

Contractual Conditions

Revolving Stage

Trøndelag Teater

A. General Conditions

NS 8407 General Conditions of Contract for Design and Build Contracts shall constitute the General Conditions of Contract for this Contract, subject to the exceptions, amendments and clarifications set out in Section B Special Contractual Conditions and in the Invitation to Tender.

B. Special Contractual Conditions

NS 8407 Clause 7.3 Provision of Security by the Client

Notwithstanding Clause 7.3 of NS 8407, the Client shall not provide security for the fulfilment of its payment obligations under the Contract.

NS 8407 Clause 10 Contractual Assistants (Supplement)

The Design-Build Contractor shall not engage more than two tiers of subcontractors below its own level for the performance of the Contract Works. The Client may consent to additional tiers where this is necessary to fulfil the Contract due to unforeseen circumstances.

NS 8407 Clause 12.1, 12.2 and 12.3 Assignment of Separate Contractors

The Client may require the Design-Build Contractor to accept the assignment of separate contractors, who shall thereafter become subcontractors and/or suppliers to the Design-Build Contractor.

NS 8407 Clause 12.4 Site Management and Progress Control

The Design-Build Contractor may be subject to site management and progress control carried out by others, or may be required to provide site management and progress control in respect of separate contractors.

NS 8407 Clause 15 Procedural requirements (Supplement)

Quality Assurance

The Design-Build Contractor shall establish and maintain a management system that complies with NS-EN ISO 9001:2015 or equivalent requirements set out in another relevant quality management system standard. The management system shall also

comply with NS-EN ISO 14001:2015 or equivalent requirements set out in another relevant environmental management standard.

The Design-Build Contractor shall prepare a Quality Plan in accordance with NS-EN ISO 10005:2018. Unless otherwise agreed, the Quality Plan shall be based on the Client's template and submitted no later than 30 days after contract award.

In accordance with the Client's templates and instructions, the Design-Build Contractor shall prepare and implement an Inspection and Test Plan (ITP) or other control plan to ensure the quality assurance and control of work performed by the Design-Build Contractor and its subcontractors and other contractual partners.

Compliance with Sanctions Legislation

The Design-Build Contractor shall comply at all times with the Norwegian Sanctions Act of 16 April 2021 No. 18 (Lov om gjennomføring av internasjonale sanksjoner) and all regulations issued pursuant thereto, including any sanctions and restrictive measures implemented by Norway from time to time.

Such compliance shall include, among other things, ensuring that neither the Design-Build Contractor, its subcontractors, suppliers, nor any persons or entities involved in the performance of the Contract are subject to sanctions that would prohibit or restrict their participation in the Contract. This includes, without limitation, sanctions and restrictive measures relating to Russia and Belarus, where applicable.

The Design-Build Contractor shall maintain adequate procedures to ensure compliance with applicable sanctions legislation and shall promptly inform the Client of any circumstance that may affect such compliance or the performance of the Contract.

If the Client reasonably believes that a breach of applicable sanctions legislation has occurred, or that there is a material risk of such breach, the Client may require the Contractor to provide relevant documentation and to implement appropriate corrective measures within a reasonable period specified by the Client.

The Design-Build Contractor shall, without undue delay, remedy any non-compliance identified by the Client, including replacing subcontractors, suppliers or other business partners where necessary to ensure compliance with applicable sanctions legislation.

NS 8407 Clause 18 Site Conditions and Internal Control (Supplement)

Safety, Health and Working Environment (HSE)

The Design-Build Contractor shall comply at all times with the applicable provisions of the Working Environment Act and its associated regulations, the Client's HSE Plan, the Special Requirements relating to HSE and responsible business conduct, and any instructions issued by the Client or the HSE Coordinator.

In the event of a breach of the above obligations, the Client shall be entitled to suspend the Works or implement any other measures necessary to safeguard safety, health and the working environment.

A material breach of the above obligations may be invoked by the Client as grounds for termination of the Contract. Where such breach consists of repeated violations of these obligations, the Client may terminate the Contract even if the Design-Build Contractor subsequently remedies the non-compliance.

The Client may, on the same basis, require the Design-Build Contractor to replace subcontractors. Any such replacement shall be carried out at no cost to the Client.

HSE Cards and Identification

All personnel working on the Site shall hold a valid Norwegian HSE Card (*HMS-kort*) where required under Norwegian law. The HSE Card shall be worn visibly at all times while on the Site.

Foreign Contractors – Information on Contracts, Contractors and Employees

Any contract awarded to a foreign contractor or subcontractor, and all employees working under such contract, shall be reported to the Register of Contracts and Employees (Oppdrags- og arbeidsforholdsregisteret) in accordance with Section 7-6 of the Norwegian Tax Administration Act (*Skatteforvaltningsloven*).

The Design-Build Contractor shall be responsible for ensuring that such reporting is carried out throughout the entire supply chain.

Upon request, the Design-Build Contractor shall provide documentation demonstrating that the reporting obligation has been fulfilled, including copies of the registration forms or receipts issued through Altinn.

Any taxes, duties, fees, administrative penalties, coercive fines, or other costs imposed on the Client as a consequence of the Design-Build Contractor's failure to comply with the obligations set out in this clause shall be borne solely by the Design-Build Contractor, who shall indemnify and hold the Client harmless against any such claims, liabilities, costs, or expenses.

Requirements Relating to Wages and Working Conditions

The Design-Build Contractor is responsible for ensuring that its own employees, employees of subcontractors, and agency workers are provided with wages and working conditions in accordance with:

- the Regulations concerning Generally Applicable Collective Agreements; and
- the Regulations on Pay and Working Conditions in Public Contracts of 8 February 2008, where applicable.

In areas not covered by regulations on generally applicable collective agreements, wages and working conditions shall be in accordance with a nationwide collective agreement applicable to the relevant industry.

The term *wages and working conditions* includes provisions relating to minimum working hours, pay, including overtime pay, shift and rotation allowances, inconvenience allowances, and reimbursement of travel, board and lodging expenses, to the extent such provisions are stipulated in the applicable collective agreement.

Upon request, the Design-Build Contractor shall document the wages and working conditions of its own employees, employees of any subcontractors, and agency workers. Such documentation shall include, but not be limited to, copies of employment contracts, payslips, time sheets, and the employer's bank statements. The documentation shall be provided on an individual employee basis and clearly identify the person to whom it relates.

Where working time arrangements or agreements cover multiple assignments and/or other clients, the Design-Build Contractor shall provide documentation containing sufficient information to verify the averaging of working hours against the relevant working time arrangement or agreement.

The Design-Build Contractor shall provide the Client with access to information concerning audits and inspections carried out within the supply chain, including the results of such audits and inspections. Serious breaches identified through such audits or inspections shall be reported to the Client without undue delay, together with a description of the corrective measures to be implemented.

In the event of a breach of the requirements relating to wages and working conditions, the Design-Build Contractor shall immediately remedy the non-compliance. The Client shall be entitled to withhold an amount corresponding to approximately twice the financial benefit obtained by the employer as a result of the breach, irrespective of whether the employee has pursued a claim against the employer. The right to withhold payment shall cease once rectification has been documented.

In the event of serious or repeated violations, or where corrective action is not taken within a reasonable period of time, the Client may impose liquidated damages equivalent to the amount withheld.

Any breach of the requirements relating to wages and working conditions shall entitle the Client to suspend the Works or, in cases of serious or repeated breaches, terminate the Contract.

Requirement for Payment of Wages and Other Remuneration through a Bank or Authorized Payment Institution

Any wages and other remuneration payable to the Design-Build Contractor's employees, employees of subcontractors, and agency workers who are directly involved in the execution of the Works under this Contract shall be paid, free of charge to the employee, through a bank or other institution duly authorized to provide payment services.

The Design-Build Contractor and any subcontractors shall, upon request, provide the Client with the documentation necessary to demonstrate compliance with the contractual requirements referred to in the first paragraph. The processing of such information shall be subject to the applicable data protection legislation unless otherwise provided by law.

Any exemptions permitting other methods of payment pursuant to Section 6-51(3) of the Norwegian Tax Act shall apply to the extent relevant. For the payment of wages, the exemptions set out in Section 14-15(2) of the Working Environment Act shall apply to the extent relevant.

In the event of serious or repeated breaches of this provision, the Client may terminate the Contract or require the replacement of the relevant subcontractor. Any costs resulting from such termination or replacement shall be borne by the Design-Build Contractor.

All agreements entered into by the Design-Build Contractor for the performance of work under this Contract shall contain corresponding provisions.

NS 8407 Clause 27 Advance Payment (Supplement)

Any advance payment agreed to be made to the Design-Build Contractor shall not be paid until the Design-Build Contractor has provided security, approved by the Client, for the advance payment in the form of an ordinary guarantee issued by a bank, insurance company or other financial institution acceptable to the Client.

NS 8407 Clause 28 VAT Registration and Import Responsibilities

Work relating to real property is deemed to constitute services connected with immovable property for the purposes of the Norwegian Value Added Tax Act.

Accordingly, any foreign Design-Build Contractor shall act as the importer of all goods, materials, services and other inputs required for the performance of the Contract.

The foreign Design-Build Contractor shall register for VAT in Norway (in the Norwegian VAT Register) immediately following the conclusion of the Contract, enabling it to issue invoices in accordance with Norwegian requirements. Norwegian VAT shall be invoiced together with the main contract claim and shall not be stated in a separate invoice.

Any milestone invoice which, under the Contract, is to be issued before the commencement of the construction works shall also include Norwegian VAT.

NS 8407 Clause 18 Responsible Business Conduct (Supplement)

The goods and services supplied under this contract shall be produced and delivered under conditions that comply with the conventions and legislation listed below. The requirements apply to the Design-Build Contractor's own operations and throughout the supply chain and include:

- The ILO Core Conventions concerning forced labour, child labour, discrimination, freedom of association and the right to collective bargaining: Conventions Nos. 29, 87, 98, 100, 105, 111, 138 and 182.
- Where national legislation restricts the rights embodied in ILO Conventions Nos. 87 and 98, the employer shall facilitate, and not hinder, alternative mechanisms for independent and free worker representation and collective bargaining.
- Article 32 of the United Nations Convention on the Rights of the Child.
- Labour legislation in the country of production. Particular emphasis shall be placed on:
 - wages and working hours;
 - health, safety and working environment;
 - regular employment relationships, including employment contracts; and
 - statutory insurance schemes and social security arrangements.

Where international conventions and national legislation address the same subject matter, the higher standard shall always prevail.

NS 8407 Chapter XI Advertising and Media Relations (Supplement)

Advertising and Signage

If the Design-Build Contractor or any of its subcontractors, suppliers, or other contractual partners wishes to use the Project for advertising purposes or otherwise provide information about the Project to the public, other than merely listing the Project as a general reference, the matter shall be submitted to the Client for prior approval.

Media Relations

All contact with the media concerning the Project shall be handled exclusively by the Client.

NS 8407 Clause 50.4 Dispute resolution

Any dispute arising out of or in connection with this Contract shall be subject to Norwegian substantive and procedural law.

The exclusive venue shall be the Trondheim District Court (Trondheim tingrett), Norway.