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Fluxys Technical Specifications Part 2 Construction

- General -

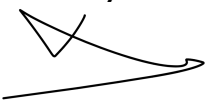


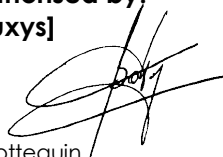
General Specification

“General and administrative regulations for the execution of works”

TABLE OF REVISIONS

Rev. no.	Rev. date	Comments
I	05/01/2021	Fine-tuning
H	24/05/2018	Addition of GDPR
G	01/07/2012	Fine-tuning
F	01/07/2010	Fine-tuning

For any questions or comments, please contact the [Process Manager](#).

Written by:  D. Schrijvers Legal Counsel Date: 15/02/2021	Process Manager:  A. Bellucci Procurement Manager Date: 5/03/2021	HSEQ check by:  X. Laurent Prevention Manager Date: 05/03/2021	Authorised by: [Fluxys]  T. Bottequin Engineering Manager Date: 05/03/2021
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ENGINEERING ITERATION

Redaction Check Point	Date	Comment
4.90000/00043	05/01/2021	

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1. Introduction


In view of the contractual conditions governing the implementation of these Works, the Contractor shall execute the Works in accordance with best practice, in order to deliver finished work of high quality within the agreed deadline and in accordance with the specification documents taking into account the intended use of the construction work and special conditions in relation to safety. The Contractor acknowledges that the timely delivery of the work is an essential contractual obligation ('time is of the essence').

If the Contractor fails to fulfil one of the obligations pursuant to the Order (as a result of which significant problems occur, for example, in terms of planning, quality of the Works, etc.) or the Contractor finds himself in a situation of a suspension of payments, is the subject of dissolution proceedings, bankruptcy, liquidation, debt mediation or equivalent proceedings or if he forgoes all or a significant portion of his assets, the Owner is entitled, without prejudice to the application of other provisions stated in the Order, without prior authorisation of the court, and to do so by merely sending a notice of default to the Contractor, which remains unheeded within the deadline stated by the Owner:

- a) to terminate the Order in full or in part unilaterally at the expense of the Contractor by registered mail, following the aforementioned notice of default of the Contractor, which remains unheeded within the stated deadline. In the event of termination of the Order, within a period of thirty (30) calendar days from sending the notification by registered mail the Contractor shall proceed to repay to the Owner any payments already received in respect of the portion of the Order to which the termination pertains.
- b) or to request the Contractor or to allow the Contractor to arrange to be replaced by a third-party – that has been previously approved by the Owner – for the execution of his obligations that have not been performed, in his own name, for his own account and his own risk and that acts on behalf of, for the account of and at the risk of the Contractor.
- c) or to arrange to replace the Contractor for the execution of the obligations that he has failed to perform by a third party appointed by the Owner, who acts on behalf of, for the account of and at the risk of the Contractor.
- d) or to stand in for the Contractor for the execution of the obligations that have not been performed at the cost of the Contractor.

In cases (b) and (c), parties agree that the third party that is appointed in place of the Contractor is entitled on simple request and at no expense to use the technical documents, the Materials, the equipment and the installations of the Contractor, that are needed for the execution of the Order.

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In the case of (d) the Contractor agrees that the Owner is entitled on simple request and at no expense to use the aforementioned technical documents, Materials, equipment and installations.

The Contractor undertakes to grant his full cooperation so that the third-party or the Owner, as the case may be, should have the technical documents, the Materials, the equipment and the installations at its disposal as quickly as possible.

In all of the above instances, the Owner does not owe any compensation to the Contractor for exercising these rights. Irrespective of liability for any costs determined in the aforementioned clauses, the Contractor remains liable for all damages, which where applicable should arise as a result of his non-performance.

In the event that the Contractor unilaterally breaches his obligations, the Owner reserves the right to consider the Order to have been dissolved by the Contractor, in which case the Owner is entitled to demand a lump-sum compensation amounting to twenty-five per cent (25%) of the value of the Order, or more if the actual damage is greater than this.

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2. Suspensive clause/Condition precedent

The Order is concluded upon the suspensive condition that the Owner obtains all the necessary licences for carrying out the (building) work that has been set out.

The Owner shall notify the Contractor in writing of the fulfilment in full or in part of this suspensive condition so that he can commence within two (2) weeks the Works respectively in full or in part, unless specified otherwise in the aforementioned writing.


If the Owner does not notify the fulfilment of the suspensive condition in respect of all or a part of the (building) work within a period of twelve (12) months from the date of the Order, this Order shall be dissolved in part or in full without the intervention of a court, without any compensation for the parties.

Working on the assumption that the Owner has to give notice to terminate this Contract (for whatsoever reason) whilst the suspensive condition is fulfilled - in full or in part - the parties then agree that the Contractor shall be compensated in the following manner:

- the actual work executed/building materials supplied to the Construction Site up to the date of notification by the Owner of the notice to terminate (by registered mail with acknowledgement of receipt) is paid in full by the Owner, based upon the documentary evidence that both parties approve;
- the Owner pays the Contractor a single lump-sum compensation payment amounting to ten per cent (10%) of the difference between the total amount of the Order and the amount of the work already completed.

The parties expressly agree that the amounts paid on the basis of this clause, are the lump-sum and full compensation payment for the damages of the Contractor of whatsoever nature, in other words both the *damnum emergens* (actual loss suffered or still to be suffered) – direct or indirect – and the *lucrum cessans* (unrealised profit), in settlement of all invoices. In addition, the parties forsake any right of appeal of whatsoever nature.

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3. General

3.1. Scope of application

This General Specification, which determines the general and administrative conditions, is applicable to the Contracts for the execution of Works except for changes and/or stipulations set out in the documents of the Contract.

3.2. Abbreviations


<u>Term</u>	<u>Meaning</u>
GS	General Specification
CB	Contract Boundary
CoB	Connecting Boundary
[PS]	Particular Specification
PS	Particular Section
CMK	Material Costs
LMRA	Last-Minute Risk Analysis
NDT	Non-Destructive Test
SP	Special Point
TS	Technical Specification
SCC	Safety Checklist Contractors
HSE	Health, Safety and Environment

3.3. Definitions


The terms used in the Contract are to be understood as follows; all definitions will be indicated in capital letters in the specifications.

<u>Term</u>	<u>Meaning</u>
Approval	Written approval.
Additional Works	Works that are not part of the original Contract but that are found to be necessary during the execution of the Contract. These Works may only be carried out and invoiced subject to the prior written agreement of the Owner and shall comply with the Owner's technical requirements.
Bidder	The Contractor preselected by the Owner or the Contractor who has been sent a request for a quotation by the Owner and who has submitted a bid.
Connecting Boundary	Geographical definition of the area where the activity boundary is situated, either of activities pertaining to the same Contract, including at stations, at a Particular Section or at EIS areas, or otherwise of two Contracts. In the latter case, the CoB coincides with the CB.
Construction Site	Location where the Works are to be carried out by the Contractor in accordance with the Contract.
Contract	See 'Order'.
Contract Boundary	Geographical definition of the area where the activity boundaries of two contracts are situated relative to each other. This is the point where

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	connection works are carried out so that the installation forms a single unit if its execution is divided into two or more contracts.		
Contractor	The individual or legal entity with whom the Owner has entered into the Contract.		
Days	The number of days stipulated in the Contract refers to calendar days and not working days, unless explicitly specified otherwise.		
Defective weld	Any weld that has been declared unacceptable by the External Technical Inspection Body and needs to be repaired or which is considered to be a hidden flaw.		
Equipment	Any machines, tools and devices, whatever their nature, necessary for the construction, execution and maintenance of the Works specified in the Contract.		
External Technical Inspection Body	Inspection organisation as set out in the various items of Legislation concerned, such as the Royal Decree of 19 March 2017 on the safety measures applicable to the establishment and operation of facilities for the transport of gaseous and other products by pipeline. Hereinafter it is referred to as the External Technical Inspection Body.		
Fixed Price	An all-in (i.e. total) fixed price taking into account all foreseeable visible and invisible obstacles, for which the Contractor is to act with due professional care, including but not limited to domestic gas, water, wastewater, electricity and telephone connections, sewers, and quay wall anchoring. Any changes with regard to the layout, depth, method of mechanical protection (casings, concrete slabs, strips of wood, geotextiles, etc.) exceeding the tolerances laid down in the technical documents may also entail an additional charge or deduction insofar as the tolerances have been clearly specified in advance on concluding the Contract.		
Goods and/or Services	As the case may be, all or part of the construction materials, Materials, Equipment, structures, devices, tools, machines, works, Works, and so on that are to be built, assembled, adapted or commissioned by the Contractor according to the Contract, including any surveys, activities, works and services specified in the Contract. The terms Goods and Services may be used interchangeably as the context requires.		
Golden Weld	Any weld which has not subjected to the resistance test.		
Kick-off Meeting	The first site meeting between the Contractor and the Owner after the Contract has been awarded but prior to the actual start of the work or of activities on the Construction Site.		
Line Work	Delivery and execution of all Works for the construction of pipelines that are not covered by an SP or a PS, implemented in accordance with the standard accepted construction methods, for which a separate Unit Price per metre has been set and which are described in the particular execution conditions of the [PS].		
Material	The materials or any other supplies that are intended to be part or an integral part of the Works.		
Maximum Permissible Operating Pressure	The maximum pressure at which a pipeline may be operated.		
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Natural Gas Stations	All underground and/or above-ground equipment and accessories located in a strictly defined part of the Owner's natural gas transmission system. In particular a natural gas station is characterised by its main function (e.g. pressure reduction, metering, dam, valve station, etc.) and is in general located within a fenced-off plot that is the property of the Owner and therefore codified as such. A Natural Gas Station can also be a customer junction (in-line valve, branch junction, etc.), whose components are part of the main pipeline and hence are part of a codified pipeline and can also be located in a non-fenced plot that is not the property of the Owner, and therefore coincides with the codification of the pipeline. They are generally referred to as Stations.
NDT Contractor	The Contractor in charge of the production of radiographic films of the weld seams.
Order or Contract	The written documents issued by the Owner to the Contractor, as well as all the associated enclosures, appendices and amendments applicable directly or indirectly to the Works.
Overdepth	The discrepancy between the depth of the actual top of the pipe or installation when installed and the minimum depth stipulated in the Contract, where this discrepancy exceeds 30 cm.
Owner	The party awarding the Works covered by the Contract. Unless stated otherwise in the Order, this party is Fluxys Belgium NV/SA or Fluxys LNG NV/SA. The representatives of the Owner, acting on the latter's behalf vis-à-vis the Contractor, are indicated in the organisational chart for the Works.
Particular Section	A section of a pipeline and its accessories that, due to the particular underground and/or surface configuration, requires special measures to be taken with regard to the installation method and for which a Unit Price per metre is set. Only the Owner is authorised to determine whether a section of the pipeline is to be considered a Particular Section. The lengths stated in the price lists are approximate lengths.
Parties Concerned	The Public Services and Authorities, the owners, tenants and/or operators on whose land the Work is to be carried out and the owners, tenants and operators of underground and above-ground facilities that may be affected by the execution of the Works.
Progress Report	Document drawn up by the Owner in cooperation with the Contractor stating the progress of the Works on the last working day before the 25th of each month. The quantities executed are to be determined jointly by the representatives of the Contractor and the Owner on the Construction Site. Only quantities determined jointly can be invoiced, and they do not necessarily match the estimated quantities.
Punchlist	Non-exhaustive list, drawn up by the Owner, consisting of on the one hand, A items, which must be resolved prior to provisional acceptance of the Works and prior to precommissioning/commissioning, and of on the other hand, B and/or C items, which must be resolved prior to the final acceptance of the Works.
Purchase Order	Document issued by the Owner, which assigns the Order to the Bidder and through which the Contract comes into force.


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Special Point (SP)	A section of a pipeline and its accessories that coincides with crossings of railways, roads or waterways and/or of underground obstacles that, due to the particular underground and/or surface configuration, requires special measures to be taken with regard to the installation method, and for which a separate Fixed Price is set for a specific contractually agreed length. Only the Owner is authorised to determine whether a section of the pipeline is to be considered an SP. The contractually agreed length is the predetermined length in the horizontal plane of an SP and is similar to but not necessarily equal to the actual length of the SP. Each of the boundaries of the SP is at an equal distance from the central axis of the crossing unless otherwise stated on the layout plan. This distance is half the contractually agreed distance.		
Start of Work Meeting	A meeting held before the start of the Works, during which the nature of the work and the execution methods are explained along with the related dangers and the risks and measures associated with them.		
Subcontractor	Any party who undertakes vis-à-vis the Contractor, either directly or indirectly, to carry out or to have carried out at any stage and at a given price a part of the work entrusted to the Contractor, or makes employees available for that purpose without having any power to represent or any subordinate relationship to the Owner.		
Toolbox Meeting	A meeting held periodically in which security issues are briefly considered. This consultation meeting is organised by an executive or a manager for one or more operational employees. The Toolbox meeting quickly addresses a subject relating to wellbeing and security.		
Unit Price	A Fixed Price per unit.		
Works	Implementation either by the Contractor or by a third party along with the design of Works in relation to the activities listed in Appendix 1 of the Act of 17 June 2016 concerning public procurement, or work complying with the requirements specified by the Owner. The work is the result of all the construction activities that are intended to perform an economic or technical purpose.		

Terms that are only noted in the singular form must also be understood in the plural form and vice versa whenever required for the understanding of the Contract.

3.4. Quantities

The quantities stated in the price lists are "estimated quantities", which depending upon execution can increase or decrease. The Contractor's unit prices shall apply in this instance.

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4. Signing the contract

4.1. Nature of works covered by the contract


The particular conditions in the invitation to tender stipulate that the Works may be allocated to one or more companies or associations as a whole or in parts.

The Works must comply with the deadlines and tasks relating to the various phases of the construction of stations and installation of pipelines and their components. They are to comply with the regulations of the Technical Specification for pipeline installation and station construction respectively.

The various parts which together form the Technical Specification and for which a separate Contract may be entered into are the following:

Sequential no.	Subject	Number	Rev.	Date
[1]	Part 1: Site Facility	4.90000/00046	---	---
[2]	Part 2: Topographical Information and Preparation of the Construction Site	4.90000/00047	---	---
[3]	Part 3: Civil Engineering Stations	4.90000/00048	---	---
[4]	Part 4: Material Delivery and Handling	4.90000/00049	---	---
[5]	Part 5: Changes of Direction	4.90000/00050	---	---
[6]	Part 6: Welding	4.90000/00051	---	---
[7]	Part 7: Inspection of the Welding Work	4.90000/00052	---	---
[8]	Part 8: Mechanical Construction of Installations	4.90000/00053	---	---
[9]	Part 9: Coating	4.90000/00054	---	---
[10]	Part 10: Civil Works for Pipelines	4.90000/00055	---	---
[11]	Part 11: Lowering in the Trench and Ballasting	4.90000/00056	---	---
[12]	Part 12: Teletransmission	4.90000/00057	---	---
[13]	Part 13: Cathodic Protection	4.90000/00058	---	---
[14]	Part 14: Cleaning, Testing and Drying	4.90000/00059	---	---
[15]	Part 15: Site Reinstatement and Marking	4.90000/00060	---	---
[16]	Part 16: Specific Execution Techniques in an SP/PS	4.90000/00061	---	---
[17]	Part 17: Electricity and Instrumentation	4.90000/00062	---	---
[18]	Part 18: Paintwork and Surface Protection	4.90000/00063	---	---

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[19]	Part 19: Thermal and Acoustic Insulation	4.90000/00064	---	---
[20]	Part 20: Planting	4.90000/00065	---	---
[21]	Part 21: Technical Buildings	4.90000/00158	---	---
[22]	Part 22: Gas Pipelines: Modifications, Disconnection and Cleaning	4.90000/00122	---	---
[23]	Part 23: Fences, Access points and Accessories	4.90000/00292	---	---
[24]	Addendum for the whole of the Technical Specifications	4.90000/00334	---	---

4.2. Description and scope of contract works

Described in the [PS].

4.3. Establishment of tender documents


The following documents are an integral part of the invitation to tender, without limitation:

- the letter of invitation to tender with the special conditions stated in it and all documents appended herewith (plans, sketches, diagrams, etc.);
- this General Specification;
- the Technical Specification;
- the Particular Specification with the Owner's Health, Safety & Environmental plan;
- a list of the Owner's relevant standard plans, standard parts lists and technical specifications;
- the General Safety Regulations for Fluxys and Fluxys LNG;
- Catalogue of External Standard Services for Work – Measurement method for quantities;
- the tender submission table.

The tender documents are not necessarily complete.

Without prejudice to the clauses of the GS, and in particular those of Article 4.5.3, additional information provided by new plans and documents or by amendments to the original documents between the date on which the invitation to tender was dispatched and the tenth (10th) day preceding the date on which the bids were submitted, shall also constitute an integral part of the invitation to tender documents.

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Bidders are assumed to have taken cognisance of this information and to have taken it into account when preparing their bids.

Notwithstanding the above, bidders have to write the following at the end of their bid, followed by their signature: "In compiling this tender I have taken into account the additional information dated".

Bidders are required to ascertain that they are in possession of all necessary standard drawings, standard material lists and/or technical specifications. If this is not the case, Bidders are to request the necessary standard drawings and/or technical specifications from the Owner.

4.4. Ownership of invitation to tender documents

All documents received by Bidders with the invitation to tender for the Works remain the sole property of the Owner. They must not be used for purposes other than that for which they were originally intended and in particular they must not be copied or disclosed to third parties. Should this provision be infringed, the Owner may demand compensation for any tangible, intangible, direct or consequential losses.

In the event of Bidders having to address requests for quotation to any Subcontractors, they have to impose the same conditions on these Subcontractors.


4.5. Bids

4.5.1. Drawing up bids

Bids are to be drawn up in accordance with the stipulations of the tender documents, making use of the documents supplied by the Owner.

These documents have to be completed and signed by Bidder or his authorised representatives; all blank spaces in the lists and other documents included in but not restricted to the "Table for the Submission of Bids" must be completed by Bidders, failing to do so will make the bid null and void. Illegible quotations or quotations containing items not filled in, deletions, amendments, additions or irregularities not explicitly approved and initialled for approval by the Owner shall also be considered null and void.

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4.5.2. Composition of tenders

In order for a tender to be valid, Bidders have to forward as a minimum the following documents to the Owner, completed in full, correctly and clearly legible:

- a) The tender submission table.
- b) A detailed programme of the Works drawn up on the basis of the start and end dates for the Works as stipulated in the [PS] or in the letter request for quotation. The various phases indicated in Article 4.1 of this GS must be included in this programme insofar as they are applicable to the Works.
- c) Explanatory note regarding Construction Site arrangements

An explanatory note must be added describing the organisation of the Construction Site as well as the execution methods and stages the Bidder plans to perform the description of the safety measures taking into account the HSE plan, a qualitative and quantitative description of the means of execution, plant, equipment, Materials, tools and personnel that he is to employ at each stage in order to complete the Works within the stipulated time frame.

Bidders are to set out the organisation of personnel and Equipment for each stage of the Works in a detailed organisation chart.

This description is only binding upon Contractor; he has to provide all necessary, machinery, equipment and personnel at his own expense.


- c') Separate cost determination for means of prevention.

Contractor shall join with his bid a separate cost determination related to specific prevention measures and means as specified in the HSE plan, exceptional individual protection measures and means included.

- d) Each document indicated in the letter request for quotation, the GS, the TS and/or the [PS].

- d') The Health, Safety and Environmental plan, based on the Owner's Health, Safety and Environmental design phase, adapted and amended in line with the execution method put forward.

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The HSE plan includes at least following items (so far these are relevant for the works in question):


Contractor:

- The Contractor's organisation chart and also his Subcontractor's organisation chart, indicating the prevention advisor and/or person responsible for safety and their coordinates;
- The Contractor's and Subcontractor's safety commitment;
- The Contractor's or Subcontractor's HSE plan for those contractors or Subcontractors who did not subscribe to the Owner's HSE plan;
- Certified personnel lists + capability and ability attestations for excavator operators, welders, coating personnel, first aid personnel, crane drivers, scaffold mounting personnel, etc.
- A list and a copy of all periodic approval certificates of:
 - * hoisting equipment and auxiliaries, side-booms included;
 - * electricity supply network on site;
 - * electric installation of site establishment;
 - * scaffolding, etc.
- Lists of present or used dangerous products and the related technical product information
- Hoisting plan for each installation of prefabricated elements
- The safety risk analysis for each execution phase and the resp. prevention measures. For example: work execution along railways, railway crossings.

Construction site:

- Identification of construction site
- Construction site location on road map;
- Construction site installation proposal:
 - * site containers;
 - * crane setting-up;
 - * temporary storage for pipes, dangerous goods;
 - * temporary storage for black earth;
 - * evacuation possibilities

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- Execution scheme site organisation indicating :
 - temporary storage of pipes, black earth, etc.;
 - temporary storage of dangerous goods;
 - storage of waste, debris and recuperation materials;
 - fire safety equipment;
 - access gates, escape routes, meeting places;
 - main distribution box for on-site distribution networks;
 - parking places for cars, trucks and construction equipment;
 - site establishment (Contractor, Owner, External Technical Inspection Body);
 - refectories, dressing facilities, sanitation facilities, meeting rooms

Signage (standard plan):

- Signage plan approved by local authorities

Local authorities:

- Names of local authorities to be contacted:
 - * provinces;
 - * municipalities;
 - * owners of underground infrastructure

Notifications:

- Copy of works notification form for the various municipalities
- Copy of form providing prior notice of works to the Technical Inspectorate and the CNAC/NAVB
- Copy of form reporting accidents, near accidents, incidents


Waste disposal:

- Certification of waste removal
- Certification of waste destruction or waste disposal

First-aid organisation and fire-fighting:

- Description of organisation put in place
- Specific layout plan (scale 1:10,000) drawn up, hung up and sent to the emergency service 100/112

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- List of regional standard telephone numbers and full contact details of:
 - * provinces;
 - * municipalities;
 - * the Federal Police, the fire brigade;
 - * medical assistance services (doctors, ophthalmologists, hospitals, ambulances)
- Fire-fighting plan including:
 - * organisation and resources used (action plan);
 - * evacuation plan and meeting place indicated in layout plan (1:10,000)

Permits:

- - Permits to work
- - Hot-work permits
- - Copy of vehicle permits (including owner information)
- - Punchlist for precommissioning and commissioning

e) Price lists


Quotations are to be submitted solely by making use of the price lists enclosed with the invitation to tender. Failure to do so will entail the risk of the bid being deemed null and void and unacceptable.

All schedules have to bear Contractor's identification on each page.

The detailed description of the Works content stated in the price lists can be found in the Catalogue of External Standard Services for Works – Measurement method for quantities, doc. no. 4.90000/xxxx. The attention of Bidders is drawn to the fact that the enumeration of items in the price lists is not necessarily complete and that they are required to supplement and/or correct the lists themselves by means of notes appended to their tenders. The price lists are divided into technical units in accordance with the Work Breakdown Structure. Technical units are indicated on the plans of the isometric welding book.

The quantities indicated in price lists A and B are presumed quantities. The Contractor will be paid on the basis of the real executed quantities. Deviations in relation to presumed quantities shall under no circumstances give rise to claims for compensation by the Contractor, who is presumed to have determined the correct quantities for a correct pricing.

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For price lists B2 and B3, on a comparing basis, the Owner will consider these prices by calculating them based on fictitious quantities. Bidders have to determine unit prices for Equipment taking into account the justification of the cost price per hour in accordance with the scale of charges for contractor's equipment – with a maximum of eighty per cent (80%) – as mentioned in the latest version of the Ministerial Circular with regard to the CMK implementation terms.

As regards price lists B2 and B3:

- prices have to be based on the hours actually worked on the Construction Site;
- all services provided by personnel and payments for Equipment to be paid for services provided on the Construction Site, i.e. including travel expenses and related payments;
- unit prices for equipment have to be based on services provided for a full day. Where services are provided for less than eight (8) hours/Day, the Owner will pay for hours not worked at fifty per cent (50%) (standby rate);
- supplies outside the Contract are paid for on the basis of the invoice submitted, with a ten per cent (10%) surcharge for overheads.

Price lists A

These price lists cover Line Works, stating presumed quantities, excepting those works included in price lists B1.

On compiling a Fixed Price per linear metre, Bidders have to take account of the stipulations in the TS and of the special execution conditions for Line Works as set out in the **[PS]**. Bidders must also clearly state the partial sums that constitute the Fixed Price per run metre in order to enable the Owner to obtain an accurate assessment of the relative importance of the various stages of the work.


Price lists B

These price lists are divided into three types. Prices entered in price lists B1 and B2 contain all direct, related and ancillary works:

- Type B.1. Supplies, services and miscellaneous works to be carried out by the Contractor stipulated by the Owner during the implementation of the Contract.

The sum of price list B1 is to be included in the overall amount of the tender.

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- Type B.2. Additional supplies, services and works to be carried out during the implementation of the Contract at the Owner's request.

The sum of price list B2 is not to be included in the overall amount of the tender.

- Type B.3. Works carried out on the basis of unit prices for personnel and Equipment.

The sum of price list B3 is not to be included in the overall amount of the tender.

Price lists C

These price lists apply to the Special Points and Particular Sections as described in the [PS] and in the TS, doc. no. 4.90000/00061, Part 16. They are subdivided into:

- Price list C1 for Special Points;
- Price list C2 for Particular Sections.

Price lists shall clearly mention the partial amounts resulting in the price per unit in order to enable the Owner to obtain an accurate assessment of the relative importance of the various stages of the work.

Price lists D

These price list relate to Natural Gas Stations. Works to be carried out in these stations are described in the TS, doc. No. 4.90000/00048, Part 3 and in the [PS] and are to be paid for on the basis of a Unit Price.


Price lists E

Price lists E1

These price lists concern the costs for connections at Contract Boundaries. These works are to be paid for on the basis of a Fixed Price, divided into one part for mechanical construction works and another part for civil engineering works.

If the connection is made in a gaseous atmosphere, only the civil engineering works will be carried out by the Contractor at the connection. In this case, the Owner reserves the right to require the assistance of the Contractor in carrying out the mechanical construction works. This assistance will be paid for in accordance with price list B3.

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The Contractor is to include a pro rata extra charge in his quotation for that part of the civil engineering works requiring execution outside the contractual period.

Price lists E2

These price lists relate to Works covering disconnection of existing pipelines as set out in the TS, doc. no. 4.90000/00122, Part 22. The Works are to be paid for in accordance with a Fixed Price.

Price lists shall clearly mention the partial amounts resulting in the Price per unit in order to enable the Owner to obtain an accurate assessment of the relative importance of the various stages of the work.

Price list F

This price list contains costs that do not relate to any specific stage of the Works. Examples among others are site facility and welding procedure costs. These Works are to be paid for in accordance with a Unit Price.

Summary price list G


This price list contains:

- the total sum for price list A;
- the total sum for price list B1;
- the total sum for price list C;
- the total sum for price list D;
- the total sum for price list E;
- the total sum for price list F.

Explanatory note: Determination of the total length of Line Works:

The total length of Line Works (mentioned in price list A) is equal to the total length of the pipeline according to the welding book minus the combined conventional lengths of the Special Points and the stations and the combined measured lengths of the Particular Sections (price lists C and D).

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f) Safety certification (statement to join with the quotation).

The Contractor shall be VCA-certified or be in the possession of an equivalent certified system.


g) Documents and remarks deemed necessary by the Bidder.

4.5.3. General tender requirements

By submitting a bid, Bidder acknowledges that he:


- a) is completely familiar with the applicable legislation and the tender documents, as defined in Article 4.3 of this GS and has taken it into account when drawing up his bid. Plans, sketches, diagrams, etc. and any indications (nature, characteristics, horizontal and vertical positioning, profiles, etc.) that are used therein and relate to the underground obstacles (cables, pipelines, sewers, underground structures, foundations, etc.) or obstacles at ground level of whatever nature, as well as any topographical, geological, hydrological, pedological and other information related to tender documents, are supplied to Bidder by the Owner purely for information;
- b) has investigated the feasibility of the proposed execution methods and the risk analyses. Should Bidder deem that one or more execution methods are unfeasible, he has to state this in his bid and propose a suitable execution method with a corresponding price. In deciding on the method of execution, Bidder has to take into account the securing of the necessary accesses for the Parties Concerned;
- c) in his bid, has taken into account not only the Equipment, handling, transport, the accommodation, meal and transport costs, the workforce, but also all the burdens and duties imposed by employment legislation, environmental laws, EU Directives, the wellbeing regulations, the general regulations for electrical installations, the General Safety Regulations for Fluxys and Fluxys LNG, the legal conditions of employment and legislation on working hours, tax and social security obligations, insurance, the Owner's safety instructions, taxes, etc., and in short all costs whatsoever that are inherent to the execution of the Works as well as the costs related to repair works during the guarantee period and in accordance with the Contract;
- d) has carried out consult together with Parties Concerned regarding the position and nature of underground construction, even in case the Owner has given information on this matter in the tender, and has taken this into account when drawing up his bid;

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- e) has taken into account the topographical, geological, pedological and hydrological characteristics of the area where the Works are to be carried out;
- f) has ascertained the nature of the products transported in underground installations and the special precautions dictated by it;
- g) has taken into account the risks, uncertainties and circumstances that could affect the Works, such as works carried out by other contractors, etc.;
- h) has determined the quantities to be executed and the scope of Materials to be delivered. Lengths, quantities and estimated dimensions given by the Owner are not guaranteed and must be regarded by Bidders solely as indications and, if necessary, must be verified for proper implementation of the Works. Under no circumstances may they be invoked by a Bidder against the Owner;
- i) explicitly renounces his own general conditions and/or special conditions, including but not limited to the conditions set out in the margin and/or on the reverse of their correspondence, specifications, invoices, explanatory notes, price schedules, plans or their appendices;
- j) refrains from requesting price rises or extensions of the deadline in the event of encountering difficulties or foreseeable visible and invisible obstacles such as (but not limited to):
- ground excavation, dewatering and drainage;
 - accessibility of Construction Sites;
 - compact strata, mains service lines or sewer connections in habited areas or other obstacles, water-retentive, unstable, loose soil or quicksand, trench support for stability or safety reasons for existing constructions and personnel and any obstacle they should be aware of as professional contractors experienced in underground construction works;
 - rain, snow, frost, rising water and other inclement weather conditions, formation of wells, cracks in the subsoil, rising groundwater level or in the event special measures are required to overcome such occurrences;
 - incompleteness of the information provided in the tender documents, as described in Article 4.3 of this GS;
 - the impact of other contractors' works;

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- decrees and prohibitions issued by competent authorities;
- obtaining permission to work overtime;
- rejection of Works by the Owner and/or the External Technical Inspection Body;

k) in cases known as force majeure (see Article 8.3.3 of the GS), undertakes all necessary steps to comply as far as possible with the terms of the Contract.


l) undertakes to accept the following prescriptions with regard to amendments to and/or Additional Works for the execution of the Contract:

- Prior to any amendments to and/or Additional Works for the execution of the Contract, Owner's explicit Approval is required . This Approval relates only to the technical aspects of the amendment to the implementation of the Contract, it does not imply any acceptance of any related costs or increases or reductions in price, and is to be recorded in the site logbook referred to in Article 8.9.2. It is to be confirmed in writing in the report on the next site meeting in accordance with Article 8.10 of this GS. Without such Approval and written confirmation thereof in accordance with Article 8.10, the Contractor shall not be entitled to claim any compensation for the work in question.
- Any Approval of amendments to and/or Additional Works for the execution of the Contract is to refer to a separate quotation from the Contractor, based on Unit Prices shown in Contract documents, or, in their absence, to new Unit Prices to be agreed. Such Approval does not constitute a precedent for other works. The Contractor agrees to submit his quotation for execution of amendments and/or Additional Works as soon as possible to enable the Owner to verify the justification of the stated amendments and/or the Additional Works and proceed with joint measurements;

m) undertake to carry out necessary Additional Works immediately in urgent cases and to do so only at the Owner's express request. Any Additional Works carried out will be subject to a separate request for quotation and a written order;

n) undertake not to make any additional charge for excavation of rocky ground in addition to the items in Price List B1 to cover this.

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o) undertake to abide by the following procedures for complaints:


- A Contractor may only lodge a complaint if he can prove omissions, delays or any other occurrences attributable to the Owner and which result in a substantial delay or major financial penalty due to having to obtain an extension of the deadlines for completion, a revision of the Contract or compensation. The Contractor is to report any complaint by recording it in the site logbook as described in Article 8.9.2 of this GS and by registered letter for the attention of the Owner within ten (10) Days of the events giving rise to it or following the date on which the Contractor should have been aware of the circumstances.
- Failure to observe this deadline shall automatically render the complaint null and void. The Owner will acknowledge receipt within five (5) days of the Contractor's report.
- As soon as the Owner has acknowledged receipt, the Contractor has a period of fourteen (14) Days in order to submit a complete dossier justifying the complaint and providing an estimate of the loss incurred. Failure to observe this deadline shall automatically render the complaint inadmissible.
- The Owner is to inform the Contractor of his stance within fourteen (14) Days following receipt of the complete dossier.

4.6. Examination of bids

The Owner reserves the right:

- not to pursue quotations received;
- to divide the Works in accordance with his own interests, unless specified otherwise in the [PS];
- to reject the structure of a joint venture or any partners of a joint venture. Structure is taken to mean the allocation of responsibilities, internal or external relationships between Bidders, leading a joint venture, and their Subcontractors and/or partners;
- to ask one or more Bidders to submit a new revised or supplemented quotation;
- to draw up a new invitation to tender.

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The Owner may make free use of any of these rights without the fact of doing so in any form whatsoever, giving grounds for claims for compensation or payment on behalf of Bidders and without having to justify his point of view. Bidders are bound by their tenders for a period of ninety (90) Days as from the deadline date for submission, as stipulated in the invitation to tender. The Owner will award his Order to the Bidder(s) whose quotation(s) appear(s) to him to be the most advantageous without this necessarily involving the bid with the lowest price.

4.7. Nature of the contract

4.7.1. Methods of price determination

The Contract type is to be specified in the [PS], the range of options being as follows:

- Fixed Price Contract covering all Works;
- Unit Price Contract;
- Mixed Contract in which prices are set using both the above methods.

4.7.2. Price revisions

The Order will determine whether or not the Contract price may be revised during the execution of works, in accordance with fluctuations in the economic situation. In general prices are fixed and not revisable until the end of works.

In case a price revision is applicable:

- It is to be applied for each Progress payment;
- The amounts to be paid are to be calculated by applying the following formula stipulated in the Contract to the amount of each Progress Payment:

$$P = p \left(a \frac{s}{S} + b \frac{i}{I} + c \right)$$


p = the amount based on the Contract, for the Progress Payment.

P = the sum revised in line with fluctuations in the index relating to salaries & wages, social security costs and insurance, as well as the price of Materials, raw materials and consumer products.

$$a \frac{s}{S}$$

This term in the revision formula is based on the average hourly wage, consisting of the average wages of skilled workers, experienced workers and labourers, as set by the collective contracts of

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the National Joint Committee for the Construction Industry for the category that relates to the area where the Construction Site is situated. Should the Construction Site for the contract extend over the territory of local authorities classified in different categories, the values of S and s are determined by the wage rates of the local authority that has been classified in the highest category. The wage rates are increased by the accepted total percentage of social security costs and insurance.

$$a \frac{s}{S} :$$

In this term

S = the average hourly wage rate applicable ten (10) Days before the deadline for the submission of tenders increased by the accepted total percentage of social security costs and insurance on the same date.

s = the same average hourly wage rate applicable on the first day of the monthly period considered in the Progress Payment increased by the accepted total percentage of social security costs and insurance on the same date.

a = a fixed weighting factor which is applicable to wage rates and which is specified in the documents comprising the invitation to tender.

$$b \frac{i}{I} :$$

i = the index figure referring to the calendar month before the first day of the monthly period considered in the Progress Payment.

I = the index figure referring to the calendar month before the deadline set for the submission of tenders.

b = a fixed weighting factor applicable to the index and specified in the tender documents.

The symbols i and I represent the monthly index figure calculated on the basis of annual consumption of the main materials and raw materials by the construction industry in the domestic market. This value is set monthly.


c = a fixed weighting factor equal to 0.20, not open to revision.

The values assigned to the fixed weighting factors may not be modified during the Contract period.

The revision formula is worked out as follows:

$$* \frac{s}{S} \text{ and } \frac{i}{I}$$

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both ratios are expressed as a decimal figure to a maximum of 5 decimal places; the fifth decimal is rounded up whenever the sixth decimal is greater than or equal to 5;

- * the multiplication results of the quotients with the related parameters are expressed to 5 decimal places; the last decimal being rounded up whenever the sixth decimal is greater than or equal to 5.

4.7.3. Alternative

Bidders can always submit an alternative whenever the opportunity arises. Bidders may put forward an alternative price based on a schedule that has been optimised for their purposes.

4.7.4. Overtime and execution of Works on rest days

Execution of Works on Saturday, Sunday or statutory holidays and outside the normal working hours of the Construction Site (which the Contractor may ask for by simple request submitted to the Owner), is only permitted with the express Approval of the Owner.

This approval has to be obtained from Owner at least forty-eight (48) hours before start of works. However, such works cannot give rise to an add-on price to be paid by the Owner. The same applies to works that are caused by the nature of the Construction Sites or by interruptions due to weather conditions.

Prior to the execution of Works on Sunday or on statutory holidays, proof of the notification thereof provided to the labour inspectorate must also be submitted to the Owner.


Should overtime be worked, any additional costs incurred for supervision and inspection of the Works shall be borne by the Contractor. Such costs will be automatically deducted from the Progress Payment sum.

4.8. Contract documents and legal provisions

The Works are to be executed in accordance with the documents, legal provisions and regulations listed below and their enclosures, appendices and other documents to which they refer directly or indirectly. These are an integral part of the Contract and this list shall not be interpreted as being exhaustive:

- the Purchase Order;
- the plans and parts lists;
- the Particular Specification with the Health, Safety and Environmental plan;
- the Appendix on Instruction Rights;
- the General Specification;
- the Technical Specification;
- the Catalogue of External Standard Services for Work – Measurement method for quantities;
- the Owner's standard drawings;
- the price lists;
- the General Safety Regulations for Fluxys and Fluxys LNG;
- legislation and regulations as stipulated in Article 5.2.2 of the GS;
- the special instructions of the External Technical Inspection Body;
- the tender submitted by the Contractor with any supplements and appendices.

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These documents are to be considered and interpreted as interrelated documents.

In the event of any ambiguity or discrepancy, the provisions of the documents take priority in the sequence laid down in the Purchase Order, except as dictated by provisions in law or by decree. Bidders declare expressly that they have taken cognisance of these various documents, that they are fully familiar with them and observe them exclusively. These documents are available on request for consultation from the Owner.

Specific clauses mentioned on the documents of the Contractor and departing from those of the Owner shall not be accepted except if the Owner accepts them officially and expressly in writing. In particular, it is reiterated here that a reference to Contractor's general terms and conditions mentioned on Progress Reports, invoices or any other document issued by the Contractor, even if such document is signed by the Owner, cannot in any way be accepted or modify the aforementioned priority order of documents.

4.9. Signing the contract

The date on which the Contract comes into force is that on which the Order was posted or handed over to a representative of the Contractor with acknowledgement of receipt. Bidders may not reject the Contract if the Order is placed within the period stipulated in Article 4.6 of the GS.

The Contractor is required to send the Owner a duly dated and signed acknowledgement of receipt within two (2) weeks of the Order being sent, by way of acceptance without reservation of the Contract clauses. In the event the Contractor starts the Works without having returned the proof of receipt of the Order Confirmation, he will be deemed to have accepted the provisions of the Contract without reservation.

The Owner reserves the right to regard the Contractor's acceptance as null and void should he fail to receive the acknowledgement of receipt within the aforementioned period of two (2) weeks or should it contain any reservation.

No conclusions may be drawn or any acknowledgement be presumed on the basis of a lack of reaction on the part of the Owner to the acknowledgement of receipt sent by the Contractor.

4.10. Surrender or transfer of the contract


The Contractor may not surrender or transfer the Contract to a third party, in part or in whole, or surrender any interest that is included in it without the prior Approval of the Owner.

4.11. Association of contractors

Should the Contract be entered into with an unincorporated association (without legal personality), the partners shall be jointly and severally liable for all contractual obligations imposed on the Contractors by the Contract.

The bid is to state whether or not the Contract will be carried out by an unincorporated association without legal personality. The partners are to appoint one of them to represent them with full authority before the Owner and to undertake Contract co-ordination.

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Once the Contract has come into force, it will be strictly forbidden to change the association or, if a single Contractor is involved, to associate with other contractors without the prior Approval of the Owner.

4.12. Subcontracting

The Contractor may only subcontract part of the Contract with the prior Approval of the Owner. Without this permission the Owner can reject these parts without the Contractor having the right to any compensation.

When submitting a bid, the Contractor is to inform the Owner in writing of the parts for which he is requesting permission to subcontract and which firms he is proposing as Subcontractors. A maximum of fifty per cent (50%) of the total Contract value may be subcontracted.

The Owner may reject certain Subcontractors without having to justify his decision. The fact that the Contractor has entrusted a part of his obligations to third parties does not release him from his responsibilities vis-à-vis the Owner. The latter does not acknowledge any contractual relationship with these third parties, even if prior Approval has been granted. The Contractor remains wholly and personally liable for the parts of the Order which are subcontracted.

The Contractor undertakes to ensure that the Subcontractors will themselves undertake the part of the Contract assigned to them, without recourse to second-level Subcontractors, except prior written approval of the Owner before starting the Works. In case the Owner approves a second-level Subcontractor, all stipulations in the Order relating to Subcontractors will be applicable to the second-level Subcontractor as well.

The Contractor undertakes to ensure that all regulations pertaining to the Contract required by the Owner will likewise be imposed on the Subcontractor. The Owner may request proof that said obligation has been complied with. The Contractor shall also ascertain in advance that the Subcontractor has no social security or tax liabilities.


The Contractor undertakes to comply with all the relevant legal and contractual obligations vis-à-vis his Subcontractors, in particular the payment of invoices for services rendered. In this connection he explicitly states that he will indemnify the Owner against any direct claims ("*action directe*", "*rechtstreekse vordering*") by the Subcontractor pursuant to Article 1798 of the (Belgian) Civil Code. In the event that the Owner is required to pay sums directly to the Subcontractor, said sums will be automatically deducted from the sums owed to the Contractor.

4.13. VCA certification

The Contractor has to hold in its name a valid VCA certificate or equivalent. This certificate has to contain a description of works covered by the certificate, as well as the date of issue and the validity period. This VCA certificate will be part of the Contractor's bid file.

Subcontractors brought forward by the Contractor in his bid file also have to hold a valid VCA certificate as indicated above. In case the Contractor wants to make an appeal to a Subcontractor not mentioned in the Contractor's bid file, he must make a written request to the

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Owner, enclosing a copy of the Subcontractor's VCA certificate. The Owner will react within five (5) working days after receipt of the request.

If the Contractor wants to make an appeal on a Subcontractor not holding a valid VCA certificate, this Subcontractor must, before the start of the works, sign the document "Declaration of intent Safety". By doing so, the Subcontractor agrees to comply with the General Safety Regulations for Fluxys and Fluxys LNG and the General Specification of the Owner. Access to the Construction Site will be denied to any Subcontractor refusing to sign.

In any case the Contractor remains fully and personally responsible vis-à-vis the Owner for follow up of the above mentioned rules and the specifications regarding VCA by his Subcontractors.

4.14. Failure of the contractor to meet the safety obligations

In the event that the Owner states any failure from Contractors in respect of his legal or contractual safety obligations, the Owner will be entitled to:


- either dissolve the Contract officially and demand compensation from the Contractor; or
- demand a penalty from the Contractor after serving notice on him which has gone unheeded, in accordance with Article 9.3.5. of the GS.

This Article does not affect the Owner's rights set out in other provisions of the GS in case of a breach of wellbeing, safety or environmental regulations.

4.15. Personal protective equipment

The Contractor shall ensure that all personnel and Subcontractors make use at all times of the appropriate personal protective equipment (PPE).

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4.16. Contractor's residence and domicile

The Contractor or his representative is to elect domicile in Belgium. He will be required to have an office equipped with a phone and e-mail. It should be possible to send all notifications from the Owner to this domicile or office in a valid manner and acknowledgements of receipt should be signed by the Contractor or his representative, or by registered letter.

4.17. Contractor's social security and/or tax liabilities

The Contractor shall ensure that he has no social security or tax liabilities and shall conform to the currently applicable provisions (and subsequent amendments) in Royal Decree No. 1 of 29 December 1992 (VAT), the Act of 27 June 1969 – article 30bis and articles 400 to 408 inclusive of the Income Tax Code.

In case of social security and/or tax liabilities, the Owner shall deduct the amounts, which he must pay to the National Social Security Office (NSSO) (currently thirty-five per cent (35%), but which may be lowered if the Contractor submits the certificate) and/or to the Federal Public Service (FPS) Finance (currently thirty-five per cent (35%), but which may be lowered if the Contractor submits the certificate), from the amounts owed to the Contractor.

The Owner can legally cancel the Order without compensation if the Contractor fails to observe the aforementioned provisions.

4.18. Bank guarantee


Within twenty-one (21) Days of the date of sending of the Order, the Contractor is to transfer to the Owner, one or more bank guarantees on first demand, amounting to a total of fifteen per cent (15%) of the amount of the Order, in case the order amount exceeds EUR 75,000.

If no bank guarantees on first demand are drawn up within the aforementioned period of twenty-one (21) Days, the Owner may decide to cancel the Contract. Without prejudice to the above, the Owner may likewise replace or supplement this bank guarantee at any time by withholding amounts from the invoices issued by the Contractor.

Five per cent (5%) of the Contract sum will, under normal circumstances, be released within the month following provisional completion.

Ten per cent (10%) of the amount of the Contract will, under normal circumstances, be released within the month following final completion.

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All bank guarantees are to be issued by a first-class Belgian bank acceptable to the Owner or by a Belgian subsidiary of a foreign bank, registered with the Financial Services and Markets Authority (FSMA). The bank guarantee will not be interest-bearing. The amount of the guarantee will be adjusted in accordance with the aforementioned provisions, each time the amount of the Order is changed during the period covered by the Contract.

When part of the bank guarantee is used, the Contractor has to re-supplement it. This article does not affect the right of the Owner to claim damages from the Contractor in accordance with the Contract.

4.19. Documents issued to the contractor by the owner

At the time of the invitation to tender, before or upon signing the Contract, as well as during the execution of the works, the Owner will provide the Contractor, as far as possible, with the following:

- a copy of the documents received from the Parties Concerned containing the conditions under which the Works are permitted and with which the Contractor has to comply;
- a copy of the documents, plans, calculation notes, etc. issued by suppliers, which he deems necessary for the correct execution and proper coordination of the various parts of said work.


Documents and specifications on Material that is supplied by the Owner to the Contractor, except for the Owner's parts lists, will not be attached to the invitation to tender or to the Order, but the Contractor may consult them at the Owner's premises upon request.

Should the Contractor not request the documents, it will be assumed that he is aware of their content or deems this unnecessary for the execution of the Works and as a result will not request any price increase or extension of the deadline for this reason.

4.20. Order confirmation

The Contractor must return the order confirmation (i.e. the duplicate of the Order or the Agreement) within two (2) weeks of receipt, duly signed with legal force for approval and without reservation to the Owner's Registered Office - Procurement Department. Signing of the order confirmation by the Contractor shall be valid as acceptance of the content of the Order, both in respect of the conditions set out in this GS, and the special conditions in the order document.

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5. Responsibilities

5.1. General duty of care

The Contractor is to fulfil his obligations with the necessary care and prudence like a good professional, in accordance with all applicable regulations and within the stipulated timescale.

5.2. General responsibilities

5.2.1. Description

The Contractor is solely responsible for the proper execution of services, supplies and/or Works. The Contractor is to provide for management, either personally or by assigning a representative who can act in his stead and who has full authority to act in his name and on his behalf, in order that no operation is delayed or interrupted due to the absence of the Contractor.

In the event of the Contractor finding it necessary to use tools or equipment belonging to the Owner, the Contractor is to obtain prior permission from the Owner for such use in all cases and will bear full responsibility for them at all times. The Contractor undertakes to adopt the necessary precautionary measures to avoid any accidents. Moreover, the Contractor is to establish whether the equipment provided to him is in proper order and is fit for the Work to be undertaken.

The Contractor shall be fully liable for any accidents or damage that might occur due to his actions, those of his Subcontractors or his personnel or to his Equipment. The Owner is not in any way liable for the execution of the Works. Except in case of wilful misconduct on the part of the Owner, the Contractor will refrain from initiating any claim against the Owner in relation to any liability.


The Contractor is responsible vis-à-vis the Owner for all Works that are executed by him or his Subcontractors. He assumes responsibility for and will bear the cost of all necessary measures required to ensure the preservation and integrity of existing structures and buildings. He will also take every precaution taking account of circumstances, in order, among other things, to protect neighbouring properties and civil engineering structures and to avoid any inconvenience.

The Contractor shall remain liable to third parties for any direct and/or indirect loss or damage arising from the execution of the Works.

Under no circumstances the Contractor's liability will be diminished by:

- the fact that he makes use of resources belonging to other companies;
- the fact that the Owner confirms that the file documents are complete at the administrative level;
- the fact that the Owner supervises and/or inspects the Works;
- oversights, inaccuracies or errors in the information provided by the Owner for information purposes only and which require to be checked or supplemented by the Contractor.

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Under no circumstances the Owner may be held liable for theft perpetrated on his premises to the detriment of the Contractor or any of his Subcontractors.

The Contractor's appointees, employees or representatives and those of any of his Subcontractors are strictly forbidden to go beyond the Site of the undertaking.

5.2.2. Legislation and regulations

The Contractor undertakes, as part of Contract implementation and, in general, in executing his activities, to comply with all the legal and regulatory obligations applying to him and his activities, and more specifically, the obligations regarding the following (this list is not exhaustive):


- industrial accidents and accidents on the way to and from the workplace;
- blue- and white-collar workers' contracts;
- the measures taken in the fight against unscrupulous contractors, including:
 - the obligation to report all Works and (sub)contractors to the National Social Security Office (NSSO) before the Works start (by means of an electronic Article 30bis declaration on the NSSO website);
 - an obligation to register the persons present on certain sites on a daily basis before starting work and to submit the resulting registration data to the NSSO via the registration channels provided for this purpose ('checkin@work'), in accordance with the rules on protection of personal data;
 - the withholding obligation for invoices of (sub)contractors with social security or tax liabilities;
 - the ban on the hiring-out of workers;
- the rules on working hours;
- the payment of the wages of his employees and compliance with the applicable minimum wages;

The Owner expressly points out to the Contractor that information regarding the wages due is provided on the website <https://www.salairesminimums.be> / <https://www.minimumlonen.be> (available in French and Dutch) run by the FPS Employment, Labour and Social Dialogue (FPS ELSD) and on the French and Dutch pages of the FPS ELSD website itself (www.employment.belgium.be). The Contractor confirms that he pays and will pay the wages due to his employees. More specifically, the Contractor shall also ensure that prompt payment is made of all sums owed to the NSSO and any tax such as VAT, withholding tax and corporate income tax;

- the obligations concerning residence, employment and social security of persons on Belgian territory;

The Contractor guarantees to the Owner that he does not and will not employ foreign workers who are illegally resident in Belgium.

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The Contractor guarantees that every foreign national deployed to execute the Works in Belgium is legally employed and that (a) the mandatory employment conditions in case of secondment to Belgium (applicable from the first day of employment in Belgium) and (b) the supplementary mandatory employment conditions in case of secondment to Belgium for more than one year will be complied with.

The Contractor undertakes to ensure that a Limosa declaration (L1) will be submitted promptly and an A1 form (or, if applicable, a certificate of coverage) will be obtained promptly for each foreign national who is deployed to execute the Works in Belgium.

If the Contractor deploys persons from abroad for Contract implementation, he shall require said persons to be in possession at all times (including at the workplace) of their identity card or passport, a legally valid L1 form, a legally valid A1 form (or, if applicable, a legally valid certificate of coverage) and, if applicable, their residence papers and their work permit or professional card. The Owner may at any time request the immediate presentation of these documents from the persons concerned and make a copy of said documents;

- mandatory possession, by everyone on the Construction Site, of their electronic identity card (or, failing this, other official photographic ID);
- the European legislation and in particular the EU Directives on contracts in the gas sector, transposed into Belgian Law, as applicable;
- the Act of 12 April 1965 on the transport of gaseous and other products by pipeline;
- the provisions of the Royal Decree of 19 March 2017 on the safety measures applicable to the establishment and operation of facilities for the transport of gaseous and other products by pipeline;
- supplementary ministerial orders;
- the edict on coordinating and organising Works in the public domain in the Brussels-Capital Region;
- the provisions of the Royal Decree of 21 September 1988 on the requirements and obligations surrounding consultation and information in relation to the execution of works in the vicinity of facilities for the transport of gaseous and other products by pipelines;
- standard specifications:
 - * the Brussels-Capital Region 'Orderly Sites' charter;
 - * the Ministry of the Flemish Community Standard Specification of Requirements 250 for road construction;
 - * Flemish Community Standard Specification 200;
 - * "Qualiroutes" Standard Specifications of the Public Service of Wallonia;
 - * Circular No. 512-107 dated 12 March 1985 from the Ministry of Public Works 'Practical guidelines in order to prevent damage to underground infrastructure in the vicinity of works executed', latest edition

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- * Standard Specification 230 for hydraulic engineering of the Ministry of the Flemish Community – Waterways and Maritime Affairs Administration-;
 - * Brussels-Capital Region Standard Specification TB 2000;
 - * 'Code of good practice for the prevention of damage to underground facilities for works being carried out in the vicinity' ('Public Utilities' code of practice) "Qualiroutes - A - 5" reference document;
 - * the 'Code for infrastructure and utility works along municipal roads' of April 2001;
- the wellbeing at work regulations, including:
 - * the Act of 4 August 1996 on wellbeing of workers in the performance of their work;
 - * the Codex of 28 April 2017 on wellbeing at work;
 - * the Royal Decree of 25 January 2001 concerning temporary or mobile construction sites;
 - * the General Regulations for Protection at Work (RGPT/ARAB);
 - the General Regulations for Electrical Installations (RGIE/AREI);
 - the provisions of the Royal Decree of 1 December 1975 on general regulations on the road traffic police and the use of the public road and the Royal Decree of 15 March 1968 on the technical requirements for cars, trailers and their safety accessories (load securing);
 - the environmental regulations;
 - the legislation on environmental impact reporting (EIR), where applicable;
 - the international, European and Belgian standards listed in the documents;
 - the water extraction legislation;
 - the waste product legislation;
 - in the Flemish Region, the 'Codes of good practice for working with excavated soil' of the Public Waste Agency of Flanders (OVAM), January 2004 version and addenda;
 - the obligations imposed to combat pandemics.

Proof of compliance with the aforementioned legislation and regulations must be provided at the Owner's request.

Non-compliance with this Article 5.2.2 by the Contractor or his Subcontractors shall be deemed to constitute a failure to meet the obligations, which may lead to the application of Article 1. This Article does not affect the Owner's rights set out in other provisions of the GS in case of a breach of safety, environmental or wellbeing regulations.

Should the Owner incur costs due to non-compliance with this Article 5.2.2 by the Contractor or by his Subcontractor(s) (e.g. costs resulting from delay of the Works), the Contractor concerned shall reimburse the Owner for said costs.


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Nothing in this GS shall render the Owner responsible or liable for non-compliance by the Contractor or his Subcontractors with the obligations set out in this Article 5.2.2. Should the Owner be legally required to pay any wages or social security contributions or taxes (including interest and fines) owed by the Contractor or his Subcontractors, the Contractor shall indemnify the Owner and hold him harmless for such costs.

The Contractor and his Subcontractors shall take cognisance of the publications of the National Action Committee for Health and Safety in the Construction Sector (CNAC/NAVb).

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5.2.3. Processing of personal data

Where and insofar as the Parties, under the Contract, process personal data, they shall in this regard comply with their respective obligations under the applicable data protection legislation (including the General Data Protection Regulation 2016/679).

The Owner reserves the right, under the Contract, to process personal data relating to the personnel of the Contractor for the purpose of managing and performing the Contract between the Contractor and the Owner and for invoicing. The Contractor undertakes to (i) provide its personnel with all the information regarding this processing as required by the applicable data protection legislation and (ii) ensure that there is always a legal basis for this processing. The same obligation applies to the Owner where and insofar as the Contractor, under the Contract, processes personal data relating to the personnel of the Owner.

Where and insofar as the Contractor, under the Contract, processes personal data as the processor on behalf of the Owner, the Parties undertake to conclude a separate processing agreement, which is included as an annex to the Contract.

5.2.4. Awareness of safety regulations

The Contractor declares that his employees have the necessary training and professional experience and are physically fit to carry out the tasks allotted to them, including responsibilities for safety functions, and to use and manipulate the appropriate Equipment in a totally safe manner.

The Contractor and his Subcontractors are required to send the 'Awareness of safety regulations' statement signed signifying acceptance to the Owner.

The Contractor is legally required to provide his staff and his Subcontractors' staff with the necessary safety information. In addition, the Contractor is required to ensure that everyone has fully understood the instructions issued.

As is the case for his own personnel, the Contractor is to bear full responsibility for the personnel of his Subcontractors and suppliers who are employed on the Construction Site.

The Contractor will also organise the necessary Safety briefings, Toolbox meetings and inspections for these persons.


Should it be evident that certain persons, despite attending a Safety briefing and a Toolbox meeting, do not have a thorough knowledge of the quality and safety regulations, they must attend another Safety briefing, Start of Work Meeting and/or Toolbox Meeting before being redeployed on the Construction Site.

5.2.5. Damage arising from the works

5.2.5.1. Damage to private properties within the limits of the work strip

Compensation due for the establishment of easements and direct damage to crops, normal structural damage and the transactions resulting from it, will be borne by the Owner, so far the total duration of the various work phases does not exceed the maximum laid down in the TS. Exceptional additional structural damage as defined in Article 8.18 of the GS is to be borne by the Contractor.

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Notwithstanding the reinstatement of sites mentioned in TS, doc. no. 4.90000/00060, Part 15, for which the reinstatement costs are included in Price list A, the cost of any additional damage will be borne by the Contractor, as listed in, but without being limited to, the following:

- any damage to drainage systems, wells, pipes, ducts, cables and all manner of aboveground and underground obstacles, whether or not reported in the Contract documents;
- any surface and underground subsidence;
- damage resulting from the barring of access to buildings;
- damage to drinking troughs or grasslands or resulting from the straying of livestock due to Contractor's activities;
- any loss due to hinder or disturbance of Works executed by other contractors on or in the vicinity of the Construction Site, whether or not requested by the Owner;
- damage as a consequence of productivity loss;
- additional loss of crops and any other damage due to exceeding the period of occupation per section.

Compensation for any additional structural, crop and other loss or damage chargeable to the Contractor will be charged on the basis of agreed protocols entered into by the Owner with the various agricultural organisations. Compensation for any additional loss or damage in wooded areas chargeable to the Contractor will be charged on the basis of agreed protocols entered into by the Owner with the various forestry organisations. The agreed protocols are available from the Owner on request.


5.2.5.2. Damage to private properties outside the limits of the work strip

Outside the limits of the work strip, any direct or indirect loss or damage, such as structural damage or damage to crops, is to be chargeable to the Contractor, without limitation, irrespective of the cause. The following cases are brought forward in particular, although this list of examples is not exhaustive:

- loss or damage caused to neighbouring land, to the occupiers and/or owners of the land or the subsoil, as well as to the buildings and facilities located thereon, in which vicinity the Works are being carried out;
- loss or damage caused to cultivated crops, vegetation, buildings and other property due to dewatering.

The Contractor is to notify the Owner without delay whenever he exceeds the limits of the work strip. Any damage caused is to be assessed jointly by the Contractor and the Owner. The latter will pay directly to the rightful claimants. These payments will be deducted automatically from the Contractor's Progress payments and charged as stipulated in Article 5.2.5.1 of the GS.

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5.2.5.3. Damage to public areas

In public areas the limits of the working strip are to be determined on the initiative of the Contractor by mutual agreement with the Parties Concerned and the Owner.

All costs thus incurred are entirely chargeable to the Contractor, as listed in, but without being limited to, the following:


- renting land, costs related to the use of roads, temporary road diversions and restorations;
- damage caused to third party vehicles of due to poor road marking or defective restoration;
- loss or damage resulting from any infringement of the regulations in force.

5.2.5.4. Damage to property

The Contractor has the duty to report immediately to the Owner and to the landlord any damage to properties belonging to the Owner as well as to Parties Concerned.

In such instances, the works are to be stopped in the vicinity of the damage until this has been assessed jointly by all Parties Concerned and express permission for resumption of the works has to be given by the Owner.

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5.2.5.5. Damage to the owner's property

The Owner reserves the right to halt site activities in part or in full for a certain period of time if it is found that damage has been caused to existing natural gas transport installations and/or their accessories (teletransmission cables, cabins, signage, etc.). The Works can actually be restarted in full or in part following the Owner's authorisation if damage and the impact thereof on the integrity of the damaged equipment can be determined and the safety of personnel and Equipment can be further guaranteed.

5.2.6. Corrective measures

5.2.6.1. General

The Contractor has to take all measures in order to remedy as soon as possible any deleterious situations the Owner or Parties Concerned might encounter.

Whenever the Owner is subject to legal action owing to such damage, the Contractor shall be obliged to intervene in the case, upon receipt of written notification and a request to this effect by means of an application for voluntary intervention. After receiving such notification, he shall also be required to take all measures that the Owner deems appropriate or necessary.

Without prejudice to the foregoing and to the application of Article 5.2.5 of the GS, the Contractor is to indemnify the Owner against any claim brought by third parties in connection with any damage caused by the Works.

Should the Contractor fail to take the necessary corrective measures in good time, the provisions of Article 9 of the GS become legally applicable.

5.2.6.2. Environmental and wellbeing obligations

In the event of minor infringements of the safety and environmental regulations and applicable legislation, up to two warnings may be issued to the employee concerned.


The first warning is to be noted in the Daily Report. For the second warning, Article 9.1 of the GS will be invoked, which will provide grounds for compensation as of right in accordance with Article 9.3.5 of the GS.

In the event of a third warning being issued for a minor infringement, or in the event of a major infringement or wilful disregard, the Owner will be entitled to request the immediate removal of the employee or employees concerned. In this instance, the Contractor shall comply with this request immediately, without the Owner having to justify the decision and Article 9.2 of the GS will be applied.

The determination of a minor or a major infringement of the safety and environmental regulations is with the Owner without having to justify his decision.

Should the Contractor, his Subcontractor(s) or their personnel fail to apply the pre-determined safety and environmental measures, or if they put themselves or others in hazardous situations through ignorance or malicious intent, the Owner will be entitled to stop the Works wholly or

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partially without the Contractor being entitled to claim any compensation and/or extension of the deadline.

Personnel delegated by the Owner to ensure the supervision of the Works will have sufficient authority to apply these sanctions.

Irrespective of whether the Works are stopped in whole or in part, the Owner reserves the right to apply the other conditions of the GS in the event of an infringement of the safety, wellbeing or environmental regulations.

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6. Insurance

6.1. General

Insurance certificates, as referred to in Articles 6.2 and 6.4 of the GS, the issue of which is also laid down as a condition of payment of the Contractor's invoices, are to be submitted by The Contractor to the Owner prior to the Works starting. Each time this is requested, the Contractor must provide proof that premiums due on his insurance policies have been paid. In the event of a change in insurers during the Works, he shall be required to submit a new certificate.

In all cases, the Contractor shall renounce any claim on his own behalf or that of his insurers against the Owner, his agents, appointees and his consulting engineer, except in case of foul play.

For damages resulting directly or indirectly from the execution of the Contract and for which the Owner deems that the Contractor and/or his insurance company do not process and/or settle these within a reasonable period of time, the Owner reserves the right to pay the compensation directly to the rightful claimants and to deduct such amounts from the Progress Payments of the Contractor and, if necessary, from the bank guarantee following prior written notification thereof being provided to the Contractor by registered letter.

The Contractor's insurance, enabling him to meet his liabilities, is only to apply tariffs negotiated between the Owner and the representative agricultural organisations, as stipulated in Article 5.2.5.1 of the GS.


The Works and services performed by the Contractor must be covered during their implementation and following their delivery by an insurance policy entered into with a first-rate insurer.

6.2. Civil and contractual liability

The civil and contractual liability of the Contractor shall be adequately insured, taking into account the risks associated with the nature of his activities.

The Bidder shall, no later than the time of submitting his tender, submit a certificate from his insurer(s) confirming that the insurance policies enclosed cover his liability at least for the entire duration of the execution of Works, for risks arising from their execution and that following their completion the risks remain covered for a period of at least three (3) years.

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This certificate shall also state the amounts for which the Contractor is covered and which at least amount to the following:

Civil liability for operations	EUR 1,250,000	All damages combined
Civil liability after provisional acceptance	EUR 1,250,000	All damages combined

In case the Works are carried out in a 'Seveso' installation (namely the underground gas storage facility in Loenhout or the Zeebrugge LNG terminal), the aforementioned minimum amounts are raised to EUR 2,000,000.

These minimum amounts do not imply any limitation of the Contractor's liability, nor do they imply any guarantee on behalf of the Owner as regards recourse by third parties for amounts that exceed the insured sums, nor against risks that are not covered by the insurance policies.

The guarantees of the insurance policies are to cover personal, material and intangible losses, including damage due to fire and explosion.

If an insurance certificate has been submitted for previous orders, which is still valid and complies with the current clause, then it is sufficient to send a duly signed and dated copy.

6.3. Vehicle civil liability

Civil Liability for vehicles and site equipment not covered by the Act of 21 November 1989 is to be insured in the insurance policies listed in Article 6.2 of the GS.


6.4. Accidents at work

For Belgian Bidders, their personnel must be insured in accordance with the legal provisions on accidents at work and accidents on the way to and from work.

For Foreign Bidders, their personnel must also be insured against accidents at work as well as accidents on the way to and from work.

Bidders are to provide the Owner with a certificate from their insurers clearly stating that the insurers will refrain from taking any recourse against the Owner, his authorised representatives and his employees.

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If the Contractor has signed an additional policy for the portion of his employee's pay that exceeds the statutory ceiling, the insurer of this policy must allow an equivalent waiver of recourse.

The Owner draws the Contractor's attention to the fact that the performance of his services may not start until the Owner is in possession of the required insurance certificate, the presentation of which is also set as a condition for the payment of the Contractor's invoices.

If an insurance certificate has been submitted for previous orders, which is still valid and complies with the current clause, then it is sufficient to send a duly signed and dated copy.

- have taken note of the conditions of the Order and declare themselves to be fully informed of the Works that the Contractor is to undertake pursuant to the Order;
- undertake to inform the Owner by registered letter of any limitation of the guarantee, as well as any suspension, cancellation or termination of the insurance policy and, furthermore, undertake to allow the insurance policy to remain valid for two weeks following the date on which the aforementioned registered letter was sent to the Owner.


Should a Bidder be unable to comply with the above conditions due to the compulsory legal framework to which he is subject under his national legal system, he should provide the Owner with detailed information concerning the system of social security that covers his personnel.

6.5. Construction all risks (CAR) insurance policy

Where the Contractor is beneficiary in a Construction All Risks (CAR) insurance policy concluded by the Owner, the Owner shall provide a copy of the insurance policy.

In case of damage, the Contractor shall respect the procedures described in the policy.

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7. Preparation for execution

7.1. Contractor's representatives

7.1.1. Site manager

The Contractor is to provide for supervision and co-ordination of the Works and designates a site manager with full authority to act on his behalf.

The site manager shall introduce himself as such in all forms of communication regarding the Works and not use any other function title in order to avoid confusion.

The Contractor will be liable for any errors committed by the site manager. The site manager is to be approved by the Owner, but this approval does not entail any liability on the part of the Owner. His authority is to be clearly specified in the execution file, as laid down in Article 7.4.2 of the GS, which is to be handed over to the Owner by the Contractor before the start of the Works.

The site manager will be in charge for the complete duration of Works execution.

The site manager shall have mastered the language of the region in which the work is being completed (speaking, reading, writing).

In case of exceptional absence, the Contractor shall make available a replacing site manager (previously accepted by Owner) who has a command of the regional language (speaking, reading, writing), in order to follow up works execution.

The Owner reserves the right to withdraw the approval of the site manager at any time without having to justify his decision.


7.1.2. Representatives in charge of contacts with private owners and authorities

For the entire duration of the Works the Contractor is to appoint a sufficient number of representatives, reporting to his site manager, to solve any problems occurring during the preparation and execution of the Works arising from rights of way through the land, from the traffic and from Works on this land.

The names of the Contractor's representatives are to be shown on the site organisation chart and in the execution file. These representatives in charge of contacts with private persons and authorities shall introduce themselves as such in all forms of communication regarding the Works and not use any other function title in order to avoid confusion.

The provisions of the foregoing article are also applicable to these representatives.

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7.2. Land required for the execution of the works

7.2.1. Land which is part of the working strip

7.2.1.1. Right of way

The Owner undertakes to - where appropriate - obtain the rights of way and occupation from the Parties Concerned and takes care of the settlements arising from it.

The Contractor will inform the Parties Concerned at least fifteen (15) Days in advance in writing of the start of the works. Copies of this correspondence are to be handed over to the Owner.

The Owner shall provide the Contractor in advance with:

- the list (PI4) with all data of the Parties Concerned;
- a set of adhesive labels with the addresses of the Parties Concerned.


in order to enable him to notify the Parties Concerned of the Works. The Contractor cannot claim any other document or obtain these documents in another form.

7.2.1.2. Making use of and protection of the land

The Contractor may not obtain any benefit from the land, either by cultivation, rental or in any other manner, without the prior Approval of the Owner. Any excavated materials may only be used for the execution of the Works. Any costs incurred by the removal and processing of excess material will be borne by the Contractor. Damage caused by the Contractor to land, roads, and road systems is to be repaired and reinstated prior to Works completion by the Contractor to the satisfaction of the Owner and the Parties Concerned.

Any water resulting from dewatering must be discharged into suitable places (ditches, pipes, etc.). The Contractor will assume the costs and risks of any measures required to prevent or eliminate flooding and erosion of land. He will also request the necessary discharge permits and bear the costs of any additional requirements imposed. The Contractor must reinstate the land after completion of the Works.

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7.2.2. Land which is not part of the working strip

The Contractor may make use of land which is not part of the working strip, if required, for:

- storage areas for Equipment, tools, Materials and additives necessary for the Works execution;
- setting up machinery;
- putting in place any additional access;
- facilities for the Contractor's personnel;
- facilities for the representatives of the Owner and of the External Technical Inspection Body;
- temporary storage of excavated and dug-out spoil;
- drainage of water resulting for example from dewatering.

All costs and responsibilities related to selecting, obtaining permits for, preparing and maintaining this land are chargeable to the Contractor.

7.3. Occupation of the construction site

The Contractor is to occupy the Construction Site only after having drawn up a report on the condition of the site prior to the start of the Works together with the Owner and the Parties Concerned, at his own initiative and if necessary with the help of experts.


At the same time, consultations are to be held concerning agricultural operations during the Works, on matters such as temporary site fencing, property boundaries, access and rights of way to the fields of the Parties Concerned, livestock, agricultural machinery, drinking water supplies, the unloading bay for Materials and Equipment as well as underground obstacles. The arrangements for the aforementioned items are detailed in the report on site condition prior to the Works.

If there is any possibility of the Works causing any risk to adjoining land, buildings and civil engineering structures not part of the Construction Site, Contractor is to draw up an additional site condition report for this land, these buildings and structures at his own expense.

The jointly prepared site condition reports are to be signed by all parties involved. They are to cover for example the following:

- the land;
- the facilities on or near the Construction Site;
- the roads, tracks, paths, railways, waterways that may be affected by the Works;
- any underground obstacles.

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The Contractor is to act in accordance with the regulations set out in the site condition report in all respects. In the event of any work being carried out on the sites of third parties, the rules issued by the Parties Concerned are to be observed in full.

If such a site condition report is not drawn up, or if it is incomplete or unclear, the Contractor will be held solely and unreservedly responsible for any direct or indirect loss or damage for which the Parties Concerned might claim.

7.4. Preliminary investigations to be undertaken by the contractor

Given that the Contractor will be fully aware of the works to be carried out in accordance with the obligations imposed on him by virtue of Article 4.5.3 of the GS, immediately after signing the Contract, he is to carry out any investigation necessary to ensure the correct performance and progress of the Works. He is to submit them as soon as possible to the Owner for Approval and must forward them to the Parties Concerned for perusal and/or Approval.

The Owner will provide the Contractor at the start of the Works with a list of plans and three (3) complete sets of approved plans marked "Bon pour exécution"/"Goed voor uitvoering" [Approved for implementation]. The plans included in the invitation to tender may not necessarily tally completely with the plans mentioned in the above mentioned list of plans. Only those plans included in the list of "approved for implementation" plans may be used to execute the Works.

7.4.1. Execution schedule


Having obtained all the necessary information during the preliminary investigations and in accordance with the original schedule submitted with his quotation, the Contractor is to draw up a detailed execution schedule as soon as possible, but no later than one (1) week before the start of the Works, for submission to the Owner for Approval.

7.4.2. Execution dossier

At least one (1) week before the start of the Works, the Contractor is to submit a complete execution file to the Owner for Approval. This execution file is to contain:

- copies of the letters exchanged with the public authorities;
- a list of Subcontractors including works references, in case not in accordance with the SHE-plan ;
- the notification of the NSSO of the Works by Contractor;

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- for each execution phase, as stipulated in Article 4.1 of the GS, a description of the make-up of the shifts, the Equipment deployed, the Materials used and a brief technical description of the working methods including risk-analysis (no copy of TS items). if the working method do not comply with the TS or [PS], the Contractor must submit a description for Approval (non-compliances have to be brought forward and justified) :
 - * the required calculations;
 - * the requirements of this General Specification.

The Contractor may always propose an alternative execution method provided any cost saving is spread proportionately and is subject to prior approval by the Owner.

The documents submitted in the preparatory phase (see Article 4.5.2 of the GS) must be submitted for Approval in an updated version valid during the execution of the Works.

7.4.3. Contractor's health, safety and environmental plan

The Contractor is to update the Health, Safety and Environmental plan submitted with his Bid systematically with the requisite risk analyses.

This execution safety plan is to take account of the Works carried out by the Contractor himself, as well by his Subcontractors.

The Contractor is required to assess the risks of the Works with respect to the working methods applied. He is to adapt the safety measures to any changes or increases in risk.

The Contractor must submit the HSE plan and its appendices (HSE plan checklist) to the Safety Coordinator (implementation) for Approval at least one (1) week before the start of the Works.


7.4.4. Quality control system (qa)

At least one (1) week before the start of the Works, the Contractor has to transmit, for the Owner's Approval, a description of the quality control system he intends to apply based on the work execution methods described previously

7.4.5. Invoicing plan

For Works comprising more than three-monthly (3-monthly) Progress payment, the Contractor is to draw up an invoicing plan based on the price lists and the submitted schedule and deliver it to the Owner for information at least fifteen (15) Days prior to the start of the Works.

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7.4.6. Materials delivery schedule

7.4.6.1. Materials to be supplied by the contractor

The Contractor is responsible for the supply of all Materials necessary for the proper execution of the Works, except for those Materials supplied by the Owner.

The Contractor is to draw up a list of the specifications of the materials to be supplied by him and submit it to the Owner for Approval.

7.4.6.2. Materials to be supplied by the owner

The Owner is only responsible for supplying materials which are expressly listed in full in the [PS].

The Contractor is to provide a delivery schedule in good time for the materials to be supplied by the Owner and submit this schedule to the Owner for Approval.


7.4.7. Contacts and agreements

The Contractor is to contact all Parties Concerned in good time regarding any problems relating to the execution of the Works. He is responsible for any negotiations required to obtain permits and agreements.

The agreements reached are to be confirmed in writing to the Owner on a regular basis at least fifteen (15) days before the start of the Works. Together with the Parties Concerned, and in agreement with the Owner, the Contractor is to draw up a plan detailing the use of roads and paths which have to be crossed or used for the execution of the Works.

As the Works progresses, the Contractor will inform the Parties Concerned whose facilities are at risk of being damaged by the execution of the Works. For all Works in the proximity of underground or aboveground transmission facilities, the Contractor shall rigorously observe the stipulations of the Royal Decree of 21 September 1988 on the regulations and obligations in respect of consultation and information when executing works in the proximity of facilities for transport of gaseous and other products by pipeline.

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8. Contract implementation

8.1. Execution

The work must be completed in accordance with best practice.

The Contractor acknowledges that he himself has sufficient knowledge of the characteristics and of the state of the location and the state of the soil at the Construction Site and the contractual conditions in respect of the Works being executed. He declares that he is an authorised professional expert capable of delivering work that meets the required conditions.

At any time, the Owner is able to arrange for any work failing to meet the conditions to be halted and recommenced without his decision being contested or any delay justified.

The Contractor undertakes only to use an experienced workforce on the Construction site and a sufficient number of workers to complete the commissioned Works within the stipulated deadline.

The Owner can refuse personnel at any time whose competency it deems to be inadequate for the work being completed.

8.2. Means of execution

The Contractor has to provide at all times, under his responsibility, at his expense and risk, sufficient and qualified personnel, materials and Equipment to ensure that the Works comply with the code of good practice, under the terms and conditions of the Contract and with the deadlines imposed.


The Contractor shall attempt to ensure maximum continuity in his staffing for each execution phase in order to ensure quality and safety of the Works at all times. During execution, the Owner will assess whether the aforementioned requirements have been met. If this is not the case, the Owner reserves the right to apply the provisions of Article 9 of the General Specification.

8.3. Works execution schedule

8.3.1. Start and end date of the works

These dates are specified in the particular conditions stated in the Order. The Contractor must proceed with the Works in a regular manner in order to complete them no later than the stipulated deadline, which is an essential condition ("*conditio sine qua non – Time is of the essence*") of the Contract.

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8.3.2. Compliance with the works schedule

If the Owner deems that the schedule is not being adhered to for any reason which may or may not be attributable to the Contractor, he reserves the right to require that the Contractor submits a new schedule for Approval. For each amendment to the schedule, the Contractor shall automatically submit a revised execution file to the Owner for Approval in which the necessary modifications to the execution means are described.

The Owner is under no obligation to accept or approve such amendments or the accompanying measures. In particular, but not necessarily, he will be entitled to require the Contractor to recover a delay relative to the original schedule more quickly by making use of other and/or additional measures.

His acceptance, Approval, decision or silence cannot be considered as an alteration to the rights of the Contractor or the obligations of the Owner. There is to be no entitlement to any price increase or exoneration from liability on the part of the Contractor on these grounds.

The costs incurred by the Owner as a result of an alteration to the schedule or measures taken will be reimbursed by the Contractor or withheld from invoice payments by the Owner or if necessary withheld from the guarantee, except and only in so far as the failure to observe the schedule is due exclusively to a failing on the part of the Owner.


8.3.3. Force majeure

Any incident which occurs after the Contract has been signed but which could not be foreseen at the time of signing the Contract and which renders the execution of the Works entirely or partially impossible and the occurrence of which is beyond the control of the parties who were unable to prevent it will be considered a case of force majeure. The conditions in the following non-exhaustive list are excluded from the definition of "force majeure":

- meteorological conditions;
- any internal strike of Contractor's or of his Subcontractor's personnel;
- non-execution or delay, due to the Contractor's Subcontractors.

The party invoking an instance of force majeure must inform the other party immediately and confirm this by registered letter within five (5) Days of the occurrence concerned. This notification is to specify the nature of the force majeure, the starting date, the expected end date, the measures put forward due to the urgent nature of the situation as well as all available information enabling the other party to assess the effect of these events on the execution of the Contract.

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Within five (5) days following this notification, the parties are to meet to determine by mutual consent the measures to be implemented. Any instance of force majeure will result in the suspension of the execution of the obligations concerned during the period of force majeure, with neither party owing the other any compensation.

The party invoking force majeure must do whatever is necessary to limit the consequences of it as far as possible. If, however, it is deemed that the events reported cannot be considered as force majeure, as set out in this article, the party making unjustly force majeure must compensate the other.

Should it appear to be permanently impossible to fulfil the Contract as a result of force majeure, and in any case if the instance of force majeure exceeds a period of one (1) month from the starting date of its occurrence, the parties may terminate the Contract, providing that written notice to this effect is sent to the other party. The Contractor will also safeguard the Owner against all claims for compensation from possible Subcontractors and will protect the Owner against any redress from them.

8.4. Inspection of the works

8.4.1. Inspection of the works by the owner

The Owner, the External Technical Inspection Body or any third party appointed by the Owner shall be entitled to inspect the Works as regards quality, safety and environmental impact and supervise them, it being understood that such supervision does not diminish the liability or the obligations of the Contractor.


The Contractor is to make provision in his organisation of the Works for the necessary time for such supervision and inspection.

The Contractor will be informed of any defects stated by the Owner. Any reported defects are to be rectified by the Contractor as promptly as possible.

The Owner reserves the right to impose a maximum time scale within which the defects are to be repaired.

In the event of the Contractor failing to accept the inspection results, he must send his reservations or objections to the Owner in writing within two (2) days of the announcement of the inspection results.

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8.4.2. Inspection of the works by the contractor

8.4.2.1. Inspection of works for quality

The Contractor is to provide an ongoing guarantee of Works quality based on his execution dossier and the inspection system described therein, independently of the inspection and supervision carried out by the Owner.

8.4.2.2. Inspection of works in respect of safety and the environment

The Contractor must organise regular site visits and checks on site management level (weekly) and company management level (monthly) in the presence of the person responsible for safety with the Contractor.

The extent of compliance with safety and environmental regulations is to be established during these visits. Action must be taken immediately in the event of any violations, unsafe situations, unsafe actions, etc.

The Contractor is to prepare a brief report of all observations and measures taken as well as to be taken. This report is to be discussed in detail at the next site meeting.

The Contractor is to notify the Owner on a daily basis of current safety and environmental issues as well as noting them in the Daily Report. Accidents, environmental violations and undesirable events are to be reported immediately. The Contractor is to take all appropriate measures and report to the Owner in writing within twenty-four (24) hours (a copy of the accident report and an analysis report are minimum requirements for submission).

The Owner's documents can be used for this purpose.

A written analysis report has to be established within seven (7) Days.


The Contractor is to draw up a statistical summary on a monthly basis of accidents on the Construction Site involving his own personnel as well as that of his Subcontractors. (Frequency and seriousness levels as laid down in ARAB and CODEX).

8.5. Materials supplied by the owner

8.5.1. Nature of supplies

The nature of supplies is set out in the [PS].

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8.5.2. Delivery method

Unless expressly stipulated otherwise in the [PS], the cost of transporting and handling the materials supplied by the Owner will be borne by the Contractor. Deliveries will be made from the Owner's warehouses located at Winksele and Sint-Pieters-Leeuw.

Should the Owner undertake to transport the Materials, the Contractor will still be required to provide appropriate access to the Construction Site. Unloading and handling the materials on the Construction Site is to be undertaken at the expense and under the responsibility of the Contractor in all cases.

8.5.3. Material call-off

The Contractor is to provide notice in writing at least ten (10) working days in advance of the daily quantities and description of the supplies to be effected by the Owner.

8.5.4. Receipt of deliveries

The Contractor is to ascertain the condition and quantities of all deliveries by the Owner upon handover.

If transport is arranged by the Contractor, the materials will be deemed to have been taken over when they were loaded on to the means of transport; in all other cases, receipt is to take place at the point of unloading on the Construction Site.

Material is handed over in the presence of a delegate of the Owner, who will draw up an inspection report to be signed by both parties.

The inspection report must contain at least the following details:


- date of the delivery to the Construction Site;
- description, condition and quantity of the items delivered;
- any possible reservations.

Any damage, defects or shortages stated after material take over are at the Contractor's expense, as well as any consequences for or delays to the Works which might result from this.

8.5.5. Defective materials

The Contractor may not invoke shortages, defects or damages to materials as grounds for requesting price increases and/or deadlines extensions.

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8.5.6. Materials management

The Contractor is responsible for proper maintenance, protection and use of the Materials starting from the material acceptance.

8.5.7. Surplus materials

Any surplus Materials shall be returned in their original condition by the Contractor to the Owner's warehouses. The value of any missing or damaged Materials will be automatically deducted from the progress payments.

8.6. Materials supplied by the contractor

The Contractor is to ensure that the materials to be supplied by him are delivered to the Construction Site at least five (5) working days prior to use in order for the Owner to have the necessary time for inspection. Despite this inspection, the Contractor remains responsible at all times for the quality of the materials supplied.

The Contractor is also required, at his expense and under his responsibility, to supply all materials which are not stipulated in the Owner's itemised lists and which are required for compliance with the provisions of the TS and the code of good practice. For electrical and instrumentation Works, the Contractor shall supply all the materials set out in the itemised lists and specified as necessary and to be supplied by the Contractor.

The Materials on the Construction Site remain under the supervision and responsibility of the Contractor and must not be removed without the Owner's authorisation. The Contractor is to remove rejected Materials immediately from the Construction Site.


The ownership of Materials installed by the Contractor in accordance with the Contract is transferred to the Owner at the provisional acceptance.

Materials are to be new in all cases, unless the Bidder offers Materials [other than new] in his quotation and these are accepted by the Owner in negotiations and confirmed in the Contract. New materials are to be used in all other instances.

In case the Contractor is responsible for the supply of Materials, he shall guarantee the supply of new spare parts for said Materials for a period of fifteen (15) years. This fifteen-year period shall begin upon delivery or at the time of the last delivery for the order. These spare parts, once delivered, shall be subject to a new guarantee period of fifteen (15) years.

In case the Contractor should become unable to continue supplying spare parts before the end of the fifteen-year period, he shall give the Owner written notification of this at least twelve (12) months in advance so that the Owner can buy a stock of spare parts if he so desires. If the Contractor fails to comply with the aforementioned guarantee obligation, he shall compensate the Owner for the resulting damage.

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8.7. Contractor's personnel

The Contractor must employ staff on the Construction Site in sufficient numbers who, each within their speciality, have the necessary capabilities to ensure regular progress and proper execution of the Works. The Contractor shall supply certificates of competence for his staff as laid down in the TS.

If the Owner observes and considers that a worker is placing the proper execution of the Works in jeopardy due to his unfitness, negative attitude or conduct, the Contractor must immediately replace this worker upon simple request from the Owner.

8.8. Works not covered by the contract

The Contractor is to tolerate and not to impede works being carried out by other contractors on the Construction Site or in its vicinity even if they were not known at the time tender submission.

The Contractor may not use the presence of the other activities on the Construction Site or in the vicinity thereof, which are executed by other contractors, as a reason for imposing request price increases and/or the extension of deadlines.

The Contractor shall be required, if necessary for the proper execution of the Works, to contact the other contractors in order to discuss and mutually resolve any problems relating to the execution of the Contract which may concern them.

Under no circumstances may the Contractor be party to any agreement or enter into any contract with other contractors or owners which might affect the Works and concluded contractual arrangements without the prior Approval of the Owner.


If the Contractor wishes to carry out works on the Construction Site simultaneously for other owners, he must obtain the express Approval of the Owner in advance. The Owner reserves the right in such cases to negotiate directly with these Owners with regard to any allocation of the execution costs and tasks.

8.9. Works logbook

8.9.1. Daily report

The site-coordinators are to compile a daily report of the progress of the Works, which the Contractor is to sign in acknowledgement.

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The Contractor is to provide the information required to update the logbook regularly, such as:

- hours of labour, the number and qualifications of the workers employed, the Materials and Equipment used;
- the progress of the Works;
- any discrepancies, incidents, accidents, near misses and environmental violations observed and in general any unusual occurrences;
- safety briefings, Toolbox Meetings and safety audits on the Construction Site.

In the event of disagreement on the content of the Daily Report, the Contractor shall send his comments within five (5) working days following the date of the report. The Contractor is to deliver an updated schedule to the Owner on a weekly basis, such that the latter can satisfy himself that the Works are progressing normally.


8.9.2. Site logbook (coordination logbook)

The site logbook is a document or set of documents kept up to date by the co-ordinator or his colleague (the site manager) listing information and annotations on coordination and events on Site.

The Site logbook is to list the following items:

- the names and addresses of intervening parties, the time of their intervention on Site and for each one of them, the anticipated number of staff to be employed on Site as well as the anticipated duration of the works;
- decisions, observations and occurrences of significance to the design and implementation of the construction work;
- comments made to the intervening parties and the action they have taken as a result;
- comments by Contractors, initialled by the parties concerned;
- actions taken as a result of the comments of the intervening parties and by the employers' representatives of significance to the project design and to the implementation of the construction work;
- shortcomings on the part of the intervening parties in respect of general accident prevention principles, the applicable rules and concrete measures appropriate to the specific features of the temporary or mobile Construction Site or in respect of the Health, Safety and Environmental plan;
- reports on coordination structure meetings;
- accidents.

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Any systematically proposed amendments to the execution of the Contract and any complaints from the Contractor and the Owner are to be recorded and signed by both parties in acknowledgement.

The entry in the logbook is to serve purely as an organised record and does not in any way imply acceptance of the proposed change or of the complaint submitted.

8.10. Meetings

8.10.1. Kick-off meeting

The Kick-off Meeting is the first meeting held, during which management discusses the methods of execution and the work schedule.

The project manager, the site coordinator (siteco), the safety coordinator (for realisation), the concerned management and the concerned parties are attending the Kick-off meeting.

If necessary, periodic site meetings are to be arranged thereafter between the Contractor and the Owner (see Article 8.10.5 of the GS).

8.10.2. Safety briefing

Any person who carries out work on the Construction Site is to attend a "safety briefing" at least once a year and before starting his activities. These briefings are to be arranged by the Contractor under supervision by the Owner. The Contractor is to supply the Owner with an attendance list for each safety briefing, signed by each participant.

General quality, environmental and wellbeing rules are to be explained at the "safety briefing".


The Contractor is to cover the cost of organising the safety briefing (location, audiovisual aids).

Following the briefing, a sticker showing the year will be issued by the Owner, affixed to the safety helmet of the Parties Concerned and each participant is to sign the Health, Safety and Environmental plan briefing attendance list. The Contractor is required to write the name of the person concerned on the sticker.

8.10.3. Start of work meeting

- At the start of the Works on the Construction Site the Owner will organise a Start of Work Meeting. On that occasion all project aspects and in particular the HSE plan are discussed with the involved persons. The Owner gives his Approval to the Contractor's organisation and content of these meetings, in which an executive of the Contractor directs and informs his personnel with regard to the Works and the HSE prescriptions in force.

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- Specific risks (Last Minute Risk Analysis – LMRA) related to the location / environment are discussed in the Start of Work Meeting and reported as such. This LMRA has to be stated prior to start of hazardous activities and at this location activities have to be performed. The discussion of particular risks and managing measures by involved personnel has as objective to ensure that activities can be executed in a safe manner.
- Each person will attend a Start of Work Meeting as well when a new execution method will be applied or a new phase of Works starts.
- The Contractor prepares a report and mentions:
 - * the items and instructions dealt with;
 - * the brief description of LMRA, completed with eventual remarks, questions;
 - * the participants list.
- For small Works, the Start of Work Meeting is limited to a briefing, focusing on specified local HSE prescriptions and LMRA.

8.10.4. Toolbox meetings

- The Toolbox Meeting aims to inform the employees and to incite them to more secure actions and behaviour.
- The Contractor is responsible for providing required and sufficient information with regard to HSE and the execution methodology. For this purpose Toolbox Meetings are foreseen. Each new person who has to work on site shall attend a Toolbox Meeting prior to start of his activities.
- A Toolbox Meeting is arranged at least one day after a serious incident of accident occurred. The minimum frequency of Toolbox Meeting is once a month, notwithstanding the execution method performed.
- Duration: maximum ten (10) minutes or the time required.


8.10.5. Site meeting

A weekly meeting is to be held on the Construction Site at a time and day set by mutual agreement. At these meeting, any decisions necessary to ensure the smooth progress of the Works will be taken.

The following individuals are to take part in the meetings in all cases:

- the Owner's representative(s);
- the Contractor's site manager who has sufficient decision-making authority to ensure that agreements reached are adhered to.

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As required, the following people may take part in the meetings:

- the Contractor's project manager;
- the representative(s) of the External Technical Inspection Body;
- the Parties Concerned;
- the safety coordinator;
- any other person whose presence is deemed necessary by the Owner.

At these meetings, the progress of the Works is discussed in a set sequence, namely:

- review and Approval of the minutes of the previous meeting;
- safety and environmental organisation;
- administrative matters;
- technical and organisational aspects;
- execution schedule;
- financial aspects.

The Owner is to record the minutes of each meeting for approval by the Contractor no later than the start of the following meeting.

The arrangements included in approved minutes are binding and constitute an integral part of the Contract.

8.11. Discoveries during the works

8.11.1. Archaeological remains


Any potentially significant discovery is to be brought to the immediate attention of the Owner in writing (artefacts, objects from antiquity, objects relating to natural history, old coins, human remains, etc.). The Contractor is to notify the Owner and is responsible for informing the competent authorities of the discoveries.

In the Flemish Region, Works for laying new pipelines are closely monitored by the "Instituut voor het Archeologisch Patrimonium" (Institute for Archaeological Heritage) which has free access to working strips, in accordance with the Decree of 30 June 1993 on the protection of the archaeological heritage and its implementing decrees.

In the Walloon Region, Works for laying new pipelines are closely monitored by the "Direction de Fouilles" (Excavation Department) which has free access to working strips, in accordance with the decree of

18 July 1991 on monuments, landscapes and excavations and its implementing decrees.

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The operating procedure and the impact on the Works schedule are as follows:

- The archaeological investigation is restricted to the parts of the working strip and working areas where the topsoil is being removed.
- Only cranes with buckets minus teeth shall be used when removing topsoil.
- Once the topsoil has been removed, in order to conduct archaeological investigations a minimum period of five (5) working days is foreseen during which no heavy machine traffic or heavy transport are allowed on the working strip or in the working areas where topsoil has been removed.
- Due to the major disruption that can be caused by longitudinal drains, this work is not to take place until after the archaeological findings. Vertical drains may be permitted, subject to the Owner's and archaeologist's approval.
- Departures from the above operating procedure will be permissible only upon explicit agreement of the Owner and the archaeologist.

A work schedule and the practical implementation of archaeological supervision are to be established with all Parties Concerned during a special meeting prior to the start of the Works.

If the Contractor comes across excavations in the working strip carried out by or by order of the archaeologist, these are not to be backfilled until after receipt of the latter's Approval.


Under no circumstances will the Contractor be granted a price surcharge and/or deadline extension for these activities. These works are to be included in the various schedules.

If necessary, the Contractor is to provide the archaeologist with an excavator with an operator in order to carry out excavations. The Owner will only consider performance sheets which have been dated and signed by the archaeologist and will do so in accordance with the rates in price list B3.

8.11.2. Explosive devices

The Contractor is to have explosive devices removed by specialised Ministry of Defence personnel.

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8.12. On-and off-site traffic required for the execution of the works

The Contractor is to contact the Parties Concerned for any problems relating to the Construction Site (traffic, safety, etc.). Traffic on roads, railways, waterways or access roads, must not be interrupted, even for a short period of time, without the written permission of the Authorities or Public Services concerned. The Contractor may not impede or interrupt traffic inside or outside the land required for the execution of the Works. Consequently:

- on public property, he must abide by the relevant legal provisions and those imposed by the authorities concerned. Among other things, he must organise the areas surrounding the land required for the execution of the Works in such a way as to maintain free access to buildings, property, etc. He is to install bridges required for pedestrians and vehicles;

The Contractor is to apply for permission in good time from the authorities and public services concerned for any disruption in respect of the current regulations and safety on the waterways, especially as regards digging underwater trenches and laying pipes and/or cables.

In all cases, the Contractor will carry full liability for direct or indirect consequences of the disruption of the regulations and schedules of the Services and Authorities involved.

The Contractor is to include all direct and indirect costs relating to disruptions and interruptions of shipping during the Works in his Fixed Prices.


- outside the public domain, he must maintain access to buildings, property, built-up areas, grazing land, livestock watering places (moved, if necessary, with the permission of the Parties Concerned). Crops, livestock breeding and especially the movement of livestock must not be disrupted during the execution of the Works.

The aforementioned measures are to be implemented in order, among other things:

- to prevent disruption to operators and surrounding residents as a result of the Works;
- to bar the presence of unauthorised persons on the Construction Site, or to prevent livestock from wandering or falling into trenches, when thoroughfares are to be created the Contractor shall, with the consent of the Parties Concerned:

* either construct thoroughfares with temporary fences;

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- * or isolate the boundaries of the working strip making use of barriers which run parallel to it. These parallel barriers are to remain in place after reinstatement to allow for re-sowing after the Works;
- * or make temporary thoroughfares through these parallel barriers in order to allow cattle to move from one side of the fields to the other if divided by the working strip;
- * if necessary, guarantee that these fences and barriers are marked, lit, kept under surveillance and maintained throughout the Works, especially along the roads and access roads and/or their crossings.

8.13. Unforeseeable obstacles

Unforeseeable obstacles whatever their nature encountered during the execution of Works shall be reported immediately to the Owner and confirmed in writing in the next site meeting report. If these obstacles are located on private land, the Owner will investigate whether they can be demolished, on public property the Contractor is to carry out this investigation.

Any demolition of an unforeseeable obstacle, following Approval by the Owner, is to be undertaken with care and strictly limited to the minimum required to facilitate execution of the Contract.

Repair to any unforeseeable obstacle is to be carried out to the total satisfaction of the Parties Concerned and the Owner.


Remuneration for any Additional Works rendered necessary as a result of unforeseeable obstacles is to be settled in accordance with the provisions of Article 4.5.3/l. of the GS.

8.14. Reinstatement

The Contractor is to obtain the Owner's approval for any reinstatement before requesting the approval of the Parties Concerned. The Owner will only deem the reinstatement to have been finished once the Parties Concerned have accepted these without reservation and the Contractor has provided the Owner with proof of their satisfaction.

Where private land is concerned, the *satisfecit* must be submitted for signature to the Parties Concerned in the presence of the Owner. Should it be necessary to send this *satisfecit* to one of the Parties Concerned in writing, the Owner shall receive a copy of this correspondence.

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The Contractor is to draw up two (2) lists to keep a record of *satisfecits* one for private property and the other for public property. For private property, this list is to be divided into plot numbers with the contact details of the Parties Concerned and an indication of the *satisfecits* received and their respective remarks. For public property, this list is to be categorised by SP and PS with the particulars of the Parties Concerned, an indication of the *satisfecits* received and their respective remarks.

These lists are to be kept by the Contractor for the entire duration of the Works and a copy must be handed by the Contractor to the Owner during the site meeting.

Only the Owner will pay compensation for loss or damage to the Parties Concerned. Any part chargeable to the Contractor will be withheld from the final Progress Payment. The damages to be borne by the Contractor will be determined by reference to the rates applied by the Owner, if these are applicable.

In cases of loss or damage, where it is agreed that the Parties Concerned will themselves carry out the necessary reinstatement, financial compensation will only be paid when the reinstatement works have actually been completed. In all cases, mutual agreement between the Owner, the Contractor and the Party Concerned is necessary in such instances.

8.15. Invoicing and payment terms

The monthly Progress Reports will be considered as provisional accounts and all corresponding payments as advances.


On the last working day before the twenty-fifth (25th) of each month at the latest, the Contractor is to provide one (1) copy of the Progress Reports (drawn up by the Owner in cooperation with the Contractor)/Timesheets (drawn up by the Contractor) on the Work already carried out. The format of the Progress Reports / Timesheets will always match that of the initial price lists.

The Contractor is to provide the following breakdown for each item:

- quantity allowed for initially;
- previous Progress Report quantity;
- current Progress Report quantity;
- total quantity.

Only those quantities which have been measured jointly by both parties, really executed and approved in writing by the Owner are to be included in the Progress Report. The Contractor is to issue the Owner with 5 copies of his invoice drawn up in accordance with the Progress Report approved by the Owner for a sum equal to ninety-five per cent (95%) of the value stated in the Progress Report, no later than the fifth working day of the month following the Approval of the Progress Report. A bank statement on which the previously submitted invoices and corresponding payments are detailed is to be appended to the invoices.

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On completion of the Works, the Contractor is to draw up the last Progress Report, based on the total known costs to be borne by the Contractor. The Contractor is to state clearly on this Progress Report that it constitutes the final settlement.

On completion of the Works, the Contractor hands the invoice of the remaining five per cent (5%) of the amount of the previous Progress Reports to the Owner.

Invoices submitted by the Contractor will be paid, subject to the Owner's Approval, thirty (30) Days after the end of the month of receipt of the invoice by the Owner, provided that the Owner is in possession of the following documents:

- a copy of the Purchase Order, duly dated and signed by the Contractor, without reservations;
- the certificate "Free of asbestos and ceramic fibre";
- the Progress Reports, duly signed by the Owner's representative;
- the declaration of intent pertaining to compliance with the Wellbeing regulations;
- the "Civil Liability" certificate of the Contractor's insurer;
- the "Statutory Insurance" certificate of the Contractor's insurer;
- the bank guarantees of five per cent (5%) and ten per cent (10%) rounded up to the next ten;
- if the Contractor is based abroad, the certificate of the Employers' Office for the Organisation and Control of Welfare Schemes (OPOC/PDOK) confirming that the Contractor has no liabilities on the invoicing date.


The Contractor's invoices must state the number and the subject of the Order. The invoices must be drawn up in a single original copy and only be addressed to Fluxys Belgium - Accounts Payable Department, Avenue des Arts 31, 1040 Brussels, Belgium or Fluxys LNG - Accounts Payable Department, Rue Guimard 4, 1040 Brussels, Belgium.

If the Contract includes a delivery of Equipment/Materials on demand or performance of services on demand, invoices shall be paid after complete and compliant delivery of the quantities or after full and satisfactory performance of the services described in the "Purchase Order according to Contract" and on the basis of the corresponding dispatch notes or performance sheets, both duly signed by the authorised officials of the Contractor and the Owner, limited to a maximum of one (1) invoice per month. The "Purchase Order according to Contract" and the dispatch notes or performance sheets shall be enclosed with the Contractor's invoice and shall mention the Contract number.

All payments, without exception, to be effected by the Owner in this Contract, will be effected exclusively by bank transfer to the bank account appearing on the Contractor's invoices.

The payment of the invoices does not imply any acknowledgement on the part of the Owner as regards compensation for damages or deductions of any nature, or as regards any outstanding amounts due by the Contractor for supply of materials and work by the Owner. The balance of five per cent (5%) is to be invoiced after receipt of the official provisional acceptance report.

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8.16. Provisional acceptance

8.16.1. Application for provisional acceptance

The Contractor must request the provisional acceptance at his own initiative by sending a letter to the Owner's "Procurement" department, if:

- the Works have been completed in full;
- the final settlement has been approved by the Owner;
- the reinstatement has been 100 per cent (100%) approved by the Owner;
- at least ninety-five per cent (95%) of the satisfecits have been received; for private parcels, minimal ninety five percent (95 %) of the minutes/procès-verbals of lifting of parcel embargo, with or without conditions (=A and B2), must be received;
- the final certificate issued by the External Technical Inspection Body is available, where applicable;
- the document with regard to the Post-intervention dossier and commissions is obtained;
- all "A" points (infringements of legal obligations) on the Punchlist "Precommissioning/commissioning" are rectified.

8.16.2. Joint site visit

Once the conditions in Article 8.16.1 of the GS have been fulfilled, a joint site visit will be arranged within one month following the date of the application. This visit is to be carried out by the duly authorised representatives of the Owner and the Contractor. During this visit, a list will be drawn up of any work still outstanding. This list is to be signed by both parties.


Provided there is no outstanding remaining work, the Contract will be considered complete by the Owner on the date referred to in the provisional acceptance report. The Owner will send the Contractor confirmation of provisional acceptance in writing within thirty (30) Days following this date by means of an official completion report, to be signed by both parties.

If there is still work to be carried out, the provisional acceptance will not be granted, unless the Owner deems that the work outstanding is not of a nature as to impede awarding provisional acceptance.

The Contractor shall be required to complete any remaining necessary work within three (3) months of the date of the joint site visit. After this deadline, the Owner reserves the right to have the Works carried out by a third party after written notification thereof has been submitted to the Contractor and to deduct the resulting cost from the amounts owed to the Contractor or, if necessary, deduct this from the guarantee, without prejudice to the possibility of taking legal action.

As soon as the Works have been completed in full, another joint site visit will be organised. If provisional acceptance is not granted, this provisional acceptance procedure will be started over again.

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The Owner reserves the right to make use of the completed work or parts of it, it being understood that this does not constitute acceptance of the work carried out. In such cases the Contractor will not be entitled to claim any compensation whatsoever from the Owner resulting from such use.

8.17. Transfer of property

The Owner is to acquire title to Materials delivered to the Construction Site, Work carried out and all intellectual services provided as soon as they are included in the Progress Report signed by both parties.

Regardless the transfer of property at the acceptance for payment, the Contractor is responsible for all damage to or defects in Materials and the Works, for which the Contractor is directly or indirectly liable, including the risk of its deterioration until the instant of final acceptance.

8.18. Guarantee period


During the guarantee period, the Contractor is to remedy any defects and deficiencies at his own expense.

Since it is possible that certain defects either cannot be detected or cannot be detected within the period preceding final acceptance, but gradually become visible after the commissioning of the Works, the Contractor may be held liable for the costs incurred by the Owner in detecting and repairing such damage.

The guarantee period is to extend from provisional acceptance to final acceptance. During this period, the Contractor must, among other things:

- carry out all remaining work detailed in the official provisional acceptance report;
- carry out any repair work on the Owner's personal property and real estate as well as that of third parties which are attributable to subsidence, landslides, collapse, weathering, damage, etc. as a result of the execution of the Contract;
- carry out any supplies and services again where latent defects come to light;
- carry out any Works required for the purposes of preserving the Works.

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Additional guarantee periods are stipulated in the following instances:

a) The guarantee is to extend over a period of two (2) years starting from the date of final acceptance for the following cases of liability:

- faulty repairs to drainage systems;
- any other damage to drainage facilities not immediately apparent resulting from the use of heavy machinery during the Works;
- damage to agricultural machinery due to the presence of foreign bodies in the soil as a result of the Works;
- damage to animals caused, among other things, by "cutting" due to the presence of foreign bodies, including stock fencing staples and pieces of wire in the fields as a result of the Works;
- exceptional structural damage attributable to the Contractor.

If, after the end of this guarantee period, exceptional structural damage is noted, it is to be assessed and compensation is to be paid by the Contractor.

b) For plantation work, the guarantee period is to extend three (3) years, as from provisional acceptance.

c) For paintwork, the guarantee periods are as follows, as from provisional acceptance:


- six (6) years for surfaces pre-treated in accordance with the St 3 standard;
- eight (8) years for surfaces pre-treated in accordance with the Sa 3 standard.

d) The guarantee period for latent defects is thirty (30) years as from the date of final acceptance, including those relating to Works set out in subsection a).

Without prejudice to his other liabilities, including his overall liability and the various warranty periods, the Contractor shall remain responsible for hidden defects pursuant to Article 1641 of the (Belgian) Civil Code as well as the Works under Articles 1792 and 2270 of the (Belgian) Civil Code on the "ten-year liability", with effect from the date of the final acceptance.

In the event that the Contractor has had to remedy a defect or deficiency during the guarantee period, the warranty period following repair of the defect or deficiency, pursuant to Article 8.18, shall recommence as from the acceptance by the Owner of the remedied Works (repair and/or replacement).

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8.19. Final acceptance

The Contractor may apply in writing for final acceptance at the earliest one (1) year after the provisional acceptance. The final acceptance of the Works will be granted if no further failures or defects have been detected. Otherwise, the Contractor must remedy the failings and defects before reapplying.

The final acceptance will be the subject of an official report signed by both parties. The date of this official final acceptance report will be the starting date for the Contractor's ten-year liability and for the guarantee periods in accordance with Article 8.18 (a) and (d) of the GS.


8.20. Assessment

The delivered services/goods under the Contract are subject to an assessment on the respect of the delivery or execution times, the quality requirements, the safety rules, the timely submission of the contractual documents, the completeness of the documents at delivery of goods/services and the legal and contractual obligations.

The Owner shall inform the Contractor of the results of this assessment and in case of deficiencies the Contractor shall be requested to draw up an action plan.

If no action plan is drawn up within the agreed timeframe or if the action plan is not acted upon within the agreed timeframe, this can lead to the removal of the Contractor from the Owner's Vendor Database as a result of which no orders/contracts can be passed with the Contractor anymore. In that case the Contractor shall submit a new qualification file to be re-entered in the "Vendor Database".

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9. Breaches of works execution conditions

The Owner reserves the right to verify at any time that the Contractor is carrying out the Works in accordance with the conditions laid down in the Contract.

In the event of failings being noted on the part of the Contractor, the Owner will be entitled to demand the application of one or more of the measures mentioned below.

9.1. Warning

In the first instance the Contractor will receive a warning. This warning will be recorded in the next site meeting report.

In the site meeting report, the Owner will specify the period that the Contractor has to remedy his contractual breaches of the execution and the deadline by which any means of defence must be submitted by registered letter.

The Contractor's site manager is to sign the official report acknowledging receipt; in case of refusal, the report is to be sent by registered letter.


9.2. Demand

Should the Contractor fail to meet the requirements laid down in the warning within the period specified in the site meeting report, or fail to offer the Owner an acceptable justification, a demand will be issued immediately and recorded in the minutes of the site meeting report and delivered to the Contractor by registered post.

The costs of additional services provided by supervisory personnel and the External Technical Inspection Body as a result of the Contractor's continuing breach of conditions are to be borne by the latter.

All costs incurred as a result of additional services arising from the demand, including but not limited to overtime on weekdays, Saturdays, Sundays, holidays, etc. or work carried out by increased manpower are to be borne entirely by the Contractor and shall not therefore be grounds for any price surcharge.

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9.3. Compensation for loss or damage and legal measures

9.3.1. Compensation per day

The demand, as set out in Article 9.2 of the GS, will give a legal entitlement to compensation per day and per infringement as from the date of dispatch of the demand report by registered post until the failings have been rectified. This compensation is to be determined as follows:


- EUR 1,250 for Works priced at EUR 250,000 or more;
- EUR 250 for Works priced between EUR 25,000 and EUR 250,000;
- EUR 125 for Works priced at EUR 25,000 or less.

If the deadline set for the failing to be rectified, as specified in the demand report, is exceeded, the Owner reserves the right to implement one of the following measures of his choice:

- a) to increase the compensation by EUR 500 per day of delay as from the date on which the failing should have been corrected, as stated in the first demand; and/or
- b) to reduce the Contract placed with the Contractor by the amount required to meet the deadlines for completion of the Works, without granting any compensation to the Contractor. In this case, the Owner reserves the right to claim from the Contractor any additional costs which might be justified; and/or
- c) to dissolve the Contract extrajudicially without the need for any formalities other than the issue of a registered letter. In this case, the Owner may, at the expense of the defaulting Contractor, assign the work outstanding to another Contractor (execution in kind); and/or
- d) to deduct from the amounts owing to the Contractor, the compensation due to the Owner or to Third Parties on account of failings by the Contractor or failure to execute or properly execute the Contract.

Compensation for loss damage applicable to the various failings as well as amounts for indemnities, expenses or expenditure resulting from or which might result from the Contractor remaining in breach, are cumulative and will be automatically deducted from the Progress Reports for the month in which the incident has occurred and if necessary collected via the bank guarantee.

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9.3.2. Defective weld

Any Defective Weld carried out by the Contractor will automatically give rise as of right to an indemnity calculated as follows: a basic compensation amounting to EUR 3, multiplied by the nominal pipeline diameter of the Defective Weld, expressed in millimetres.

The basic compensation amount can be revised by the Owner on an annual basis on 1 July, by using the following formula:

$$F = F0 \left(0.8 \frac{S1}{S0} + 0.2 \right)$$

F = basic compensation amount

F0 = basic compensation amount on 1 July 2010 (EUR 3)

S0 = Agoria index (reference salaries – national average) on 1 July 2010

S1 = Agoria index (reference salaries – national average) on 1 July in the year of revision.

9.3.3. Exceeding of deadline

Compensation to be paid by the Contractor for exceeding the contractual execution period is set as follows:

- 2,5% per week for the first and second weeks of delay;
- 1,5% per week for the third and fourth weeks of delay;
- 1% per week for the fifth, sixth and subsequent weeks of delay.

calculated on the total value of the delayed Contract and limited to a maximum compensation of ten per cent (10%) of the total Contract sum.

9.3.4. Ground works, sheet piling, boring, dewatering and comparable works


In the event of the Contractor carrying out ground works, sheet piling, boring, dewatering and comparable Works:

- without prior notification; and/or
- patently fails to comply with the rules set out in (the Technical Specification, the Particular Specification, the General Specification) the specifications; and/or
- fails to comply with agreements.

this will be legal grounds for compensation of EUR 2,500.

Moreover, in the event that the Contractor causes damage to facilities belonging to third parties and/or the Owner, this shall give rise to a legal entitlement to additional compensation of EUR 1,250, over and above the damages chargeable to the Contractor as set out in Article 5.2 of the GS and over and above the compensation of EUR 1,250.

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9.3.5. Infringement of the safety and environmental rules

Any observation of a minor or major infringement of the legal/contractual safety and environmental regulations shall be recorded by way of warning in the Daily Report, shall be discussed at the weekly site meeting, and shall then, if the Contractor fails to rectify the infringement, give rise to a legal entitlement to compensation of EUR 250 for each infringement, without prejudice to any criminal and/or administrative sanctions and fines provided for by the legislation or regulations in force on the matter.

Compensation is imposed by the Owner and then paid by the Contractor to a charitable Institution within thirty (30) Days. Evidence of payment shall be provided to the Owner.

9.3.6. Wellbeing obligations

The Contractor undertakes to comply with his (legal, regulatory and contractual) obligations on wellbeing of employees in carrying out their work, that pertain to the Owner's facility and that have been communicated as part of this Contract.

The Owner may, at the Contractor's expense and without notice being required, take any measures he deems necessary for the wellbeing of the employees in the event of the Contractor failing to observe these obligations or observing them inadequately.

The Contractor will not be permitted to contest the appropriateness of the measures adopted in implementation. More specifically, the Contractor may not refuse to meet the cost of these measures for any reason whatsoever.

This Article does not affect the Owner's rights set out in other provisions of the GS in case of a breach of wellbeing, safety or environmental regulations.


9.4. Works completed that are unacceptable

9.4.1. Rejection

a) Works or part of the Works which have not been carried out in accordance with the conditions of the Contract or in the approved manner or which have been carried out outside the normal working hours without the approval of the Owner or where unapproved materials, originating from the Contractor, have been used, may be rejected by the Owner. In such cases, they are to be dismantled within the shortest possible time and rebuilt at the expense and under the responsibility of the Contractor.

If the Contractor fails to do so, the Owner may have the Works carried out at the expense of the Contractor, without prejudice to compensation for damages to be paid by the latter for breach of Contract.

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b) As regards completed Works, the Owner may, if he observes any fraud or poor workmanship, insist that the Contractor demolishes and rebuilds the sections of work at his expense and under his responsibility and within the shortest possible timescale.

If the Contractor fails to do so, the Owner may have the Works carried out by a third party at the expense of the Contractor.

The cost of dismantling and rebuilding will be borne by the Contractor if fraud or poor workmanship are discovered. Otherwise, the costs will be borne by the Owner.

c) Under no circumstances will the Contractor be entitled to request an extension of the deadline.

d) The Contractor cannot waive his responsibility under the pretext that the poor workmanship or the discrepancies were not observed by the Owner during the execution of the Works.

9.4.2. Repairs

In the event that the quality of the Works or part of the Works fails to comply with the conditions of Contract but could be improved by additional work, the Owner may allow the Contractor to carry out this additional work at his own expense, without prejudice to entitlement to any compensation for damages under the terms of the Contract.

9.5. Failings by the contractor


9.5.1. Seizure – transfer of debt claims

In the event of a debt claim being transferred by the Contractor without prior agreement or in the event of seizure directed at the Contractor by third parties, the Owner may decide that the Contractor no longer meets the required criteria to carry out the Works and may dissolve the Contract extrajudicially as of right.

9.5.2. Suspension of payments, application for compulsory or amicable composition, insolvency, liquidation, death or declaration of incompetence

In the event of suspension of payments, application for compulsory or amicable composition, insolvency, liquidation, death or declaration of incompetence on the part of the Contractor, the Owner will be entitled to terminate the Contract without being required to pay compensation for damages, being liable only for payment to the rightful claimants of the value of the Work carried out and the materials supplied, subject to a deduction for any loss in value or damage.

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9.6. Fraudulent practices

If the Contractor, with the intention to deceive, in particular by attempting to have work accepted or material or sections of work delivered which do not meet the conditions of the Contract, bribes or attempts to bribe a representative of the Owner, either directly or indirectly, the Owner will be entitled to terminate the Contract immediately and will permanently acquire the amounts of the bank guarantee and any deductions already applied, without prejudice to his entitlement to any additional compensation. Legal proceedings may be initiated by the Owner.

9.7. Settlement in the event of the contract being terminated

In the event of the Contract being terminated, a joint statement of Works which have been carried out and have yet to be carried out will be drawn up on the basis of objective criteria. The amount of payments still due to the Contractor will be calculated on the basis of said joint statement, allowing for any compensation and discrepancies chargeable to the Contractor.

Should the Contractor fail to respond to the request for a joint statement, the Owner will apply to the competent court to appoint an expert to act in the Contractor's stead. All costs relating to this action, including the fees of this expert and all legal costs, will be borne entirely by the Contractor.

9.8. Divisibility

Should any provision (or part thereof) of the GS be unenforceable or inconsistent with any provision of mandatory law, this will not affect the validity and enforceability of the remaining provisions of this GS or the validity and enforceability of that part of the relevant provision that is not unenforceable or inconsistent with a provision of mandatory law. In such a case, the Owner shall in good faith replace the unenforceable or inconsistent provision with an enforceable and legally valid provision that is as similar as possible to the purpose and scope of the original provision.

10. Competent jurisdiction and applicable law

The Contract is governed by Belgian law. The courts of Brussels shall have exclusive jurisdiction over any disputes relating to the existence, interpretation and performance thereof.

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