Agreement. The terms governing the basis on which compensation is payable are not modified or expanded by the provisions of this Section.

Invoices presented under this Agreement must conform to the following invoice and documentation requirements:

- The invoicing for the production shall be based product delivery. See payment schedule in [Section 3.2 of the current appendix](#)
- The invoice shall be in Norwegian kroner (NOK) and be based on the prices in [Section 3 of the current appendix](#)
- Payment shall be made in accordance with invoices within 30 - thirty - calendar days.
- The final invoice shall be received by the NHS within 90 days of completion of the Work according to [Section 1.8.3 of the general agreement](#)

The Contractor is required to use electronic invoice in approved standard format in accordance with the regulation of April 2<sup>nd</sup>, 2019, on electronic invoice in public procurement.

The Customer is linked to *Aksesspunkt* (Access Point) by his company's reg. no. 971 040 238.

Approved standard formats for invoices:

- EHF invoices version 3.0 or later versions
- PEPPOL BIS Billing v3.0 or later versions
- Other approved standard formats that implement the European standard for electronic invoicing (EN16931)

Invoices should be marked with:

Resource no.: 50284

Reference number: 21/40557

Name: Nicolien Haasbroek

The invoices shall be accompanied by documentation as the NHS may reasonably demand to verify the correctness of items invoiced. This includes a full description of:

- All charges including rates and time period to which such charges relate,
- All applicable discounts
- Handling charges, overhead charges or Contractor reimbursements,
- Fees or charges only as authorized by this Agreement or in writing by the NHS

To the extent said invoices are properly presented and correct, invoiced work and deliverables accepted by the NHS, and subject to the terms of this Agreement, shall be paid according to [Section 3 of the current appendix](#).

Failure by the Contractor to abide by these invoice requirements may delay payment of invoices or cause such invoices to be returned to the Contractor unpaid for further documentation.

## **3 PRICES AND TERMS OF PAYMENT**

### **3.1 Prices**

The production will be priced per km<sup>2</sup> of accepted data. This will cover the cost of survey work, all inclusive (including but not limited to: mobilisation, demobilisation, technical downtime, weather downtime, processing, analysis, reporting and data delivery).

The prices in this section are based on the technical requirements and the required final products as listed in **Appendix B Technical specifications**. The NHS retains the right to change the technical requirements and final deliverables as a result of gained experience or the Contractor's suggestions. Any changes or modifications to the technical requirements and final deliverables will result in additions or deductions in the prices given here, and additional charges based solely on the compensations agreed to in the **current Section**.

The terms used in the current section, are defined in **Appendix B Technical specifications** of this Agreement.

### **3.1.1 Value per km<sup>2</sup>, covered area and total value**

*NHS will copy the suppliers submitted price form here before contract signing.*

### **3.1.2 NHS Personnel**

If the NHS is affected by the Contractor's work due to rectification of defects, training of the Contractor's personnel or advising the Contractor, Sub-contractor or their personnel, the NHS may charge the Contractor the costs for this.

The costs will be charged on an hourly basis estimated to NOK 1000,- per hour.

## **3.2 Payment schedule**

Contractor will invoice the NHS according to the following payment schedule:

- 10% of the Contract value to be invoiced as a down payment after sign of Contract and delivery of a Bank Guarantee covering the same amount.
- 10% of the Contract value to be invoiced at completed vessel and equipment mobilisation at site.
- 60% of the Contract value to be divided into payments for sub-survey areas based on delivery of quality controlled data.
- 20% of the Contract value to be invoiced at completed final report.

## **3.3 Payment deadline**

If the NHS disputes any part of the invoice, it shall pay the undisputed portion of the value within 30 days after receipt of the invoice. Such payment by the NHS shall not prejudice its rights in future to dispute any part of any invoice including any already paid.

The payment period shall cease to run at the time the NHS notifies the Contractor of such dispute, and shall recommence on the date that the NHS receives Contractor's credit note. The issuing of such a credit note by Contractor shall not itself in any way be evidence of acceptance by Contractor that the NHS is correct in disputing that part of the invoice to which the credit note relates.

The NHS reserves the right to withhold payment of 20% of total remuneration until the final survey report is delivered according to **Appendix B Technical specifications.8.4. Reports**.

The Contractor and his Sub-contractors shall maintain true and correct records in connection with the Work and all transactions related hereto. Such records shall be retained during the performance of the Work and for at least 24 months after the completion of the Work. In case



of termination of the Agreement in accordance with [Section 8.4.5 of the general agreement](#), this provision applies correspondingly.

## 4 CONTRACTORS ORGANISATION

Please describe Contractors organisational structure in connection with the commencement of this work. Please describe communication lines and lines of responsibility, name key personnel and inform about their titles. Please indicate the number of years the Contractor will have secure storage of all the collected and processed data.

If the Agreement includes a requirement for personnel with specific qualifications, the plan shall indicate how Contractor will ensure that such personnel will be available at all times.

Key personnel shall not be moved or changed without the NHS' prior written approval. Such approval will depend on whether Contractor can provide a satisfactory substitute.

## 5 SUB CONTRACTING

Please inform of eventual Sub Contractors and which work is planned set out to one or more sub-Contractors. Please inform how large part of the total workload which will be sub-contracted and to which sub-contractors.

## 6 REPORTS TO PUBLIC AUTHORITIES

### 6.1 Reports to public authorities

The Contractor holds the full responsibility for ensuring that all public authorities, and any bodies acting on behalf of such authorities, receive the information required by law, regulations or agreements from the Contractor himself and his Sub-contractors in a descending line.

The Contractor shall forward to the NHS representative(s) copies of all such information, including all reported data whether pertaining to Contractor's own reports or to reports from any Sub-contractors in a descending line, and information concerning employees as well as signed contracts.

When contracts are amended or staff changes are implemented, updated report data must be forwarded to the appropriate public authorities and a copy submitted to the NHS representative.

The reports and data described in this Section shall be forwarded to the NHS representative(s) listed in [Section 1.9.2 of the general agreement](#).

#### 6.1.1 Reports to the Central Office - Foreign Tax Affairs

When working on the Norwegian continued shelf, the Contractor shall report to the Central Office – Foreign Tax Affairs in accordance with the provisions of Act of 13 June 1980 No. 24, the Norwegian Tax Assessment Act.

The duty to report apply to Contractor's and Sub-Contractor's contracts, all sub-contracts in a descending line, and employees involved with the work, including:

- All Contractors which involve Sub-Contractors working along the Norwegian coast
- Contracts which involve the performance of onshore building or assembly work in Norway by companies not based in Norway

- Employees, who are foreign citizens, who will be working in Norway or along the Norwegian coast
- Employees, who are Norwegian citizens, who are employed or hired by a company which is not based in Norway

Form RF1198 must be used for employees and form RF1199 must be used for contracts and sub-contracts.

Reports shall be submitted no later than 14 days after work has commenced. Changes shall be reported no later than 14 days after the change has been implemented.

When 'working' in other areas, the Contractor shall follow the rules and regulations of the authorities having jurisdiction.

### **6.1.2 Reports to the Directorate of Immigration**

The Contractor shall report to the Norwegian Directorate of Immigration as well as to the local police authority in accordance with applicable laws and regulations.

### **6.2 Failure to comply with the provisions of Section 7.1**

The NHS shall be indemnified against any costs incurred as a consequence of Contractor's failure to comply with laws, regulations or agreements as said in [Section 7.1](#) of [the current appendix](#).

The NHS reserves the right to off-set such costs against any amount payable to the Contractor.

## **7 MEETINGS BETWEEN THE NHS AND CONTRACTOR**

Meetings between the parties can take place once a month or as often as the NHS finds it necessary for control and performance of the Work.

Unless otherwise agreed, the Contractor shall take minutes of the meetings. The minutes shall be brief but must include:

- Decisions made,
- Deadlines for carrying out decisions,
- Personnel responsible for carrying out decisions, and
- Status for previous decisions

The minutes shall be sent to the NHS for approval within three -3- working days of the meeting.