



Acquisition Directorate
Boulevard Leopold III
B-1110 Brussels, Belgium

NCIA/ACQ/2023/06724

May 31st, 2023

To : See Distribution List

Subject : **INVITATION FOR BID – IFB-CO-115838-ORS**
Domestic and International Office Relocation Services

Reference(s) : A. AC/337-D(2016)0014 dated 16 March 2016
B. BC-D(2018)0004-FINAL dated 29 January 2018
C. BC-D(2019)0129-ADD2 (INV) dated 9 July 2019
D. C-M(2002)49
E. NCI Agency Notification of Intent (NOI), NCIA/ACQ/2023/06480 - Jan 2023

Dear Sir/Madam

1. Your firm is herewith invited to participate in an Invitation for Bid for the Provision of Domestic and International Office Relocation Services.
2. This IFB will be based on the award of multiple Framework Contracts to cover the entire scope. From the date of contract award through the end of contract execution, relocation services will be completed within the Framework Contract Bidders Pool.
3. The scope of the envisaged project is described in the prospective Contract (Book II), attached to this letter.
4. Contract award will be based on the proposal evaluated as the lowest price, technically compliant bid in accordance with the selection criteria set forth in the Bidding Instructions (Book I) attached to this letter.
5. The reference for the Invitation for Bid is **IFB-CO-115838-ORS** and all correspondence concerning the IFB should reference this number.
6. **THE CLOSING TIME FOR SUBMISSION OF BIDS IN RESPONSE TO THIS INVITATION FOR BID IS FRIDAY, JUNE 26th, 2023 at 16:00 HOURS (CEST).**
7. This Invitation for Bid consists of a Book I: Bidding Instructions, including Administrative Certificates and Bidding Sheets and a Book II: The Prospective Contract. The Prospective Contract contains the Signature Sheet, the Schedule of Supplies and Services (Part I), Contract Special Provisions (Part II), Contract General Provisions (Part III), and the Statement of Work (Part IV). The Statement of Work thereto sets forth detailed specifications governing the performance requirements of the Contract.



8. The overall security classification of this bid is "NATO UNCLASSIFIED." This Invitation for Bid remains the property of the NCI Agency and shall be protected in accordance with the applicable national security regulations.
9. The successful Bidder will be required to handle and store classified information up to the level of "NATO RESTRICTED." In addition, 'Contractors' personnel working on NATO sites will be required to hold "NATO SECRET" individual security clearances. Contractor will be required to handle and store classified material to the level of "NATO RESTRICTED" and the Contractor shall have the appropriate facility and personnel clearances of "NATO SECRET." Should a Contractor be unable to perform the Contract due to the fact that the facility clearance has not been provided by their respective national security agency, this lack of clearance cannot be the basis for a claim of adjustment or an extension of schedule, nor the lack of clearance be considered a mitigating circumstance in the case of an assessment of Liquidated Damages or a determination of Termination For Default by the Purchaser.
10. Bidders have the right to request IFB clarifications as outlined in Section 2.6 of the Bidding Instructions (Book I).
11. Bidders are requested to complete and return the enclosed acknowledgement of receipt within five (5) days of receipt of this IFB, informing the NCI Agency of their intention to bid/not to bid. Firms are not bound by their initial decision, and if a firm decides to reverse their stated intention at a later date, it is requested to advise the NCI Agency via e-mail.
12. This Invitation for Bid does not constitute either a financial or contractual commitment at this stage. Prospective Bidders are advised that the NCI Agency reserves the right to cancel this IFB at any time in its entirety and bears no liability for bid preparation costs incurred by firms or any other collateral costs if bid cancellation occurs.
13. The Contracting Officer responsible for this solicitation is Mrs. Kenya Armbrister, all correspondence regarding this IFB should solely be addressed to IFB-CO-115838-ORS@ncia.nato.int.
14. As specified in the Bidding Instructions (Book I), Bidders will be required to declare a bid validity of six (6) months from closing date for receipt of bids.

FOR THE CHIEF OF ACQUISITION:

[Original signed by]
a.i. Lise Vieux-Rochat
Contracting Officer

Enclosure: Attachment A: Acknowledgment of Receipt
Attachment B: Bidders Distribution List



ATTACHMENT A

ACKNOWLEDGEMENT OF RECEIPT OF INVITATION FOR BID

IFB-CO-115838-ORS

Please complete and return within five (5) days after receipt of the IFB
(via e-mail to IFB-CO-115838-ORS@ncia.nato.int):

We hereby advise that we have received Invitation for Bid **IFB-CO-115838-ORS**
on _____, together with all enclosures listed in the Table of Contents.

CHECK ONE

- { } As of this date and without commitment on our part, we do intend to submit a bid.
- { } We do not intend to submit a bid.
- { } We are reviewing the requirements of the IFB and will notify you of our decision as soon as possible.

Signature: _____

Printed Name: _____

Title: _____

Company: _____

Address: _____



ATTACHMENT B

Bidders Distribution List - IFB-CO-115838-ORS

Country	Vendor
Belgium	Mozer
Belgium	Potiez-Deman
Belgium	AGS Coussaert
Belgium	Gosselin Moving
France	AMT Transfert
Italy	IPS S.p.A
Netherlands	Mondial Movers B.V.
United Kingdom	Crown Workspace Limited
United Kingdom	Singletons Transport Limited
United Kingdom	Pickfords Move Management Limited
United States	Global Transportation Systems, Inc.
United States	JK Technical Services LLC
United States	Interstate Relocation Services Inc.



DISTRIBUTION LIST FOR IFB-CO-115838-ORS

Prospective Bidders (sent separately in electronic version)

All NATO Delegations

Embassies in Brussels (Attn: Commercial Attaché)

All NATEXs



IFB-CO-115838-ORS

BOOK I

BIDDING INSTRUCTIONS

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SECTION 1 INTRODUCTION**1.1. Purpose and Scope**

1.1.1. The purpose of this solicitation is to invite Bids and to establish a Firm Fixed Price Framework Contract subject to Economic Price Adjustment (EPA) for the provision of Domestic and International Office Relocation Services in all NATO Member Nations and across different NATO compounds and (intra-site moves). This Contract will be based on a "as needed" basis for the period EDC until December 31st, 2023, plus five (5) x one (1) yearly options.

1.2.1 Contract Award will be made to a pool of successful Bidders on a Lowest Price, Technically Compliant (LPTC) basis as describe herein. This Contract will be based on the award of multiple Framework Contracts. From the date of contract award through the end of contract execution, relocation services will be completed within the Framework Contract Bidders Pool. These competitions will result in requirements being awarded as a signed amendment/Purchase Order (PO).

1.2. Overview of the Prospective Contract

1.2.1. The prospective Contract (Book II) requires the selected Contractor(s) to deliver Domestic and International Office Relocation Services. The Contractor(s) shall perform all activities required in Book II Part IV (Statement of Work – SOW) and shall deliver the associated deliverables listed in Book II Part I (Schedule of Supplies and Services – SSS).

1.2.2. Without prejudice to any of the terms of this IFB, the awarded contract as a result of this IFB shall not be regarded as a promise on the part of the Purchaser with regards to the placement of any orders. These will be awarded solely on the basis of the actual need of the Purchaser during the course of the contract validity period. Any quantities indicated in the Bidding Sheets of this IFB shall not be construed to represent an obligation on the part of the purchaser with respect to orders to be placed during the contract validity period. Quantities shall solely be regarded as values, which will be referred to for the purpose of the evaluation of the bids as detailed in section IV of Book I of this IFB.

1.2.3. The Contract will be governed by Book II, Part II (Contract Special Provisions), and Part III (Contract General Provisions).

1.2.4. The target date for Contract Award is August 2023.

1.3. Governing Rules, Eligibility, and Exclusion Provisions

1.3.1. This solicitation is an International Invitation for Bid and is issued in accordance with the procedures for International Competitive Bidding set forth in the NATO document AC/4-D(2008)0002-REV2. Pursuant to these procedures, bidding is restricted to companies from participating NATO member nations for which a Declaration of Eligibility has been issued by their respective government authorities.

1.3.2. This IFB will not be subject of a public bid opening.

- 1.3.3. The evaluation method to be used in the selection of the successful Bidder under this solicitation will follow: Lowest Compliant Bid Competition.
- 1.3.4. The Bid evaluation criteria and the detailed evaluation procedures are described in SECTION 4.
- 1.3.5. In the event any information contained in this IFB conflicts with other information in this IFB, the bidder shall refer to the Purchaser all queries for resolution in accordance with the procedures set forth in paragraph 2.6 "Request for IFB Clarifications."

1.4. Security

- 1.4.1. This Invitation for Bid has been classified as NATO UNCLASSIFIED.
- 1.4.2. However, Contractor and if applicable, Subcontractor personnel will be required to possess a security clearance at least to the level "NATO SECRET" (NS) level for the performance of the Contract.
- 1.4.3. All NATO CLASSIFIED material entrusted to the Contractor shall be handled and safeguarded in accordance with applicable security regulations. The Contractor shall be able to handle and store material of "NATO RESTRICTED" classification in his facility in the conduct of work under this Contract.
- 1.4.4. The Contractor shall have the appropriate facility and personnel clearances at the date of Contract Signature. Shall the Contractor be unable to perform the Contract due to the fact that the facility/security clearances have not been provided by their respective national security agency, this lack of clearance cannot be the basis for a claim of adjustment or an extension of schedule, nor the lack of clearance be considered a mitigating circumstance in the case of an assessment of Liquidated Damages or a determination of Termination For Default by the Purchaser.
- 1.4.5. Contractor personnel working at the NATO HQ site without such a clearance confirmed by the appropriate national security authority and transmitted to the cognisant NATO or National security officer, will be denied access to the site. Denial of such access by the Purchaser may not be used by the Contractor as the basis for a claim of adjustment or an extension of schedule nor can the denial of access be considered a mitigating circumstance in the case of an assessment of Liquidated Damages, Penalties or a determination of Termination for Default by the Purchaser.
- 1.4.6. Bidders are advised that Contract signature will not be delayed in order to allow the processing of NS security clearances for personnel or facilities and, shall the otherwise successful Bidder not be in a position to accept the offered Contract within a reasonable period of time, due to the fact that its personnel or facilities do not possess the appropriate security clearance(s), the Purchaser may determine the Bidder's Offer to be non-compliant and offer the Contract to the next ranking Bidder.

1.5. Bidders Conference

- 1.5.1. There will be no Bidders Conference held for this procurement.

1.6. Documentation

- 1.6.1. All documentation, including the IFB itself, all applicable documents and any reference documents provided by the Purchaser are solely to be used for the purpose of preparing a response to this IFB. They are to be safeguarded at the appropriate level according to their classification and reference documents are provided “as is,” without any warranty as to quality or accuracy.

SECTION 2 GENERAL BIDDING INFORMATION**2.1. Definitions**

2.1.1. In addition to the definitions and acronyms set forth in the Contract Special Provisions (Part II) and Contract General Provisions (Part III) of the prospective Contract, the following terms and acronyms, as used in this Invitation for Bid shall have the meanings specified below:

- 2.1.1.1. "Bidder:" a firm, consortium, or joint venture which submits an offer in response to this solicitation. Bidders are at liberty to constitute themselves into any form of Contractual arrangements or legal entity they desire, bearing in mind that in consortium-type arrangements a single judicial personality shall be established to represent that legal entity. A legal entity, such as an individual, Partnership or Corporation, herein referred to as the "Principal Contractor," shall represent all members of the consortium with the NCI Agency and/or NATO. The "Principal Contractor" shall be vested with full power and authority to act on behalf of all members of the consortium, within the prescribed powers stated in an irrevocable Power of Attorney issued to the "Principal Contractor" by all members associated with the consortium. Evidence of authority to act on behalf of the consortium by the "Principal Contractor" shall be enclosed and sent with the Bid. Failure to furnish proof of authority shall be a reason for the Bid being declared non-compliant.
- 2.1.1.2. "Compliance:" strict conformity to the requirements and standards specified in this IFB and its attachments.
- 2.1.1.3. "Contractor:" the awardee of this solicitation of offers, who shall be responsible for the fulfilment of the requirements established in the prospective Contract.
- 2.1.1.4. "Firm of a Participating Country:" a firm legally constituted or chartered under the laws of, and geographically located in, or falling under the jurisdiction of a Participating Country.
- 2.1.1.5. "IFB:" Invitation for Bid.
- 2.1.1.6. "Participating Country:" any of the NATO nations, namely, (in alphabetical order): ALBANIA, BELGIUM, BULGARIA, CANADA, CROATIA, CZECH REPUBLIC, DENMARK, ESTONIA, FRANCE, FINLAND, GERMANY, GREECE, HUNGARY, ICELAND, ITALY, LATVIA, LITHUANIA, LUXEMBOURG, MONTENEGRO, THE NETHERLANDS, NORTH MACEDONIA, NORWAY, POLAND, PORTUGAL, ROMANIA, SLOVAKIA, SLOVENIA, SPAIN, REPUBLIC OF TÜRKIYE, THE UNITED KINGDOM and THE UNITED STATES.
- 2.1.1.7. "Purchaser:" NATO Communications and Information Agency (NCI Agency) or its legal successor.
- 2.1.1.8. "Quotation" or "Bid:" a binding offer to perform the work specified in the attached prospective Contract (Book II).

2.2. Eligibility and Origin of Equipment and Services

- 2.2.1. All Contractors, Subcontractors and manufacturers, at any tier, must be from Participating Countries.
- 2.2.2. None of the work, including project design, labour and services shall be performed other than by firms from and within NATO member countries.
- 2.2.3. No materials or items of equipment down to and including identifiable Sub-assemblies shall be manufactured or assembled by a firm other than from and within a Participating Country.
- 2.2.4. Unless otherwise authorised by the terms of the prospective Contract, the Intellectual Property Rights to all design documentation and related system operating software shall reside in NATO member countries, and no license fees or royalty charges shall be paid by the Contractor to firms, individuals or governments other than within the NATO member community.

2.3. Bid Delivery and Bid Closing

- 2.3.1. All Bids shall be in the possession of the Purchaser at the email address given below on or before **16:00 pm / 1600 hours (CEST) on June 23rd, 2023**, at which time and date bidding shall be closed.
- 2.3.2. Due to the COVID-19 restrictions imposed by some governments and organisations within the NATO alliance, Offerors are requested to submit their quotation electronically to the following email address:

IFB-CO-115838-ORS@ncia.nato.int

- 2.3.3. The Quotation shall consist of three (3) separate subject emails:
 - 2.3.3.1. For the first e-mail the subject line shall read: "IFB-CO-115838-ORS Official Bid for [company name] – Part 1 - Administrative Envelope." The e-mail content shall be as described in Paragraph 3.2.1(a) below, with no password protection to the file and shall be not larger than 20MB total.
 - 2.3.3.2. For the second e-mail the subject line shall read: "IFB-CO-115838-ORS Official Bid for [company name] – Part 2 - Price Quotation." The e-mail content shall be as described in Paragraph 3.2.1(b) below, with no password protection to the file, and shall be not larger than 20MB total.
 - 2.3.3.3. For the third e-mail the subject line shall read: "IFB-CO-115838-ORS – Official Bid for [company name] – Part 3 – Technical Proposal." The e-mail content shall be as described in Paragraph 3.2.1(c) below, with no password protection to the file, and shall be not larger than 20MB total per e-mail. For large Technical Proposals, multiple e-mails may be required to submit the entire package. In such case, Bidders shall clearly indicate the correct order in the e-mail subject line.

2.3.4. Late Bids

2.3.4.1. Bids which are delivered to the Purchaser after the specified time and date set forth above for Bid Closing are "Late Bids" and shall not be considered for award. Such Bids will remain unopened unless the Purchaser can determine that the Bid in question meets the criteria for consideration as specified below.

2.3.4.2. Consideration of Late Bid – The Purchaser considers that it is the responsibility of the Bidder to ensure that the Bid submission arrives by the specified Bid Closing time. A late Bid shall only be considered for award under the following circumstances:

2.3.4.2.1. A Contract has not already been awarded pursuant to the Invitation for Bid, and;

2.3.4.2.2. The Bid was sent to the email address specified in the IFB and the delay was solely the fault of the Purchaser.

2.4. Requests for Extension of Bid Closing Date

2.4.1. The Purchaser does not anticipate, except in exceptional cases, accepting Bidder requests to extend the Bid Closing Date. Bidders are informed that requests for extension to the closing date for the IFB shall be submitted only via the point of contact indicated in paragraph 2.5 below. Any request for extension shall be submitted by the Bidder no later than fourteen (14) days prior to the established Bid closing date. Extensions to the Bid Closing Date are at the sole discretion of the Purchaser.

2.5. Purchaser's Point of Contact

The Purchaser point of contact for all information concerning this IFB is:

NATO Communications and Information Agency
Mrs. Kenya Armbrister
Email: IFB-CO-115838-ORS@ncia.nato.int

IFB Clarifications: IFB-CO-115838-ORS@ncia.nato.int

2.6. Request for IFB Clarifications

2.6.1. Bidders, during the solicitation period, are encouraged to query and seek clarification of any matters of a contractual, administrative and technical nature pertaining to this IFB.

2.6.2. All requests for clarification shall be forwarded to the Purchaser using the Clarification Request Forms provided at Annex C of this Book I. Bidders are required to keep the classification of their request NATO Unclassified. Such requests shall be emailed to the point of contact specified in paragraph 2.5 above and shall arrive **not later than fourteen (14) calendar days before the closing date of the bid**. The Purchaser is under no obligation to answer requests for clarification submitted after this time.

Requests for clarification must address the totality of the concerns of the Bidder, as the Bidder will not be permitted to revisit areas of the IFB for additional clarification except as noted in 2.6.3 below.

- 2.6.3. Additional requests for clarification are limited only to the information provided as answers by the Purchaser to Bidder requests for clarification. Such additional requests shall arrive in accordance with the date specified in the respective IFB Amendment.
- 2.6.4. The Purchaser may provide for a re-wording of questions and requests for clarification where it considers the original language ambiguous, unclear, subject to different interpretation or revelatory of the Bidder's identity.
- 2.6.5. Bidders are advised that subsequent questions and/or requests for clarification included in a Bid shall neither be answered nor considered for evaluation.
- 2.6.6. Except as provided above, all questions will be answered by the Purchaser and the questions and answers (but not the identity of the questioner) will be issued in writing to all prospective Bidders.
- 2.6.7. Where the extent of the changes implied by the response to a clarification request is of such a magnitude that the Purchaser deems necessary to issue revised documentation, the Purchaser will do so by the means of the issuance of a formal IFB in accordance with paragraph 2.8 below.
- 2.6.8. The Purchaser reserves the right to reject questions and clarification requests clearly devised or submitted for the purpose of artificially obtaining an extension of the bidding time (i.e. clarifications re-submitted using different wording where such wording does not change the essence of the clarification being requested).
- 2.6.9. The published responses issued by the Purchaser shall be regarded as the authoritative interpretation of the Invitation for Bid. Any amendment to the language of the IFB included in the answers will be issued as an IFB Amendment and shall be incorporated by the Bidder in his offer.

2.7. Requests for Waivers and Deviations

- 2.7.1. Bidders are informed that requests for alteration to, waivers or deviations from the terms and conditions of this IFB and attached prospective Contract (Book II) will not be considered after the request for clarification process. Requests for alterations to the other requirements, terms or conditions of the Invitation for Bid or the prospective Contract may only be considered as part of the clarification process set forth in paragraph 2.6.2 above. Requests for alterations to the specifications, terms and conditions of the Contract which are included in a Bid as submitted may be regarded by the Purchaser as a qualification or condition of the Bid and may be grounds for a determination of non-compliance.

2.8. Amendment of the Invitation for Bid

- 2.8.1. The Purchaser may revise, amend or correct the IFB at any time prior to the Bid Closing Date. Any and all changes will be transmitted to all Bidders by an official amendment designated as such and signed by the Purchaser. This process may be

part of the clarification procedures set forth in paragraph 2.6 above or may be an independent action on the part of the Purchaser.

- 2.8.2. All such IFB amendments issued by the Purchaser shall be acknowledged by the Bidder in its Bid by completing the "Acknowledgement of Receipt of IFB Amendments" certificate at Annex B-2. Failure to acknowledge receipt of all amendments may be grounds to determine the Bid to be administratively non-compliant.
- 2.8.3. The Purchaser will consider the potential impact of amendments on the ability of prospective Bidders to prepare a Bid within the allotted time. The Purchaser may extend the "Bid Closing Date" at its discretion and such extension will be set forth in the amendment.

2.9. Modification and Withdrawal of Bids

- 2.9.1. Bids, once submitted, may be modified by Bidders, but only to the extent that the modifications are in writing, conform to the requirements of the IFB, and are received by the Purchaser prior to the Bid Closing Date as detailed in paragraph 2.3. Such modifications will be considered as an integral part of the submitted Bid.
- 2.9.2. Modifications to Bids which arrive after the Bid Closing Date will be considered as "Late Modifications" and will be processed in accordance with the procedure detailed in paragraph 2.3.3, except that unlike a "Late Bid," the Purchaser will retain the modification until a selection is made. A modification to a Bid which is determined to be late will not be considered in the evaluation and selection process. If the Bidder submitting the modification is determined to be the successful Bidder on the basis of the unmodified Bid, the modification may then be opened. If the modification makes the terms of the Bid more favourable to the Purchaser, the modified Bid may be used as the basis of Contract award. The Purchaser, however, reserves the right to award a Contract to the apparent successful Bidder on the basis of the Bid submitted and disregard the late modification.
- 2.9.3. A Bidder may withdraw its Bid at any time prior to Bid Opening without penalty. In order to do so, an authorised agent or employee of the Bidder must provide an original statement of the firm's decision to withdraw the Bid and subsequently remove the Bid from the Purchaser's premises.

2.10. Bid Validity

- 2.10.1. Bidders shall be bound by the term of their Bid for a period of six (6) months starting from the Bid Closing Date specified in paragraph 2.3.1 above.
- 2.10.2. In order to comply with this requirement, the Bidder shall complete the Certificate of Bid Validity set forth in Annex B-4. Bids offering less than the period of time referred to above for acceptance by the Purchaser may be determined to be non-compliant.
- 2.10.3. The Purchaser will endeavour to complete the evaluation and make an award within the period referred to above. However, should that period of time prove insufficient to render an award, the Purchaser reserves the right to request an extension of the period of validity of all Bids which remain under consideration for award.

- 2.10.4. Upon notification by the Purchaser of such a request for a time extension, the Bidders shall have the right to:
- 2.10.4.1. Accept this extension of time in which case Bidders shall be bound by the terms of their offer for the extended period of time and Certificate of Bid Validity extended accordingly; or
 - 2.10.4.2. Refuse this extension of time and withdraw the Bid.
- 2.10.5. Bidders shall not have the right to modify their Bids due to a Purchaser request for extension of the Bid validity unless expressly stated in such request.

2.11. RESERVED

2.12. Cancellation of Invitation for Bid

- 2.12.1. The Purchaser may cancel, suspend or withdraw for re-issue at a later date this IFB at any time prior to Contract award. No legal liability on the part of the Purchaser for payment of any sort shall arise and in no event will any Bidder have cause for action against the Purchaser for the recovery of costs incurred in connection with preparation and submission of a Bid in response to this IFB.

2.13. Electronic Transmission of Information and Data

- 2.13.1. The Purchaser will endeavour to communicate answers to requests for clarification and amendments to this IFB to the prospective Bidders as soon as practicable.
- 2.13.2. Bidders are cautioned that electronic transmission of documentation which contains classified information is not permissible. Except for those cases in which electronic transmission of documentation is not permissible (i.e. documents with security classification mandating specific transmission methods) the Purchaser will rely exclusively on electronic means to manage all correspondence related to this IFB, including IFB amendments and clarifications.

2.14. Supplemental Agreements and Export Controlled Information

- 2.14.1. Bidders are required, in accordance with the certificate at Annex B-7 of these Instructions to Bidders, to disclose any prospective Supplemental Agreements that are required by national governments to be executed by the NCI Agency as a condition of Contract performance.
- 2.14.2. Supplemental Agreements are typically associated with, but not necessarily limited to, national export control regulations, technology transfer restrictions and end user agreements or undertakings.
- 2.14.3. Bidders are cautioned that failure to provide full disclosure of the anticipated requirements and the terms thereof, to the best of the Bidder's knowledge and experience, may result in the Purchaser withholding award of the Contract or cancelling an executed Contract if it is discovered that the terms of such Supplemental Agreements contradict salient conditions of the Prospective Contract to the extent that either key objectives cannot be accomplished or basic Contract principles and Purchaser rights have been abridged.

2.15. Mandatory Quality Assurance and Quality Control Standards

- 2.15.1. Bidders are requested to note that, in accordance with the Certificate at Annex B-8 hereto, Bidders shall provide documentary evidence that the Bidder possesses a current certification that is compliant with the requirements of Allied Quality Assurance Publication (AQAP) 2110, ISO 9001:2015, or an equivalent QA/QC regime.
- 2.15.2. Bidders shall further demonstrate that such regime is applied within the Bidder's internal organisation, as well as extended to its relationships with Subcontractors.
- 2.15.3. If the Bidder is offering a QA/QC regime that is claimed to be equivalent to AQAP 2110 or ISO 9001:2015, the burden of proof of such equivalency shall be on the Bidder and such evidence of equivalency shall be submitted with the Certificate at Annex B-8 in the Bid Administration Volume.
- 2.15.4. Failure to execute this Certificate, or failure to provide documentary evidence of compliance with this requirement may result in a determination of non-compliance for the submitted Bid.

SECTION 3 BID PREPARATION INSTRUCTIONS**3.1. General**

- 3.1.1. Bidders shall prepare and submit their bid in accordance with the requirements and format set forth in this IFB. Compliance with all bid submission requirements is mandatory. Failure to submit a bid in conformance with the stated requirements may result in a determination of non-compliance by the Purchaser and the elimination of the bid from further consideration.
- 3.1.2. Bidders shall not simply restate the IFB requirements in confirmatory terms only. The Bidder must clearly describe what is being offered and how the Bidder will meet all IFB requirements. Statements in confirmatory terms only will be sufficient grounds for determining the bid to be non-compliant. A bid shall demonstrate that a Bidder understands the terms, conditions and requirements of the IFB and its ability to provide all the services and deliverables listed in the Schedules of the prospective contract.
- 3.1.3. Although the Purchaser may request clarification of the bid, it is not required to do so and may make its determination on the content of the bid as written. Therefore, Bidders shall assume that inconsistencies, omissions, errors, lack of detail and other deficiencies in the submitted bid may render the bid to be determined non-compliant.
- 3.1.4. Partial bidding is allowed, which means that Bidders may provide prices for additional countries listed in the General Matrix. However, as a minimum, Firm Fixed unit prices for the seven (7) weighted countries (Belgium, France, Germany, Italy, Luxembourg, Netherlands and Portugal) under the "scenario-financial evaluation," tab in the Bidding Sheets shall be included. Bidders shall review Annex- A "Instructions for the Preparation of Bidding Sheets."
- 3.1.5. Bidders are advised that the Purchaser reserves the right to incorporate the successful Bidder's offer in whole or in part by reference in the resulting contract.
- 3.1.6. The specific format for each volume is stated in paragraph 3.2.1.
- 3.1.7. All documentation submitted as part of the bid shall be classified no higher than "NATO UNCLASSIFIED."
- 3.1.8. All notices and communications regarding this IFB shall be written and conducted in English. All documentation submitted as part of the bid shall be in English.

3.2. Bid Package Content

3.2.1. The complete bid submission shall consist of three (3) **separate** volumes as shown in the following table.

Volume	Format and Quantity Details
I: Administrative envelope	<p><u>Submitted by Email:</u> Scanned PDF copies of the certificates with signatures of the prescribed certifications as detailed in §3.2. No Password Protection.</p>
II: Price envelope	<p><u>Submitted by Email:</u> one (1) ZIP file containing one (1) electronic copy in Microsoft Excel(readable and searchable) of the completed Bidding Sheets and one (1) PDF copy of the completed Bidding Sheets as detailed in § 3.3. No Password Protection.</p>
III: Technical envelope	<p><u>Submitted by Email:</u></p> <ul style="list-style-type: none"> - Sub-factor 1: The contractor meets the requirements to accommodate the works as per Part II, point 1 "Context;" - Sub-factor 2: The contractor can comply and is fully equipped to accommodate the assets to be moved as per Part II, point 2 "Assets to be moved"; - Sub-factor 3: The contractor can accommodate the general as well as the specific tasks as per Part II, point 3 "Required services;" - Sub-factor 4: The contractor can provide enough external storage, containers as well as commercial, service support (electrical as well as handyman) as per Part II, point 4 "Service Support;" - Sub-factor 5: The contractor will accommodate general contractual requirements as per 1. and 2. General and operational move constraints, sequencing plan and move scheduling (point 3), hours of operation (point 4.0) and complies with the delivery acceptance (point 6.) - Sub-factor 6: Permanent availability of (screened) resources - Sub-factor 7: Availability of storage area onsite the contractor's premises and mobile storage capabilities (shipping containers). Availability of relocation assets and tools <p>➤ If necessary, the technical volume may be separated into more than one email.</p> <p>➤ All of the required contents are detailed in Section 3.6</p>

3.2.2. All emails submitted shall be less than 20MB.

3.3. Package Marking

3.3.1. The proposal shall be sent via three (3) **separate** e-mails to the Bid Delivery email address specified in section 2.5. The e-mails shall have the following subject lines:

- “IFB-CO-115838-ORS Official Bid for *[Company Name]*, Volume I – Bid Administration”
- “IFB-CO-115838-ORS Official Bid for *[Company Name]*, Volume II – Price”
- “IFB-CO-115838-ORS Official Bid for *[Company Name]*, Volume III – Technical (*if necessary: email 1 of 2 / email 2 of 2*)”

3.3.2. The individual electronic files sent by email shall have the following names:

3.3.2.1. Volume I:

- IFB-CO-115838-ORS Official Bid for *Company Name*, Volume I – Administrative envelope.

3.3.2.2. Volume II:

- IFB-CO-115838-ORS Official Bid for *Company Name*, Volume II – Price envelope.

3.3.2.3. Volume III:

- IFB-CO-115838-ORS Official Bid for *Company Name*, Volume III – Technical envelope.

3.3.3. Detailed requirements for the structure and content of each of these volumes are contained in these Bidding Instructions.

3.4. Volume I: Administrative envelope

3.4.1. Contents: One (1) ZIP file submitted by email, containing one PDF file comprised of all of the required documents.

3.4.2. No information disclosing or contributing to disclose the bid price shall be made part of the Bid Administration volume. Failure to abide to this prescription shall result in the bid being declared non-compliant.

3.4.3. The volume shall include the certificates set forth in the Annex to these Bidding Instructions, signed in the original by an authorised representative of the Bidder. The text of the certificates must not be altered in any way. The certificates are as follows:

3.4.3.1. Annex B-1 (Certificate of Legal Name of Bidder).

3.4.3.2. Annex B-2 (Acknowledgement of Receipt of IFB Amendments, and responses to clarification request(s)).

3.4.3.3. Annex B-3 (Certificate of Independent Determination).

- 3.4.3.4. Annex B-4 (Certificate of Bid Validity).
- 3.4.3.5. Annex B-5 (Certificate of Exclusion of Taxes, Duties and Charges).
- 3.4.3.6. Annex B-6 (Comprehension and Acceptance of Contract Special and General Provisions).
- 3.4.3.7. Annex B-7 (Disclosure of Requirements for NCI Agency Execution of Supplemental Agreements) with the prospective text of such Agreements, as applicable.
- 3.4.3.8. Annex B-8 (Certificate of Compliance AQAP 2110 or ISO 9001:2015 or Equivalent) with a copy of the relevant quality certification attached to it.
- 3.4.3.9. Annex B-9 (List of Prospective Subcontractors).
- 3.4.3.10. Annex B-10 (Certificate of NATO Member Country Origin of Delivered Equipment, Services, Materials and Intellectual Property Rights).
- 3.4.3.11. Annex B-11 (List of Proposed Key Personnel).
- 3.4.3.12. Annex B-12 (Disclosure of Involvement of Former NCI Agency employment).
- 3.4.3.13. Annex B-13 (NCI Agency AD.05.00, Code of Conduct: Post Employment Measures).

3.5. Volume II: Price envelope

- 3.5.1. Contents: One (1) ZIP file submitted by email, containing the completed Bidding Sheets (in MS Excel) provided with this IFB as “3_IFB-CO-115838-ORS – Book I – Bidding Sheets.”
- 3.5.2. General Rules
- 3.5.2.1. Bidders shall prepare their Price Quotation by completing the Bidding Sheets / CLINs referred in paragraph 3.5.1 above, in accordance with the instructions specified in Annex A. Bidders shall only provide price information in the "General matrix," and "Transportation matrix" worksheet tabs highlighted in blue. Worksheet tabs highlighted in green describes a scenario with fictitious quantities for relocation services within seven (7) countries. The information in those worksheets will be used for financial evaluation purposes only.
- 3.5.2.2. The structure of the Bidding Sheets shall not be changed, other than as indicated elsewhere, nor shall any quantity or item description in the Bidding Sheets. The currency(ies) of each Contract Line Item and sub-item shall be shown. The prices provided shall be intended as the comprehensive total price offered for the fulfilment of all requirements as expressed in the IFB documentation including but not limited to those expressed in the SOW.
- 3.5.2.3. Partial bidding is allowed, which means that Bidders shall provide unit prices for the seven (7) weighted countries (Belgium, France, Germany, Italy, Luxembourg, Netherlands and Portugal) listed in the "scenario-financial evaluation," worksheet tab. The Bidder may provide price information for additional countries, however this information shall not be evaluated. The "Transportation matrix" worksheet tab must indicate price information for various distances.
- 3.5.2.4. Bidders shall furnish Firm Fixed Prices for all "General Matrix's CLINs and "Transportation matrix" in accordance to the format set forth in the instructions for preparation of the Bidding Sheets found in Annex A.
- 3.5.2.5. Required items in accordance with the format set forth in the Instructions for preparation of the Bidding Sheets. This includes Firm Fixed Prices for all optional CLINs.
- 3.5.2.6. Offered prices shall not be “conditional” in nature. Any comments supplied in the Bidding Sheets which are conditional in nature, relative to the offered prices, may result in a determination that the Bid is non-compliant.
- 3.5.2.7. Bidders are responsible for the accuracy of their Price Quotations. Price Quotations that have apparent computational errors may have such errors resolved in the Purchaser’s favour or, in the case of gross omissions, inconsistencies or errors, may be determined to be non-compliant.
- 3.5.2.8. Bidders shall provide prices in the scenario in EURO. Prices will be used as a reference for future competition within the existing framework contract. Bidders may also submit bids in multiple currencies including other NATO member states' currencies under the following conditions:

- 3.5.2.8.1. The currency is of a "participating country" in the project, and;
- 3.5.2.8.2. The Bidder can demonstrate, either through sub-contract arrangements or in its proposed work methodology, that it will have equivalent expenses in that currency. All major subcontracts and their approximate anticipated value shall be listed on a separate sheet and included with the Price Quotation.
- 3.5.2.9. The Purchaser, by virtue of his status under the terms of Article IX and X of the Ottawa Agreement, is exempt from all direct and indirect taxes (incl. VAT) and all customs duties on merchandise imported or exported.
- 3.5.2.10. Bidders shall therefore exclude from their price Bid all taxes, duties and customs charges from which the Purchaser is exempted by international agreement and are required to certify that they have done so through execution of the Certificate at Annex B-5.
- 3.5.2.11. Unless otherwise specified in the instructions for the preparation of Bidding Sheets in the (SSS/CLINs) all prices quoted in the proposal shall be on the basis that all deliverable items shall be delivered "Delivery Duty Paid (DDP)" in accordance with the International Chamber of Commerce INCOTERMS ® 2010.
- 3.5.2.12. The Bidder's attention is directed to the fact that the Price Volume shall contain no document and/or information other than the priced copies of the Bidding Sheets. Any other document will not be considered for evaluation and may cause for a determination of non-compliance by the Purchaser.

3.6. Volume III: Technical

- 3.6.1. Contents: One (1) ZIP file submitted by email.
- 3.6.2. No information disclosing or contributing to disclose the bid price shall be made part of the Technical Volume. Failure to abide to this prescription shall result in the bid being declared non-compliant.
- 3.6.3. It is of utmost importance that Bidders respond to all of the technical requirements contained in the IFB Statement of Work (including all Annexes) and all the bidding instructions, not only with an affirmation of compliance but also with an explanation of how each requirement will be met.
- 3.6.4. Font Type and Size
 - 3.6.4.1. “Times New Roman” fonts in size 12 shall be used for normal text, and “Arial Narrow” fonts not smaller than size 10 for tables and graphics.
- 3.6.5. The Technical Volume shall include a Table of Contents (No page limit): which lists not only the section headings but also the major sub-sections, and topic headings required set forth in these Instructions or implicit in the organisation of the Technical Volume.
- 3.6.6. Part 2: Staffing Proposal
 - 3.6.6.1. The Bidder shall provide named individuals of key personnel and agree to comply to requirements stated in the SOW concerning staffing.
- 3.6.7. Part 3: Other requirements Proposal
 - 3.6.7.1. The Bidder shall provide a list of all key personnel with a valid NATO Personal Security Clearance at least to the NATO SECRET level.
 - 3.6.7.2. The Bidder shall provide agreement that access process to NATO HQ areas will follow guidelines as set out in SOW.
 - 3.6.7.3. The Bidder shall provide named individuals as point of contact as stipulated in SOW.

SECTION 4 BID EVALUATION AND CONTRACT AWARD**4.1. General**

- 4.1.1. The evaluation of bids will be made by the Purchaser solely on the basis of the requirements specified in this IFB.
- 4.1.2. All bids will be evaluated solely using the evaluation criteria contained herein. Technical Proposals will be evaluated strictly against the technical criteria and not against other Technical Proposals submitted.
- 4.1.3. The evaluation of Bids and the determination as to the compliance or technical adequacy of the supplies and services offered will be based only on that information furnished by the Bidder and contained in his bid. The Purchaser shall not be responsible for locating or securing any information that is not identified in the Bid.
- 4.1.4. The Bidder shall furnish with his Bid all information requested by the Purchaser in Book I, Section 3, Bid Preparation Instructions. Significant omissions and/or cursory submissions may result in a determination of non-compliance without recourse to further clarification. The information provided shall be to a level of detail necessary for the Purchaser to determine exactly what the Bidder proposes to furnish and whether the offer meets the technical, administrative and contractual requirements of this IFB.
- 4.1.5. During the evaluation, the Purchaser may request clarification of the bid from the Bidder and the Bidder shall provide sufficient detailed information in connection with such requests as to permit the Purchaser to make a final assessment of the bid based upon the facts. The purpose of such clarifications will be to resolve ambiguities in the Bid and to permit the Bidder to state his intentions regarding certain statements contained therein. The purpose of the clarification stage is not to elicit additional information from the Bidder that was not contained in the original submission unless specified differently in this document or to allow the Bidder to supplement cursory answers or omitted aspects of the Bid. The Bidder is not permitted any cardinal alteration of the bid regarding technical matters and shall not make any change to his price quotation at any time.
- 4.1.6. The Bidder's prompt response to the Purchaser's clarification requests is important and therefore failure to provide the requested clarifications within the time-limits set forth in the specific Clarification Requests (minimum 24 hours next working day) may cause the Bid to be deemed non-compliant.
- 4.1.7. The Purchaser reserves the right, during the evaluation and selection process, to verify any statements made concerning experience, facilities, or existing designs or materials by making a physical inspection of the Bidder's facilities and capital assets and by interviewing Key Personnel. This includes the right to validate, by physical inspection, the facilities and assets of proposed subcontractors. The Bidder shall be responsible for providing access to his own or Subcontractors' facilities and personnel.
- 4.1.8. The evaluation will be conducted in accordance with NATO Financial Rules and Procedures.

4.1.9. Evaluation of this IFB will be conducted in accordance with the “One Envelope” procedure in which the Price Proposal of each administratively compliant Bidder is evaluated first, and only the Technical Proposal of the apparent lowest priced bid is then evaluated for compliance with the technical requirements of the IFB.

4.1.10. The Bidder who has offered the lowest priced, technically compliant bid will be offered the contract for award.

4.2. Evaluation Procedure

4.2.1. The evaluation will be done as described below:

4.2.1.1. Step 1: Administrative Compliance

4.2.1.1.1. Bids received will be reviewed for compliance with the mandatory administrative requirements specified in paragraph 4.3. Bids not meeting all of the mandatory administrative requirements may be determined to be non-compliant and not considered for further evaluation.

4.2.1.2. Step 2: Price Evaluation

4.2.1.2.1. In Step 2, the Price Quotations of all bids not considered non-compliant under the previous step will be opened and evaluated in accordance with paragraph 4.4.

4.2.1.3. Step 3: Technical Evaluation

4.2.1.3.1. In Step 3, the Technical Proposal of the lowest-priced Bid will be opened and evaluated in accordance with paragraph 4.5.

4.3. Evaluation Step 1 - Administrative Compliance

4.3.1. Bids will be reviewed for compliance with the formal requirements for Bid submission as stated in this IFB and the content of the Administrative Envelope. The evaluation of the Bid Administration Volume will be made on its completeness, conformity and compliance to the requested information. The following requirements shall be verified:

4.3.1.1. The Bid was received by the Bid Closing Date and Time;

4.3.1.2. The Bid is packaged and marked properly;

4.3.1.3. The Bid Administration Volume contains the documentation listed in paragraph 3.4 and complies with the formal requirements established in paragraph 3.1 through 3.2.

4.3.1.4. The Bidder has not taken exception to the Terms and Conditions of the Prospective Contract or has not qualified or otherwise conditioned his offer on a modification or alteration of the Terms and Conditions or the language of the Statement of Work.

4.3.1.5. **Receipt of an unreadable electronic bid.** If a bid received at the Purchaser’s facility by electronic data interchange is unreadable to the degree that

conformance to the essential requirements of the solicitation cannot be ascertained, the Contracting Officer shall immediately notify the Bidder that the bid will be rejected unless the Bidder provides clear and convincing evidence:

- 4.3.1.5.1. Of the content of the bid as originally submitted, and;
- 4.3.1.5.2. That the unreadable condition of the bid was caused by Purchaser software or hardware error, malfunction, or other Purchaser mishandling.
- 4.3.2. A Bid that fails to conform to the above requirements may be declared non-compliant and may not be evaluated further by the Purchaser.
- 4.3.3. Bids that are determined to be administratively compliant will proceed to Step 2, Price Evaluation.
- 4.3.4. Notwithstanding paragraph 4.3.1.4, if it is later discovered during either the Price or Technical evaluation, that the Bidder has taken exception to the Terms and Conditions of the Prospective Contract, or has qualified and/or otherwise conditioned his offer on a modification or alteration of the Terms and Conditions or the language of the Statement of Work, the Bidder may be determined to have submitted a non-compliant bid.

4.4. Evaluation Step 2 – Price Evaluation

- 4.4.1. The Bidder's Price Quotation will be first assessed for compliance against the following standards:
 - 4.4.1.1. The Price Quotation meets the requirements for preparation and submission of the Price Quotation set forth in the Bid Preparation Section and the Instructions for Preparation of the Bidding Sheets in Annex A-1 in particular.
 - 4.4.1.2. Bidder(s) shall furnish Firm Fixed Prices for all General matrix's CLINs and Transportation matrix price items. Not having provided a price for all items as required per the Bidding sheets, i.e. to fill out **all** yellow fields, may render the bid non-compliant. Prices cannot be embedded/included in other prices.
 - 4.4.1.3. All pricing data, i.e., quantities, unit prices, has been provided as reflected in the Bidding Sheets.
 - 4.4.1.4. Bid prices include all costs for items supplied, delivered, and supported.
 - 4.4.1.5. All prices have been accurately entered into appropriate columns, and accurately totalled.
 - 4.4.1.6. The Bidder has provided accurate unit price (where required) and total price for each line item.
 - 4.4.1.7. The Bidder has provided accurate unit prices and total prices (as required) for each line item.
 - 4.4.1.8. The currency of all line items has been clearly indicated.

- 4.4.1.9. The Bidder has quoted in his own national currency or in the host nation currency, Euros. Where multiple currencies including other NATO member states' currencies are quoted, the conditions of Section III, paragraph 3.5.2.6 are met.
- 4.4.1.10. The Bidder has indicated that in accordance with the treaties governing the terms of business with NATO, he has excluded from his prices all taxes, duties and customs charges from which the Purchaser has been exempted.
- 4.4.1.11. Price quotes for each individual item(s), and totalled prices are accurate and realistic (based on historic data, and/or market and competitive trends in the specified industrial sector(s)).
 - 4.4.1.11.1. Detailed pricing information has been provided and is adequate, accurate, traceable, and complete.
 - 4.4.1.11.2. The Price Quotation meets requirements for price realism and balance as described below in paragraph 4.4.4.
- 4.4.2. A Bid which fails to meet the compliance standards defined in this section may be declared non-compliant and may not be evaluated further by the Purchaser.
- 4.4.3. Basis of Price Comparison to determine lowest compliant bid.
 - 4.4.3.1. The Purchases shall compare all total Firm Fixed Prices in the scenario from the worksheet "Offer Summary-CLINs-Scenario," provided by the Bidder(s).
 - 4.4.3.2. The Total Sum as detailed in the Bidding sheets is used solely for the purpose of determining the Lowest Price Technically Compliant bid(s).
- 4.4.4. Price Realism
 - 4.4.4.1. Should a Bidder submit a price proposal that is not a realistic reflection of actual cost, this shall be considered by the Purchaser unrealistic, and shall be determined as non-compliant.
 - 4.4.4.2. Indicators of an unrealistically low Bid may be the following, amongst others:
 - 4.4.4.2.1. Labour Costs that, when amortised over the expected or proposed direct labour hours, indicate average labour rates far below those prevailing in the Bidder's locality for the types of labour proposed.
 - 4.4.4.2.2. Direct Material costs that are considered to be too low for the amounts and types of material proposed, based on prevailing market prices for such material.
 - 4.4.4.2.3. Numerous Line Item prices for supplies and services that are provided at no cost or at nominal prices.
 - 4.4.4.3. If the Purchaser has reason to suspect that a Bidder has artificially debased its prices in order to secure Contract award, the Purchaser will request clarification of the Bid in this regard and the Bidder shall provide an explanation.

- 4.4.4.4. If the bidder fails to submit a comprehensive and compelling response, the Purchaser may determine the proposal submitted as non-compliant. Alternatively, the Bidder may respond and request to withdraw from competition.
- 4.4.5. If the Purchaser accepts the Bidder's explanation, the Bidder shall agree that the supporting pricing data submitted will be incorporated by reference in the Contract. The Bidder shall agree as a condition of Contract signature, that the pricing data will be the basis of determining fair and reasonable pricing for all subsequent negotiations for modifications of or additions to the Contract and that no revisions of proposed prices will be made.
- 4.5. Evaluation Step 3 – Technical Evaluation/Criteria**
- 4.5.1. Upon determination of the lowest-priced Bid as described above, the Bid shall be evaluated to confirm compliance with the requirements stated in Book I, Section 3.6 and Book II, Part IV - Statement of Work (SOW).
- 4.5.2. In order for a Bid to be determined to be technically compliant, the Bidder shall have submitted a Proposal which has addressed all requirements as detailed in the Bidding Instructions at Section 3.6 and subsequently has fully met, after evaluation by the Purchaser, all the criteria thereof. In particular, the Technical Proposal will be reviewed for compliancy of all Sections of the Proposal, containing sufficient details necessary to make a positive determination of compliancy.
- 4.5.3. The Bidder shall provide a principle statement that they are capable to perform domestic and international moves, and that they are compliant with the applicable requirements in the contract. The Bidder shall also state they shall be responsible for ensuring that their subcontractor carrier complies with all requirements of the contract in every respect.
- 4.5.4. The Bidder shall also use the Cross Reference/Compliance Table (D-1) as detailed in Annex D- Technical Evaluation Documents to clearly indicate full compliance with all listed technical requirements. The Bidder shall also include previous customer reference and details of similar past activities under Annex D, (D-2) Past Performance review.

Annex A INSTRUCTIONS FOR THE PREPARATION OF BIDDING SHEETS

A-1 Introduction

1. Bid pricing requirements as addressed in this Annex are mandatory. Failure to abide to the bid pricing requirements included in this section may lead to the Bid being declared non-compliant and not being taken into consideration for award.
2. No alteration of the Bidding sheets – including, but not limited to quantity indications, formulas, descriptions, titles or pre-populated Not-to-Exceed amounts – are allowed with the sole exception of those explicitly indicated as allowed in this document or in the instructions embedded in the Bidding Sheets file.
3. The quantities and orders provided in the documents are notional and for evaluation purposes only. However, the Bidder(s) shall reflect the total items required to meet the annual contractual requirements. No rights may be derived from these notional quantities of items and orders, as Purchaser requirements may vary throughout the period of performance of the Contract.
4. Additional price columns may be added if multiple currencies are Bid, including extra provisions for all totals.

A-2 General Requirements

1. Bidders are required, in preparing their Price Quotation to utilise the electronic Excel file provided as part of this IFB and referenced in Annex A-3.
2. This Excel file below includes detailed instructions on each tab that will facilitate bidders' preparation of the bid pricing. These instructions are mandatory.
3. In preparing the Bidding Sheets, Bidders shall ensure that the prices of any Sub-items total the price of the major item of which they constitute a part.
4. Bidders are advised that formulae are designed to ease evaluation of the Bidders proposal have been inserted in the electronic copies of the Bidding Sheets.
5. If the Bidder identifies an error in the spreadsheet, he/she should notify the Purchaser through the process described under Section 2.6 above. The Purchaser will then make a correction and notify all the Bidders of the update.
6. Prices shall not include any provision for taxes or duties for which the Purchaser is exempt.

Bidding Sheets Instructions

INTRODUCTION & IMPORTANT NOTES	
	<p>Bidders should note that NCIA has recently updated its bidding sheet template and are encouraged to read the instructions in full for this new version before completing the bidding sheets.</p> <p>All bidders are required to submit pricing details to demonstrate that the Purchaser's Pricing Principles are being applied as part of their bids. All data submitted in these sheets shall be complete, verifiable and factual and include the required details. Any exclusions may render the bid as non compliant thus removing the bidder from the bidding process.</p> <p>Partial bidding is allow, which means that Bidders may select countries to provide prices for in the General Matrix. However, as minimum, the seven (7) countries included under the Scenario Financial Evaluation tab (Belgium, France, Germany, Italy, Luxembourg, Netherlands and Portugal) shall be priced. Prices shall also be included under the Transportation matrix.</p> <p>The Firm Fixed Prices of the scenario shall be in Euro. Prices will be used as a <u>reference</u> for future competition within the existing framework contract.</p> <p>Bidders are ONLY REQUIRED to complete the following tabs (coloured coded BLUE) :</p> <ul style="list-style-type: none"> - TAB "General matrix"-->the Bidder shall provided unit prices. This tab will be part of the future SSS. - TAB "Transportation matrix"--> the Bidder shall provided the transportation's prices. This tab will be part of the future SSS. <p>The following tabs coloured coded in GREEN, are to show a fictional scenario (with fictional quantities) and the price evaluation methodology ONLY. Formulas and quantities are not to be modified.</p> <ul style="list-style-type: none"> - TAB "Offer Summary-CLINs-Scenario" - TAB "Scenario-Financial evaluation" - TAB " Transportation-Financial eval." <p>Note that input cells in the different tabs are colour coded YELLOW. The instructions for the detailed tabs can be found below, as well as in the green boxes within each detailed tab Note: any information found within GREEN boxes throughout the entire document is provided as an instruction and/or for financial evaluation ONLY.</p> <p>Bids in MULTIPLE CURRENCIES should follow the following instructions:</p> <ul style="list-style-type: none"> - For the "General matrix" tab Bidders must add "Unit Price" column to the right of the current table for each additional currency selecting the individual currencies from the dropdown lists. - For the "Transportation matrix" tab Bidder must create additional sheets per currency other than EURO. <p>Important note: for the CLINs-Scenario (financial evaluation), the prices are to be provided in EURO. For that reason, at least the Bidder shall provide in EURO, under the General matrix tab, the prices for the 7 countries part of the scenario, i.e. Belgium, Netherlands, Luxembourg, France, Germany, Italy and Portugal.</p>
RATES	<p>The G&A/OH/Material handling and any other indirect rates shall be included within the unit prices. The labour rates will include travel and Per Diem cost.</p>

A-3 Structure Of Bidding Sheets

The Bidding Sheets provided in MS Office Excel format include detailed instructions and are organised according to the following structure:

- 3.1 Instructions
- 3.2 General Matrix
- 3.3 Transportation Matrix - EUR
- 3.4 Offer Summary - CLINs-Scenario
- 3.6 Scenario - Financial Evaluation
- 3.7 Transportation Financial Evaluation

A-4 Bidding Sheets

1. Bidders are required, in preparing their Price Quotation to utilise the following electronic file provided as part of this IFB.

“3_IFB-CO-115838-ORS - Book I - Bidding Sheets.xls”

2. Bidders shall include this file in its proposal in the same Excel format in which it is provided in this IFB.
3. **COMPLETING “Offer Summary” Sheet**
The “Offer Summary” sheet is intended to summarize all CLINs. All prices included in the “General Matrix and Transportation Matrix” worksheet tabs shall be linked to the “Offer Summary” worksheet tab.

Annex B Prescribed Administrative Forms and Certificates

Annex B-1. Certificate of Legal Name of Bidder

This Bid is prepared and submitted on behalf of the legal corporate entity specified below:

FULL NAME OF CORPORATION: _____

DIVISION (IF APPLICABLE): _____

SUB DIVISION (IF APPLICABLE): _____

OFFICIAL MAILING ADDRESS

E-MAIL ADDRESS: _____

POINT OF CONTACT REGARDING THIS BID:

NAME: _____

POSITION: _____

TELEPHONE: _____

ALTERNATIVE POINT OF CONTACT:

NAME: _____

POSITION: _____

TELEPHONE: _____

Date

Signature of Authorised Representative

Printed Name

Title

Company

Annex B-2. Acknowledgement of Receipt of IFB Amendments and Responses to Clarification Requests (if applicable)

I confirm that the following amendments to Invitation for Bid CO-115838-ORS have been received and the Bid, as submitted, reflects the content of such amendments.

Amendment no.	Date of Issued	Date of receipt	Initials

Date

Signature of Authorised Representative

Printed Name

Title

Company

Annex B-3. Certificate of Independent Determination

1. Each Bidder shall certify that in connection with this procurement:
 - a. This Bid has been arrived at independently, without consultation, communication or agreement, for the purpose of restricting competition, with any other Bidder or with any competitor;
 - b. The contents of this bid have not been knowingly disclosed by the Bidder and will not knowingly be disclosed by the Bidder prior to award, directly or indirectly to any other Bidder or to any competitor, and
 - c. No attempt has been made, or will be made by the Bidder to induce any other person or firm to submit, or not to submit, a Bid for the purpose of restricting competition.

2. Each person signing this Bid shall also certify that:
 - a. He/she is the person in the Bidder's organisation responsible within that organisation for the decision as to the bid and that he/she has not participated and will not participate in any action contrary to 1(a) through 1(c) above, or
 - b. (i) He/she is not the person in the Bidder's organisation responsible within that organisation for the bid but that he/she has been authorised in writing to act as agent for the persons responsible for such a decision in certifying that such persons have not participated, and will not participate in any action contrary to 1(a) through 1(c) above, and as their agent does hereby so certify, and
(ii) He/she has not participated and will not participate in any action contrary to 1(a) through 1(c) above.

Date

Signature of Authorised Representative

Printed Name and Title

Company

NOTE: IF THE BIDDER DELETES OR MODIFIES SUBPARAGRAPH (1B) OF THIS ANNEX, THE BIDDER MUST FURNISH WITH ITS OFFER A SIGNED STATEMENT SETTING FORTH IN DETAIL THE CIRCUMSTANCES OF THE DISCLOSURE.

Annex B-4. Certificate of Bid Validity

I, the undersigned, as an authorised representative of the firm submitting this Bid, do hereby certify that the pricing and all other aspects of our Bid will remain valid for a period of six (6) months from the Bid Closing Date of this Invitation for Bid.

Date

Signature of Authorised Representative

Printed Name

Title

Company

Annex B-5. Certificate of Exclusion of Taxes, Duties and Charges

I hereby certify that the prices offered in the price quotation of this Bid exclude all taxes, duties and customs charges from which the Purchaser has been exempted by international agreement.

Date

Signature of Authorised Representative

Printed Name

Title

Company

Annex B-6. Comprehension and Acceptance of Contract Special and General Provisions

The Bidder hereby certifies that he has reviewed the Contract Special Provisions and the NCI Agency Contract General Provisions set forth in the Prospective Contract, Book II, of this Invitation for Bid. The Bidder hereby provides his confirmation that he fully comprehends the rights, obligations and responsibilities of the Contractor as set forth in the Articles and Clauses of the Prospective Contract. The Bidder additionally certifies that the offer submitted by the Bidder is without prejudice, qualification or exception to any of the Terms and Conditions and he will accept and abide by the stated Contract Special Provisions and Contract General Provisions if awarded the Contract as a result of this Invitation for Bid.

Date

Signature of Authorised Representative

Printed Name

Title

Company

ANNEX B-7. Disclosure of Requirements for NCI Agency Execution of Supplemental Agreements

I, the undersigned, as an authorised representative of _____, certify the following statement:

All supplemental agreements, defined as agreements, documents and/or permissions outside the body of the Contract but are expected to be required by my Government, and the governments of my Subcontractors, to be executed by the NCI Agency or its legal successor as a condition of my firm’s performance of the Contract, have been identified, as part of the Bid.

These supplemental agreements are listed as follows:
(insert list of supplemental agreements or specify “none”)

Examples of the terms and conditions of these agreements have been provided in our Offer. The anticipated restrictions to be imposed on NATO, if any, have been identified in our offer along with any potential conflicts with the terms, conditions and specifications of the Prospective Contract. These anticipated restrictions and potential conflicts are based on our knowledge of and prior experience with such agreements and their implementing regulations. We do not certify that the language or the terms of these agreements will be exactly as we have anticipated.

The processing time for these agreements has been calculated into our delivery and performance plans and contingency plans made in the case that there is delay in processing on the part of the issuing government(s).

We recognise that additional supplemental agreements, documents and permissions presented as a condition of Contract performance or MOU signature after our firm would be selected as the successful Bidder may be cause for the NCI Agency to determine the submitted Bid to be non-compliant with the requirements of the IFB;

We accept that should the resultant supplemental agreements issued in final form by the government(s) result in an impossibility to perform the Contract in accordance with its schedule, terms or specifications, the Contract may be terminated by the Purchaser at no cost to either Party.

Date

Signature of Authorised Representative

Printed Name

Title

Company

Annex B-8. Certificate of Compliance AQAP 2110 or ISO 9001:2015 or Equivalent

I hereby certify that _____(name of Company) possesses and applies Quality Assurance Procedures/Plans AQAP 2110 or ISO 9001:2015 or equivalent as evidenced through the attached documentation¹.

Date

Signature of Authorised Representative

Printed Name

Title

Company

¹ Bidders must attach copies of any relevant quality certification.

Annex B-9. List of Prospective Subcontractors

Name and Address of Sub-Bidder	DUNS Number ²	Primary Location of Work	Items/Services to be Provided	Estimated Value of Sub-Contract

Date

Signature of Authorised Representative

Printed Name

Title

Company

² Data Universal Numbering System (DUNS). Bidders are requested to provide this data in order to help NCI AGENCY to correctly identify Subcontractors. If a Subcontractor's DUNS is not known this field may be left blank.

Annex B-10. Certificate of NATO Member Country Origin of Delivered Equipment, Services, Materials and Intellectual Property Rights

The Bidder hereby certifies that, if awarded the Contract pursuant to this solicitation, it will perform the contract subject to the following conditions:

- (a) none of the work, including project design, labour and services shall be performed other than by firms from and within participating NATO member countries;
- (b) no material or items of equipment down to and including identifiable sub-assemblies shall be manufactured or assembled by a firm other than from and within a participating NATO member country (a sub-assembly is defined as a portion of an assembly consisting of two or more parts that can be provided and replaced as an entity)*; and
- (c) the intellectual property rights to all design documentation and related system operating software shall reside in NATO member countries, and no license fees or royalty charges shall be paid by the Contractor to firms, individuals or governments other than within the NATO member countries.

Date

Signature of Authorised Representative

Printed Name and Title

Company

*This definition purposely excludes components and/or parts (as defined in AcodP-1), which are not subject to this certification.

Annex B-11. List of Proposed Key Personnel

Key Personnel are not necessarily required to work full-time in that position. Therefore, it is possible for an individual to fill more than one Key Personnel role at the same time, assuming the person is qualified to perform both roles.

Personal Data Protection

Although NATO, as an international organization, is not subject to GDPR and national data protection law, it is committed to protecting the personal data that it processes. All processing of personal data will be done in accordance with applicable NATO policies and regulations.

Position	SOW Reference	Labour Category	Name	Designation Period

Date

Signature of Authorised Representative

Printed Name

Title

Company

Annex B-12.

Disclosure of Involvement of Former NCI Agency Employment

Disclosure of Involvement of Former NCI Agency Employment

The Bidder hereby certifies that, in preparing its Bid, the Bidder did not have access to solicitation information prior to such information been authorized for release to Bidders (e.g., draft statement of work and requirement documentation).

The Bidder hereby acknowledges the post-employment measures applicable to former NCI Agency Personnel as per the NCI Agency Code of Conduct.

The Bidder hereby certifies that its personnel working as part of the company's team, at any tier, preparing the Bid:

- Have not held employment with NCI Agency within the last two years.
- Has obtained a signed statement from the former NCI Agency personnel below, who departed the NCI Agency within the last two years, that they were not previously involved in the project under competition (as defined in the extract of the NCI Agency Code of Conduct provided in Annex B-13 of this IFB):

Employee Name	Former NCIA Position	Current Company Position

The Bidder also hereby certifies that it does not employ and/or receive services from former NCI Agency Personnel at grades A5 and above or ranks OF-5 and above, who departed the NCI Agency within the last 12 months. This prohibition covers negotiations, representational communications and/or advisory activities.

Date

Signature of Authorised Representative

Printed Name

Title

Company

Annex B-13. NCI Agency AD. 05.00, Code of Conduct: Post Employment Measures

1. The NCI Agency will not offer employment contracts to former NCI Agency Personnel who departed less than 2 years earlier, unless prior approval by the General Manager has been received.
2. Former NCI Agency Personnel will not be accepted as consultants or commercial counterpart for two (2) years after finalization of their employment at NCI Agency, unless the General Manager decides otherwise in the interest of the Agency and as long as NATO rules on double remuneration are observed. Such decision shall be recorded in writing. Commercial counterparts include owners or majority shareholders, key account managers, or staff member, agent or consultant of a company and/or subcontractors seeking business at any tier with the NCI Agency in relation to a procurement action in which the departing NCI Agency staff member was involved when he/she was under the employment of the NCI Agency. As per the Prince 2 Project methodology, a Project is defined as a “temporary organization that is created for the purpose of delivering one or more business products according to an agreed business case.” For the purpose of this provision, involvement requires (i) drafting, review or coordination of internal procurement activities and documentation, such as statement of work and statement of requirement; and/or (ii) access to procurement information that has not yet been authorized for release for outside distribution, including draft statements of work and requirement documentations; and/or (iii) being appointed as a representative to the Project governance (e.g., Project Board) with access to procurement information as per (ii) above; and/or (iv) having provided strategic guidance to the project, with access to procurement information as per (ii) above.
3. In addition to Section 17.2 above, former NCI Agency Personnel at grades A5 and above or ranks OF-5 and above are prohibited during twelve months following the end of their employment with the NCI Agency to engaging in negotiations, representational communications and/or advisory activities with the NCI Agency on behalf of a private entity, unless this has been agreed in advance by the NCI Agency General Manager and notified to the ASB.
4. NCI Agency Personnel leaving the Agency shall not contact their former colleagues in view of obtaining any information or documentation about procurement activities not yet authorized for release. NCI Agency Personnel shall immediately report such contacts to the Director of Acquisition.
5. The ASB Chairman will be the approving authority upon recommendation by the Legal Adviser when the NCI Agency Personnel concerned by the above is the NCI Agency General Manager and will notify the ASB.

6. NCI Agency Personnel leaving the Agency shall sign a statement that they are aware of the post-employment measures set out in this Directive.
7. The post-employment measures set out in this Directive shall be reflected in the NCI Agency procurement documents, such as IFBs, and contract provisions.

Date

Signature of Authorised Representative

Printed Name

Title

Company

NATO UNCLASSIFIED

IFB-CO-115838-ORS
Book I – Bidding Instructions

NATO UNCLASSIFIED

Annex C Clarification Request Form

Company Name _____ Submission Date _____

**INVITATION FOR BID
IFB-CO-115838-ORS**

CLARIFICATION REQUEST FORM

Company Name _____ Submission Date _____

ADMINISTRATION or CONTRACTING				
Serial No.	IFB Ref.	Bidder's Question	NCI Agency Answer	Status
A.1				
A.2				
A.3				
A.4				
A.5				

Company Name _____ Submission Date _____

PRICE				
Serial No.	IFB Ref.	Bidder's Question	NCI Agency Answer	Status
P.1				
P.2				
P.3				
P.4				
P.5				

Company Name _____ Submission Date _____

TECHNICAL				
Serial No.	IFB Ref.	Bidder's Question	NCI Agency Answer	Status
T.1				
T.2				
T.3				
T.4				
T.5				

Annex D Technical Evaluation Documents

D-1 CROSS REFERENCE / COMPLIANCE TABLE

Bidders shall complete column “**BID REFERENCE**” with Bid references that locate the technical proposal documentation required by the RFQ, e.g. section, paragraph, table *(if applicable)*, page number etc.

One copy each of the duly completed Cross Reference/ Compliance Table is to be included in the Bid Administration Package, as well as the Technical Proposal Package.

Item	Bidding Instructions Ref	SOW Reference	EVALUATION CRITERIA	BID REFERENCE
1	Book I- Bidding Instructions			<i>Bidder to complete</i>
2				
3				
4				
5				
6				
7				

D-2 Past Performance Reference

Please indicate 3 current or recent contracts with substantially similar scope and magnitude to the requirements.

1st reference:

Contract reference (if applicable)	
Start date of contract	
End date of contract	
Value of contract	
Customer's name	
Customer's Point of Contact capable of providing information giving name, telephone and email.	

2nd reference:

Contract reference (if applicable)	
Start date of contract	
End date of contract	
Value of contract	
Customer's name	
Customer's Point of Contact capable of providing information giving name, telephone and email.	

3rd reference:

Contract reference (if applicable)	
Start date of contract	
End date of contract	
Value of contract	
Customer's name	
Customer's Point of Contact capable of providing information giving name, telephone and email.	



PROSPECTIVE CONTRACT

IFB-CO-115838-ORS

**PROVISION OF DOMESTIC AND INTERNATIONAL
OFFICE RELOCATION SERVICES**

BOOK II



NCI AGENCY CONTRACT – SIGNATURE SHEET	
1. Original Number _ of 1	2. Purchase Order Number : TBD
3. Contract Number: CO-115838-ORS	4. Effective date: TBD
5. Contractor:	6. Purchaser: The General Manager NATO Communications and Information Agency Boulevard Leopold III 1110 Brussels Belgium
7. Contract Scope: The Contractor shall deliver the Supplies and Services pertaining to the provision of Domestic and International Office Relocation Services, as detailed in the attached Schedule of Supplies and Services and the Statement of Work.	
8. FIRM FIXED PRICE : Currency []	
9. Delivery: See attached Schedule of Supplies and Services.	10. Ship to/ Mark for: See attached Schedule of Supplies and Services and Statement of Work Purchaser is exempt from VAT and Customs Duties.
11. Contract Agreement: The Contractor agrees to furnish all items and perform all the services set forth or otherwise identified above and on any continuation sheets for the consideration stated herein. This agreement supersedes all previous communications, representations or understandings, either written or oral, and shall constitute the sole and only agreement between the Contractor and the Contracting Authority with respect to the subject matter hereof. The rights and obligations of the parties to this Contract shall be subject to and governed by the Special Provisions and the General Provisions attached to this Signature sheet.	
12. Signature of Contractor	13. Signature of Purchaser
14. Name and Title of Signer	15. Name and Title of Signer
16. Date signed by the Contractor	17. Date signed by the Purchaser

CONTRACT SCHEDULE OF SUPPLIES AND SERVICES



IFB-CO-115838-ORS

**PROVISION OF DOMESTIC AND INTERNATIONAL
OFFICE RELOCATION SERVICES**

Bidding Sheets Instructions

INTRODUCTION & IMPORTANT NOTES	
	<p>Bidders should note that NCIA has recently updated its bidding sheet template and are encouraged to read the instructions in full for this new version before completing the bidding sheets.</p> <p>All bidders are required to submit pricing details to demonstrate that the Purchaser's Pricing Principles are being applied as part of their bids. All data submitted in these sheets shall be complete, verifiable and factual and include the required details. Any exclusions may render the bid as non compliant thus removing the bidder from the bidding process.</p> <p>Partial bidding is allow, which means that Bidders may select countries to provide prices for in the General Matrix. However, as minimum, the seven (7) countries included under the Scenario Financial Evaluation tab (Belgium, France, Germany, Italy, Luxembourg, Netherlands and Portugal) shall be priced. Prices shall also be included under the Transportation matrix.</p> <p>The Firm Fixed Prices of the scenario shall be in Euro. Prices will be used as a reference for future competition within the existing framework contract.</p> <p>Bidders are ONLY REQUIRED to complete the following tabs (coloured coded BLUE) :</p> <ul style="list-style-type: none"> - TAB "General matrix"-->the Bidder shall provided unit prices. This tab will be part of the future SSS. - TAB "Transportation matrix"--> the Bidder shall provided the transportation's prices. This tab will be part of the future SSS. <p>The following tabs coloured coded in GREEN, are to show a fictional scenario (with fictional quantities) and the price evaluation methodology ONLY. Formulas and quantities are not to be modified:</p> <ul style="list-style-type: none"> - TAB "Offer Summary-CLINs-Scenario" - TAB "Scenario-Financial evaluation" - TAB "Transportation-Financial eval." <p>Note that input cells in the different tabs are colour coded YELLOW. The instructions for the detailed tabs can be found below, as well as in the green boxes within each detailed tab.</p> <p>Note: any information found within GREEN boxes throughout the entire document is provided as an instruction and/or for financial evaluation ONLY.</p> <p>Bids in MULTIPLE CURRENCIES should follow the following instructions:</p> <ul style="list-style-type: none"> - For the "General matrix" tab Bidders must add "Unit Price" column to the right of the current table for each additional currency selecting the individual currencies from the dropdown lists. - For the "Transportation matrix" tab Bidder must create additional sheets per currency other than EURO. <p>Important note: for the CLINs-Scenario (financial evaluation), the prices are to be provided in EURO. For that reason, at least the Bidder shall provide in EURO, under the General matrix tab, the prices for the 7 countries part of the scenario, i.e. Belgium, Netherlands, Luxembourg, France, Germany, Italy and Portugal.</p>
RATES	<p>The G&A/OH/Material handling and any other indirect rates shall be included within the unit prices.</p> <p>The labour rates will include travel and Per Diem cost.</p>

Transportation Matrix

Distance (KM)	Volume (M3)															
	251 - 275	276 - 300	301 - 325	326 - 350	351 - 375	376 - 400	401 - 425	426 - 450	451 - 475	476 - 500	501 - 600	601 - 700	701-800	801 - 900	901 - 1 000	> 1 000
0 - 50	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
51-100	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
101 - 150	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
151-200	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
201 - 300	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
301 - 400	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
401 - 500	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
501 - 600	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
601 - 700	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
701 - 800	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
801 - 900	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
901 - 1 000	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
1 001 - 1 100	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
1 101 - 1 200	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
1 201 - 1 300	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
1 301 - 1 400	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
1 401 - 1 500	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
1 501 - 1 600	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
1 601 - 1 700	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
1 701 - 1 800	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
1 801 - 1 900	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
1 901 - 2 000	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
2 001 - 2 100	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
2 101 - 2 200	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
2 201 - 2 300	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
2 301 - 2 400	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
2 401 - 2 500	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
2 501 - 2 600	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
2 601 - 2 700	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
2 701 - 2 800	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
2 801 - 2 900	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
2 901 - 3 000	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
> 3 001	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-

Information:
This tab "Transportation matrix" will be part of the future SSS.

Bidders shall use columns C-AB to offer their prices in EUR (yellow cells). Note: Price shall be a price per m3, regardless of distance within a band.

While there is no minimum no maximum commitment under this contract, NCIA anticipates that multiple move activities (of smaller, equivalent or larger scale) will take place throughout the contract execution.

Offer-Summary- CLINs Scenario

For multiple currencies, duplicate the "Firm Fixed Price" column for each currency

CLIN Number	CLIN DESCRIPTION	Firm Fixed Price
	Declare Currency =>	Euro (EUR)
Grand Total Firm Fixed Price - Scenario (for evaluation purpose only)		-
CLIN 1	CLIN 1 (BASE-EVALUATED) - Labour	-
CLIN 2	CLIN 2 (BASE-EVALUATED) - Transportation (see separate tab "Transportation -Financial eval.")	-
CLIN 3	CLIN 3 (BASE-EVALUATED) - Storage, temporary external	-
CLIN 4	CLIN 4 (BASE-EVALUATED) - Material	-
CLIN 5	CLIN 5 (BASE-EVALUATED) - Insurance	-
Total Firm Fixed Price - Scenario		-

Offer Summary Instructions:
The scenario proposed is for bid evaluation purpose ONLY.
Bidders are to populate all **yellow cells**. Firm fixed prices need to be provided for every CLIN, with no omissions.

Scenario-Financial Evaluation

IFB-CO-115838-ORS CLIN Summary Schedule of Supplies and Services							WEIGHT FACTORS							TOTAL PRICE	Optional Comments (Mandatory for zero costs lines)
BASE CONTRACT							80%				20%				
CLIN	Description	SOW Reference	Delivery Form	Unit of measure	Quantity (for evaluation ONLY)	Declare Currency ->	Belgium	Netherlands	Luxembourg	France	Germany	Italy	Portugal		
							Euro (EUR)	Euro (EUR)	Euro (EUR)	Euro (EUR)	Euro (EUR)	Euro (EUR)	Euro (EUR)		
1.2.6	Handyman	SOW - 10	Service	Hour	200		-	-	-	-	-	-	-	-	
1.2.7	Inventory clerk	SOW - Annex 1 - #8	Service	Hour	200		-	-	-	-	-	-	-	-	
1.2.8	Overtime, during working days outside core hours	SOW -13	Service	Hour	40		-	-	-	-	-	-	-	-	
1.2.9	Overtime, during Saturdays	SOW -14.1.3	Service	Hour	40		-	-	-	-	-	-	-	-	
1.2.10	Overtime, during Sundays or Public holidays	SOW -14.1.4	Service	Hour	40		-	-	-	-	-	-	-	-	
TOTAL PRICE CLIN 1															
2	CLIN 2 (BASE-EVALUATED) - Transportation (see separate tab "Transportation -Financial eval.")														
TOTAL PRICE CLIN 2															
3	CLIN 3 (BASE-EVALUATED) - Storage, temporary external														
3.1	20 ft container	SOW -7.2	Service	Each	2		-	-	-	-	-	-	-	-	
3.2	Delivery, (De)Installation, Removal (20ft)	SOW -7.2.18	Service	Day	10		-	-	-	-	-	-	-	-	
3.3	40 ft container	SOW -7.2	Service	Each	1		-	-	-	-	-	-	-	-	
3.4	Delivery, (De)Installation, Removal (40ft)	SOW -7.2.18	Service	Day	5		-	-	-	-	-	-	-	-	
3.5	Commercial storage	SOW -8	Service	Day	30		-	-	-	-	-	-	-	-	
TOTAL PRICE CLIN 3															
4	CLIN 4 (BASE-EVALUATED) - Material														
4.1	Cardboard boxes / crates ~ 0.04 m3	SOW -17.3.1	Item	Each	250		-	-	-	-	-	-	-	-	
4.2	Special Crating in wood, ~ 0.5m3	SOW -17.3.1	Item	Each	100		-	-	-	-	-	-	-	-	
4.3	Bubble wrapping (100 cm x 100 cm)	SOW -17.3.1	Item	Each	100		-	-	-	-	-	-	-	-	
4.4	IT enterprise packaging	SOW -17.4	Service	Surcharge as % of packaging price paid	25,000		0%	0%	0%	0%	0%	0%	0%	-	
4.5	Move vehicle, small with liftgate (15 x 25m3)	SOW -17.4.2	Service	Day	10		-	-	-	-	-	-	-	-	
4.6	Move vehicle, medium with liftgate (26 x 35m3)	SOW -17.4.2	Service	Day	10		-	-	-	-	-	-	-	-	
4.7	Move vehicle, large with liftgate (36 x 45m3)	SOW -17.4.2	Service	Day	10		-	-	-	-	-	-	-	-	
4.8	Move vehicle, extra large (z 46m3)	SOW -17.4.2	Service	Day	10		-	-	-	-	-	-	-	-	
4.9	Forklift (1.5 tons)	SOW -17.4.4	Service	Day	10		-	-	-	-	-	-	-	-	
4.10	Lift, small (1st - 3rd floor)	SOW -17.4.5	Service	Day	10		-	-	-	-	-	-	-	-	
4.11	Lift, medium (1st - 7th floor)	SOW -17.4.5	Service	Day	10		-	-	-	-	-	-	-	-	
TOTAL PRICE CLIN 4															
5	CLIN 5 (BASE-EVALUATED) - Insurance														
5.1	All-risk insurance, actual value	SOW -6.3.5.2	Service	% of declared value	€ 400,000		0%	0%	0%	0%	0%	0%	0%	-	
5.2	All-risk insurance, replacement value	SOW -6.3.4.2	Service	% of declared value	€ 50,000		0%	0%	0%	0%	0%	0%	0%	-	
TOTAL PRICE CLIN 5															
TOTAL FFP-BASE CONTRACT															

Bidders are to populate all **yellow cells**. Firm Fixed Prices need to be provided for every CLIN, with no omissions.
If Bidder decides to keep any CLIN at zero costs the reason for it has to be explained in the corresponding Comments field.
The unit prices will include any indirect rate such as fringe, overhead and G&A.
The labour rates will include travel and Per Diem cost.

*Note: Any formulas existing in the cells are provided only for financial evaluation purpose.
The contractor shall not alter any of the formulas.*

Transportation- Financial Evaluation

Distance (KM)	INFORMATION FOR PRICE EVALUATION					
	Weighting factors			Calculations		
	1 - 150	151-300	301 - >1.000	1 - 150	151-300	301 - >1.000
0 - 50						
51-100						
101 - 150	30%	8%	8%	0.00	0.00	0.00
151-200						
201 - 300						
301 - 400						
401 - 500						
501 - 600						
601 - 700						
701 - 800						
801 - 900						
901 - 1 000						
1 001 - 1 100						
1 101 - 1 200	10%	2%	2%	0.00	0.00	0.00
1 201 - 1 300						
1 301 - 1 400						
1 401 - 1 500						
1 501 - 1 600						
1 601 - 1 700						
1 701 - 1 800						
1 801 - 1 900						
1 901 - 2 000						
2 001 - 2 100						
2 101 - 2 200						
2 201 - 2 300						
2 301 - 2 400						
2 401 - 2 500	10%	8%	8%	0.00	0.00	0.00
2 501 - 2 600						
2 601 - 2 700						
2 701 - 2 800						
2 801 - 2 900						
2 901 - 3 000	10%	2%	2%	0.00	0.00	0.00
> 3 001						
	100%					
	TOTAL WEIGHTED TRANSPORTATION PRICE (for price evaluation purpose ONLY)				-	

This table is provided for information purposes only.
It shows the price evaluation methodology.

While there is no minimum no maximum commitment under this contract, NCIA anticipates that multiple move activities (of smaller, equivalent or larger scale) will take place throughout the contract execution.

CONTRACT SPECIAL PROVISIONS



IFB-CO-115838-ORS

**PROVISION OF DOMESTIC AND INTERNATIONAL
OFFICE RELOCATION SERVICES**

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ANNEX A: NCI AGENCY NON-DISCLOSURE DECLARATION 31

1. INTERPRETATION, DEFINITIONS, AND ACRONYMS

- 1.1 This Clause supplements Clause 2 (Definitions of Terms and Acronyms) of the NATO Communications and Information Agency (NCI Agency) Contract General Provisions.
- 1.2 As used throughout this Contract, the following terms shall have the meanings specified below unless otherwise specified in the Contract:
- 1.3 **“Affiliate”**: Any of the current and future entities within the civilian or military structures of the North Atlantic Treaty Organization which are under the control of the North Atlantic Council, including without limitations the military commands and the agencies. The list of existing affiliates is available at <http://www.nato.int/cps/en/natolive/structure.htm>
- 1.4 **“Claim”**: A written demand or written assertion by one of the contracting parties seeking, as a matter of right, the payment of money in a sum certain, the adjustment or interpretation of contract terms, or other relief arising under or relating to the Contract. A voucher, and invoice or other routine request for payment that is not in dispute when submitted is not a Claim.
- 1.5 **“Compliance”**: strict conformity to the requirements and standards of the Contract.
- 1.6 **“Contract Effective Date”**: The Contract Effective Date shall be the date of last signature by the Parties as specified in the Signature Page of the Contract.
- 1.7 **“Contractor”**: The term Contractor is used to mean the individual, partnership, corporation, or other entity which is a party to this Contract and who is responsible for all actions and applicable regulations and performance there under.
- 1.8 **“Days”**: calendar days;
- 1.9 **“Delay”**: The period of time by which the performance of the Contract is delayed by reference to required delivery dates established in the Contract.
- 1.10 **“Deliverables”**: the items, features or services to be delivered by the Contractor at a Milestone Date or at any other stage during the performance of this Contract as listed in the Schedule of Supplies and Services (SSS) and as more particularly described in the Statement of Work (SOW), the Technical Solution or any other relevant Contract document;
- 1.11 **“General Terms and Conditions”**: The NCI Agency General Terms and Conditions, Version dated 16 October 2014.
- 1.12 **“Purchaser”**: The Purchaser is defined as the current NCI Agency (herein as the “Agency”) or its legal successor.
- 1.13 **“Purchaser’s Data”**: Any data provided by the Agency (including its subcontractor, employees, agents and representatives) to the Contractor, in whatever format and through whatever means, for or as a result of the performance of the Contract. This includes but is not limited to unclassified or

classified data, statistics, and master data.

2. ALTERATIONS, MODIFICATIONS AND DELETIONS OF THE NCI AGENCY CONTRACT GENERAL PROVISIONS

- 2.1 For the purposes of this Contract, the Contract General Provisions are modified, supplemented, or replaced as follows:
- 2.2 CLAUSE 1 (Interpretation, Definitions and Acronyms) supplements Article 2 (Definitions of Terms and Acronyms) of the Contract General Provisions (CGP).
- 2.3 CLAUSE 3 (Order of Precedence) replaces Article 1 (Order of Precedence) of the CGP.
- 2.4 CLAUSE 6 (Contract Type) replaces Article 7 (Firm Fixed Price Contract) of the CGP.
- 2.5 CLAUSE 13 (Invoice and Payment) supplements and replaces Article 25 (Invoices and Payment) of the CGP.
- 2.6 CLAUSE 37 (Security) supplements Article 11 (Security) of the CGP.

3. ORDER OF PRECEDENCE

- 3.1 This Clause replaces Article 1 (Order of Precedence) of the Contract General
- 3.2 “In the event of any inconsistency in language, terms or conditions of the various parts of this Contract, precedence will be given in the following order:
 - The Contract Signature Page (Basic plus any Amendment) Schedule of Supplies and Services (SSS)
 - Contract Special Provisions (CSP)
 - Contract General Provisions (CGP)
 - Statement of Work (SOW)
 - The Contractor’s proposal (Technical Proposal and Price Quotation) dated TBD and any clarifications thereto, incorporated herein by reference.

4. SCOPE OF WORK

- 4.1 This Statement of Work (hereafter referred to as “SoW”) provides for domestic and international office relocation services. Office relocations could start or end anywhere in NATO Member Nations and occur both across different NATO compounds (moves from one site to another) and within NATO compounds (intra-site moves).
- 4.2 NATO RESTRICTED (hereafter referred to as “NR”) shall be the highest security classification to be handled within the scope of this contract. Any asset, documentation or item of any nature with higher classification than NR will be handled directly by the Purchaser through appropriate channels and are out of the scope of this SoW.
- 4.3 The Contractor shall be required to provide cost effective, low risk, safe and secure physical move of office goods and assets entrusted to him. The physical move is to be completed in the given and agreed timeframe and shall minimize the

inconvenience and disruption to all parties.

- 4.4 The Contractor is required to offer a high level of flexibility to adapt to possible late changes to the move sequence and short notice for activity execution and/or rescheduling. He shall prepare contingency plans wherever deemed appropriate and factor in peak periods during which workload is going to increase significantly.
- 4.5 The Purchaser, shall have the right to engage the services of other commercial or governmental bodies to perform any of its move required defined hereunder.

5. CONTRACTOR'S DUE DILIGENCE OBLIGATIONS AND REPRESENTATIONS

5.1 The Contractor represents that it:

- 5.1.1 Has made and must make its own enquiries to satisfy itself as to the accuracy and adequacy of any information supplied to it by or on behalf of the Agency;
- 5.1.2 Has raised all relevant due diligence questions with the Agency before entering into this Contract; and
- 5.1.3 Has entered into this Contract in reliance on its own due diligence alone.
- 5.1.4 The Contractor shall be in compliance with the applicable requirements of this clause at least 30 days before the date on which performance of the contract shall commence under the terms specified.

5.2 The Contractor represents that:

- 5.2.1 It has been provided with all documentation and specifications of the Agency's operations and supporting infrastructure affecting office move services needed for the performance of the Contract and to determine if there are any aspects that are not suitable for the provision of the services specified in this Contract.
- 5.2.2 That it has inspected the stated documentation and specifications thoroughly;
- 5.2.3 That it has advised the Agency of any aspect of the Agency's operations and supporting infrastructure that is not suitable for the provision of any of the services specified in this Contract, or of the specific actions to remedy those unsuitable aspects together with a timetable for and costs of those actions, and all such information has been specified in the Contractor's implementation plan included in the Contractor's Proposal.
- 5.2.4 If the Contractor has either failed to verify the suitability of the Agency's operations and supporting infrastructure or failed to notify the Agency of any required remedial actions in accordance with paragraph 5.2.1 above, then the Contractor will not be entitled to recover any additional costs or charges from the Agency relating any unsuitable aspects of the Agency's operations and supporting infrastructure except in respect of any latent defects.

- 5.2.5 The onus will be on the Contractor to prove to the Agency that any additional work or remedial actions are required in respect of a latent defect and that the additional costs and charges are necessary, fair, and reasonable. The Agency must not incur such additional costs or charges without obtaining the Agency's prior written consent expressed through a purchase order issued under the terms of this Contract or a formal contract modification.

6. CONTRACT TYPE & STRUCTURE

- 6.1 This Contract is a Firm Fixed Price Framework Agreement subject to Economic Price Adjustment (EPA) for domestic and international relocation services. From the Effective Date of Contract (EDC) to the end of year one (1), the contract shall be Firm Fixed Price (FFP). From Year two (2) until the end of the contract period of performance, the contract type becomes Fixed Priced with Economic Price Adjustment (FP-EPA), where price variation shall be applied. The Contract grants the Contractor the right to operate and exploit the office relocation areas granted under this Contract as mentioned in Section 3 of the Statement of Work. The majority of the office relocations shall take place across or within the following seven (7) countries: Belgium, France, Germany, Italy, Luxembourg, Portugal, and Netherlands, but relocations could occur in any NATO Member Nation as listed below in 6.2.
- 6.2 Current NATO Member nations: any of the NATO nations, namely, (in alphabetical order): ALBANIA, BELGIUM, BULGARIA, CANADA, CROATIA, CZECH REPUBLIC, DENMARK, ESTONIA, FINLAND, FRANCE, GERMANY, GREECE, HUNGARY, ICELAND, ITALY, LATVIA, LITHUANIA, LUXEMBOURG, MONTENEGRO, THE NETHERLANDS, NORTH MACEDONIA, NORWAY, POLAND, PORTUGAL, ROMANIA, SLOVAKIA, SLOVENIA, SPAIN, REPUBLIC OF TÜRKIYE, THE UNITED KINGDOM and THE UNITED STATES.
- 6.3 The Purchaser shall issue Purchase Orders based on the required services for individual locations. The supplies or performance of services required shall reflect the realistic monetary limitation for each line of the SSS/CLIN or for the total costs found in the Schedule of Supplies and Services.
- 6.4 The below NATO Organizations, Agencies and Commands are designated GPSS user entities (non-exhaustive list):
- 6.4.1 NATO Support and Procurement Agency (NSPA)
 - NSPA Headquarters – Capellen, Luxembourg
 - NSPA deployed office at the NATO Airborne Early Warning & Control Force (NAEW&CF) – Geilenkirchen, Germany
 - NSPA Central Europe Pipeline System (CEPS) – Versailles, France
 - NSPA Southern Operational Center (SOC) – Taranto, Italy
 - NSPA NATO Airlift Management (NAM) – Pàpa, Hungary
 - 6.4.2 NATO Headquarters (NATO HQ)
 - NATO HQ International Staff – Brussels, Belgium
 - NATO HQ International Military Staff – Brussels, Belgium
 - 6.4.3 NATO Communications and Information Agency (NCI Agency)

- NCI Agency Headquarters – Brussels, Belgium
- NCI Agency Mons – Mons, Belgium
- NCI Agency Braine L'Alleud, Belgium
- NCI Agency The Hague – The Hague, The Netherlands
- NCI Agency Academy – Oeiras, Portugal
- NCI Agency CIS Sustainment Support Centre (CSSC) – Brunssum, The Netherlands
- Other NCI Agency CIS Support Units in various NATO Countries.

6.5 Any purchase order issued during the effective period of this Contract and not completed within that period shall be completed by the Contractor within the time specified in the purchase order. The Contract shall govern the Contractor's and Agency's rights and obligations with respect to that purchase order to the same extent as if the purchase order was completed during the Contract's effective period provided that the Contractor shall not be required to make any deliveries after the effective period of the Contract.

6.6 The Purchaser's sole obligation under this contract is limited to the issuance of the first Order activating the Contract, of which there is no minimum value threshold.

6.7 Standard Price Adjustment Clause

6.7.1 Economic Price Adjustment

- a. The price of this contract is subject (upwards or downwards) to adjustment within the limits defined herein:
 - i. The Schedule of Supplies and Services (SSS) prices awarded at EDC are FFP through calendar year 2023, and therefore shall not be subject to EPA during that time.
 - ii. At the beginning of calendar year 2024 and on an annual basis each subsequent year, if a variation occurs in the cost of labour and/or materials forming part of the contract, then the SSS prices shall be adjusted (upwards or downwards), in accordance with the formula in paragraph [c] below.
 - iii. The revision shall be based on the evolution of the Labour Cost Index and the Material (Producer Price) index, with the reference index to be defined at Contract Award (see paragraph [2.c.vii]).
- b. The labour (L) and material (M) allocations and the portion of the contract price subject to price adjustment have been established, they remain fixed through the life of the contract and shall not be modified except in the event of significant changes to the scope of the contract.
- c. **Economic Price Adjustment Formula**
 - i. The initial price adjustment for calendar year 2024 will use the following formula:

$$P = P_o*(0.2 + (0.4*(L/L_o)) + (0.4*(M/M_o)))$$

In which

P	Revised SSS prices applicable after EPA
P _o	SSS prices at EDC
L	Labour index value published for Q4 2023 or the most recent available
L _o	Basic index for Labour value at EDC
M	Material (Producer Price) index published for Q4 2023 or the most recent available
M _o	Basic index for Material (Producer Price) value at EDC

- ii. Price adjustments from calendar year 2025 and later will use the following formula:

$$P = P_o*(0.2 + (0.4*(L_n/L_{n-1})) + (0.4*(M_n/M_{n-1})))$$

In which

P	Revised SSS prices applicable after EPA
P _o	Current SSS prices
L _n	Labour index value published for Q4 of the year prior to the calendar year subject to adjustment or the most recent available
L _{n-1}	Basic index for Labour published 1 year prior to L _n
M _n	Material (Producer Price) index published for Q4 of the year prior to the calendar year subject to adjustment or the most recent available
M _{n-1}	Basic index for Material (Producer Price) published 1 year prior to M _n

iii. **Indices**

Labour (P & P_o)

Unit labour costs and labour productivity, total economy

Subject – Unit Labour Costs

Measure – Index, seasonally adjusted

Example for reference (final index to be defined at Contract Award):

https://stats.oecd.org/viewhtml.aspx?datasetcode=ULC_EEQ&lang=en

Material (M & M_o)

Producer Prices (PPI)

Subject – Economic activities

Measure – Index

Example for reference (final index to be defined at Contract Award):

https://stats.oecd.org/viewhtml.aspx?datasetcode=MEI_PRICES_PPI&lang=en

- iv. The Contractor shall calculate the price adjustment and present in writing the calculation and revised prices for the subsequent year for approval.
- v. Upon approval of the Purchaser, the adjusted prices shall be formalised through an Amendment to the Contract.
- vi. The index applicable to the revision formula shall be the one from the country where the task is performed.
- vii. Final indices will be defined at contract award.

7. CONTRACT TERM

- 7.1 The Term of the Contract, unless terminated at an earlier date in accordance with other terms and conditions of the Contract or extended by virtue of a formal Contract amendment, shall be as follows:
- Basic Period: The Effective Date of Contract (EDC) until December 31st, 2023, plus five (5x) one (1) yearly option.

8. OPTIONS

- 8.1 Options, if included, are available for unilateral exercise by the Purchaser at any time and in any combination from Effective Date of Contract until the period of validity indicated in the Contract Schedule of Supplies and Services.
- 8.2 The Contractor understands that there are no obligations under this Contract for the Purchaser to exercise any of the Options and that the Purchaser bears no liability should it decide not to exercise them (either totally or partially).
- 8.3 Further, the Purchaser reserves the right to order another Contractor (or the same), to perform the tasks described in the Options of the current Contract through a new Contract with other conditions.
- 8.4 If an option is exercised, the Contractor will have a minimum period of one month between notification and the required Performance Start Date (PSD).
- 8.5 Any Contract option shall be exercised by written amendment to the Contract.

9. ORDERING

- 9.1 Purchase Orders will be issued in writing by the Purchaser and signed by the Purchaser's Contracting Authority. Purchase Orders are instruments to initiate Contractor activities and obligate funding to the Contract.
- 9.2 Purchase Orders will contain the following information:
- 9.2.1 Purchase Order number
 - 9.2.2 Effective Date and Schedule of Services
 - 9.2.3 Description of Services
 - 9.2.4 Place of Performance or Delivery
 - 9.2.5 Points of Contact
 - 9.2.6 Total Monetary Value of the Purchase Order
 - 9.2.7 Signature of Purchaser Contracting Authority
- 9.3 Purchase Orders may only be issued within the duration of the Contract pursuant to paragraph ARTICLE 7 (Contract Term).
- 9.4 All purchase orders will be subject to the terms and conditions of this Contract. Purchase orders may include additional terms and conditions to supplement or refine the basic terms of the Contract and reflect particular circumstances for the execution of Services such as particular timescales, additional security or availability needs, particular invoicing arrangements and payment profiles, incidental charges and other specific

requirements. This does not mean that the terms of the Contract may be renegotiated, or that the specification used in setting up the Contract can be substantively changed. Substantive modifications to the terms or scope set out in the Contract itself are not permitted. In the event of conflict between a purchase order and this Contract, this Contract shall control.

10. ORDERS FROM ANOTHER NATO BODY

- 10.1 The individual(s) specified below have authority to procure services under this framework contract: TBD
- 10.2 The NATO Body's Representative(s) stated above has no authority to change the terms and conditions of the Framework Contract.
- 10.3 The NATO Body's Representative issuing the specific Purchase Orders against the Framework Contract is responsible for addressing all contractual and day-to-day activities with the Contractor in relation to the execution of the PO against the Framework Contract terms and conditions (supplemented by any specific Terms and Conditions related to the specific PO), but there shall be no limited to payment of invoices, processing of claims, etc.....
- 10.4 The Purchaser shall not be held liable for any issue related to or arising from the specific PO issued by the NATO Body.

11. CONTRACTOR'S RISKS AND THE AGENCY'S INTERFERENCE

- 11.1 The Contractor shall bear all financial and business risks associated with the operation of the services specified in this Contract. Financial compensation for the services provided by the Contractor is ensured by proceeds obtained from the end users, all risks linked to exploitation being the responsibility of the Contractor. The Agency will not accept any liability for any loss of income or reduction in business volume associated with the Contractor's operations unless otherwise specified in this clause.
- 11.2 No claim under this clause shall be allowed for any decrease in income resulting from restricted access of the end users to any of the removal areas as a result of the enforcement of the Agency's security regulations on-site.
- 11.3 In cases where the Purchaser is prohibited by a Hosting Unit to change, reduce or cancel an order due to any possible contingency), no claim under this clause shall be allowed for any decrease (or cancellation) in income caused by any NATO or National Hosting Unit, which would not allow the full or partial delivery of the contracted activities due to unplanned contingencies.
- 11.4 Claims under this clause must be submitted in writing to the Contracting Officer not later than ninety (90) calendar days from the date the Contractor knew or should have reasonably known the causes of the delay or interruption. Untimely claims will be dismissed.
- 11.5 Claims under this clause must be submitted in writing to the Contracting Officer not later than ninety (90) calendar days from the date the Contractor knew or shall have reasonably known the causes of the delay or interruption. Untimely claims will be dismissed.

12. CONTRACTOR'S OBLIGATIONS

12.1 The Contractor shall furnish adequate supervision, labour, materials, supplies and equipment necessary to perform all services required under the contract. All work shall be conducted in an orderly, timely, and efficient manner.

12.2 The Contractor shall:

12.2.1 Permits and License Fees. At the Contractor's expense, it shall obtain all permits, give all necessary notices; pay all license fees; and comply with all municipal, prefectural, and national laws, rules, ordinances, and regulations, and any publication published by the local authorities relating to public health or applicable to the business carried on under this agreement and assume complete and sole liability for all national, state, and local applicable taxes.

12.2.2 Laws. Comply with all applicable laws pertaining to wages, worker's compensation, and so forth, as required by law and regulation.

12.2.3 Agency's Instructions. Comply with all memoranda, bulletins, and letters of instruction issued to the Contractor by the Agency.

12.2.4 Personnel. Employ only persons who meet the professional and health standards prescribed by law or regulations, which pertain to the jobs for which they are hired. The Contractor's personnel must meet the health, professional, and security standards prescribed by applicable regulations, and must obtain passes, permits and security clearances as applicable. Furnish a sufficient number of trained personnel for the efficient performance of this Contract. The Contractor's personnel must be neatly dressed and meticulous in their personal grooming at all times. The Contractor's personnel must give prompt and courteous treatment to authorized customers. The Contractor provides its personnel with clean uniforms or, when uniforms are not required, ensures that all clothing worn by its personnel is clean and in good condition at all times. Remove from employment if the conduct of such person, while in and about the premises covered by this contract interferes with proper services or discipline.

12.3 The Contractor will not:

12.3.1 Represent or permit itself to be represented to the public as an agent or employee of the Agency by the use of the name of the Agency on letters, bills, signs, or by any other means. The Contractor, its agents, and employees, are in no sense agents of the Agency or of any other entity having to do with the operations of the Agency.

12.3.2 Sell or remove any property which is owned by the Agency and is used in the operation of the contract.

12.3.3 Give or offer to any officer or employee of the Agency any gift, privilege, special benefit, discount, or anything else of material or personal nature whereby the individual or employee would receive preferential treatment.

13. INVOICING AND PAYMENT

For Purchase Orders

13.1. Each invoice shall include:

- 13.1.1. the Purchase Order number;
- 13.1.2. the following statement: *"This invoice is certified as true and correct, and the delivery of the above described items has been duly carried out and the payment therefore has not been received."*;
- 13.1.3. currency of the Purchase Order
- 13.1.4. description of 'Hardware'/'Services'/'Software/Licence';
- 13.1.5. quantities;
- 13.1.6. the unit, extended, and total prices;
- 13.1.7. Contractor's bank name, address, and account number;
- 13.1.8. VAT identification number; and
- 13.1.9. the appropriate VAT information as required by Clause 9 of the Core Terms and Conditions (Taxes and Duties).

13.2. Any fees charged by a bank in the receiving of an international payment for a Contractor, shall be borne solely by the Contractor and shall not be reflected on invoices nor charged to the Purchaser.

13.3. Payment Terms: NET45 after receipt and acceptance by the Purchaser of a valid invoice. Payment shall be made electronically. A valid invoice is in accordance with Clause 13.1 above.

14. CONTRACT ADMINISTRATION

14.1. The Purchaser is the NATO Communications and Information Agency (NCI Agency). The Purchaser is the Point of Contact for all Contractual and Program issues.

14.2. The Contractor shall accept Contract modifications only in writing from the Purchaser's Contracting Authority.

14.3. The Purchaser reserves the right to re-assign this Contract to a representative for administrative purposes, in whole or in part, provided that the Purchaser shall always be responsible for its obligations under the Contract and for actions or lack of actions of its assigned administrator. The Purchaser undertakes to advise the Contractor in writing whenever this right is to be exercised.

14.4. All notices and communications between the Contractor and the Purchaser shall be written in English and may be personally delivered, mailed, or emailed at the following address:

14.4.1

Contractor:	Name: TBC	
	Attn:	
	E-mail:	
	Telephone:	
	Address:	

14.4.2

NCI Agency:	Alliance Business Park Place du Luxembourg 1-4
	B-1420 Braine L'Alleud, Belgium
	Attn: Mrs. Kenya Armbrister (Senior Contracting Assistant)
	E-mail: IFB-CO-115838-ORS@ncia.nato.int
	Telephone: TBC

or to such address as the Purchaser may from time to time designate in writing.

- 14.5 All contractual documentation (e.g. change proposals, invoices, etc.) shall be delivered electronically.

15. TECHNICAL DIRECTION

- 15.1 For the direct official control and coordination of requirements, the Purchaser will appoint Transition Managers to lead and coordinate relocation activities. Transition Managers shall contact the GPSS companies and trigger the PR/PO process. The Transition Manager shall have the authority to coordinate, monitor, and control Contractor's performance under this Contract:
- 15.1.1. The Purchaser may designate other staff elements as technical focal points for the execution of specific tasks and who will provide the Contractor with instruction and guidance, within the general scope of work, in performance of their duties and working schedule.
- 15.1.2. Notwithstanding the prescriptions of this Clause, Purchaser's Project Manager do not have the authority to change the terms and conditions of the Contract. The Contracting Authority as mentioned in 14.4.2 above shall be notified in writing as described in Article 16 of the Contract General Provisions.
- 15.2. If the Contractor has reason to believe that the Project Manager is requesting work that is inconsistent with the scope of the Contract, the Contractor shall immediately inform the Purchaser's Contracting Authority for confirmation of the actions. Failure to obtain confirmation that the action of the Project Manager is under the authority of the Contract shall render any subsequent claim null and void.
- 15.3. Upon receipt of such notification above, the Purchaser's Contracting Authority will:
- 15.3.1. confirm the effort requested is within scope, or
- 15.3.2. confirm that the instructions received constitute a change and request a quotation for a modification of scope and/or price, or
- 15.3.3. rescind the instructions.
- ## 16. LANGUAGE OF WORK
- 16.1 All notices and communications between the Contractor and the Purchaser shall be written and conducted in English.
- 16.2 The working language of the Project Team is English and the associated technical documents are printed in English.
- 16.3 Fluent Command of the main language of the location where the work will be executed

is a requirement.

- 16.4 The Contractor's status shall be that of an independent Contractor and it is expressly understood that neither the Contractor (nor its personnel) nor sub-contractors shall be considered in any respect as being employees or agents of the Agency.
- 16.5 In accordance to NATO policies and procedures, all individual (e.g. contractors/sub-contractors, personnel, including freelance consultants, interpreters, or any other type of freelance personnel or self-employed service providers) who require access to, or whose duties or functions may afford access to information classified NATO Confidential (NC) or above, shall be security cleared.
- 16.6 The Personnel provided by the Contractor shall at all times be citizens of a NATO Member Nation, and shall not be considered employees of the Contractor nor the Purchaser. In no case shall Contractor personnel act on behalf or as an agent for NATO or any of its bodies. In no way shall the Contractor personnel claim directly or indirectly to represent NATO in an official capacity or claim themselves to be NATO employees.
- 16.7 RFQ (proof of NATO clearance and visit details for Contractors, is mandatory and shall be sent at least one (1) month prior to the commencement of the contract or in exceptional circumstances, where this timeframe cannot be met, as soon as the information of the contract granted is available.

17. SUBCONTRACTS

- 17.1 If subcontractors are used, the Contractor shall be solely responsible for the administration and performance of, any subcontractor including the terms and conditions which the Contractor deems necessary to meet the requirements of this Contract in full.
- 17.2 Unless otherwise specified in other terms of the Contract, the Contractor is not authorized to place subcontracts outside the NATO Member Nations.
- 17.3 The Contractor must determine that any subcontractor, proposed by the Contractor for the furnishing of products or services which will involve access to classified information in the Contractor's custody, has been granted an appropriate facility security clearance by the subcontractor's national authorities, which is still in effect, prior to being given access to such classified information.
- 17.4 The Contractor shall seek the approval in writing of the Agency prior to the placing of any subcontract if the subcontract was not identified in the Contractor's Proposal.
- 17.5 The Contractor shall submit a copy of any such proposed subcontract when seeking approval from the Contracting Officer, if the total value of the Subcontract exceeds EUR 100,000.00.
- 17.6 The Agency's approval of a proposed subcontract shall in no way relieve the Contractor of its responsibilities to fully achieve the contractual and technical requirements of this Contract.

18. CONTRACTOR'S PERSONNEL

- 18.1 The Contractor shall provide and pay, as required, qualified personnel as needed for the proper performance of the services required under this Contract; it shall strictly comply with all National Labour Laws, tariffs and social security and other regulations applicable to the employment of its personnel.
- 18.2 The Agency shall not be responsible for securing work permits, lodging, leases nor tax declarations, driving permits, etc., with national or local authorities. Contractor's employees, agents, or representatives are not eligible for any diplomatic privileges nor NATO employee benefits.
- 18.3 The Contractor shall inform its employees, agents, and representatives under this contract of the terms of the contract and the conditions of the working environment.

19. DELAYS

- 19.1 This Clause supplements Clause 36 (Purchaser Delay of Work) and Clause 37 (Contractor Notice of Delay) of the NCI Agency Contract General Provisions.
- 19.2 If at any time the Contractor becomes aware that it will not (or is unlikely) to achieve a delivery or performance start date specified in the Contract, the Contractor must immediately notify the Agency of the fact of the Delay and provide a summary of the reasons for it.
- 19.3 The Contractor shall, as soon as practicable, and in any event not later than five (5) days after the initial notification stated in the paragraph above, give the Agency full details in writing of:
- 19.3.1 The detailed reasons for the Delay;
 - 19.3.2 The consequences of the Delay; and
 - 19.3.3 If the Contractor claims that the Delay is due to an Agency's cause, the reason for making that claim.
- 19.4 Whether the Delay is due to the Agency or not, the Contractor shall deploy all additional resources, and take all reasonable steps to eliminate or mitigate the consequences of the Delay.
- 19.5 Where the Contractor considers that the Delay is being caused or contributed to by an Agency's Cause, the Agency will not be liable to compensate the Contractor for Delays unless the Contractor has fulfilled its obligations set out in, and in accordance with, paragraph 19.3 above.
- 19.6 Any disputes about or arising out of Delays shall be resolved through Clause "Disputes" of the NCI Agency Contract General Provisions. Pending the resolution of the dispute both parties shall continue to work to resolve the causes of, and mitigate the effects of, the Delay.

20. DELAYS NOT DUE TO ONE PARTY

- 20.1 This Clause supplements Clause 36 (Purchaser Delay of Work) and Clause 37 (Contractor Notice of Delay) of the NCI Agency Contract General Provisions.

- 20.2 Where a Delay is attributable in part to the Contractor's Default and in part to a Purchaser's Cause, the parties shall negotiate in good faith with a view to agreeing a fair and reasonable apportionment of responsibility for the Delay.
- 20.3 The parties agree that Delay Payments shall be recoverable subject to reductions to reflect the extent to which the Purchaser has contributed to the Delay. If necessary, the parties may escalate the matter in accordance with Clause 41 "Disputes" of the NCI Agency Contract General Provisions.

21. STOP WORK ORDERS

- 21.1 The Agency may, at any time, by written order to the Contractor, require the Contractor to stop all, or any part, of the services called for under this Contract for a period of ninety (90) days after the order to stop is delivered to the Contractor, and for any further period to which the Parties may agree. Any such stop work order shall be specifically identified as a stop work order issued pursuant to this clause (the "Stop Work Order.")
- 21.2 Upon receipt of such a Stop Work Order, the Contractor shall forthwith comply with its terms and take all reasonable steps to minimize costs incurred allocable to the Work covered by the Stop Work Order during the period of work stoppage. Within a period of ninety (90) days after a Stop Work Order is delivered to the Contractor, or within any extension of that period to which the Parties shall have agreed, the Agency shall either:
- 21.2.1 Cancel the Stop Work Order, or
 - 21.2.2 Terminate the services covered by such order as provided in the "Termination for Default" clause of the Contract General Provisions.
- 21.3 If a Stop Work Order issued under this clause is cancelled or the period of the Stop Work Order or any extension thereof expires, the Contractor shall resume work. An equitable adjustment shall be made in the delivery schedule and the Contract shall be modified in writing accordingly, if:
- 21.3.1 The Stop Work Order results in an increase in the time required for, or in the Contractor's cost properly allocable to, the performance of any part of this Contract, and
 - 21.3.2 The Contractor asserts a claim for such adjustment within thirty (30) days after the end of the period of work stoppage; provided that, if the Agency decides the facts justify such action, the Agency may receive and act upon any such claim asserted at any time prior to final payment under this Contract.
 - 21.3.3 If a Stop Work Order is not cancelled and the Work covered by such Stop Work Order is terminated for the convenience of the Agency the reasonable costs resulting from the Stop Work Order shall be allowed in arriving at the termination settlement.

22. TIMEFRAME ASSESSMENT

- 22.1 The Contractor shall perform services under the Contract to meet or exceed specific times agreed by the Agency and Contractor during the Contract Execution.

23. CONTRACT PERFORMANCE REVIEW

- 23.1 The Contractor's overall performance shall be measured against requirements in accordance to NATO processes, and as arranged in the pre-award stage.
- 23.2 If there is a Service Failure or if the Contractor believes that there will be a Service Failure, the Contractor shall:
- 23.2.1 Notify the Agency immediately of the Service Failure or likely Service Failure;
 - 23.2.2 Provide the Agency with a Correction Plan of the action that it will take to rectify the Service Failure or to prevent the Service Failure from taking place or recurring, within fourteen (14) days from the day the Contractor notifies the Agency under Clause 23.2.1 above;
 - 23.2.3 Deploy all additional resources and take all remedial action that is necessary to rectify or to prevent the Service Failure from taking place or recurring; and
 - 23.2.4 Carry out the action plan agreed under Clause 23.2.2 above in accordance with its terms.
- 23.3 The Agency is otherwise entitled to terminate this Contract, and any supplemental contracts or purchase orders issued under the terms of this Contract, for Contractor's Default.

24. CLAIMS

- 24.1 The Contractor shall assert Claims in writing by email. Claims must be specifically identified as such and submitted within:
- 24.1.1 The time specified in the clause under which the Contractor alleges to have a Claim. If no time is specified in the clause under which the Contractor intends to base its Claim, the time limit will be sixty (60) days from the date the Contractor has knowledge or should have had knowledge of the facts on which the Contractor bases its Claim; and
 - 24.1.2 Not later than ninety (90) days after the date of Contract expiration. This will only apply to those Claims for which the Contractor could not have had earlier knowledge and which were not foreseeable.
- 24.2 The Contractor will be foreclosed from its Claim unless the Contractor presents complete documentary evidence, justification, and costs for each and every Claim within ninety (90) days from the date of assertion of each Claim. Claims must be supported by specifically identified evidence (including applicable historical and planned cost and production data from the Contractor's books and records). Opinions, conclusions or judgmental assertions not supported by such evidence will be rejected by the Agency.
- 24.3 An individual breakdown of cost is required for each element of Contractor's Claims at the time of claim submission or for any material revision of the Claim.
- 24.4 The Contractor shall provide the certification specified below when submitting any

Claim:

"I certify that the claim is made in good faith; that the supporting data are accurate and complete to the best of my knowledge and belief; that the amount requested accurately reflects the contract adjustment for which the Contractor believes the Agency is liable; and that I am duly authorized to certify the claim on behalf of the Contractor."

- 24.5 Failure to comply with any of the above requirements will result in automatic forfeiture of the Claim. This foreclosure takes effect in all cases and also where, for example, the Claim is based on additional orders, where the facts were known to the Agency, where the Claim is based on defective specifications provided by the Agency, or in case of alleged misrepresentation by the Agency during Contract formation.
- 24.6 No Claim arising under this Contract may be assigned by the Contractor without the Agency's prior approval.
- 24.7 The Contracting Officer will render a decision on any Claim submitted by the Contractor. The decision will be based on an assessment and evaluation of the facts presented by the Parties. For claims under EUR 40,000 or equivalent value in other currency, the Contracting Officer will render such decision within thirty (30) days of receipt of the Claim.
- 24.8 For Claims over EUR 40,000, the Contracting Officer will notify the Contractor of the approximate date on which the decision is expected to be rendered. This date may be extended by the Contracting Officer in order to fully gather and evaluate the facts surrounding a Claim, but the Contracting Officer may not unreasonably extend such an evaluation period. The decision of the Contracting Officer will be conclusive.
- 24.9 The Contractor shall proceed diligently with performance of this Contract, pending final resolution of any request for relief, claim appeal, or action arising under the Contract, and comply with any decision of the Contracting Officer.

25. CONFIDENTIALITY AND NON-DISCLOSURE

- 25.1 For purposes of this clause, "Confidential Information" shall include all information pertaining to any part of this Contract or any program related to this Contract that is not marked "Non-Confidential."
- 25.2 Confidential Information does not include information that is: (a) publicly known at the time of disclosure or subsequently becomes publicly known through no fault of the Contractor; (b) discovered or created by the Contractor before disclosure by the Purchaser; (c) learned by the Contractor through legitimate means other than from the Purchaser or its representatives; or (d) is disclosed by the Contractor with the Purchaser's prior written approval.
- 25.3 Without prejudice to other obligations imposed by NATO Security regulations, the Contractor shall hold and maintain the Confidential Information in strictest confidence for the sole and exclusive benefit of the Purchaser. The Contractor shall carefully restrict access to Confidential Information to employees, subcontractors and third parties as is reasonably required and shall require those persons to sign nondisclosure restrictions at least as protective as those in this Contract.

- 25.4 The Contractor shall not, without prior written approval of the Purchaser, use for the Contractor's own benefit, publish, copy, or otherwise disclose to others, or permit the use by others for their benefit or to the detriment of the Purchaser, any Confidential Information. The Contractor shall return to the Purchaser any and all records, notes, and other written, printed, or tangible materials in its possession pertaining to Confidential Information immediately if the Purchaser requests it in writing.
- 25.5 The provisions of this clause and the associated Contractor's duties shall survive the termination of this Contract and remain in effect until the Purchaser sends the Contractor written notice releasing the Contractor from the obligations imposed by this clause, or for a further period of three (3) years after Contract close-out, whichever occurs first, and without prejudice to other obligations imposed by applicable NATO Security regulations.
- 25.6 The Contractor shall include the substance of the language of this clause in any subcontract/Contract issued for the purpose of the fulfilment of the obligations Contracted under this Contract regardless of the legal nature of the entity subscribing such subcontract.
- 25.7 The Contractor agrees that compliance with the obligations imposed by the terms of this clause is of the essence and that failure to abide to these terms shall constitute sufficient grounds for the termination of the Contract for default.
- 25.8 The Contract shall be required to sign Annex A to these Contract Special Provision: "NCI Agency Non-disclosure declaration."

26. CONFLICT OF INTEREST

- 26.1 A conflict of interest means that because of other activities or relationships with other persons or entities, a Contractor is unable, or potentially unable to render impartial assistance or advice to the Purchaser, or the Contractor's objectivity in performing the Contract work is, or might be otherwise impaired, or the Contractor has an unfair competitive advantage.
- 26.2 Conflict of interest includes situations where the capacity of a Contractor (including the Contractor's executives, directors, consultants, subsidiaries, parent companies or subcontractors) to give impartial, technically sound advice or objective performance is or may be impaired or may otherwise result in a biased work product or performance because of any past, present or planned interest, financial or otherwise in organizations whose interest may substantially affected or be substantially affected by the Contractor's performance under the Contract.
- 26.3 The Contractor is responsible for maintaining and providing up-to-date conflict of interest information to the Contracting Officer. If, after award of this Contract or task order herein, the Contractor discovers a conflict of interest with respect to this Contract which could not reasonably have been known prior to award, or if any additional conflicts or potential conflicts arise after award, the Contractor shall give written notice to the Contracting Officer as set forth below.
- 26.4 If, after award of this Contract herein, the Purchaser discovers a conflict of interest with respect to this Contract or task order, which has not been disclosed by the Contractor, the Purchaser may at its sole discretion request additional information to the Contractor,

impose mitigation measures or terminate the Contract for default in accordance with Clause 39 (Termination for Default) of the Contract General Provisions.

- 26.5 The Contractor's notice called for in Clause 26.2 shall describe the actual, apparent, or potential conflict of interest, the action the Contractor has taken or proposes to take to avoid or mitigate any conflict, and shall set forth any other information which the Contractor believes would be helpful to the Contracting Officer in analysing the situation. Any changes to the Contractor's Conflict of Interest Mitigation Plan, if any is incorporated in the Contract, should be also detailed.
- 26.6 The Contractor has the responsibility of formulating and forwarding a proposed mitigation plan to the Contracting Officer, for review and consideration. This responsibility arises when the Contractor first learns of an actual, apparent, or potential conflict of interest.
- 26.7 If the Purchaser in its discretion determines that the Contractor's actual, apparent, or potential conflict of interest remains, or the measures proposed are insufficient to avoid or mitigate the conflict, the Contracting Officer will direct a course of action to the Contractor designed to avoid, neutralize, or mitigate the conflict of interest.
- 26.8 If the parties fail to reach agreement on a course of action, or if having reached such agreement the Contractor fails to strictly adhere to such agreement during the remaining period of Contract performance, the Contracting Officer has the discretion to terminate the Contract for default or alternatively refrain from exercising any further Option or Work Package under the Contract.
- 26.9 The Contractor's misrepresentation of facts in connection with a conflict of interest reported or a Contractor's failure to disclose a conflict of interest as required shall be a basis for default termination of this Contract.

27. CARE AND DILIGENCE OF PROPERTY

- 27.1 The Contractor shall use reasonable care to avoid damaging building, equipment, vegetation and work site. If the Contractor damages any such buildings, equipment, vegetation or worksite, they shall repair the damage as directed by the Purchaser and at no expenses to the Purchaser. If they fail or refuses to make such repair or replacement, the Contractor shall be liable for the cost thereof, which may be deducted from the Contract price.
- 27.2 The Purchaser shall exercise due care and diligence for Contractor's equipment, tools and materials on site premises.
- 27.3 The Purchaser will not assume any liability except for gross negligence and wilful misconduct except for gross negligence and wilful misconduct on the part of the Purchaser's personnel or agents.
- 27.4 The Contractor shall, at all times, keep the site area, including storage areas used by the Contractor, free from accumulations of waste. On completion of all work the Contractor is to leave the site area and its surroundings in a clean and neat condition.
- 27.5 The Contractor will comply with security, fire and safety regulations, and all applicable health and sanitation regulations and will not make any alterations to any of the Purchaser buildings, equipment, vegetation or worksite, unless specifically authorised by the Agency or directed by the terms of the Contract.

27.6 Unless otherwise provided in this Contract, the Contractor, upon delivery of any Purchaser Furnished Property and Equipment, assumes the risk of, and shall be responsible for, any loss thereof or damage thereof except for reasonable wear and tear, or injury to persons resulting from acts or omissions of the Contractor, its employees, or agents whether or not covered by insurance.

28. AGENCY DATA

28.1 The Contractor shall not delete or remove any proprietary notices contained within or relating to the Agency Data.

28.2 To the extent that Agency Data is held and/or processed by the Contractor, the Contractor shall supply that Agency Data to the Agency as requested by the Agency in CSV format or other suitable non-proprietary format that allows the portability and transfer of data.

28.3 The Contractor shall take responsibility for preserving the integrity of Agency Data and preventing the corruption or loss of Agency Data.

28.4 The Contractor shall perform secure back-ups of all Agency Data and shall ensure that up-to-date back-ups are stored off-site in accordance with the Contractor's Business Continuity and Disaster Recovery Plan. The Contractor shall ensure that such back-ups are available to the Agency at all times upon request and are delivered to the Agency at no less than monthly intervals.

28.5 The Contractor shall ensure that any system on which the Contractor holds any Agency Data, including back-up data, is a secure system that complies with the security requirements specified in the Contract.

29. OPERATIONAL INFORMATION

29.1 For the purposes of this clause, "Operational Information and Material" means any and all information and material, however stored, relating to the activities of the Agency, and the measures employed by the Contractor to support those activities, including, without limiting the generality of the foregoing, the Agency's planned activities, itineraries, agendas, places of work and accommodation, identities of its personnel, and operating procedures, as well as the procedures followed by the Contractor in executing all tasks under this Contract.

29.2 The Contractor, its agents and employees shall take all necessary measures to protect and safeguard all Operational Information and Material. The Contractor shall not use any Operational Information or Material for any purpose other than to fulfil its obligations under this Contract, and shall not disclose any Operational Information or Material to any third party who does not have a legitimate need to know, or without the prior consent of the Agency, as the case may be.

29.3 The Contractor shall take all necessary measures to ensure that all employees or agents who, in order to fulfil the Contractor's obligations under this Contract, are required or may have access to Operational Information or Material, are appropriately cleared before they are granted access to such information and material.

29.4 If the Contractor fails to comply with any of the terms and conditions of this clause, the

Agency may terminate the Contract for default, in whole or in part, and pursue such other remedies as may be permitted by law or this Contract.

- 29.5 The provisions of this clause and the associated Contractor's duties shall survive the termination of this contract and remain in effect until the Agency sends the Contractor written notice releasing the Contractor from the obligations imposed by this clause.

30. WARRANTY

- 30.1 The Contractor warrants that all products authorized for sale will be marketable and sufficient for use intended, and not be "seconds" as the term is usually understood in the trade. As a minimum, they will be equal to products provided by first quality commercial establishments.

- 30.2 The Contractor warrants, represents, and undertakes that there are no actions, suits or proceedings or regulatory investigations pending or, to the Contractor's knowledge threatened against or affecting the Contractor before any court or administrative body or arbitration tribunal that might affect the Contractor's ability to meet and carry out its obligations under this Contract.

- 30.3 The Contractor warrants, represents, and undertakes for the duration of the Contract that:

30.3.1 All personnel involved in the performance of the Contract will be vetted in accordance with and shall meet the standards of good industry practice; and

30.3.2 All services provided to the Agency under this Contract will be performed in a workmanlike manner; and

30.3.3 It has and will continue to hold all necessary (if any) regulatory approvals from the Regulatory Bodies necessary to perform the Contractor's obligations under this Contract.

- 30.4 The Contractor shall take any necessary measure to protect the life and health of persons working or visiting the work area occupied by the Contractor. These measures include compliance with the local health and safety provisions.

31. CONTRACTOR'S PROPOSAL WARRANTIES AND REPRESENTATIONS

- 31.1 The Contractor acknowledges that the certifications and representations provided as part of the Contractor's Proposal as incorporated in this Contract are material representations of fact upon which reliance was placed when making award. If it is later determined that the Contractor knowingly rendered an erroneous certification or representation, the Agency may terminate the Contract for default, in whole or in part, and pursue such other remedies as may be permitted by law or this Contract.

32. INSURANCE

- 32.1 The Contractor shall, at its own expense and without any cost to the Agency, provide and maintain during the entire duration of the contract a minimum amount of insurance required in the Statement of Work and Schedule of Supplies and Services.

- 32.2 The Contractor shall notify the Contracting Officer in writing and before work

commence that required insurances has been obtained. Any cancellation or any material changes adversely affecting the Purchaser shall not be effective in the period in which this contract is performed.

- 32.1.1 Any workmen's compensation and employees' liability insurance required by law; and
- 32.1.2 A suitable third party insurance covering the Agency and its Staff Members, Affiliates, their agents, guests and other staff or being therein to fortuitous title, against any harmful prejudice that might result to people or property because of the Contractor's or its personnel's activities resulting from the Contract; and
- 32.1.3 A global insurance policy covering its occupant liability against property damages (theft, fire, water damage, storm, hail, broken windows, electrical hazards and expert fees) covering amongst others, equipment and furniture belonging both to the Agency and the Contractor; and
- 32.1.4 An insurance covering all non-Agency property and merchandise used by the Contractor in the operation of the Contract against theft, fire, water damage, electrical hazards, flood, and damage or destruction through any other force of nature; or in lieu thereof, shall agree to relieve the Agency from any liability arising from such theft, loss, damage, or destruction; and
- 32.1.5 Any other type of insurance required by NATO Member Countries.
 - 32.1.5.1 Insurance policies will be submitted to the Contracting Officer for verification of adequacy. The Contracting Officer reserves the right, at any time, to request and obtain from the Contractor that it increases the amount of coverage under insurance contracts mentioned above, without that Agency can be held liable for the related cost.

33. ACCESSORIAL SERVICES

- 33.1 Packing and/or crating and padding. The Contractor shall and in accordance to the Statement or Work:
 - 33.1.1 Perform all of the packing/or crating and padding necessary for the protecting of the goods to be transported; including providing and placing adhesive labels for all boxes and crates to be moved;
 - 33.1.2 Furnish packing containers, including, but not limited to barrels ,boxes and cartons; all crating materials; including labels and padding materials and equipment;
 - 33.1.3 Furnish or cause to be furnished, when necessary, padding or other protective materials for the interior of the buildings, including elevators, from, and to which the property will be moved under this contract; and
 - 33.1.4 Ensure that all containers and materials are clean and of sufficient for protection of the good.

- 33.2 Unpacking and/or uncarting and placement of property. The Contractor shall unpack and/or uncrate and disassembly and/or assembling all property that was packed and/or crated for movement under this contract. The Contractor shall also place the property in the new location as instructed by the Purchaser or authorized representative, and shall remove all general packing and waste materials from both sites on completion and as requested by the Purchaser.
- 33.3 All packages, boxes, crates shall be clearly identified with departure and destination locations as described in Annex I, Task #14 of the SoW.

34. TERMINATION OBLIGATIONS

- 34.1 Upon termination of the Contract whether at the expiry of its term, or at earlier termination, the Contractor shall promptly settle its account with the Agency, including payment in full of all amounts due. If the Contractor is indebted to the Agency and fails to comply with prompt settlement of its account, the Contractor authorizes and empowers the Contracting Officer to take possession of the Contractor's property and dispose of same by public sale without notice, and out of the proceeds of sale, satisfy all costs and indebtedness to the Agency.
- 34.2 The Contractor will yield up the facilities and promptly remove all Contractor's furnished property (trade fixtures, tools and equipment of the trade, and supplies) and clean and leave premises in as good order and condition as when received (damage due to force majeure, and ordinary wear and tear excepted). On failure to remove the Contractor's property, the Contracting Officer may cause Contractor's property to be removed and stored in a warehouse at the Contractor's expense.
- 34.3 The Contractor shall surrender to the Agency all installation passes, keys, decals, and so forth, and complete satisfactory settlement of all customer complaints and claims.
- 34.4 Each party will return to the other party all Confidential Information of the other party and will certify that it does not retain the other party's Confidential Information save to the extent (and for the limited period) that such information needs to be retained by the party in question for the purposes of providing or receiving any Services or Termination Services.
- 34.5 Except where this Contract provides otherwise, all licences, leases and authorisations granted by the Agency to the Contractor in relation to the Services shall be terminated with effect from the end of the Termination Period.

35. PARTICIPATING COUNTRIES

- 35.1 None of the services performed under this contract, including project design, labour and services shall be performed by firms other than from and within NATO Member Nations.
- 35.2 No materials or items of equipment to be provided under the Contract, down to and including identifiable sub-assemblies, will be manufactured or assembled by a firm other than from and within a NATO Participating Country.
- 35.3 The Contractor warrants that, to the best of the Contractor's knowledge and belief, any exceptions to the origin of supplies established in paragraph 38.2 above have been

disclosed as part of the Contractor's proposal as incorporated in this Contract.

- 35.4 The Contractor agrees that if any deviations from the origin of supplies specified in this clause or in the Contractor's proposal is discovered after award, the Contractor will make a full disclosure in writing to the Agency. This disclosure shall include a description of the actions which the Contractor has taken or proposes to take, after consultation with the Agency, to avoid the deviation and any cost and price data that may be reasonably required by the Agency in order to assess any price reductions that the Agency may be entitled to in accordance with the terms of this clause.
- 35.5 Any deviation from the origin of supplies specified in this clause or in the Contractor's proposal must be approved in writing by the Agency. If such a deviation results in a reduction of the costs originally foreseen by the Contractor for the performance of the Contract, the Agency will be entitled to an equitable reduction of the contract price and the Contract will be modified accordingly. In no case a deviation from the origin of supplies specified in this clause or in the Contractor's proposal will result in an increase of contract prices.
- 35.6 If the Contractor was aware of a potential deviation prior to award or discovered an actual or potential deviation after award and did not disclose or misrepresented relevant information to the Agency, the Agency may terminate the Contract for default, in whole or in part, and pursue such other remedies as may be permitted by law or this Contract.

36. APPLICABLE REGULATIONS

- 36.1 The Contractor shall be responsible for obtaining permits or licenses to comply with national codes, laws and regulations or local rules and practices of the country of installation with respect of any works carried out at the designated installation sites stated under this Contract.
- 36.2 The Contractor shall take any necessary measure to protect the life and health of persons working or visiting the work area occupied by the Contractor. These measures include compliance with the country of installation's safety provisions.
- 36.3 In the performance of all work under this contract, it shall be the Contractor's responsibility to ascertain and comply with all applicable Agency security regulations as implemented by the local Agency's Security Officer.

37. SECURITY

- 37.1 The Contractor shall treat any information, equipment, knowledge, documents or other Agency Property issued or communicated to the Contractor in the performance of the Contract as confidential and not divulge it to third parties. The Contractor may only utilise the information contained in the material for the purposes identified in the Contract. The Contractor will continue to be bound by this undertaking after the expiry of the Contract.
- 37.2 The Contractor (and all its members and subcontractors) and all their staff acknowledge that the misuse or improper retention of confidential documents shall render them liable to legal proceedings under the legislation of the NATO member states.
- 37.3 The Contractor, its personnel and subcontractors shall not publicly announce the

activities falling under this Contract without the prior written agreement of the Agency.

37.4 Security Measures for Contractor's and Subcontractor's Personnel:

- 37.4.1 The Contractor shall allow only trustworthy and legal personnel to be involved in the Contract. The use of illegal personnel gives the Agency the right to terminate the Contract immediately without any compensation to the Contractor.
- 37.4.2 Based on the information available to the Agency, the Site Security Officer has the right to refuse members of the Contractor's staff without having to provide a justification. The Contractor shall not hold the Agency liable for the consequences of such a decision.
- 37.4.3 A Certificate of Security Obligation (CSO) is mandatory regardless if there is no physical access to NATO sites. National Laws and Regulations for nationals of four (4) NATO countries, Canada, Denmark, Luxembourg and Turkey, require a Security Clearance to be in place. Where companies employ nationals from those four (4) countries, they should send a RFV through their NSAs for NATO Secret Level.
- 37.4.4 The Contractor accepts responsibility for irregular/illegal behaviour of its staff.
- 37.4.5 Personnel whose presence at the Agency is not accepted or becomes undesirable shall immediately leave the site. The Contractor shall not hold the Agency liable for the consequences of such a decision.

37.5 The SoW contains additional terms and conditions regarding security.

38. CHANGE IN LAW

38.1 The Contractor shall neither be relieved of its obligations to supply the Services in accordance with the terms of this Contract nor be entitled to an increase in Contract prices as the result of:

- 38.1.1 General Change in Law; or
- 38.1.2 Specific Change in Law where the effect of that Specific Change in Law on the services or Contract prices: (i) is known or should have reasonably been known at the effective date of the Contract; or (ii) is covered, in whole or in part, by a contingency mark-up included in the Contract prices or by a price adjustment mechanism specified in the Contract (e.g., changes to statutory salaries as a consequence of the increase in the cost of living or any other type of economic indexation applicable to labour, materials or any other cost element).

38.2 If a Specific Change in Law occurs or will occur during the term of the Contract (other than those referred to in paragraph b) above), the Contractor shall notify the Contracting Officer of the likely effects of that change, including:

- 38.2.1 Whether any change is required to the prices services specified in

the Contract, the Contract prices or any other terms and conditions of the Contract; and

- 38.2.2 Whether any relief from compliance with the Contractor's obligations is required, including any obligation to meet the service levels or Contract requirements at any time.

38.3 As soon as practicable after any notification in accordance with paragraph 38.2 above, the parties shall discuss and agree the matters referred to in that clause and any ways in which the Contractor can mitigate the effect of the Specific Change of Law, including:

- 38.3.1 Providing evidence that the Contractor has minimised any increase in costs or maximised any reduction in costs, including in respect of the costs of its subcontractors;
- 38.3.2 Demonstrating that a foreseeable Specific Change in Law had been taken into account by the Contractor before it occurred;
- 38.3.3 Giving evidence as to how the Specific Change in Law has affected the cost of providing the Services; and
- 38.3.4 Demonstrating that any expenditure that has been avoided, for example which would have been required under the provisions of any agreed services improvement initiative has been taken into account in adjusting the Contract prices.

38.4 Any increase in the Contract prices or relief from the Contractor's obligations agreed by the parties pursuant to paragraph 38.2.1 above shall be implemented through a formal contract modification.

39. INDEMNIFICATION

39.1 The Contractor shall at all times hold harmless the Agency, its agents, representatives and employees from any and all suits, claims, charges and expenses which arise from any acts or omissions of the Contractor, its agents, representatives, employees or subcontractors.

39.2 The Contractor shall indemnify and hold the Agency harmless from any claims for injury to persons or damages to property of the Contractor or others to the extent arising from the Contractor's possession or use of the Agency's furnished property or services.

39.3 This includes but not limited to damage or injury to any person or property occasioned through the use, maintenance, or operations of any vehicle or other equipment by, or the action of, the contractor or the Contractor's employees or subcontractors in performing under this contract.

40. ASSIGNMENT

40.1 The Agency reserves the right to assign this Contract, in whole or in part, to another NATO body, agency or representative within NATO or NATO Nations. In such a case, the Organization shall notify the Contractor in writing.

40.2 The Contractor will not transfer, assign or in any manner convey any of the rights or privileges herein granted without the prior consent of the Agency. Neither the Contract nor the rights herein granted shall be assignable or transferable by any process or proceedings in any court, or by attachment, execution, proceeding in insolvency or bankruptcy either voluntary or involuntary, or receivership proceedings. Any attempted assignment, mortgaging, hypothecation, or encumbering of the contract rights or other violation of the provisions of this Section shall be void and shall confer no rights, title of interest in or to the Contract or right of use of the whole or any parting of the Premises upon any such purported assignee, mortgagee, encumbrance, pledge or other lien holder, successor or purchaser.

41. DISPUTES

- 41.1 Except to the extent to which special provision is made elsewhere in the Contract, all disputes, differences or questions which are not disposed of by agreement between the Parties to the Contract with respect to any matter arising out of or relating to the Contract, other than a matter as to which the decision of the Agency under the Contract is said to be final and conclusive, shall be decided in accordance with the procedure specified in Clause 41 "Disputes" of the NCI Agency Contract General Provisions.
- 41.2 Pending final decision of a dispute, the Contractor shall proceed diligently with the performance of the Contract, unless otherwise instructed by the Contracting Officer.

42. RESPONSIBILITY OF THE CONTRACTOR TO INFORM EMPLOYEES OF WORK ENVIRONMENT

- 42.1 The Contractor shall inform his employees under this Contract of the terms of the Contract and the conditions of the working environment.
- 42.2 Specifically, the Contractor personnel shall be made aware of all risks associated with the performance under this Contract, the conditions of site in which the performance is to take place and living conditions while performing within the boundaries of the Contract.
- 42.3 The selection of adequate personnel shall remain sole responsibility of the Contractor.

43. HEALTH & SAFETY

- 43.1 The Contractor shall comply with any all applicable local laws and regulations, including health and safety regulations.
- 43.2 The Contractor shall provide evidence of a trained workforce and the competence of key staff for the activities, including all the required certifications as per the local laws and regulations. The contractor shall nominate a Health and Safety representative as a point of contact for any Health and Safety matters.
- 43.3 Each week before start of the works and upon arrival at the Purchasers' compound, the Contractor shall contact the Purchaser's site lead first and provide him with a plan for the works that shall be executed the week ahead. Along with the one week ahead plan, the Contractor shall prepare and discuss the updated risk assessment and the proposed mitigations measures to be implemented.

- 43.4 The Contractor shall propose a Risk assessment methodology to assess the associated risks and define the respective acceptability levels and control needs in accordance with applicable legal requirements and prevention of any harm. A template for risk assessment, specifying hazard, potential injuries or damage, mitigation measures taken, number of people at risk, additional mitigation measures, assigned responsibilities, applicable legal and other requirements and colour coding, identifying risk factors, shall be proposed.
- 43.5 Works shall be subject to Purchaser full Health and Safety assessment. The Health and Safety assessment shall result in a list of risk logs and risk mitigations that shall be added to the design/execution plan of the works. The Risk register and the proposed mitigation measures shall be submitted to and approved by the Purchaser Health and Safety Department.
- 43.6 Safety operating procedures (SOP) for all the activities shall be prepared, submitted to and approved by the Purchaser Health and Safety Department.
- 43.7 The Contractor shall demonstrate compliance with the latest ISO 45001 standard requirements.

44. CONTRACT CLOSE-OUT

- 44.1 Contract Closeout occurs after all products and services provided by the Contractor have been accepted by the Purchaser.

45. FORCE MAJEURE

- 45.1 "Force Majeure" means the occurrence of an event or circumstance that prevents a Party (the "**Affected Party**") from performing one or more of its contractual obligations under the Contract, provided that: (i) it renders performance impossible; (ii) it is beyond the Affected Party's reasonable control and without the Affected Party's cause, fault or negligence; (iii) by its nature it could not have been reasonably foreseen at the time of conclusion of the Contract; and (iv) the effects of it could not reasonably have been avoided or overcome by the Affected Party.
- i. Examples of Force Majeure, provided conditions (a)-(d) of paragraph [1] are all fulfilled, include:
 - ii. war (whether declared or not), hostilities, invasion, act of foreign enemies, extensive military mobilization;
 - iii. civil war, riot, rebellion and revolution, usurped power, insurrection, act of terrorism, sabotage or piracy;
 - iv. currency and trade restriction, embargo, sanction;
 - v. act of authority whether lawful or unlawful, compliance with any law or governmental order, expropriation, seizure of works, requisition, nationalization;

- vi. plague, epidemic, natural disaster or extreme natural event;
 - vii. explosion, fire, destruction of equipment, prolonged break-down of transport,telecommunication, information system or energy; and
 - viii. general labor disturbance such as boycott, strike and lock-out, go-slow, occupationof factories and premises.
 - ix. The Affected Party must give the other party to the Contract (the “**Other Party**”) written notice without delay detailing the occurrence and its expected duration. The Other Party shall within a reasonable time respond, stating whether it accepts or rejects the occurrence as Force Majeure.
 - x. If the Other Party accepts the occurrence as Force Majeure, the Contract shall remain inforce but the Parties will be relieved from performance of their obligations (including payment) under Contract, from the date at which the Other Party received written notice,for so long as the effects of Force Majeure continue or for ninety (90) days, whichever isthe shorter, provided that:
 - xi. the Affected Party makes all reasonable efforts to limit the effects of Force Majeureupon performance and to avoid or overcome the effects of Force Majeure;
 - xii. the suspension of performance is of no greater scope than is necessitated by Force Majeure;
 - xiii. the Affected Party continues to furnish weekly updates by email while the effects of Force Majeure continue detailing reasonable efforts made in accordance with [45.1.10],and notifies the Other Party immediately when the effects of Force Majeure are avoided or overcome, or cease, and resumes performance immediately thereafter.
 - xiv. Neither Party shall be in breach of the Contract nor liable for delay in performing, or forfailing to perform, its obligations under the Contract, due to Force Majeure.
- 45.2 Unless otherwise agreed by the Parties, if Force Majeure continues for more than ninety (90) days, the Parties may agree: (a) to a revised delivery schedule at no cost; (b) to a reduction of scope terminating part of the contract at no cost; or (c) to terminate the whole of the Contract at no cost.

ANNEX A: NCI AGENCY NON-DISCLOSURE DECLARATION

We, the undersigned.....(Company) duly represented by(hereinafter "Contractor") do hereby certify that we shall ensure that the following conditions be accepted and observed by all (Contractor) employees working under 1FB- CO-115838

Date	Full name (in block capitals)	Signature
=====		

TO BE SIGNED BY THE CONTRACTOR'S EMPLOYEES WORKING IN THE NATO'S PREMISES UPON COMMENCEMENT OF THEIR WORK.

I UNDERSTAND:

That I must preserve the security of all classified /commercial-in-confidence Information which comes to my knowledge as a result of this contract with NATO and that I undertake to comply with all relevant security regulations.

That I must not divulge to any unauthorised person, any classified/commercial-in confidence information gained by me as a result of my contract with NATO, unless prior permission for such disclosure has been granted by the General Manager of the NCI Agency or by his designated representative.

That I must not, without the approval of the General Manager of the NCI Agency, publish (in any document, article, book, CD, video, film, play, or other form) any classified /commercial-in-confidence information which I have acquired in the course of my work under 1FB- CO-115838.

That, at the end of contract and after performance of all required tasks, I must surrender any official document or material made or acquired by me in the course of my work under 1FB-CO-115838, save such as I have been duly authorised to retain.

That the provisions of the above Declaration apply not only during the period of work under 1FB- CO-115838, but also after my contract has ceased and that I am liable to prosecution if either by intent or negligence I allow classified/commercial-in-confidence information to pass into unauthorised hands.

END OF SPECIAL PROVISIONS

NATO UNCLASSIFIED

**NATO COMMUNICATIONS AND INFORMATION
AGENCY**



CONTRACT GENERAL PROVISIONS

V 1.0 dated 16 Oct 2014

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ANNEX 1 TO GENERAL PROVISIONS: PURCHASER'S PRICING PRINCIPLESA1-1

1. ORDER OF PRECEDENCE

In the event of any inconsistency in language, terms or conditions of the various parts of this Contract, precedence will be given in the following order:

- 1.1. The Signature Page;
- 1.2. The Contract Schedules, Part I;
- 1.3. The Contract Contract Special Provisions, Part II;
- 1.4. The Contract General Provisions, Part III;
- 1.5. The Statement of Work, Part IV of the Contract;
- 1.6. The Annexes to the Statement of Work.

2. DEFINITIONS OF TERMS AND ACRONYMS

- 2.1 **Assembly-** An item forming a portion of equipment that can be provisioned and replaced as an entity and which normally incorporates replaceable parts or groups of parts.
- 2.2 **Acceptance-** Acceptance is the act by which the Contracting Authority recognises in writing that the delivered Work meets the Contract requirements..
- 2.3 **Claims-** A written demand or written assertion by one of the Parties seeking, as a matter of right, the payment of money in a sum certain, the adjustment or interpretation of Contract terms, or other relief arising under or in relation to this Contract.
- 2.4 **Clause-** A provision of the Special or General Provisions of this Contract.
- 2.5 **Codification Authority-** The National Codification Bureau (NCB) or authorised agency of the country in which the Work is produced.
- 2.6 **Commercial Off-the-Shelf Items (COTS)-** The term “Commercially Off-the-Shelf Item (COTS)” means any item that:is a commercial item, customarily used by the general public, that has been sold, leased, or licensed to the general public or has been offered for sale, lease or license to the general public;
 - a) is sold in substantial quantities in the commercial marketplace; and
 - b) is offered to the Purchaser, under a contract or subcontract at any tier, without modification, in the same form in which it is sold in the commercial marketplace.
- 2.7 **Component-** A part or combination of parts, having a specific function, which can be installed or replaced only as an entity.

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- 2.8 **Contractor Background IPR-** Any IPR owned by the Contractor and/or any Sub-contractor or licensed by a third party to the Contractor which is not created in relation to or as the result of work undertaken for any purpose contemplated by the Contract and which is needed for the performance of the Contract or for the exploitation of Foreground IPR.
- 2.9 **Correction-** Elimination of a Defect.
- 2.10 **Contract-** The agreement concluded between the Purchaser and Contractor, duly signed by both contracting parties. The Contract includes the documents referred to in Clause 1 (Order of Preference).
- 2.11 **Contracting Authority-** The General Manager of the NCI Agency, the Director of Acquisition, the Chief of Contracts of the NCI Agency or the authorised representatives of the Chief of Contracts of the NCI Agency.
- 2.12 **Contractor-** The person or legal entity from a Participating Country which has signed this Contract and is a Party thereto.
- 2.13 **Day-** A calendar day
- 2.14 **Defect-** Any condition or characteristic in any Work furnished by the Contractor under the Contract that is not in compliance with the requirements of the Contract.
- 2.15 **Deliverable-** Any and all goods (including movable and immovable goods) to be delivered pursuant to the terms of this Contract including, without limitation, building, raw materials, components, intermediate Assemblies, Parts, end products, equipment, documentation, data, software.
- 2.16 **Design Defect-** Defect attributable to incompatibility, unsuitability or erroneous application of theory, drawings or formula.
- 2.17 **Effective Date of Contract (or "EDC")-** The date upon which this Contract is deemed to start. Unless otherwise specified, a Contract enters into force on the date of the last signature of the Contract by the Parties.
- 2.18 **Failed Component-** A part or combination of parts, having a specific function, which can be installed or replaced only as an entity which ceases to perform in a manner consistent with its intended use and specifications of the Contract.
- 2.19 **Foreground IPR -** Any IPR created by the Contractor or any subcontractor of the Contractor in the course of or as the result of work undertaken for any purpose contemplated by the Contract.
- 2.20 **IPR-** Any intellectual property rights of any qualification irrespective of their stage of development or finalisation, including but not limited to patents, trademarks (registered or not), designs and models (registered or not) and applications for the same, copyright (including on computer software), rights in databases, know-how, confidential information and rights in records (whether or not stored on computer) which includes technical and other data and documents.

- 2.21 **Manufacturing Defect-** Defect attributable to improper manufacturing processes, testing or quality control procedures.
- 2.22 **NATO-** The North Atlantic Treaty Organisation. For the purpose of this contract, the term NATO includes NATO bodies, the NATO military command structure, agencies and NATO nations.
- 2.23 **NCI AGENCY-** The NATO Communications and Information Agency. The NCI Agency is part of the NCIO. The General Manager of the Agency is authorised to enter into contracts on behalf of the NATO CI Organisation.
- 2.24 **NATO COMMUNICATIONS AND INFORMATION ORGANISATION (NCIO)-** The NATO Communications and Information Organisation. The NCI Organisation constitutes an integral part of the North Atlantic Treaty Organisation (NATO) The NCI Organisation is the legal personality from whence flows the authority of its agent, the NCI Agency, to enter into contracts.
- 2.25 **NATO Purposes-** Activities conducted by or on behalf of NATO to promote the common defence and common interests of NATO, such as, among others, NATO operations, NATO procurement, NATO training and NATO maintenance.
- 2.26 **Part-** An item of an assembly or sub-assembly, which is not normally further broken down.
- 2.27 **Participating Country-** A NATO member country that participates in financing the effort.
- 2.28 **Parties-** The Contracting Parties to this Contract, i.e., the Purchaser and the Contractor.
- 2.29 **Purchaser-** The NCI Organisation, as represented by the General Manager, NCI Agency. The Purchaser is the legal entity who awards and administers the Contract on behalf of NATO and stands as one of the Contracting Parties.
- 2.30 **Purchaser Background IPR-** Any IPR owned by the Purchaser as of the Effective Date of Contract and which has been developed by, assigned to or licensed to the Purchaser prior to the Effective Date of Contract.
- 2.31 **Purchaser Furnished Property-** Any item of equipment, material, document, technical data, information and Software or any other item of property furnished by the Purchaser to the Contractor required or useful for the performance of the Contract. The Purchaser Furnished Property, if any, shall be detailed in the Contract.
- 2.32 **Software (Computer Software)-** A computer program comprising a series of instructions, rules, routines regardless of the media in which it is recorded, that allows or cause a computer to perform a specific operation or a series of operations.
- 2.33 **Software Defect-** Any condition or characteristic of Software that does not conform with the requirements of the Contract.

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- 2.34 **Sub-Assembly-** A portion of an Assembly consisting of two or more parts that can be provisioned and replaced as an entity. The definition purposely excludes Components and/or Parts.
- 2.35 **Sub-contract-** Any agreement made by the Contractor with any third party in order to fulfil any part of the obligations under this Contract. Sub-contracts may be in any legal binding form, e.g., contract, purchase order, etc.
- 2.36 **Sub-contractor-** Any person or legal entity directly or indirectly under Sub-contract to the Contractor in performance of this Contract.
- 2.37 **Third Party IPR-** Any IPR owned by a third party not being the Purchaser or the Contractor or its Subcontractor, which is needed for the performance of the Contract or for the exploitation of Foreground IPR. This includes, for example, third party software, including open source software.
- 2.38 **Work-** Any deliverable, project design, labour or any service or any other activity to be performed by the Contractor under the terms of this Contract.

3. **AUTHORITY**

- 3.1. All binding contractual instruments and changes, including amendments, additions or deletions, as well as interpretation of and instructions issued pursuant to this Contract shall be valid only when issued in writing by the Purchaser and signed by the Contracting Authority only.
- 3.2. No direction which may be received from any person employed by the Purchaser or a third party shall be considered as grounds for deviation from any of the terms, conditions, specifications or requirements of this Contract except as such direction may be contained in an authorised amendment to this Contract or instruction duly issued and executed by the Contracting Authority. Constructive change may not be invoked by the Contractor as a basis for Claims under this Contract.
- 3.3. The entire agreement between the Parties is contained in this Contract and is not affected by any oral understanding or representation, whether made previously to or subsequently to this Contract.
- 3.4. Personal notes, signed minutes of meetings, comments to delivered documentation and letters, e-mails and informal messages from project or other Purchaser staff which may indicate the intent and willingness to make changes to the Contract, do not implement the change to the Contract and shall not be used as a basis for claiming change to the Contract by the Contractor.

4. APPROVAL AND ACCEPTANCE OF CONTRACT TERMS

- 4.1. By his signature of the Contract, the Contractor certifies that he has read and unreservedly accepts and approves of all terms and conditions, specifications, plans, drawings and other documents which form part of and/or are relevant to the Contract. The Contractor further agrees that the terms of the Contract take precedence over any proposals or prior commitments made by the Contractor in order to secure the Contract. Contractor also hereby waives any and all rights to invoke any of the Contractor's general and special terms and conditions of sales and/or supply.

5. LANGUAGE

- 5.1. All written correspondence, reports, documentation and text of drawings delivered to the Purchaser by the Contractor shall be in the English language.

6. AUTHORISATION TO PERFORM/CONFORMANCE TO NATIONAL LAWS AND REGULATIONS

- 6.1. The Contractor warrants that he and his Sub-contractors are duly authorised to operate and do business in the country or countries in which this Contract is to be performed and that he and his Sub-contractors have obtained or will obtain all necessary licences and permits required in connection with the Contract. No claim for additional monies with respect to any costs or delay to obtain the authorisations to perform shall be made by the Contractor.
- 6.2. The Contractor acknowledges that he and his Sub-contractors are responsible during the performance of this Contract for ascertaining and complying with all applicable laws and regulations, including without limitation: labour standards, environmental laws, health and safety regulations and export controls laws and regulations in effect at the time of Contract signature or scheduled to go into effect during Contract performance. Failure to fully ascertain and comply with such laws, regulations or standards shall not be the basis for claims for change to the specifications, terms, conditions or monetary value of this Contract.

7. FIRM FIXED PRICE CONTRACT

- 7.1 This is a Firm Fixed Price Contract. The Firm Fixed Price of this Contract is as stated on the signature page of the Contract or any amendments thereto. The Purchaser assumes no liability for costs incurred by the Contractor in excess of the stated Firm Fixed Price except as may be authorised under certain provisions of this Contract.

8. PERFORMANCE GUARANTEE

- 8.1. As a guarantee of performance under the Contract, the Contractor shall deposit with the Purchaser within thirty (30) calendar days from the Effective Date of Contract a bank guarantee (the "Performance Guarantee") denominated in the currency of the Contract, to the value of ten per cent (10%) of the total Contract price.
- 8.2. The Performance Guarantee, the negotiability of which shall not elapse before the expiration of the warranty period, or such other period as may be specified in the Contract, shall be made payable to the Purchaser and shall be in the form of certified cheques or a Standby Letter of Credit subject to the agreement of the Purchaser. In the case of a Standby Letter of Credit, payment shall be made to the Purchaser without question and upon first demand by the Purchaser against a certificate from the Purchaser's Contracting Authority that the Contractor has not fulfilled its obligations under the Contract. The Contractor shall have no right to enjoin or delay such payment.
- 8.3. Certified Cheques issued to fulfil the requirements of the Performance Guarantee will be cashed by the Purchaser upon receipt and held in the Purchaser's account until the term of the Performance Guarantee has expired.
- 8.4. The standby letter of credit shall be subject to Belgian Law and shall be issued by (i) a Belgian bank, (ii) the Belgian subsidiary of a foreign bank licensed to provide financial services in Belgium; or (iii) an insurance company licensed to do business in Belgium and belonging to a Belgian banking institution provided the banking institution guarantees explicitly the demand for payment, unless otherwise specified by the Purchaser.
- 8.5. The Contractor shall request in writing relief from the Performance Guarantee upon expiration of the warranty period or such other period as may be specified in the Contract and such relief may be granted by the Purchaser.
- 8.6. The Contractor shall be responsible, as a result of duly authorised adjustments in the total contract price and/or period of performance by the Purchaser, for obtaining a commensurate extension and increase in the Performance Guarantee, the value of which shall not be less than ten per cent (10%) of the total contract price (including all amendments), and for depositing such guarantee with the Purchaser, within thirty (30) calendar days from the effective date of aforesaid duly authorised adjustment.
- 8.7. The failure of the Contractor to deposit and maintain such Performance Guarantee with the Purchaser within the specified time frame, or any extension thereto granted by the Purchaser's Contracting Authority, is a material breach of the Contract terms and conditions subject to the

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provisions of the Contract regarding Termination for Default.

- 8.8. The rights and remedies provided to the Purchaser under the present Clause are in addition to any other rights and remedies provided by law or under this Contract. The certificate described in Clause 8.2 above shall not be regarded as a Termination for Default and this Clause is in addition to and separate from the Clause of the Contract detailing termination for default.
- 8.9. If the Contractor elects to post the Performance Guarantee by Standby Letter of Credit, the form of the document shall be substantially as follows:

PERFORMANCE GUARANTEE STANDBY LETTER OF CREDIT

Standby Letter of Credit Number: _____

Issue Date: _____

Initial Expiry Date: _____

Final Expiry Date: _____

Beneficiary: NCI Agency, Finance, Accounting & Operations
Boulevard Leopold III, B-1110, Brussels
Belgium

- 1. We hereby establish in your favour our irrevocable standby letter of credit number {number} by order and for the account of (NAME AND ADDRESS OF CONTRACTOR) in the amount of _____ . We are advised this undertaking represents fulfilment by (NAME OF CONTRACTOR) of certain performance requirements under Contract No. _____ dated _____ between the NCI Agency (“NCIA and (NAME OF CONTRACTOR).
- 2. We hereby engage with you that drafts drawn under and in compliance with the terms of this letter of credit will be duly honoured upon presentation of documents to us on or before the expiration date of this letter of credit.
- 3. Funds under this letter of credit are available to you without question or delay against presentation of a certificate signed by the NCI Agency Contracting Officer which states:

“(NAME OF CONTRACTOR) has not fulfilled its obligations under Contract No. _____ dated _____ between NCI Agency and (NAME OF CONTRACTOR) (herein called the “Contract”), and the NCI Agency, as beneficiary, hereby draws on the standby letter of credit number _____ in the amount denominated in the currency of the Contract, Amount up to the maximum available under the LOC, such funds to be transferred to the account of the Beneficiary

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number _____(to be identified when certificate is presented).”

Such certificate shall be accompanied by the original of this letter of credit.

4. This Letter of Credit is effective the date hereof and shall expire at our office located at _____(Bank Address)_____ on _____. All demands for payment must be made prior to the expiry date.
5. It is a condition of this letter of credit that the expiry date will be automatically extended without amendment for a period of one (1) year from the current or any successive expiry date unless at least 90 (ninety) calendar days prior to the then current expiry date we notify you by registered mail and notify (NAME OF CONTRACTOR) that we elect not to extend this letter of credit for such additional period. However, under no circumstances will the expiry date extend beyond _____ (“Final Expiry Date”) without amendment.
6. We may terminate this letter of credit at any time upon 90 (ninety) calendar days notice furnished to both (NAME OF CONTRACTOR) and the NCI Agency by registered mail.
7. In the event we (the issuing bank) notify you that we elect not to extend the expiry date in accordance with paragraph 6 above, or, at any time, to terminate the letter of credit, funds under this credit will be available to you without question or delay against presentation of a certificate signed by the NCI Agency Contracting Officer which states:

“The NCI Agency has been notified by {issuing bank} of its election not to automatically extend the expiry date of letter of credit number {number} dated {date} pursuant to the automatic renewal clause (or to terminate the letter of credit). As of the date of this certificate, no suitable replacement letter of credit, or equivalent financial guarantee has been received by the NCI Agency from, or on behalf of (NAME OF CONTRACTOR). (NAME OF CONTRACTOR) has, therefore, not fulfilled its obligations under Contract No. _____ dated _____ between NCI Agency and (NAME OF CONTRACTOR), and the NCI Agency, as beneficiary, hereby draws on the standby letter of credit number _____ in the amount of (Amount up to the maximum available under the LOC), such funds to be transferred to the account of the Beneficiary number _____ (to be identified when certificate is presented).”

Such certificate shall be accompanied by the original of this letter of credit and a copy of the letter from the issuing bank that it elects not to automatically extend the standby letter of credit, or terminating the letter of credit.

8. The Beneficiary may not present the certificate described in paragraph 7 above

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until 20 (twenty) calendar days prior to a) the date of expiration of the letter of credit should {issuing bank} elect not to automatically extend the expiration date of the letter of credit, b) the date of termination of the letter of credit if {issuing bank} notifies the Beneficiary that the letter of credit is to be terminated in accordance with paragraph 6 above.

9. Multiple partial drawings are allowed to the maximum value of the standby letter of credit.
10. This letter of credit sets forth in full the terms of our undertaking, and this undertaking shall not in any way be modified, amended, or amplified by reference to any document, instrument, or agreement referred to herein (except the International Standby Practices (ISP 98) hereinafter defined) or in which this letter of credit is referred to or to which this letter of credit relates, and any such reference shall not be deemed to incorporate herein by reference any document, instrument, or agreement.
11. This Letter of Credit is subject to The International Standby Practices-ISP98 (1998 Publication) International Chamber of Commerce Publication No.590.

9. PARTICIPATING COUNTRIES

- 9.1 Unless prior written authorisation of the Purchaser has been obtained, none of the Work, shall be performed other than by firms from and within NATO Participating Countries. Unless otherwise specified in the Contract Special Provisions, the Participating Countries are the twenty-eight (28) Member Nations of the North Atlantic Treaty Organisation.
- 9.2 Unless prior written authorisation of the Purchaser has been obtained, no material or items of equipment down to and including identifiable Sub-Assemblies shall be manufactured or assembled by a firm other than from and within a NATO Participating Country.
- 9.3 The Contractor shall not place any Sub-contracts outside the NATO Participating Countries without the prior written authorisation of the Purchaser.
- 9.4 Unless prior written authorisation of the Purchaser has been obtained, the intellectual property rights for all software and documentation incorporated by the Contractor and/or its Sub-contractors into the Work shall vest with persons or legal entities from and within NATO participating nations and no royalties or licence fees for such software and documentation shall be paid by the Contractor to any source that does not reside within a NATO participating nation.
- 9.5 Any modification in the nationality, ownership and/or change of control of the Contractor and/or its Sub-contractor(s) shall be immediately notified in writing to the Purchaser with all necessary details to allow the Purchaser to determine whether or not the Contractor and/or its Sub-contractors continue

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to comply with the Clauses above. Non-compliance with the Clauses above, by the Contractor and/or its Subcontractor may constitute ground for termination of this Contract under Clause 39 (Termination for Default).

10. SUB-CONTRACTS

- 10.1 The Contractor shall place and be responsible for the administration and performance of all Sub-contracts including terms and conditions which he deems necessary to meet the requirements of this Contract in full.
- 10.2 Prior to the Sub-contractors being given access to any classified information, the Contractor shall ensure that any Sub-contractor that has a need to access classified information for the performance of any part of this Contract has been granted the appropriate facility and personnel security clearances by the Sub-contractor's national authorities and that such clearances are still in effect at the time the information is disclosed and remains in effect throughout the performance of the work to be carried out under the Sub-contract concerned.
- 10.3 The Contractor shall seek the approval in writing of the Purchaser prior to the placing of any Sub-contract if:
 - 10.3.1 the Sub-contract was not part of the Contractor's original proposal;
 - and
 - 10.3.2 the value of the Sub-contract is known or estimated to exceed 15 per cent of the total Contract value; or
 - 10.3.3 the Sub-contract is one of a number of Sub-contracts with a single Sub-contractor for the same or related Work under this Contract that in the aggregate are known or expected to exceed 15 per cent of the total Contract value.
- 10.4 The Contractor shall inform the Purchaser of any change in Sub-contractors for Sub-contracts of a value known or estimated to exceed 15 per cent of the total Contract value.
- 10.5 The Contractor shall submit a copy of any such proposed Sub-contract including prices when seeking approval to the Contracting Authority but such approval by the Contracting Authority shall in no way relieve the Contractor of his responsibilities to fully achieve the contractual and technical requirements of this Contract.
- 10.6 The Contractor shall, as far as practicable, select Sub-contractors on a competitive basis consistent with the objectives and requirements of the Contract.

11. SECURITY

- 11.1 The Contractor shall comply with all security measures as are prescribed by the Purchaser and the national security authority or designated security agency of each of the NATO countries in which the Contract is being performed. The Contractor shall be responsible for the safeguarding of classified information, documentation, material and equipment entrusted to him or generated by him in connection with the performance of the Contract.
- 11.2 In particular the Contractor undertakes to:
- 11.2.1 appoint an official responsible for supervising and directing security measures in relation to the Contract and communicating details of such measures to the Purchaser on request;
 - 11.2.2 maintain, preferably through the official responsible for security measures, a continuing relationship with the national security authority or designated security agency charged with ensuring that all NATO classified information involved in the Contract is properly safeguarded;
 - 11.2.3 abstain from copying by any means, without the authorisation of the Purchaser, the national security authority or designated security agency, any classified documents, plans, photographs or other classified material entrusted to him;
 - 11.2.4 furnish, on request, information to the national security authority or designated security agency pertaining to all persons who will be required to have access to NATO classified information;
 - 11.2.5 maintain at the work site a current record of his employees at the site who have been cleared for access to NATO classified information. The record should show the date of issue, the date of expiration and the level of clearance;
 - 11.2.6 deny access to NATO classified information to any person other than those persons authorised to have such access by the national security authority or designated security agency;
 - 11.2.7 limit the dissemination of NATO classified information to the smallest number of persons ("need to know basis") as is consistent with the proper execution of the Contract;
 - 11.2.8 comply with any request from the national security authority or designated security agency that persons entrusted with NATO classified information sign a statement undertaking to safeguard that information and signifying their understanding both of their obligations under national legislation affecting the safeguarding of classified information, and of their comparable obligations

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under the laws of the other NATO nations in which they may have access to classified information;

- 11.2.9 report to the national security authority or designated security agency any breaches, suspected breaches of security, suspected sabotage, or other matters of security significance which would include any changes that may occur in the ownership, control or management of the facility or any changes that affect the security arrangements and security status of the facility and to make such other reports as may be required by the national security authority or designated security agency, e.g. reports on the holdings of NATO classified material;
- 11.2.10 apply to the Purchaser for approval before Sub-contracting any part of the work, if the Sub-contract would involve that the Sub-contractor would have access to NATO classified information, and to place the Sub-contractor under appropriate security obligations no less stringent than those applied to his own contract;
- 11.2.11 undertake not to utilise, other than for the specific purpose of the Contract, without the prior written permission of the Purchaser or his authorised representative, any NATO classified information furnished to him, including all reproductions thereof in connection with the Contract, and to return all NATO classified information referred to above as well as that developed in connection with the Contract, unless such information has been destroyed, or its retention has been duly authorised with the approval of the Purchaser. Such NATO classified information will be returned at such time as the Purchaser or his authorised representative may direct;
- 11.2.12 classify any produced document with the highest classification of the NATO classified information disclosed in that document.

12. RELEASE OF INFORMATION

- 12.1 Except as otherwise specified elsewhere in the Contract and to the extent that it is demonstratively unavoidable and without prejudice to the Clause 11 (Security), the Contractor and/or his employees shall not, without prior authorisation from the Purchaser, release to third parties any information pertaining to this Contract, its subject matter, performance there under or any other aspect thereof.
- 12.2 The Contractor shall seek the prior written approval of the Purchaser before publishing any press release or disclosing any other information, orally or in writing, in relation to the Contract. The approval of the Purchaser shall be required for both the opportunity and the content of the information.

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12.3 This provision shall remain in effect after the termination of the Contract and shall cease to apply to any particular piece of information once that information becomes public knowledge other than through an act, default or omission of the Contractor or its Sub-contractors.

13. **PURCHASER FURNISHED PROPERTY**

13.1 The Purchaser shall deliver to the Contractor, for use only in connection with this Contract, the Purchaser Furnished Property at the times and locations stated in the Contract. In the event that Purchaser Furnished Property is not delivered by such time or times stated in the Schedule, or if not so stated, in sufficient time to enable the Contractor to meet such delivery or performance dates the Purchaser shall, upon timely written request made by the Contractor, and if the facts warrant such action, equitably adjust any affected provision of this Contract pursuant to Clause 16 (Changes).

13.2 In the event that Purchaser Furnished Property is received by the Contractor in a condition not suitable for its intended use, the Contractor shall immediately notify the Purchaser. The Purchaser shall within a reasonable time of receipt of such notice replace, re-issue, authorise repair or otherwise issue instructions for the disposal of Purchaser Furnished Property agreed to be unsuitable. The Purchaser shall, upon timely written request of the Contractor, equitably adjust any affected provision of this Contract pursuant to Clause 16 (Changes).

13.3 Title to Purchaser Furnished Property will remain in the Purchaser. The Contractor shall maintain adequate property control records of Purchaser Furnished Property in accordance with sound industrial practice and security regulations.

13.4 Unless otherwise provided in this Contract, the Contractor, upon delivery to him of any Purchaser Furnished Property, assumes the risk of, and shall be responsible for, any loss thereof or damage thereof except for reasonable wear and tear, and except to the extent that Purchaser Furnished Property is consumed in the performance of this Contract.

13.5 Upon completion of this Contract, or at such earlier dates as may be specified by the Purchaser, the Contractor shall submit, in a form acceptable to the Purchaser, inventory schedules covering all items of Purchaser Furnished Property.

13.6 The inventory shall note whether:

13.6.1 The property was consumed or incorporated in fabrication of final deliverable(s);

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- 13.6.2 The property was otherwise destroyed;
- 13.6.3 The property remains in possession of the Contractor;
- 13.6.4 The property was previously returned
- 13.7 The Contractor shall prepare for shipment, deliver DDP at a destination agreed with the Purchaser, or otherwise dispose of Purchaser Furnished Property as may be directed or authorised by the Purchaser. The net proceeds of any such disposal shall be credited to the Contract price or paid to the Purchaser in such other manner as the Purchaser may direct.
- 13.8 The Contractor shall not modify any Purchaser Furnished Property unless specifically authorised by the Purchaser or directed by the terms of the Contract.
- 13.9 The Contractor shall indemnify and hold the Purchaser harmless against claims for injury to persons or damages to property of the Contractor or others arising from the Contractor's possession or use of the Purchaser Furnished Property. The Contractor shall indemnify the Purchaser for damages caused by the Contractor to the Purchaser, its property and staff and arising out of the Contractor's use of the Purchaser Furnished Property.

14. **CONTRACTOR'S PERSONNEL WORKING AT PURCHASER'S FACILITIES**

- 14.1 The term "Purchaser Facilities" as used in this Clause shall be deemed to include sites, property, utilities, ships or vessels and the term "Facility Representative" shall be deemed to refer to the authority designated by the Purchaser responsible for the site, property, utility, ship or vessel.
- 14.2 The Facility Representative shall provide such available administrative and technical facilities for Contractor's personnel working at Purchaser's Facilities for the purpose of the Contract as in the opinion of the Facility Representative may be necessary for the effective and economical discharge of Work. The Facility Representative shall also determine whether these facilities will be provided free of charge to the Contractor or determine what charges are payable. The Contractor shall have no claim against the Purchaser for any such additional cost or delay or any additional cost or delay occasioned by the closure for holidays of said facilities, or other reasons, where this is generally published or made known to the Contractor by the Purchaser or his authorised representatives.
- 14.3 The Contractor shall, except as otherwise provided for in the Contract, make good or, at the option of the Purchaser, pay compensation for all damage occurring to any Purchaser's Facilities occasioned by the Contractor, his servants, agents or Sub-contractors, arising from his or their presence and activities in, and use of, the Purchaser's Facilities; provided that this

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Condition shall not apply to the extent that the Contractor is able to show that any such damage was not caused or contributed to, by his neglect, or default or the neglect or default of his servants, agents or Sub-contractors, or by any circumstances within his or their control.

- 14.4 All property of the Contractor while at a Purchaser Facility shall be at the risk of the Contractor, and the Purchaser shall accept no liability for any loss or damage, except to the extent that any loss or damage is the result of a wilful act or gross negligence on the part of the Purchaser's employees or agents.

15. HEALTH, SAFETY AND ACCIDENT PREVENTION

- 15.1 If the Purchaser notifies the Contractor in writing of any non-compliance in the performance of this Contract with safety and health rules and requirements prescribed on the date of this Contract by applicable national or local laws, ordinances and codes, and the Contractor fails to take immediate corrective action, the Purchaser may order the Contractor to stop all or part of the Work until satisfactory corrective action has been taken. Such an order shall not entitle the Contractor to an adjustment of the Contract price or other reimbursement for resulting increased costs, or to an adjustment of the delivery or performance schedule.

16. CHANGES

- 16.1 The Purchaser may at any time, by written order of the Contracting Authority designated or indicated to be a change order ("Change Order") make changes within the general scope of this Contract, including, without limitation, in any one or more of the following:

- 16.1.1 Specifications (including drawings and designs);
- 16.1.2 Method and manner of performance of the work, including engineering standards, quality assurance and configuration management procedures;
- 16.1.3 Marking and method of shipment and packing;
- 16.1.4 Place of delivery;
- 16.1.5 Amount, availability and condition of Purchaser Furnished Property.

- 16.2 The Purchaser shall submit a proposal for Contract amendment describing the change to the Contract.

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- 16.3 If any such Change Order causes an increase in the Contractor's cost of, or the time required for, the performance of any part of the Work under this Contract, whether or not changed by any such order, the Contractor shall submit a written proposal for adjustment to the Purchaser describing the general nature and amount of the proposal for adjustment. The Contractor shall submit this proposal for adjustment within thirty (30) days after receipt of a written Change Order under (a) above unless this period is extended by the Purchaser.
- 16.4 If any such Change Order causes a decrease in the Contractor's cost of, or the time required for, the performance of any part of the Work under this Contract, whether or not changed by any such order, the Purchaser shall submit a proposal for adjustment within thirty (30) days from the issuance of the Change Order by submitting to the Contractor a written statement describing the general nature and amount of the proposal for adjustment.
- 16.5 Where the cost of property made obsolete or in excess as a result of a change is included in the Contractor's claim for adjustment, the Purchaser shall have the right to prescribe the manner of disposition of such property.
- 16.6 The Purchaser reserves the right to reject the introduction of the change, after the evaluation of the change proposal, even if the Purchaser initiated such change.
- 16.7 Failure to agree to any requested adjustment shall be a dispute within the meaning of the Clause 41 (Disputes). However, nothing in this Clause shall excuse the Contractor from proceeding with the Contract as changed.
- 16.8 No proposal for adjustment by the Contractor for an equitable adjustment shall be allowed if asserted after final payment and acceptance under this Contract.
- 16.9 Any other written or oral order (which, as used in this paragraph includes direction, instruction, interpretation, or determination) from the Purchaser that causes a change shall be treated as a Change Order under this Clause, provided, that the Contractor gives the Purchaser a written notice within thirty (30) Days after receipt of such order stating (i) the date, circumstances, and source of the order; (ii) that the Contractor regards the order as a Change Order; and (iii) a detailed cost and time analysis of the impact of the change, and that the Order is accepted in writing by the Purchaser as a Change Order. The timely written notice requirement, as detailed above, remains in force in all cases, even where, for example, the Purchaser has positive knowledge of the relevant facts.
- 16.10 All tasks and activities carried out by the Contractor in relation to the processing of the Change Order or in relation to this Clause shall form part of the Contractor's routine work and cannot be charged as additional work.

17. STOP WORK ORDER

- 17.1 The Purchaser may, at any time, by written order to the Contractor, require the Contractor to stop all, or any part, of the Work called for by this Contract for a period of ninety (90) days after the order is delivered to the Contractor, and for any further period to which the Parties may agree.
- 17.2 Any such stop work order shall be specifically identified as a stop work order issued pursuant to this Clause (the "Stop Work Order"). The Stop Work Order may include a description of the Work to be suspended, instructions concerning the Contractor's issuance of further orders for material or services, guidance to the Contractor on actions to be taken on any Sub-contracts and any suggestion to the Contractor for minimizing costs.
- 17.3 Upon receipt of such a Stop Work Order, the Contractor shall forthwith comply with its terms and take all reasonable steps to minimise costs incurred allocable to the Work covered by the Stop Work Order during the period of work stoppage. Within a period of ninety (90) days after a Stop Work Order is delivered to the Contractor, or within any extension of that period to which the Parties shall have agreed, the Purchaser shall either:
- 17.3.1 cancel the Stop Work Order; or
- 17.3.2 terminate the Work covered by such Stop Work Order as provided in Clause 40 (Termination for Convenience of the Purchaser).
- 17.4 If a Stop Work Order issued under this Clause is cancelled or the period of the Stop Work Order or any extension thereof expires, the Contractor shall resume work.
- 17.5 An equitable adjustment shall be made in the delivery schedule or Contract price, or both, and the Contract shall be modified in writing accordingly, if:
- 17.5.1 the Stop Work Order results in an increase in the time required for, or in the Contractor's cost properly allocable to, the performance of any part of this Contract, and;
- 17.5.2 the Contractor asserts a Claim for such adjustment within thirty (30) days after the end of the period of work stoppage; provided that, if the Purchaser decides the facts justify such action, he may receive and act upon any such claim asserted at a later date but prior to final payment under this Contract.
- 17.6 If a Stop Work Order is not cancelled and the Work covered by such Stop Work Order is terminated for the convenience of the Purchaser the reasonable costs resulting from the Stop Work Order shall be allowed in

arriving at the termination settlement.

18. CLAIMS

18.1 The Contractor shall specifically identify the Contract Clause(s) under which the Claim(s) is/are based.

18.2 Claims shall be specifically identified as such and submitted:

18.2.1 within the time specified in the Clause under which the Contractor alleges to have a Claim. If no time is specified in the Clause under which the Contractor intends to base his Claim, the time limit shall be sixty (60) days from the date the Contractor has knowledge or should have had knowledge of the facts on which he bases his Claim; and

18.2.2 before final payment, pursuant to and with the exceptions specified in Clause 33 entitled "Release of Claims".

18.2.3 Section 18.2.2 above shall only apply to those Claims for which the Contractor could not have had earlier knowledge and were not foreseeable.

18.3 The Contractor shall be foreclosed from his Claim unless he presents complete documentary evidence, justification and costs for each of his Claims within ninety (90) calendar days from the assertion date of such Claims. Claims shall be supported by specifically identified evidence (including applicable historical and planned cost and production data from the Contractor's books and records). Opinions, conclusions or judgmental assertions not supported by such evidence will be rejected by the Purchaser.

18.4 An individual breakdown of cost is required for each element of Contractor's Claims at the time of claim submission or for any material revision of the Claim.

18.5 The Contractor shall present, at the time of submission of a Claim, an attestation as follows:

Ithe responsible senior company official authorised to commit the with respect to its claims dated being duly sworn, do hereby depose and say that: (i) the facts described in the claim are current, complete and accurate; and (ii) the conclusions in the claim accurately reflect the material damages or contract adjustments for which the Purchaser is allegedly liable.

.....

.....
SIGNATURE

Date

- 18.6 Failure to comply with any of the above requirements shall result in automatic foreclosure of the Claim. This foreclosure takes effect in all cases and also where, for example, the Claim is based on additional orders, where the facts are known to the Purchaser, where the Claim is based on defective specifications of the Purchaser or an alleged negligence in the pre-contractual stage.
- 18.7 Claims submitted by the Contractor will be reviewed by the Contracting Authority. The Contracting Authority will respond within sixty (60) days with a preliminary decision, based on an assessment and evaluation of the facts presented by the Parties, as to whether the Contracting Authority considers the Claim to have merit for consideration. If the preliminary decision of the Contracting Authority is that the Claim, as submitted is without merit, the Contractor shall have fourteen (14) days to present a rebuttal to the Contracting Authority and request reconsideration of the Contracting Authority's decision. Within thirty (30) days receipt of the Contractor's request for reconsideration, the Contracting Authority will issue a decision. The time requirements stated herein may be extended by the Contracting Authority in order to accommodate additional preparation efforts and fact finding discussions but the Contracting Authority may not unreasonable extend such a period. A decision that the submitted claim is without merit will be identified as such, will be issued in writing by the Contracting Authority and will be conclusive. A decision may only be challenged by the Contractor through the Disputes provisions described herein.
- 18.8 A decision by the Purchaser that the claim has merit will result in a Contracting Authority request to enter into negotiations with the Contractor to arrive at a mutually agreed fair and equitable settlement. The Contracting Authority's decision will contain a target date for the commencement and conclusion of such operations. If the Parties are unable to arrive at an agreement on a fair and reasonable settlement by the target date for conclusion, or any extension thereto made by the Contracting Authority, the latter may declare that negotiations are at an impasse and issue a preliminary decision as to the fair and reasonable settlement and the reasons supporting this decision. The Contractor shall have a period of thirty (30) days to present a rebuttal to the Contracting Authority and request reconsideration of the Contracting Authority's decision. Within sixty (60) days of receipt of the Contractor's request for reconsideration, the Contracting Authority will issue its decision on the request for reconsideration. This timeframe will be respected unless an authorisation is needed from a NATO or other authority , the schedule for which is beyond the Contracting Authority's control. A

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decision of the Contracting Authority on the reconsideration of the matter will be identified as such, will be issued in writing by the Contracting Authority and will be conclusive. A decision on the reconsideration may only be challenged by the Contractor through the Disputes provisions described herein.

- 18.9 No Claim arising under this Contract may be assigned by the Contractor without prior approval of the Purchaser.
- 18.10 The Contractor shall proceed diligently with performance of this Contract, pending final resolution of any request for relief, claim appeal, or action arising under the Contract, and comply with any decision of the Contracting Authority.

19. PRICING OF CHANGES, AMENDMENTS AND CLAIMS

- 19.1 Contractor's pricing proposals for Changes, amendments and Claims shall be priced in accordance with the Purchaser's Pricing Principles (Annex 1 hereto and the sample spreadsheet and its " Instructions to Complete" at Appendix 1) or the national government pricing rules and regulations for the Contractor's own country, where in force. The Contractor shall provide cost information accompanied by appropriate substantiation as required by the Purchaser in accordance with Purchaser's Pricing Principles, or such other format as may be agreed between the Contractor and the Purchaser.
- 19.2 With respect to Clause 19.1 above, when the price or price adjustment is based on adequate price competition, established catalogue or market price of commercial items sold in substantial quantities to the general public, or prices set by law or regulation, the Contractor shall be responsible for substantiation of such cases to the satisfaction of the Purchaser.
- 19.3 For the purposes of verifying that the cost or pricing data submitted in conjunction with Clause 19.1 above are accurate, complete and current, the Purchaser or any Purchaser authorised representative shall have the right of access to the Contractor's facilities to examine, until the expiration of three (3) years from the date of final payment of all sums due under the Contract:
- 19.3.1 those books, records, documents and other supporting data which will permit adequate evaluation and verification of the cost or pricing data submitted; and/or
- 19.3.2 the computations and projections which were available to the Contractor as of the date of the Contractor price proposal.
- 19.4 The Contractor, subject to the provisions of this Clause, shall require Sub-contractors to provide to the Purchaser, either directly or indirectly:
- 19.4.1 cost or pricing data;
- 19.4.2 access to Sub-contractor's facilities and records for the purposes of verification of such cost or pricing data; and
- 19.4.3 a Certificate of Current Cost or Pricing Data, when required.

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- 19.5 If any price, including profit, negotiated in connection with this Contract was proposed, taking any of the following into account:
- 19.5.1 the Contractor furnished cost or pricing data which was not complete, accurate and current as certified in the Contractor's Certificate of Current Cost or Pricing Data provided in accordance with Clause 19.6 below;
 - 19.5.2 a Sub-contractor, pursuant to Clause 19.4 above or any Sub-contract clause therein required, furnished cost or pricing data which was not complete, accurate and current as certified in the Sub-contractor's Certificate of Current Cost or Pricing Data;
 - 19.5.3 a Sub-contractor or prospective Sub-contractor furnished cost or pricing data which was required to be complete, accurate and current and to be submitted to support a Sub-contract cost estimate furnished by the Contractor but which was not complete, accurate and current as of the date certified in the Contractor's Certificate of Current Cost or Pricing Data; or
 - 19.5.4 the Contractor or a Sub-contractor or prospective Sub-contractor furnished any data, not within 19.5.1 through 19.5.3 above, which, as submitted, was not complete, accurate and current;
 - 19.5.5 then the price and/or cost shall be adjusted accordingly and the Contract shall be modified in writing as may be necessary to reflect such.
- 19.6 At the time of negotiating any price, including profit, which is based upon the submission of cost or pricing data by the Contractor, the Contractor shall be required to submit a certificate of current cost or pricing data ("Certificate").
- 19.6.1 Such Certificates will certify that, to the best of the Contractor's knowledge and belief, cost or pricing data submitted to the Purchaser in support of any proposal for a price, price adjustment or claim, are accurate, complete and current, as per the completion of the negotiations or, in the case of a claim, as per the submission date of the claim.
 - 19.6.2 All such Certificates shall be in the format shown below and shall be dated and signed by a responsible officer of the company:

CERTIFICATE OF CURRENT COST OR PRICING DATA

This is to certify that cost or pricing data as submitted, either actually or by specific identification in writing to the Purchaser or his representative in support of..... (*Claim, Amendment, ECP#, etc.*) are accurate, complete and current as of (*Date*).

By submitting the price proposal, the Contractor/sub-Contractor or prospective sub-Contractor grant the Purchaser or his authorized representative(s) the right to examine those records, data and supporting information, used as a basis for the pricing submitted.

Name of Company

Signature

Printed Name of Signatory

Title of Signatory

Date of Signature

19.6.3 The Contractor shall insert the substance of this Clause 19.7 in each Sub-contract.

19.7 For all additional or follow-up agreements which are made for Work which are furnished to the Purchaser without competition, the Contractor shall offer prices on a "Preferred Customer" basis, that is offer prices which are as favourable as those extended to any Government, Agency, Company, Organisation or individual purchasing or handling like quantities of

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equipment and/or Parts covered by the Contract under similar conditions. In the event that prior to completing delivery under this Contract the Contractor offers any of such items in substantially similar quantities to any customer at prices lower than those set forth herein, the Contractor shall so notify the Purchaser and the prices of such items shall be correspondingly reduced by a supplement to this Contract. Price in this sense means "Base Price" prior to applying any bonus, export tax reduction, turn-over tax exemptions and other reductions based on National Policies.

20. NOTICE OF SHIPMENT AND DELIVERY

- 20.1 Except as may be specified in the Contract Special Provisions, delivery of all items under this Contract shall be made by the Contractor on the basis of "Delivery Duty Paid" (DDP) as defined by the INCOTERMS 2000 (International Chamber of Commerce Publication No. 560). It shall be noted, however, that because the Purchaser is exempted from direct taxes and duty as set forth in Clause 26 (Taxes and Duties), there is no duty to be paid by the Contractor.
- 20.2 "Delivery" of required Work by the Contractor does not constitute "Acceptance" by the Purchaser for purposes of meeting the requirements of the Contract Schedule where Purchaser acceptance is the stated payment or schedule milestone.
- 20.3 Thirty (30) Days, or such other period as specified in the Contract, prior to the delivery of any shipment of Work, the Contractor shall give prepaid notice of shipment to the Purchaser. The Notice of Shipment shall contain, as appropriate, the request for customs form 302, or equivalent document, which shall enable any carrier to conduct duty free import/export clearance through customs for the Purchaser on behalf of NATO.
- 20.4 The customs form 302 is an official customs clearance declaration issued in advance of shipment by the Purchaser to provide certified information as to the duty free import, export, or transit of NATO consignments between NATO countries.
- 20.5 The Notice of Shipment and request for Form 302 or equivalent document shall contain the following information:
- 20.5.1 Purchaser's Contract number;
 - 20.5.2 Contract item number, designation and quantities;
 - 20.5.3 destination;
 - 20.5.4 number and description of the packages (gross and net weight);
 - 20.5.5 description of the goods and their value (for custom purpose only, not commercial value)

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- 20.5.6 consignor's name and address;
 - 20.5.7 consignee's name and address;
 - 20.5.8 method of shipment (i.e. road, rail, sea, air, etc.);
 - 20.5.9 name and address of freight forwarder.
- 20.6 Forwarding Agents, Carriers or other responsible organisations shall be informed by the Contractor of the availability of Form 302 or equivalent document and how the form shall be utilised to avoid the payment of custom duties. Form 302 or equivalent document shall be incorporated in all shipping documents provided to the carrier.
- 20.7 Upon receipt of the Notice of Shipment from the Contractor, the Purchaser may require the Contractor to send copies of the Notice of Shipment to the receiving parties and the Contractor shall comply with this requirement.

21. INSPECTION AND ACCEPTANCE OF WORK

- 21.1 For the purposes of this Clause, Work does not include documentation which is addressed in Clause 22 (Inspection and Acceptance of Documentation) hereafter.
- 21.2 Unless otherwise specifically provided for in the Contract, all Work and all Parts and equipment incorporated in the Work are to be new and of the most suitable grade of their respective kinds for the purpose, notwithstanding the requirements for testing, inspection and performance as required under this Contract. All workmanship shall be as specified under the Contract or, if no workmanship standards are specified, best commercial or "state of the art" complying with relevant (National and International) standards.
- 21.3 All Work may be subject to inspection and test by the Purchaser or his authorised representative(s) to the extent practicable at all times and places prior to Acceptance, including the period of manufacture, or after delivery or as otherwise specified in the Contract. For the purposes of inspection and testing the Purchaser may delegate as his representative the authorised National Quality Assurance Representative (NQAR) in accordance with STANAG 4107.
- 21.4 No representative or NQAR appointed by the Purchaser for the purpose of determining the Contractor's compliance with the technical requirements of the Contract shall have the authority to change any of the specifications. Such changes may only be made by the Contracting Authority in writing in accordance with Clause 16 (Changes).
- 21.5 The presence or absence of an NQAR or other Purchaser representative shall not relieve the Contractor from conforming to the requirements of this Contract.
- 21.6 Acceptance or rejection of the Work shall be made as promptly as practicable after delivery, except as otherwise provided in the Contract. Failure to timely

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accept or reject the Work shall neither relieve the Contractor from responsibility for such Work nor impose liability on the Purchaser.

- 21.7 In the event that any Work, or lots thereof, or services are defective in design, material, workmanship or manufacturing quality, or as a result of undue wear and tear or otherwise not in conformity with the requirements of this Contract, including any characteristic or condition which is or becomes at variance to the performance specifications, to the intended function of the Work or the function to which it could reasonably be expected that the Work would perform, the Purchaser shall have the right either to reject them (with or without instructions as to their disposition) or to require their correction or replacement. Work which has been rejected or required to be corrected or replaced shall, at the expense of the Contractor, be removed, or, if permitted or required by the Contracting Authority, corrected in place by the Contractor promptly after notice, and shall not thereafter be tendered for acceptance by the Contractor unless the former rejection or requirement of correction or replacement is withdrawn. If the Contractor fails promptly to remove, replace or correct such Work the Purchaser may either:
- 21.7.1 by contract or otherwise return, replace or correct such Work or services and charge to the Contractor the cost incurred by the Purchaser; and/or
 - 21.7.2 terminate this Contract for default as provided in Clause 39 (Termination for Default).
- 21.8 When NQAR is not applicable based on the scale of the project, the Purchaser reserves the right to perform inspections through his own staff in accordance with the latest ISO standard at the time of inspection.
- 21.9 Unless the Contractor corrects or replaces such Work within the delivery schedule, the Purchaser may require the delivery of such Work at a reduction in price which is equitable under the circumstances. Failure to agree to such reduction of price shall be a dispute within the meaning of Clause 41 (Disputes).
- 21.10 If any inspection or test is made by the Purchaser's representatives on the premises of the Contractor or Sub-contractor, the Contractor, without additional charge, shall provide all reasonable facilities and assistance for the safety and convenience of the Purchaser's representatives in the performance of their duties. The NQAR or other Purchaser representatives shall have the right of access to any area of the Contractor's or his Sub-contractor's premises where any part of the contractual work is being performed.
- 21.11 If Purchaser inspection or test is made at a point other than the premises of the Contractor or Sub-contractor, it shall be at the expense of the Purchaser except as otherwise provided in this Contract; provided, that in case of rejection the Purchaser shall not be liable for any reduction in value of samples used in connection with such inspection or test.
- 21.12 All inspections and tests by the Purchaser shall be performed in such a

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manner as not to unduly delay the Work.

- 21.13 The Purchaser reserves the right to charge to the Contractor any additional cost of Purchaser inspection and test when Work is not ready at the time such inspection and test is requested by the Contractor or when re-inspection or retest is necessitated by prior rejection.
- 21.14 Acceptance or rejection of the Work shall be made as promptly as practicable after delivery, except as otherwise provided in this Contract, but failure to inspect and accept or reject Work shall neither relieve the Contractor from responsibility for such Work as are not in accordance with the Contract requirements nor impose liability on the Purchaser thereof.
- 21.15 The inspection and test by the Purchaser of any Work or lots thereof, or services, does not relieve the Contractor from any responsibility regarding defects or other failures to meet the Contract requirements which may be discovered prior to acceptance.
- 21.16 Acceptance of Work shall take place when the Contracting Authority confirms acceptance in writing of the Work in accordance with the procedure specified in the Contract, or if none is so specified then the Contracting Authority shall be deemed to have accepted the Work without prejudice to any other remedies, when and as soon as any of the following events have occurred:
- 21.16.1 the Purchaser has taken the Work into use, except as specifically provided by Clause 23 (Use and Possession Prior to Acceptance);
 - 21.16.2 the Purchaser has not exercised its right of rejection of the Work within any period specified for that purpose in the Contract;
 - 21.16.3 there being no period for exercising the right of rejection specified in the Contract, a reasonable time, all the circumstances having been taken into account, has elapsed since inspection of the Work was effected in accordance with the Contract.
- 21.17 Except as otherwise provided in this Contract, acceptance shall be conclusive except as regards latent defects, fraud, or such gross mistakes as amount to fraud.
- 21.18 Unless otherwise specified in this Contract, the Contractor shall have or establish, implement and maintain an effective and economical quality control system necessary to satisfy the Contract requirement. The system shall provide for the early and prompt detection of deficiencies, trends and conditions which could result in unsatisfactory quality and for timely and effective corrective action. Objective evidence that the system is effective shall be readily available to the Purchaser and its authorised representatives. Records of all inspection and testing work by the Contractor shall be kept complete and available to the Purchaser's representatives during the performance of this Contract and for such longer periods as may be specified elsewhere in this Contract.

22. **INSPECTION AND ACCEPTANCE OF DOCUMENTATION**

- 22.1 The Contractor shall provide to the Purchaser a draft version of the required documentation as provided by the Contract Schedule and the Statement of Work. Review of draft documentation under this Contract will be made by the Purchaser upon the delivery of these items by the Contractor. The review will be conducted by the Purchaser through duly authorised representatives.
- 22.2 Upon delivery of the draft documentation, the Purchaser will have a period of review as provided by the Statement of Work. At the end of the review period or before if deemed practical by the Purchaser, the Purchaser's comments will be presented to the Contractor in writing. The substance of such comments will pertain to items of error, non-conformity, omission and guidance in relation to the requirements of the Statement of Work.
- 22.3 Purchaser Review of the delivered items will emphasise the conformity with the requirements of the Statement of Work, thoroughness of analysis, logical bases of conclusions and models and coherence and completeness of presentation. The review process will also examine editorial and grammatical correctness and the suitability and accuracy of graphics supporting the text.
- 22.4 The Contractor shall, after receipt of Purchaser comments, incorporate changes, revisions and corrections required by the Purchaser and present the revised documentation in final form to the Purchaser for inspection in accordance with the delivery date specified in the Schedule.
- 22.5 During the review process the Contractor is not required to halt efforts on further tasks as identified in the Statement of Work. The Purchaser, however, shall not be held liable for any work carried out by the Contractor which is based on draft documentation yet to be reviewed.
- 22.6 Upon receipt of the items in final form, the Purchaser will inspect the items for a period not exceeding two weeks (or as otherwise stated in the Statement of Work). At the end of the inspection, the Purchaser will notify the Contractor that:
- 22.6.1 the items have been accepted;
 - 22.6.2 the acceptance of the items is deferred pending further revision;
- or
- 22.6.3 The items are rejected and significantly fail to meet Contract requirements.
- 22.7 In the case of Clause 22.6.2 above, the Contractor shall only be responsible for those revisions and corrections requested by the Purchaser and the

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Purchaser may not request additional revisions during inspection after required revisions have been made. However, if the Purchaser determines that a directed revision has not been made or if such directed revision was cause for revision of other portions of content which were not made by the Contractor, the Purchaser may withhold acceptance until such revisions are made by the Contractor.

- 22.8 The Contractor shall provide to the Purchaser on request supporting technical data, computer software, databases and background analyses in order to validate findings contained in the delivered items.
- 22.9 Purchaser acceptance shall be made in writing by the Contracting Authority.

23. USE AND POSSESSION PRIOR TO ACCEPTANCE

- 23.1 Except as otherwise provided in the Contract Special Provisions, the Purchaser shall have the right to take possession of, or use, any completed or partially completed Work under the Contract at any time, when notified by the Contracting Authority, however such possession or use shall not constitute Acceptance by the Purchaser, as defined in the Contract.
- 23.2 While the Purchaser has such use or is in such possession, the Contractor shall be relieved of the responsibility for loss or damage to the Work concerned other than that resulting from the Contractor's fault, negligence or defect to the Work.
- 23.3 If such prior possession or use by the Purchaser delays the progress of the Work or causes additional expense to the Contractor, an equitable adjustment in the Contract price or the time of delivery will be made, in accordance with the Clause 16 (Changes), and the Contract shall be modified in writing accordingly.

24. OWNERSHIP AND TITLE

- 24.1 Except as may be otherwise stated in the Contract Special Provisions and Clause 23 (Use and Possession prior to Acceptance), ownership and title to all Work will pass to the Purchaser only upon Acceptance by the Contracting Authority in writing. Where the Contract provides for Provisional Acceptance and Final Acceptance, ownership and title will pass to the Purchaser upon written notification of Final Acceptance.

25. INVOICES AND PAYMENT

- 25.1 Unless otherwise specified in the Contract Special Provisions, invoices shall only be submitted after delivery and Acceptance of the Work and for the total prices and currency(ies) as set out under the Schedule of Work.
- 25.2 Invoices in respect of any Work or services shall be prepared and submitted

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to the Purchaser and shall contain all of the elements listed below:

- 25.2.1 Contract number;
 - 25.2.2 Purchaser's Purchase Order number ;
 - 25.2.3 accounting codes (as specified in this Contract);
 - 25.2.4 item number (as defined in the Contract);
 - 25.2.5 Contract description of Work or services, sizes, quantities, unit prices, and extended totals (exclusive of taxes and duties for which relief is available); and
 - 25.2.6 extended totals. Details of Bills of Lading or Freight Warrant numbers and weight of shipment shall be identified on each invoice as appropriate.
- 25.3 In addition, documentary evidence of Acceptance including copies of certificates of conformity shall be submitted together with each invoice. Invoices shall not be submitted to the Purchaser without Acceptance having been previously made by the Purchaser.
- 25.4 Each copy of the invoice shall contain the following certificate which shall be signed by a duly authorised company official on the designated original invoice:

"I certify that the above invoice is true and correct, that the delivery of the above described items has been duly carried out and the payment thereof has not been received.

*Order placed for official use. Exemption from VAT Article 42, §3&3*of VAT Code for Belgium or Article 151, §1b of the Council Directive 2006/112/EC dd. 28 November 2006 on intra-community purchases and/or services."*

- 25.5 All invoices shall be addressed to the NCI Agency - Financial Management

Either at the following addresses:

NCI Agency * If used for NCI Agency Brussels

NATO Communications and Information Agency
Finance, Accounting & Operations
Batiment Z
Av du Bourget 140
B-1140 Belgium

OR

shall be addressed to Financial Management at the following electronic address:

["NCIA-CAPDEV-FMU-BEL_E-INVOICES@NCIA.NATO.INT"](mailto:NCIA-CAPDEV-FMU-BEL_E-INVOICES@NCIA.NATO.INT) (note there is an underscore between BEL and E-INVOICES)

Note: When used for NCI Agency The Hague or Mons the addresses shall be dictated in the Contract Special Provisions

Once the manner of forwarding the invoice is chosen, the contractor shall keep this manner throughout the contract.

- 25.6 All invoices submitted shall include the address of the bank to which payment shall be made, together with **either** pertinent information concerning the International Bank Account Number (IBAN) and BIC/SWIFT address **or** pertinent information concerning transit number/sort code, account number and SWIFT address. The Purchaser makes payment only by wire transfer and therefore wire transfer particulars shall be included on the invoice.
- 25.7 Invoices will be settled by the Purchaser within sixty (60) days of receipt of a properly prepared and submitted invoice.
- 25.8 The Contractor shall mention on the invoice the payment conditions in line with the Contract.

26. **TAXES AND DUTIES**

- 26.1 The Purchaser, by virtue of his status under the terms of Article IX and X of the Ottawa Agreement, is exempt from all direct taxes (incl. VAT) and all customs duties on merchandise imported or exported. The Contractor, therefore, certifies that the prices stipulated in this Contract do not include amounts to cover such direct taxes or customs duties.
- 26.2 The Contractor shall be responsible for ensuring that his respective Sub-contractors are aware that the Purchaser is exempt from taxes and customs duties. The Contractor (and his respective Sub-contractors) shall be responsible for complying with all applicable national and local legal and administrative procedures to ensure that authorities do not attempt to assess taxes and customs duties on goods and property imported or exported through NATO member nation frontiers under this Contract nor assess direct taxation (VAT) on goods sold to the NCI Agency under this Contract.
- 26.3 The Purchaser shall give reasonable assistance in providing evidence/documents which might be required by the Contractor to ensure that NCI Agency receives tax exemption by virtue of its status under the Ottawa Agreement.
- 26.4 If, after complying with all national and local legal and administrative

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procedures, the authorities persist in attempting to impose taxes or duties on goods provided under this Contract, the Contractor shall inform the Contracting Authority providing the particulars of the situation, the procedures which have been followed and the point of contact at the national authority which is attempting to impose taxation or duty. The Contracting Authority will examine the situation and attempt to clarify the legal and administrative basis of the difficulty. If the Contracting Authority so directs, the Contractor shall pay the required taxes and duties and file for reimbursement or rebate from the national authorities in accordance with national legislative and administrative procedures.

- 26.5 In the event that the petition for reimbursement or rebate is denied by the national authorities concerned and providing that the Contractor and/or his Sub-contractor have complied with the national legislative and administrative procedures, the Purchaser shall reimburse the full amount of the payment(s) upon receipt of the Contractor's invoice indicating such tax or duty as a separate item of cost and fully identified by reference to any governmental law, regulation and/or instruction pursuant to which such tax or duty is enforced. The Contractor shall offer assistance and execute any such document that may be useful or required to ensure that Purchaser obtains the reimbursement of any tax or duty retained by a national authority.
- 26.6 In the event of the Contractor and/or Sub-contractor not complying with national legislative or administrative procedures, taxes and duties paid by the Contractor and/or Sub-contractors shall not be reimbursed by the Purchaser.
- 26.7 Following payment by the Purchaser of the taxes and/or duties pursuant to Clause 26.4 above, should the Contractor subsequently receive a rebate of any amount paid by the Purchaser, the Contractor shall immediately notify the Purchaser and the amount of such rebate shall be credited or reimbursed to the Purchaser, as directed. The Contractor shall be responsible for taking any and all action that could reasonably be required in order to obtain such rebate.
- 26.8 The Contractor shall be liable for all other taxes, assessments, fees, licences, administrative charges or other Government assessments or charges which are applicable to the performance of this Contract. It is the Contractor's responsibility to inform himself of his liability in each country where such liability may arise.

27. WARRANTY OF WORK (Exclusive of Software)

27.1 For the purpose of this Clause:

- 27.1.1 "Acceptance" shall mean the act of an authorised representative of the Purchaser by which the Purchaser

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assumes title and ownership of delivered Work rendered as partial or complete performance of the Contract. "Acceptance" in this regard, unless specifically provided otherwise in the Contract Contract Special Provisions, means final Acceptance where the Contract provides for Provisional or Partial Acceptance;

- 27.1.2 "Correction" shall mean the elimination of a defect;
- 27.1.3 "Work" shall not include software.
- 27.2 The Contractor shall not be responsible under this Clause for the Correction of Defects in Purchaser Furnished Property, except for Defects in Contractor performed installation, unless the Contractor performs, or is obligated to perform, any modifications or other work on Purchaser Furnished Property. In that event, the Contractor shall be responsible for Correction of Defects that result from the modifications or other Work.
- 27.3 Unless another period of time is indicated in the Contract Contract Special Provisions, the duration of the warranty provided by the Contractor and its Subcontractors shall be twelve (12) months from the date of Acceptance under this Contract as notified in writing by the Contracting Authority.
- 27.4 Any Work or parts thereof corrected or furnished in replacement and any services re-performed shall also be subject to the conditions of this Clause 27 to the same extent as Work initially accepted. The warranty, with respect to these Work, or parts thereof shall be equal in duration to that set forth in Clause 27.3, and shall run from the date of delivery of the corrected or replaced Work.
- 27.5 If the Contractor becomes aware at any time before Acceptance by the Purchaser (whether before or after tender to the Purchaser) or at a later time, that a Defect exists in any Work, the Contractor shall either promptly correct the Defect or promptly notify the Purchaser, in writing, of the Defect, using the same procedures prescribed in Clause 27.8.
- 27.6 The Purchaser will notify in writing the Contractor of the existence of a Failed Component and return to the Contractor the Failed Component within thirty (30) Days of the discovery of such failure. The transport of the Failed Component shall be at the expense of the Purchaser. The notification of the failure will include as much information as practicable about the circumstances and operating environment at the time of the failure. Upon receipt of such notification by the Purchaser (which may precede receipt of the Failed Component), the Contractor shall ship to the location of the Failed Component an identical component for installation by Purchaser personnel. The Contractor shall ship such replacement component(s) Delivery Duty Paid. Such transportation and replenishment charges are included in the cost of line item of the Contract identified as the warranty.
- 27.7 In such rare cases where the Failed Component is either too large to be

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easily transported or the Failed Component cannot be readily identified and isolated within the larger entity, the Contractor shall be notified by the Purchaser of the failure immediately by telephone, fax or e-mail. The Contractor shall provide technical support to the Purchaser personnel in identifying the Failed Component so as to afford the Purchaser the opportunity to return the Failed Component. In such a case where the Failed Component cannot be identified or is not cost effective or practical to ship to the Contractor's facility, the Contractor may elect to send field service personnel to the site of the failure and repair such equipment on location. In this event, such field service personnel shall be dispatched to the site of the failure within forty-eight (48) hours of initial notification. The expense of the technical support and field service shall be borne by the Contractor.

- 27.8 The Contractor shall conduct analysis of all Failed Components which are returned to him by the Purchaser or repaired in the field by Contractor field service personnel to determine the cause of the failure. The Contractor shall issue a report to the Purchaser within thirty (30) days of receipt of a returned item or field repair which contains the results of the analysis. The report shall contain the conclusion of the Contractor as to whether the cause of the failure was due to a Manufacturing Defect or a Design Defect and declare what course of remedial action the Contractor shall implement to prevent further failures of a similar nature. Repetitive failures of the same component may be grounds for a de facto determination by the Purchaser that a Design Defect exists.
- 27.9 If the Purchaser determines that a Design Defect exists in any of the Work accepted by the Purchaser under this Contract, the Purchaser shall promptly notify the Contractor of the Defect, in writing, within ninety (90) days after discovery of the Defect. Upon timely notification of the existence of a Defect, or if the Contractor independently discovers a Design Defect or Manufacturing Defect in accepted Work, the Contractor shall submit to the Purchaser, in writing within thirty (30) days, a recommendation for corrective actions, together with supporting information in sufficient detail for the Purchaser to determine what corrective action, if any, shall be undertaken.
- 27.10 The Contractor shall also prepare and furnish to the Purchaser data and reports applicable to any Correction required under this Clause (including revision and updating of all other affected data and already accepted documentation called for under this Contract) at no increase in the Contract price.
- 27.11 In the event of timely notice of a decision not to correct or only to partially correct, the Contractor shall submit a technical and cost proposal within forty-five (45) days to amend the Contract to permit Acceptance of the affected Work in accordance with the revised requirement, and an equitable reduction in the Contract price shall promptly be negotiated by the Parties and be reflected in a supplemental agreement to this Contract.
- 27.12 Within thirty (30) days after receipt of the Contractor's recommendations for corrective action and adequate supporting information in accordance with

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Clause 27.9, the Purchaser using sole discretion, shall give the Contractor written notice not to correct any Defect, or to correct or partially correct any Defect within a reasonable time.

- 27.13 The Contractor shall promptly comply with any timely written direction from the Purchaser to correct or partially correct a manufacturing or Design Defect, at no increase in the Contract price.
- 27.14 The Purchaser shall give the Contractor a written notice specifying any failure or refusal of the Contractor to:
- 27.14.1 conduct analyses of Failed components and implement a course of remedial action as required by Clauses 27.7 and 27.8;
 - 27.14.2 provide replacement components, technical support or on-location field repair service in accordance with Clauses 27.6 and 27.7; or
 - 27.14.3 prepare and furnish data and reports as required by Clause 27.10.
- 27.15 The notice referred to in Clause 27.14 shall specify a period of time following receipt of the notice by the Contractor in which the Contractor must remedy the failure or refusal specified in the notice.
- 27.16 If the Contractor does not comply with the Purchaser's written notice in Clause 27.14, the Purchaser may by Contract or otherwise:
- 27.16.1 Obtain detailed recommendations for corrective action from its own resources or third parties and either:
 - 27.16.2 correct the Work;
 - 27.16.3 replace the Work, and if the Contractor fails to furnish timely disposition instructions, the Purchaser may dispose of the non-confirming Work for the Purchaser's account in a reasonable manner, in which case the Purchaser is entitled to reimbursement from the Contractor, or from the proceeds, for the reasonable expenses of care and disposition, as well as for excess costs incurred or to be incurred;
 - 27.16.3.1 obtain applicable data and reports; and/or
 - 27.16.3.2 charge the Contractor for the costs incurred by the Purchaser.
- 27.17 In no event shall the Purchaser be responsible for any extension or delays in the scheduled deliveries or periods of performance under this Contract as a result of the Contractor's obligations to correct Defects, nor shall there be any adjustment of the delivery schedule or period of performance as a result of the Correction of Defects unless provided by a supplemental agreement with adequate consideration.

27.18 The rights and remedies of the Purchaser provided in this Clause shall not be affected in any way by any terms or conditions of this Contract concerning the conclusiveness of inspection and Acceptance and are in addition to, and do not limit, any rights afforded to the Purchaser by any other Clause of this Contract or applicable law.

28. RIGHT OF ACCESS, EXAMINATION OF RECORDS

28.1 The Contractor shall give to the Purchaser and/or his representative(s) full and free access to his premises as and when required for the purpose of this Contract and shall ensure the same right of access to the premises of his Sub-contractors, by the inclusion in any such Sub-contracts of a provision substantially as set forth in this Clause.

28.2 The Purchaser and/or his representative(s) shall continue to have such right of access and examination of records as set forth in Clause 28.1 above until final payment under the Contract or the end of the warranty provisions under the Contract, whichever occurs later.

28.3 The expiration of the Purchaser's rights as set forth in Clause 28.2 is further subject to the provisions of Clause 19 (Pricing of Changes, Amendments and Claims), where a three (3) year right is established following the agreement of contractual amendments or the settlement of claims based upon the submission of cost and pricing data.

28.4 The period of access and examination described in Clause 28.1 above for records not related to cost aspects of a dispute or claim but which relate to issues of fact arising under either proceedings under Clause 41 (Disputes) or Clause 42 (Arbitration), or the settlement of claims made by either Party pursuant to the performance of this Contract, shall continue until such appeals, litigation or claims have been disposed of.

29. PATENT AND COPYRIGHT INDEMNITY

29.1 The Contractor shall assume all liability against any and all third party claims that the services, Work and/or parts thereof, in whole or in part, infringe(s) an IPR in force in any countries, arising out of the manufacture, import, export, performance of the services or delivery of Work and/or out of the use or disposal by, or for the account of, the Purchaser of such Services and/or Work. The Contractor shall reimburse and/or indemnify the Purchaser, its officers, agents, employees and/or consultants: (i) for all costs, fees, damages, awards, settlement amounts and any other expenses awarded to the third party right holder against Purchaser and/or the final beneficiaries of the Work in relation to said third party claim; and (ii) for the costs and expenses incurred by the Purchaser in relation to said third party claims, including attorney fees. The Contractor shall be responsible for obtaining any licences necessary for the performance of this Contract and for making all other arrangements required to indemnify

the Purchaser from any liability for IPR infringement in said countries.

29.2 Each Party shall immediately notify the other of any intellectual property infringement claims of which he has knowledge and which pertain to the Work under this Contract.

29.3 This indemnity shall not apply under the following circumstances:

29.3.1 Patents or copyright which may be withheld from issue by order of the applicable government whether due to security regulations or otherwise;

29.3.2 An infringement resulting from specific written instructions from the Purchaser under this Contract;

29.3.3 An infringement resulting from changes made to the Work by the Purchaser without the Contractor prior written consent;

29.3.4 An infringement resulting from changes or additions to the Work subsequent to final delivery and Acceptance under this Contract.

30. INTELLECTUAL PROPERTY

30.1 *Purchaser Background IPR*

30.1.1 The Contractor is licensed to use, non-exclusively and royalty-free any Purchaser Background IPR that is or will be made available for the sole purpose of carrying out the Work.

30.1.2 The Contractor shall not use any Purchaser Background IPR other than for the purpose of carrying out the Work without the prior written agreement of the Purchaser. Any such agreement shall include the terms relating to such use.

30.1.3 The Purchaser gives no warranty as to the validity of any Purchaser Background IPR. The Contractor shall not do anything or act in any way which is inconsistent with or prejudicial to the ownership by the Purchaser of any Purchaser Background IPR.

30.2 *Contractor Background IPR*

30.2.1 Any use of Contractor Background IPR for the purpose of carrying out the Work pursuant to the Contract shall be free of any charge to Purchaser. The Contractor hereby grants to NATO a non-exclusive, royalty-free and irrevocable licence to use and authorise others to use any Contractor Background IPR for the purpose of exploiting or otherwise using the Foreground IPR.

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30.2.2 Any use of Contractor Background IPR is not limited to the number of users or the number of licenses required by the Contract for the use of system. The Purchaser reserves the right to use the Contractor Background IPR for any number of users and number of licenses as required, at no additional cost to the Purchaser.

30.3 ***Foreground IPR***

30.3.1 All Foreground IPR is the property of the Purchaser on behalf of NATO. Consequently, no statement shall be made restricting the rights of the Purchaser in the Foreground IPR.

30.3.2 The Contractor shall ensure that suitable arrangements are in place between its employees, agents, consultants and itself regarding Foreground IPR generated by said employees, agents, Subcontractors and consultants to allow the Contractor to fulfil its obligations under Clause 30.3.1 above.

30.3.3 The Contractor shall be entitled to use Foreground IPR on a non-exclusive, royalty free basis solely for the purpose of carrying out the Work.

30.3.4 The Contractor shall not use any Foreground IPR other than for the purpose of carrying out the Work without the Purchaser's prior written agreement. Any such agreement shall include terms relating to such use.

30.3.5 The Contractor shall provide the Purchaser, at the latest upon delivery of the Work and thereafter for the duration of the warranty and any purchased CLS agreement period, with full documented records of information in relation to the Work, including but not limited to, all drawings, specifications and other data that is necessary or useful to further develop, maintain and operate the Work.

30.3.6 The Contractor shall:

30.3.6.1 do all things necessary and sign all necessary or useful documents to enable the Purchaser to obtain the registration of the Foreground IPR as the Purchaser may require and select; and

30.3.6.2 to execute any formal assignment or other documents as may be necessary or useful to vest title to any Foreground IPR in the Purchaser.

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30.3.7 The Contractor undertakes:

30.3.7.1 to notify the Purchaser promptly of any invention or improvement to an invention or any design conceived or made by the Contractor; and

30.3.7.2 to provide the Purchaser with such information as the Purchaser may reasonably request in order to: (i) determine the patentability of such invention or improvement; (ii) assess the need for registering such invention or improvement; and (iii) evaluate the potential value to the Purchaser of such a patent or registration if issued.

30.3.8 If the Purchaser determines that it wishes to apply for one or more patents for the disclosed invention or improvement or for a registration for the disclosed design, it will prosecute such application(s) at its own expense. The Contractor undertakes to provide the Purchaser, at the Purchaser's expense, with such information and assistance as the Purchaser shall reasonably require to prosecute such application(s).

30.4 ***Third Party IPR***

30.4.1 Any use of Third Party IPR for the purpose of carrying out the Work pursuant to the Contract shall be free of any charge to the Purchaser. The Contractor hereby grants to NATO a non-exclusive, royalty-free and irrevocable licence to use and authorise others to use any Third Party IPR for the purpose of exploiting or otherwise using the Foreground IPR.

30.4.2 With the exception of COTS items, any use of Third Party IPR is not limited to the number of users or the number of licenses required by the Contract for the use of system. With the exception of COTS items, the Purchaser reserves the right to use the Third Party IPR for any number of users and number of licenses as required, at no additional cost to the Purchaser.

30.4.3 For COTS items, the Contractor shall be responsible for obtaining licences from the Third Party in line with the requirements of the Statement of Work (including numbers and locations of licences).

30.4.4 Where Third Party IPR is the subject of a licence or other agreement between the third party and the Purchaser or the Contractor, the Contractor shall not use any Third Party IPR for the purposes of carrying out work pursuant to the Contract

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without the prior written approval of the Purchaser. Contractor shall inform Purchaser in advance of any restrictions on the Purchaser's use.

30.4.5 If, after the award of the Contract, the Contractor becomes aware of the existence of any Third Party IPR which the Contractor is using or believes is needed for the performance of the Contract, the Contractor shall immediately give the Purchaser a written report identifying such IPR and if they are compliant with the other provisions in the contract. Any Third Party IPR under this clause is subject to the prior written approval by the Purchaser.

30.4.6 The Purchaser may consider open source solutions alongside proprietary ones in developments provided that such solutions are fully compliant with the requirements of this Contract. Contractor shall disclose in advance the open source license associated with the contemplated open source solution. The Purchaser reserves the right to refuse the incorporation of open source solutions that are deemed inadequate for incorporation in a NATO application (e.g. post-back obligations).

30.5 Subcontractor IPR

30.5.1 When placing a Sub-contract which is concerned with or involves the creation of IPR, the Contractor shall ensure that the Sub-contractor enters into the same agreement for the use of the IPR as stipulated in this Contract in such a way that the Purchaser will be entitled to use the IPR as agreed between the Purchaser and the Contractor. The Contractor shall include in the Sub-contract the content of the provisions of this Clause.

31. SOFTWARE WARRANTY

31.1 Statement of the Warranties

31.1.1 The Contractor warrants that each Software delivered under this Contract will conform to all requirements specified in the Contract. This will also include Software design specifications, including software configuration.

31.1.2 Regardless of the Purchaser initiation of or participation in developing Software design or specifications, each Software delivered under this Contract will conform to the essential Performance requirements set forth in this Contract, as those essential Performance requirements measured,

tested, and verified by tests and procedures set forth in this Contract.

31.2 Notification Requirement

31.2.1 The Contractor agrees to notify the Purchaser in writing immediately after he first discovers that a defect(s) may exist in Software delivered under this Contract, unless the Purchaser has first notified the Contractor, in writing, of the same defect(s).

31.2.2 The Purchaser shall notify the Contractor upon discovery that a defect(s) may exist in any Software accepted by the Purchaser under this Contract, unless the Contractor has first notified the Purchaser, in writing of the same defect(s).

31.3 Duration of the Warranty

31.3.1 For each Software delivered under this Contract, the Contractor Warranties stated in paragraph 31.1 above shall extend to all defects discovered within 12 months from the date of acceptance of the Software by the Purchaser.

31.4 Purchaser Remedies for Breach

31.4.1 The rights and remedies of the Purchaser under this Software Warranty:

31.4.2 Are in addition to any rights and remedies of the Purchaser under any other provision of this Contract, including, but not limited to, the Purchaser's rights in relation to latent defects, fraud, or gross mistakes that amount to fraud; and

31.4.3 Shall apply notwithstanding inspection, acceptance, or any other clauses or terms of this Contract;

31.4.4 In the event of any defect as defined herein with respect to a Software delivered under this Contract, the Purchaser, in its sole discretion may:

31.4.4.1 Require the Contractor to take such action as may be necessary to eliminate the defect, at no additional cost to the Purchaser for materials, labour, transportation, or otherwise;

31.4.4.2 Require the Contractor to supply, at no additional cost to the Purchaser, all materials and instructions necessary for the Purchaser to eliminate the defect and to pay costs reasonably incurred by the Purchaser in taking such action as

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may be necessary to eliminate the defect, or;

31.4.4.3 Equitably reduce the contract price

31.4.5 The Purchaser may elect the remedies provided in paragraph 31.4.4.1 or 31.4.4.2 above notwithstanding any dispute respecting the existence of or responsibility for any alleged defect as defined herein with respect to any Software delivered under this contract, provided that the Contractor will not be required to pay costs incurred by the Purchaser under paragraph 31.4.4.2 until final determination of the defect. In the event that the alleged defect is subsequently determined not to be a defect subject to this warranty but the Contractor has incurred costs under paragraph 31.4.4.1 and 31.4.4.2 as required by the Contract by virtue of this paragraph 31.4.3, the contract price under this contract shall be equitably adjusted.

31.4.6 Election by the Purchaser of the remedy provided under paragraph 31.4.4.1 and 31.4.4.2 above shall not preclude subsequent election of a different remedy under paragraph 31.4.4 if the defect is not successfully eliminated under the prior election with one month of the notification under paragraph 31.4.2 above.

31.5 Limitations and Exclusions from Warranty Coverage

31.5.1 This Software Warranty shall not apply to alleged defects that the Contractor demonstrates to be in or otherwise attributable to the Purchaser furnished property as determined, tested, and verified by the tests and procedures set forth in this Contract. Notwithstanding this paragraph , a defect is not attributable to Purchaser furnished property if it is the result of installation or modification of Purchaser furnished property by the Contractor or of the integration of Purchaser furnished property into any Software delivered under this Contract.

31.5.2 Any Purchaser Furnished Property needs to be checked and approved by the Contractor. Approval is implied once the Contractor starts using the Purchaser Furnished Property.

31.6 Markings

31.6.1 All Deliverables under this Contract will identify the owner of the Deliverable and if applicable, will prominently include notice of the existence of its warranty, its substance, its duration, and instructions to notify the Purchaser promptly if the Software is found to be defective. The markings should also be included in

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the operating and/or maintenance manuals or instructions accompanying such Software.

- 31.6.2 All Deliverables regardless of the media they are delivered onto and which are subject to export control restrictions shall be clearly marked indicating the type and nature of restriction as well as the national law imposing such restrictions. Nothing in this provision is intended to invalidate, void, or otherwise limit the rights of the Purchaser under this Contract.

32. NATO CODIFICATION

- 32.1 For the purposes of this Clause "Technical Data" means the drawings, specifications and technical documentation of those items designated by the Purchaser to support the equipment covered by the Contract, and required to fully identify the items and, if applicable, draft item identifications to the extent and in the form to be agreed between the Codification Authority and the Contractor.
- 32.2 In order to ensure the orderly identification of equipment, the Contractor shall furnish at the request of the Codification Authority the Technical Data required for the identification of the items of supply to the NATO codification system in the time scale stated in this Contract.
- 32.3 A recommended spare parts list or a similar data carrier prepared in accordance with instructions provided by the Purchaser as the basis for codification shall be supplied by the Contractor by the date established in this Contract.
- 32.4 The Contractor shall supply or require his Sub-contractor(s)/supplier(s) to supply on request for the period of time specified in the Contract the relevant Technical Data for all items and sub-contracted items to the Codification Authority and the Purchaser. The Contractor shall require that each Sub-contractor/supplier shall include identical conditions in any subsequent order which he may place.
- 32.5 The drawings, specifications, related documentation and, if applicable, draft item identifications, prepared when possible by the true manufacturer of the item, shall be supplied by the Contractor or his Sub-contractor(s)/supplier(s) direct to the Codification Authority and, if required, to the Purchaser as and when they become available or, at the latest within the time limits specified in the Contract. The Contractor shall inform the Codification Authority and Purchaser within 21 Days of receipt of the request if the required Technical Data are not immediately available, and shall impose a similar obligation upon his Sub-contractor(s)/supplier(s).

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- 32.6 Except as hereinafter provided, the Contractor shall require the Sub-contractor(s)/supplier(s) to furnish on request the information direct to the Codification Authority in the Sub-contractor(s)/supplier(s)' country, but the Contractor shall remain responsible for ensuring that the information is so furnished. In the event of a Sub-contract order being placed with a manufacturer in a non-NATO country, the Contractor shall be responsible for obtaining Technical Data from the Sub-contractor/supplier and furnishing it to the Purchaser.
- 32.7 Technical Data relating to any Sub-contractor's/supplier's items shall include but not be limited to the name and address of the true manufacturer(s), his/their true reference number(s), drawing or item Part number(s) and applicable data in addition to any Part or reference number(s) allocated by the Contractor, plus draft item identification(s) if required by the Codification Authority.
- 32.8 The Contractor shall provide the Technical Data required for codification of those items ordered with this Contract and also for the pertaining support items ordered with future contracts, including updating information regarding all agreed modifications, design or drawing changes made to the equipment or detailed Parts.
- 32.9 If the Contractor has previously supplied Technical Data (for the purpose stated in Clause 31.2), the Contractor is to state this fact and indicate to whom they were supplied and the Contractor shall not under normal circumstances be required to make a further supply of the Technical Data already provided. The Technical Data furnished by the Contractor and Sub-contractor(s)/supplier(s) are to be presented in accordance with the requirements for the preparation of item identification(s) as outlined in the Guide for Industry provided by the Codification Authority.
- 32.10 The Contractor should contact the Codification Authority for any information concerning the NATO codification system. This information is to be found at: "http://www.nato.int/structur/ac/135/ncs_guide/e_guide.htm"

32.11 Markings

- 32.11.1 All Deliverables under this Contract will identify the owner of the Deliverable and, if applicable, will prominently include notice of the existence of its warranty, its substance, its duration, and instructions to notify the Purchaser promptly if the Software is found to be defective. The markings should also be included in the operating and/or maintenance manuals or instructions accompanying such Software.
- 32.11.2 All Deliverables regardless of the media they are delivered onto

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and which are subject to export control restrictions shall be clearly marked indicating the type and nature of restriction as well as the national law imposing such restrictions. Nothing in this provision is intended to invalidate, void, or otherwise limit the rights of the Purchaser under this Contract.

33. RELEASE FROM CLAIMS

33.1 Prior to final payment under this Contract, the Contractor and each assignee under this Contract shall execute and deliver a release discharging the Purchaser, its officers, agents and employees from all liabilities, obligations and claims arising out of or under this Contract subject only to the following exceptions:

33.1.1 specified claims in stated amounts or in estimated amounts where the amounts are not susceptible to exact statement by the Contractor;

33.1.2 claims for reimbursement of costs (other than expenses of the Contractor by reason of his indemnification of the Purchaser against patent liability) including reasonable expenses incidental thereto, incurred by the Contractor under the provisions of this Contract relating to patents.

33.1.3 a patent infringement resulting from specific written instructions from the Purchaser under this Contract.

33.1.4 a patent infringement resulting from changes or additions to the goods and services subsequent to final delivery and acceptance under this Contract.

34. ASSIGNMENT OF CONTRACT

34.1 The Purchaser reserves the right to assign this Contract, in whole or in part, to another NATO body, agency or representative within NATO or NATO Nations. In such a case, the Purchaser shall notify the Contractor accordingly in writing.

34.2 NATO shall remain responsible for its obligations under the Contract and for the actions of the body, agency or representative to which this Contract may be assigned.

35. TRANSFER AND SUB-LETTING

35.1 The Contractor shall not give, bargain, sell, assign, sub-let or otherwise dispose of the Contract or any part thereof or the benefit or advantage of the

Contract or any part thereof without the prior written consent of the Purchaser.

36. PURCHASER DELAY OF WORK

36.1 If the performance of all or any part of the Work is delayed or interrupted by an act of the Purchaser in the administration of this Contract, which act is not expressly or implicitly authorised by this Contract, or by the Purchaser's failure to act within the time specified in this Contract (or within a reasonable time if no time is specified), an adjustment shall be made for any increase in the cost of performance of this Contract caused by such delay or interruption and the Contract modified in writing accordingly.

36.2 Adjustment shall be made also in the delivery or performance dates and any other contractual provision affected by such delay or interruption. However, no adjustment shall be made under this Clause for any delay or interruption:

36.2.1 to the extent that performance would have been delayed or interrupted by any other cause, including the fault or negligence of the Contractor; or

36.2.2 for which an adjustment is provided or excluded under any other provision of this Contract.

36.3 No claim under this Clause shall be allowed:

36.3.1 if the Contractor has failed to notify the Purchaser in writing of the act or failure to act, indicating that this act or failure to act will result in a delay or increased costs;

36.3.2 for any costs incurred more than twenty (20) Days before the Contractor shall have notified the Purchaser in writing of the act or failure to act involved; and

36.3.3 unless the monetary claim, in an amount stated, is asserted in writing as soon as practicable after the termination of such delay or interruption, but not later than the date of final payment under the Contract.

37. CONTRACTOR NOTICE OF DELAY

37.1 In the event that the Contractor encounters difficulty in complying with the Contract schedule date(s) for whatever reason, including actual or potential labour disputes, the Contractor shall immediately notify the Contracting Authority in writing, giving pertinent details. This data shall be deemed to be informational in character and shall not be construed as a waiver by the Purchaser of any schedule or date, or of any rights or remedies provided by law or under this Contract.

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37.2 Notwithstanding the above the Contractor shall be deemed to be in delay without notice from the Purchaser and only by simple expiry of the due date.

38. LIQUIDATED DAMAGES

38.1 If the Contractor:

38.1.1 fails to meet the delivery schedule of the Work or any performance milestones specified in the Schedule of Work to this Contract, or any extension thereof, or

38.1.2 fails to obtain acceptance of the delivered Work as specified in the Contract, or, if no time for acceptance is specified in the contract within a reasonable time after work is delivered.

the actual damage to the Purchaser for the delay will be difficult or impossible to determine. Therefore, in lieu of actual damages the Contractor shall pay to the Purchaser, for each day of delinquency in achieving the deadline or milestone, fixed and agreed liquidated damages of .1% (one tenth of per cent) per day of the associated payment set forth in the Schedule of Payments provided in the Contract Special Provisions. If no Schedule of Payments is specifically set forth in the Contract Special Provisions, the liquidated damages will be assessed against the price of the applicable contract line item (CLIN) of the Schedule of Supplies, Services and Prices.

38.2 In addition to the liquidated damages referred to above, the Purchaser shall have the possibility of terminating this Contract in whole or in part, as provided in Clause 39 (Termination for Default). In the event of such termination, the Contractor shall be liable to pay the excess costs provided in Clause 38.5.

38.3 The Contractor shall not be charged with liquidated damages when the delay arises out of causes beyond the control and without the fault or negligence of the Contractor as defined in Clause 39.6 (Termination for Default). In such event, subject to the provisions of Clause 41 (Disputes), the Purchaser shall ascertain the facts and extent of the delay and shall extend the time for performance of the Contract when in his judgement the findings of the fact justify an extension.

38.4 Liquidated damages shall be payable to the Purchaser from the first day of delinquency and shall accrue at the rate specified in Clause 38.1 to 20% of the value of each line item individually not to exceed 15% of the value of the total Contract. These liquidated damages shall accrue automatically and without any further notice being required.

38.5 The rights and remedies of the Purchaser under this clause are in addition to any other rights and remedies provided by law or under this Contract.

39. TERMINATION FOR DEFAULT

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- 39.1 The Purchaser may, subject to Clause 39.6 below, by written notice of default to the Contractor, terminate the whole or any part of this Contract if the Contractor, inclusive but not limited to:
- 39.1.1 fails to make delivery of all or part of the Work within the time specified in the contract or any agreed extension thereof;
 - 39.1.2 fails to make progress as to endanger performance of this Contract in accordance with its terms;
 - 39.1.3 fails to meet the technical requirements or the Specifications of the Contract;
 - 39.1.4 fails to comply with Clause 11 (Security);
 - 39.1.5 transfer this Contract without the Purchaser's prior written consent;
 - 39.1.6 breaches any provision of this Contract; or
- 39.2 In the case of any of the circumstances set forth in Clause 39.1 above, the Purchaser shall issue a letter to the Contractor stating that an actual or potential default exists and requiring a response from the Contractor within ten (10) Days that identifies:
- 39.2.1 in the case of late delivery of Work, when the Contractor shall deliver the Work and what circumstances exist which may be considered excusable delays under Clause 39.6.
 - 39.2.2 in the case of the other circumstances identified in Clause 39.1 above, what steps the Contractor is taking to cure such failure(s) within a period of ten Days (or such longer period as the Purchaser may authorise in writing) after receipt of notice in writing from the Purchaser specifying such failure and identifying any circumstances which exist which may be considered excusable under Clause 39.6.
- 39.3 The Purchaser shall evaluate the response provided by the Contractor or, in the absence of a reply within the time period mentioned in Clause 39.2, all relevant elements of the case, and make a written determination within a reasonable period of time that:
- 39.3.1 sufficient grounds exist to terminate the Contract in whole or in part in accordance with this Clause and that the Contract is so terminated;

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- 39.3.2 there are mitigating circumstances and the Contract should be amended accordingly; or
 - 39.3.3 the Purchaser will enter a period of forbearance in which the Contractor must show progress, make deliveries, or comply with the Contract provisions as specified by the Purchaser. The Purchaser may apply other remedial actions as provided by this Contract during such period of forbearance. This period of forbearance shall in no event constitute a waiver of Purchaser's rights to terminate the Contract for default.
- 39.4 At the end of the period of forbearance, which may be extended at the Purchaser's discretion, the Purchaser may terminate this Contract in whole or in part as provided in Clause 39.1 if the Contractor has not made adequate progress, deliveries or compliance with the Contract provisions which were the terms of the period of forbearance.
- 39.5 In the event the Purchaser terminates this Contract in whole or in part, as provided in Clause 39.1, the Purchaser may procure, upon such terms and in such manner as the Purchaser may deem appropriate, Work similar to those so terminated, and the Contractor shall be liable to the Purchaser for any excess costs for such similar Work; however, the Contractor shall continue the performance of this Contract to the extent not terminated under the provisions of this clause.
- 39.6 Except with respect to the default of Sub-contractors, the Contractor shall not be held liable for a termination of the Contract for default if the failure to perform the Contract arises out of causes beyond the control and without the fault or negligence of the Contractor.
- 39.6.1 Such causes may include, but are not restricted to, acts of God, acts of the public enemy, acts of the Purchaser in its contractual capacity, acts of sovereign governments which the Contractor could not reasonably have anticipated, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, and unusually severe weather; but in every case the failure to perform must be beyond the control and without the fault or negligence of the Contractor.
 - 39.6.2 If the failure to perform is caused by the default of a Sub-contractor, and if such default arises out of causes beyond the control of both the Contractor and Sub-contractor, without the fault or negligence of either of them, the Contractor shall not be held liable for a termination for default for failure to perform unless the Work to be furnished by the Sub-contractor were obtainable from other sources in sufficient time to permit

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the Contractor to meet the required delivery schedule.

39.7 If this Contract is terminated as provided in Clause 39.1, the Purchaser, in addition to any other rights provided in this Clause and the Contract, may require the Contractor to transfer title and deliver to the Purchaser, in the manner and to the extent directed by the Purchaser:

39.7.1 any completed Work with associated rights ;

39.7.2 such partially completed Work, materials, Parts, tools, dies, jigs, fixtures, plans, drawings, information, and Contract rights (hereinafter called "Manufacturing materials") with associated rights as the Contractor has specifically produced or specifically acquired for the performance of such part of this Contract as has been terminated;

39.8 In addition to Clause 39.7, the Contractor shall, upon direction of the Purchaser, protect and preserve property in the possession of the Contractor in which the Purchaser has an interest.

39.9 Payment for completed Work delivered to and accepted by the Purchaser shall be at the Contract price.

39.10 Payment for manufacturing materials delivered to and accepted by the Purchaser and for the protection and preservation of property shall be in an amount agreed upon by the Contractor and Purchaser, failure to agree to such amount shall be a dispute within the meaning of Clause 41 (Disputes).

39.11 The Purchaser may withhold from amounts otherwise due to the Contractor for such completed Work or manufacturing materials such sum as the Purchaser determines to be necessary to protect the Purchaser against loss because of outstanding liens or claims of former lien holders.

39.12 If, after notice of termination of this Contract under the provisions of this Clause, it is determined for any reason that the Contractor was not in default under the provisions of this Clause, or that the default was excusable under the provisions of this Clause, the rights and obligations of the Parties shall be the same as if the notice of termination had been issued pursuant to Clause 40 (Termination for the Convenience of the Purchaser).

39.13 If after such notice of termination of this Contract under the provisions of this Clause, it is determined for any reason that the Contractor was not in default under the provisions of this Clause and that the Parties agree that the Contract should be continued, the Contract shall be equitably adjusted to compensate for such termination and the Contract modified accordingly. Failure to agree to any such adjustment shall be a dispute within the meaning of Clause 41 (Disputes).

39.14 The rights and remedies of the Purchaser provided in this Clause shall not be

exclusive and are in addition to any other rights and remedies provided by law or under this Contract.

40. TERMINATION FOR THE CONVENIENCE OF THE PURCHASER

- 40.1 The performance of Work under this Contract may be terminated by the Purchaser in accordance with this Clause in whole, or from time to time in part, whenever the Purchaser shall determine that such termination is in the best interest of the Purchaser.
- 40.2 Any such termination shall be effected by delivery to the Contractor of a written notice of termination, signed by the Contracting Authority, specifying the extent to which performance of Work under the Contract is terminated, and the date upon which such termination becomes effective.
- 40.3 After receipt of a Notice of Termination and except as otherwise directed by the Contracting Authority, the Contractor shall:
 - 40.3.1 stop the Work on the date and to the extent specified in the notice of termination;
 - 40.3.2 place no further orders or Sub-contracts for Work, Parts, materials, services or facilities, except as may be necessary for completion of such portion of the Work under the Contract as is not terminated;
 - 40.3.3 terminate all orders and Sub-contracts to the extent that they relate to the performance of Work terminated by the Notice of Termination;
 - 40.3.4 assign to the Purchaser, in the manner, at the times and to the extent directed by the Purchaser, all of the right, title and interest of the Contractor under the orders and Sub-contracts so terminated, in which case the Purchaser shall have the right, in its discretion, to settle or pay any or all claims arising out of the termination of such orders and Sub-contracts;
 - 40.3.5 settle all outstanding liabilities and all claims arising out of such termination of orders and Sub-contracts, with the approval or ratification of the Purchaser to the extent he may require, which approval or ratification shall be final for all the purposes of this Clause;
 - 40.3.6 transfer title and deliver to the Purchaser in the manner, at the times, and to the extent, if any, directed by the Contracting Authority of:

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- 40.3.6.1 the fabricated parts, work in process, completed work, Work, and other material produced as a part of, or acquired in connection with the performance of the Work terminated by the notice of termination, and
- 40.3.6.2 the completed or partially completed plans, drawings, information, and other property which, if the Contract had been completed, would have been required to be furnished to the Purchaser;
- 40.3.7 use his best efforts to sell, in the manner, at the times, to the extent, and at the price or prices directed or authorised by the Contracting Authority, any property of the types referred to in Clause 40.3.6 above. However, the Contractor:
 - 40.3.7.1 shall not be required to extend credit to any Buyer; and
 - 40.3.7.2 may acquire any such property under the conditions prescribed by and at a price or prices approved by the Purchaser; and provided further that the proceeds of any such transfer or disposition shall be applied in reduction of any payments to be made by the Purchaser to the Contractor under this Contract or shall otherwise be credited to the price or cost of the Work or paid in such manner as the Contracting Authority may direct;
- 40.3.8 complete performance of such part of the Work as shall not have been terminated by the Notice of Termination; and
- 40.3.9 take such action as may be necessary, or as the Purchaser may direct, for the protection and preservation of the property related to this Contract which is in the possession of the Contractor and in which the Purchaser has or may acquire an interest.
- 40.4 The Contractor may submit to the Purchaser a list, certified as to quantity and quality, of any or all items of termination inventory not previously disposed of, exclusive of items the disposition of which has been directed or authorised by the Purchaser, and may request the Purchaser to remove such items or enter into a storage agreement covering the same; provided that the list submitted

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shall be subject to verification by the Purchaser upon removal of the items, or if the items are stored, within forty-five (45) Days from the date of submission of the list, and any necessary adjustment to correct the list as submitted shall be made prior to final settlement.

- 40.5 After receipt of a notice of termination, the Contractor shall submit to the Purchaser his termination Claim for the Work covered by the notice of termination, in the form and with certification prescribed by the Purchaser. Such claim shall be submitted promptly but in no event later than six (6) months from the effective date of termination, unless one or more extensions are granted in writing by the Purchaser, upon request of the Contractor made in writing within such six-month period or authorised extension thereof. However, if the Purchaser determines that the facts justify such action, the Purchaser may receive and act upon any such termination claim at any time after such six-month period or any extension thereof. Upon failure of the Contractor to submit his termination claim within the time allowed, the Purchaser may determine on the basis of information available to him, the amount, if any, due to the Contractor by reason of the termination and shall thereupon pay to the Contractor the amount so determined.
- 40.6 Subject to the provisions of Clause 40.5, the Contractor and the Purchaser may agree upon the whole or any part of the amount or amounts to be paid to the Contractor by reason of the total or partial termination of Work pursuant to this Clause, which amount or amounts may include a reasonable allowance for profit on work done; provided that such agreed amount or amounts exclusive of settlement costs shall not exceed total Contract price as reduced by the amount of payments otherwise made and as further reduced by the Contract price of the Work not terminated. The Contract shall be amended accordingly and the Contractor shall be paid the amount agreed.
- 40.7 In the event of the failure of the Contractor and the Purchaser to agree as provided in Clause 40.6 upon the whole amount to be paid to the Contractor by reason of the termination of Work pursuant to Clause 40, the Purchaser shall pay to the Contractor the amounts determined by the Purchaser as follows, but without duplication of any amounts agreed upon in accordance with Clause 40.6 the total of:
- 40.7.1 for completed Work accepted by the Purchaser (or sold or acquired as provided in Clause 40.3 above) and not therefore paid for, a sum equivalent to the aggregate price for such Work computed in accordance with the price or prices specified in the Contract, appropriately adjusted for any saving of freight or other charges;
 - 40.7.2 the costs incurred in the performance of the Work terminated including initial costs and preparatory expense allocable thereto, but exclusive of any costs attributable

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to Work paid or to be paid for under Clause 40.7.1;

- 40.7.3 the cost of settling and paying claims arising out of the termination of work under Sub-contracts or orders, as provided in Clause 40.3.5, which are properly chargeable to the terminated portion of the Contract, exclusive of amounts paid or payable on account of Work or materials delivered or services furnished by Sub-contractors or vendors prior to the effective date of the notice of termination, which amounts shall be included in the costs payable under Clause 40.7.2; and
 - 40.7.4 a sum, as profit on Clause 40.7.1 above, determined by the Purchaser to be fair and reasonable; provided, however, that if it appears that the Contractor would have sustained a loss on the entire Contract, had it been completed, no profit shall be included or allowed and an appropriate adjustment shall be made reducing the amount of the settlement to reflect the indicated rate of loss; and
 - 40.7.5 the reasonable costs of settlement, including accounting, legal, clerical and other expenses reasonably necessary for the preparation of settlement claims and supporting data with respect to the terminated portion of the Contract and for the termination and settlement of Sub-contracts there under, together with reasonable storage, transportation, and other costs incurred in connection with the protection, or disposition of property allocable to this Contract.
- 40.8 The total sum to be paid to the Contractor under Clause 40.7 shall not exceed the total Contract price as reduced by the amount of payments otherwise made and as further reduced by the Contract price of Work not terminated.
- 40.9 Except for normal spoilage, and except to the extent that the Purchaser shall have otherwise expressly assumed the risk of loss, there shall be excluded from the amounts payable to the Contractor, as provided in Clause 40.7 above, the fair value, as determined by the Purchaser, of property which is destroyed, lost, stolen, or damaged so as to become undeliverable to the Purchaser, or to a buyer pursuant to Clause 40.3.7 above.
- 40.10 The Contractor shall have the right to dispute, under the Clause 41 (Disputes), any determination made by the Purchaser under Clauses 40.5 and 40.7, except that if the Contractor has failed to submit his claim within the time provided in Clause 40.5 and has failed to request extension of such time, the Contractor shall be foreclosed from his right to dispute said determination. In

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any case where the Purchaser has made a determination of the amount due under Clauses 40.5 and 40.7, the Purchaser shall pay the Contractor the following:

40.10.1 if there is no right of appeal hereunder or if no timely appeal has been taken, the amount so determined by the Purchaser, or

40.10.2 if an appeal has been taken, the amount finally determined on such appeal.

40.11 In arriving at the amount due to the Contractor under this Clause there shall be deducted:

40.11.1 all unliquidated advance or other payments on account theretofore made to the Contractor, applicable to the terminated portion of this Contract;

40.11.2 any claim which the Purchaser may have against the Contractor in connection with this Contract; and

40.11.3 the agreed price for, or the proceeds of the sale of, any materials, Work, or other things acquired by the Contractor or sold, pursuant to the provisions of this Clause, and not otherwise recovered by or credited to the Purchaser.

40.12 If the termination hereunder is partial, prior to the settlement of the terminated portion of this Contract, the Contractor may file with the Purchaser, in accordance with Clause 16 (Changes), a request in writing for an equitable adjustment of the price or prices relating to the continued portion of the Contract (the portion not terminated by the notice of termination), and such equitable adjustment as may be agreed upon shall be made in such price or prices.

40.13 The Purchaser may from time to time, under such terms and conditions as it may prescribe, make partial payments and payments on account against costs incurred by the Contractor in connection with the terminated portion of this Contract whenever in the opinion of the Purchaser the aggregate of such payments shall be within the amount to which the Contractor will be entitled hereunder. If the total of such payment is in excess of the amount finally agreed or determined to be due under this Clause, such excess shall be payable by the Contractor to the Purchaser upon demand, together with interest calculated using the average of the official base rate(s) per annum of the deposit facility rate as notified by the European Central Bank or such other official source as may be determined by the Purchaser, for the period from the date the excess is received by the Contractor to the date such excess is repaid to the Purchaser, provided, however, that no interest shall be charged with respect to any such excess payment attributed to a reduction in the

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Contractor's claim by reason of retention or other disposition of termination inventory until ten days after the date of such retention or disposition or such later date as determined by the Purchaser by reason of the circumstances.

40.14 Unless otherwise provided for in this Contract, the Contractor, from the effective date of termination and for a period of three years after final settlement under this Contract, shall preserve and make available to the Purchaser at all reasonable times at the office of the Contractor, but without direct charge to the Purchaser, all his books, records, documents, computer files and other evidence bearing on the costs and expenses of the Contractor under this Contract and relating to the work terminated hereunder, or, to the extent approved by the Purchaser, photographs, micro-photographs, or other authentic reproductions thereof.

41. DISPUTES

41.1 Except to the extent to which special provision is made elsewhere in the Contract, all disputes, differences or questions which are not disposed of by agreement between the Parties to the Contract with respect to any matter arising out of or relating to the Contract, other than a matter as to which the decision of the Contracting Authority under the Contract is said to be final and conclusive, shall be decided by the Contracting Authority. The Contracting Authority shall reduce his decision to writing and mail or otherwise furnish a copy thereof to the Contractor.

41.2 The Contracting Authority shall not proceed with the evaluation and decision in respect of any claim until and unless the Contractor has submitted the attestation as foreseen in Clause 18 (Claims), as well as the complete proof and evidence of the claim (either by submission or by identification of the relevant documentation).

41.3 The Contracting Authority's decision shall be final and conclusive unless, within 30 Days from the date of receipt of such copy, the Contractor mails or otherwise furnishes to the Contracting Authority his decision to open arbitration proceedings in accordance with the Clause 42 (Arbitration). The burden of proof for both receipt and delivery of such documentation shall be by signed and dated registered mail receipt or by hand receipt as acknowledged and signed by the Contracting Authority.

41.4 Pending final decision of a dispute, the Contractor shall proceed diligently with the performance of the Contract, unless otherwise instructed by the Contracting Authority.

42. ARBITRATION

42.1 Within a period of thirty days from the date of receipt of the notification referred to in Clause 41.3 above, the Parties shall jointly appoint an arbitrator. In the event of failure to appoint an arbitrator, the dispute or disputes shall be

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submitted to an Arbitration Tribunal consisting of three arbitrators, one being appointed by the Purchaser, another by the other contracting party and the third, who shall act as President of the Tribunal, by these two arbitrators. Should one of the Parties fail to appoint an arbitrator during the fifteen days following the expiration of the first period of thirty days, or should the two arbitrators be unable to agree on the choice of the third member of the Arbitration Tribunal within thirty days following the expiration of the said first period, the appointment shall be made, within twenty-one days, at the request of the Party instituting the proceedings, by the Secretary General of the Permanent Court of Arbitration at The Hague.

- 42.2 Regardless of the procedure concerning the appointment of this Arbitration Tribunal, the third arbitrator will have to be of a nationality different from the nationality of the other two members of the Tribunal.
- 42.3 Any arbitrator must be of the nationality of any one of the member states of NATO and shall be bound by the rules of security in force within NATO.
- 42.4 Any person appearing before the Arbitration Tribunal in the capacity of an expert witness shall, if he is of the nationality of one of the member states of NATO, be bound by the rules of security in force within NATO. If he is of another nationality, no NATO classified documents or information shall be communicated to him.
- 42.5 An arbitrator, who, for any reason whatsoever, ceases to act as an arbitrator, shall be replaced under the procedure laid down in Clause 42.1 above.
- 42.6 The Contractor agrees to submit to the Arbitration Tribunal only such issues, facts, evidence and proof which the Contractor had beforehand identified and submitted to the Contracting Authority for decision in accordance with Clause 41 (Disputes). The jurisdictional authority of the Arbitration Tribunal shall be restricted to consider only those identical issues, facts, evidence and proof so identified and submitted to the Contracting Authority.
- 42.7 The Purchaser likewise agrees to restrict its submissions only to the information on which the Contracting Authority based its decision and not to introduce new information and arguments which cannot reasonably be deduced or inferred from the written decision of the Contracting Authority in response to the original dispute.
- 42.8 The Arbitration Tribunal will take its decisions by a majority vote. It shall decide where it will meet and, unless it decides otherwise, shall follow the arbitration procedures of the International Chamber of Commerce in force at the date of signature of the present Contract.
- 42.9 The awards of the arbitrator or of the Arbitration Tribunal shall be final and there shall be no right of appeal or recourse of any kind. These awards shall

determine the apportionment of the arbitration expenses.

42.10 Pending final decision of a dispute, the Contractor shall proceed diligently with the performance of the Contract, unless otherwise instructed by the Contracting Authority.

43. SEVERABILITY

43.1 If one or more of the provisions of this Contract is declared to be invalid, illegal or unenforceable in any respect under any applicable law, the validity, legality and enforceability of the remaining provisions shall not be affected. Each of the Parties shall use its best efforts to immediately and in good faith negotiate a legally valid replacement provision.

44. APPLICABLE LAW

44.1 This Contract shall be governed, interpreted and construed in accordance with the private contract law of the Kingdom of Belgium.

* *

ANNEX 1 TO GENERAL PROVISIONS: PURCHASER'S PRICING PRINCIPLESA. General

1. With regard to all actions included in Clause 19," Pricing of Changes, Amendments and Claims", the Parties agree that the Purchaser's Pricing Principles contained herein shall govern.
2. As may be requested by the Purchaser, the Contractor shall provide documentation. that the standards or principles employed in the submission of cost or pricing data are in conformance with governing national policies and regulation. The Contractor, when submitting a price proposal based upon national standards and regulations, shall provide a point of contact within the national body governing such standards and regulations in order to allow Purchaser verification and audit.
3. Where such conformance cannot be demonstrated to the satisfaction of the Purchaser, the Purchaser's Pricing Principles will govern.
4. The Contractor shall clearly state whether national standards and rules or the Purchaser's Pricing Principles and formats are the basis for the price proposal.
5. Whether national standards or Purchaser pricing principles are applied, all cost and pricing data shall be verifiable, factual and include information reasonably required to explain the estimating process.
6. The Contractor shall also incorporate provisions corresponding to those mentioned herein in all sub-contracts, and shall require price and cost analysis provisions be included therein.

B. Purchaser's Pricing Principles

1. Allowable cost

A cost is allowable for consideration by the Purchaser if the following conditions are fulfilled:

- (a) it is incurred specifically for the Contract or benefits both the Contract and other work or is necessary to the overall operation of the business although a direct relationship to any particular product or service cannot be established and is allocated to them in respective proportion according to the benefit received;

i. Direct Costs

A direct cost is any cost which can be identified specifically with a particular cost objective as generally accepted. Direct costs are not limited to items which are incorporated in the end product as material or labour.

ii. Indirect Costs

An indirect cost is one which is not readily subject to treatment as a direct cost. When presented these costs shall be accumulated in logical cost groupings in accordance with sound accounting principles and the Contractor's established practices. An indirect cost may be allocated to more than one final cost objective. An indirect cost shall not be allocated to a final cost objective if other costs incurred for the same purpose, in like circumstances, have been included as a direct cost of that or any other final cost objective. Such costs shall be presented as overhead rates and be applied to each related direct cost grouping.

- (b) The Contractor shall specify the allocation of costs to either of the cost groupings. The method by which costs are accumulated and distributed as part of direct or indirect costs cannot be modified during the duration of the Contract.
- (c) it is reasonable and expedient in its nature and amount and does not exceed that which would be incurred by an ordinary prudent person in the conduct of competitive business;
- (d) it is not liable to any limitations or exclusion as to types or amounts of cost items as set forth herein.
- (e) The Purchaser will review other costs presented against the contract and will determine if they would be allowable.

2. Unallowable Costs

In general all costs which cannot be shown by the contractor to be directly or indirectly of benefit to the Contract are totally unallowable. =Examples of such costs are, among others:

- (a) Advertising costs
- (b) Costs of remuneration, having the nature of profit sharing.
- (c) Costs of maintaining, repairing and housing idle and excess facilities.
- (d) Fines and penalties as well as legal and administrative expenses resulting from a violation of laws and regulations.
- (e) Losses on other contracts or on expected follow-on contracts
- (f) Costs incurred for the creation of reserves for general contingencies or other reserves (e.g. for bad debts, including losses).
- (g) Losses on bad debts, including legal expenses and collection costs in connection with bad debts.

- (h) Costs incurred to raise capital.
- (i) Gains and losses of any nature arising from the sale or exchange of capital assets other than depreciable property.
- (j) Taxes on profits.
- (k) Contractual penalties incurred.
- (l) Commissions and gratuities.
- (m) Interest on borrowings.

3. Rates and Factors

- (a) The Contractor shall inform the Purchaser of his rates and factors the basis upon which they were computed.
- (b) If the Contractor's rates and factors for similar contracts placed with national or international public services have not been established or approved by a government agency or an agency accepted by his government, the Contractor shall provide the necessary data to support the proposed rates.
- (c) The term "provisional " used in the title of a rate or factor means a tentative rate established for interim billing purposes pending negotiation and agreement to the final rate or factor.
- (d) A rate or factor is pre-determined if it is fixed before or during a certain period and based on (estimated) costs to be incurred during this period. An rate or factor is post-determined if it is fixed after a certain period and based on costs actually incurred during this period. Pre-determined rates or factors shall be agreed upon as final rates whenever possible; otherwise the provisions of paragraph 3c above shall apply pending agreement to post-determined rates or factors.
- (e) Such rates or factors shall be determined on the basis of Contractor's properly supported actual cost experience.
- (f) If the rates or factors of the Contractor for similar contracts placed by national or international public services have been established or approved by a government agency or an agency accepted by his government and the Contractor proposes the application of these rates, he shall state the name and address of the agency which has accepted or approved the rates and the period for which they were established. If he proposes rates which vary from the rates mentioned above, he shall furthermore provide a justification for the difference.

4. Profit/Benefit

- (a) Over the entire life cycle of a given acquisition, Profit and/or Benefit may be subject to negotiation.
- (b) Subcontracting profit/benefit amounts are dependent upon the size, nature and oversight needs of the subcontract(s) the prime contractor will use for work performance period.
- (c) Profit/benefit is considered by the Purchaser to be directly related to the anticipated risk of the Contractor during the performance of the Contract.

STATEMENT OF WORK



IFB-CO-115838-ORS

**PROVISION OF DOMESTIC AND INTERNATIONAL
OFFICE RELOCATION SERVICES**

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PART I. INTRODUCTION**1. SCOPE OF THE STATEMENT OF WORK**

- 1.1 This Statement of Work (hereafter referred to as ("SoW")) define requirements for domestic and international office relocation services. Office relocations could start or end anywhere in NATO Member Nations and occur both across different NATO compounds (moves from one site to another), and within NATO compounds (intra-site moves). The Purchaser may request to expand the scope of the contract to other Countries after contract award based on NATO requirements to be evaluated on a case-by-case basis.
- 1.2 NATO RESTRICTED (hereafter referred to as ("NR")) shall be the highest security classification to be handled within the scope of this contract. Any asset, documentation or item of any nature with higher classification than NR will be handled directly by the Purchaser through appropriate channels and are out of the scope of this SoW.
- 1.3 The Contractor(s) shall be required to provide cost effective, low risk, safe and secure physical move of office goods and assets entrusted to him. The physical move is to be completed in the given and agreed timeframe and shall minimize the inconvenience and disruption to all parties.
- 1.4 The Contractor(s) is required to offer a high level of flexibility to adapt to possible late changes to the move sequence and short notice for activity execution and/or rescheduling. He shall prepare contingency plans wherever deemed appropriate and factor in peak periods during which workload is going to increase significantly.
- 1.5 The Contractor(s) shall furnish adequate supervision, labour, materials, supplies and equipment necessary to perform all the services required under this contract in an orderly, timely and efficient manner.
- 1.6 As NATO is aiming to reduce its environmental footprint, we encourage an Environmental, Social, and Governance "ESG)" approach (e.g. 100% recycle cardboard boxes, electrical vehicles etc.

2. GENERAL PROCUREMENT SHARED SERVICES (GPSS)

- 2.1 NATO NCI Agency shall be the Contracting Authority responsible for the establishment of Outline Agreements for office moving services, be it for self-sufficiency or on behalf and support of GPSS user entities.
- 2.2 An expansion of GPSS customer base is expected to take place. Pending the outcome of the present competition, additional NATO bodies could consider joining GPSS in the context of their office relocations. Please refer to

<https://www.nato.int/cps/en/natohq/structure.htm> for information on NATO civilian structure, military structure, organizations and agencies.

- 2.3 The number of NATO Member Nations could be amended throughout the performance of the contract. Any amendment made to the list shall be considered effective if communicated in writing by the Contracting Officer (CO).
- 2.4 There are current 31 NATO Member nations: (in alphabetical order): ALBANIA, BELGIUM, BULGARIA, CANADA, CROATIA, CZECH REPUBLIC, DENMARK, ESTONIA, FINLAND, FRANCE, GERMANY, GREECE, HUNGARY, ICELAND, ITALY, LATVIA, LITHUANIA, LUXEMBOURG, MONTENEGRO, THE NETHERLANDS, NORTH MACEDONIA, NORWAY, POLAND, PORTUGAL, ROMANIA, SLOVAKIA, SLOVENIA, SPAIN, REPUBLIC OF TÜRKIYE, THE UNITED KINGDOM And THE UNITED STATES.
- 2.5 The below NATO Organizations, Agencies and Commands are designated GPSS user entities (non-exhaustive list):
- i. NATO Support and Procurement Agency (NSPA)
 - NSPA Headquarters – Capellen, Luxembourg
 - NSPA deployed office at the NATO Airborne Early Warning & Control Force (NAEW&CF) – Geilenkirchen, Germany
 - NSPA Central Europe Pipeline System (CEPS) – Versailles, France
 - NSPA Southern Operational Center (SOC) – Taranto, Italy
 - NSPA NATO Airlift Management (NAM) – Pàpa, Hungary
 - ii. NATO Headquarters (NATO HQ)
 - NATO HQ International Staff – Brussels, Belgium
 - NATO HQ International Military Staff – Brussels, Belgium
 - iii. NATO Communications and Information Agency (NCI Agency)
 - NCI Agency Headquarters – Brussels, Belgium
 - NCI Agency Mons – Mons, Belgium
 - NCI Agency Braine L'Alleud, Belgium
 - NCI Agency The Hague – The Hague, The Netherlands
 - NCI Agency Academy – Oeiras, Portugal
 - NCI Agency CIS Sustainment Support Centre (CSSC) – Brunssum, The Netherlands
 - Other NCI Agency CIS Support Units in various NATO Countries.
- 2.6 The aforementioned list of GPSS user entities (refer to § 2.5 above) could be amended throughout performance of the contract. Any amendment made to the list shall be considered effective if communicated in writing by the Senior Contracting Officer (SCO).
- 2.7 Amendments to the aforementioned list shall not affect the other provisions of the SoW.

PART II. DESCRIPTION OF THE REQUIRED SERVICES**3. CONTEXT**

- 3.1 Office relocations will occur throughout execution of this contract in different GPSS user entities, as needed.
- 3.2 The majority of the office relocations shall take place across or within the following three countries: Belgium, Luxembourg and Netherlands but relocations could occur in any NATO Member Nation.
- 3.3 While mostly standard relocation services shall be required, the Contractor(s) understands that the relocations will have different specific requirements and complexity levels, in particular with regard to the following:
- 3.3.1 Current location and destination (from/to):
 - 3.3.2 within a NATO compound (intra-site) or across different NATO compounds (from one site to one/several other sites)
 - 3.3.3 Domestic or international move
 - 3.3.4 Working environment and types of assets to be moved (offices may include technical laboratories)
 - 3.3.5 Requested services
 - 3.3.6 Given (limited) timeframe for the move
- 3.4 At present, three potential major requirements are foreseen for multiple office relocations:
- 3.4.1 The current NCI Agency footprint that is located around the Brussels HQ building is planned to be consolidated in one single building. This operation shall accommodate in detail the relocation of +/- 400 staff and assets. Additional information is provided in Annex III.
 - 3.4.2 The building in The Hague will go through a space optimization exercise during the year 2023; this operation will most probably entail a relocation of minimum 200 staff and assets.
 - 3.4.3 On a medium term (approximately in 2028), the NCI Agency's footprint in Mons is planned to be reorganized into a new building provided by HN BEL. Staff and related assets will be relocated within SHAPE Campus; in parallel, decommissioning and relocation back to SHAPE of the Agency's component currently in Braine L'Alleud will be implemented. Overall, 1000 staff will be involved in the move activities.
 - 3.4.4 The NSPA Capellen site in Luxembourg is undertaking a re-development of its infrastructure, which includes two new administrative buildings with construction commencing in 2024. The current shortage in space and restructuring of branches leading to the

eventual move of several hundred employees from existing buildings and consolidating teams will require numerous office moves in the next several years.

- 3.5 Office relocations for other GPSS user entities are expected to take place throughout performance of this contract but are not yet planned or determined at this stage. As a minimum requirement, the Contractor(s) shall be able to provide the services in all the NATO member states.

4 ASSETS TO BE MOVED

4.1 Non-It Assets

- 4.1.1 Office Contents and files: Documents as well as small office assets that can fit inside moving crates or boxes. Office contents include among others stationery, spares, consumables and office paper.
- 4.1.2 Furniture: Standard office furniture such as desks, chairs, tables and corner extension, cabinets, bookshelves, sofas, coffee tables, coat racks, white boards but also conference room furniture (such as conference tables) and laboratory furniture (such as shelves, test benches and drawers).
- 4.1.3 Archives: Archived office documents, technical manuals, file repositories, etc.
- 4.1.4 Safes: Large, medium, and small safes or lockers of varying dimensions. The move of safes will apply to certain moves as most new locations will be provided with new safes.
- 4.1.5 Artwork: Large and small pieces of art or artefacts that need special handling or special movers. Relatively few items fall into this category.
- 4.1.6 Special Move Items: Large, unique assets that do not fit inside crates and may require staging and special handling (e.g. graphics equipment, workshop machines, drills). Special move items could also include the following:
- 4.1.6.1 Stored items: technical support material such as (non-electrical, wood, electronic, and mechanical items.)
- 4.1.6.2 Workshop equipment: including heavy mechanical and wood workshop equipment of all kind (e.g. large and heavy metal electrical machinery, welding equipment, combined saw installations.)

4.2 It Assets

- 4.2.1 Desktop computer equipment: PCs or workstations with related ancillaries such as monitors, laptops, docking stations, phones, keyboards, cables and computer mice.
- 4.2.2 Common/shared IT equipment: printers, faxes, voice communication systems, projectors, large TV cameras, plotters, IT consumables (such as cables, spare parts).
- 4.2.3 IT equipment: Equipment such as servers, hard disk storage, laboratories equipment (including but not limited to racks for IT equipment, workstations, electronic appliances and tools, measurement instruments and related ancillaries).

5. REQUIRED SERVICES

5.1 Contractor General Tasks

- 5.1.1 All references within the SoW to the Contractor(s), Contractor(s) personnel, Contractor(s) employees, etc. refers to all personnel working in support of the present contract. This includes personnel hired by the Contractor(s) or working as sub-contractors(s). The Contractor(s) shall at all times take full responsibility for all personnel employed in support of the present contract.

- 5.2 The Contractor(s) shall complete the tasks specified in this SoW with full consideration of the scope, asset types, security measures, sequencing, objectives and constraints detailed herein and that will subsequently be provided to him. The Contractor(s) shall fulfil the general tasks listed below (§ 5.2.1 to § 5.2.14):

- 5.2.1 The Contractor(s) shall comply at all times with site(s) regulations, CM(2002)49 and all supporting directives, and specifically the following:
- 5.2.2 AC/35-D/2001-REV3: Directive on Physical Security
- 5.2.3 AC/35-D/2002-REV5: Directive on Security of Information (in particular paragraphs 35 to 45: Dissemination and Transmission by Physical Means) and;
- 5.2.4 AC/35-D/2003-REV5: Directive on Classified Project and Industrial Security (in particular paragraphs 115 to 138: International Transportation and Transmission of Classified Materiel).
- 5.2.5 These documents are available as Annex V to VII.
- 5.2.6 Adhere to the applicable sites security and safety regulations (both from the current and destination locations).

- 5.2.7 Consider the impact(s) on service provision of the complexity of the requirements triggered by security measures, short and changing timeframes and assets to be moved.
- 5.2.8 Execute moves in the agreed allocated timeframe.
- 5.2.9 Guarantee the availability of experienced and duly qualified personnel so as to be able to complete the services within the allocated timeframe.
- 5.2.10 Guarantee the availability and the use of dedicated move vehicles i.e. vehicles transporting NATO items or assets shall only transport NATO belongings and shall not be used for combined transportation.

6 SITE VISITS

- 6.1 When considered necessary by the Purchaser, one or more of the following site visit(s) shall be scheduled:

to:

- 6.1.1 Whenever applicable and/or required, site visit at the departure location before submission of a task order confirmation for a move activity, to allow Contractor(s).
- 6.1.2 Have an accurate understanding of the requirements;
 - 6.1.2.1 Assess the required effort in terms of magnitude and technical requirements;
 - 6.1.2.2 Identify related risks, constraints or special requirements (e.g. access permits, access requirements for transportation, special tools and means required by the technical component);
 - 6.1.2.3 Provide a prompt cost/time/effort estimate for the requested services.
- 6.2 Site visit(s) at the departure location in preparation of the move execution in order to verify and possibly assess changes in the quantity and type of items to be relocated.
- 6.3 Site visit(s) at the destination location in preparation of the first delivery, to become abreast of the arrival locations main facilities, features, environment, constraints and potential special requirements.
 - 6.3.1 Factor in the flexibility to adapt to late changes to the move sequence and prepare contingency plans wherever deemed appropriate.
 - 6.3.2 Factor in peak periods during which workload is going to increase significantly.

- 6.3.3 Ensure that potential issues are assessed and escalated for early resolution where necessary, and brought to the attention of the Purchaser.
- 6.3.4 Produce the required deliverables within the deadlines and in accordance with the instructions provided by the Purchaser.
- 6.3.5 Guarantee all necessary and customary insurance throughout contract execution including:
 - 6.3.5.1 A public liability insurance against damage caused by the Contractor(s) (or his subcontractors). All damages caused by the Contractor(s) to NATO assets, both at the current and the destination locations, shall be recorded and associated repairs shall be invoiced to the Contractor(s).
 - 6.3.5.2 An all-risk insurance against loss, damages and destruction of the moved and transported items. The Contractor(s) shall be able to offer both an all-risk insurance at actual value and an all-risk insurance at replacement value. The insurance shall have no deductible. On a case-by-case basis, the Purchaser may decide not to insure the transportation of goods under the present contract.
 - 6.3.5.3 Perform in due time all custom clearance operations, if/and when required, necessary to perform the services described in this SoW.

6.4 Contractor Specific Tasks

- 6.4.1 The Contractor(s) specific tasks are listed and described in Annex I.
- 6.4.2 The Contractor(s) shall perform each of these tasks as necessary and as required, to the reasonable satisfaction of the Purchaser.
- 6.4.3 The Contractor(s) can propose a tool that facilitates the contract execution (e.g. an inventory development tool) in accordance with the requirements laid down in this SOW.

7. ASSOCIATED SERVICES (OPTIONAL SERVICES)

7.1 External Storage - Containers

- 7.1.1 Temporary external storage capacity could be required during building constructions, extensions and renovations to store NATO UNCLASSIFIED assets.

7.2 If there is a requirement to rent 20 feet and/or 40 feet container(s), they shall meet the following characteristics:

- 7.2.1 All steel construction - comprised of corrugated steel panels throughout
- 7.2.2 Approximately 8ft 6 inches high on the exterior
- 7.2.3 Lockable double doors on one end
- 7.2.4 Ground level access
- 7.2.5 Equipped with 27mm thick marine plywood flooring on the interior
- 7.2.6 Secure and watertight
- 7.2.7 Portable
- 7.2.8 Used for temporary or permanent storage
- 7.2.9 Manufactured to ISO 668:2013 specifications

- 7.2.10 Electrical ventilation
- 7.2.11 Multiple air vents
- 7.2.12 Electrical connection and fuse box
- 7.2.13 Interior lighting
- 7.2.14 Frost-free electrical heating installation (upon request)
- 7.2.15 Have a valid safety approval plate or Container Safety Convention CSC" plate.
- 7.2.16 The Contractor(s) shall be responsible to deliver and install the container(s) where and as indicated by the Purchaser within the NATO compounds. If instructed so by the Purchaser, the container(s) could be installed in the direct surroundings i.e. within a 1 km perimeter around the NATO compounds. The Contractor(s) shall install the container(s) levelled both horizontally and vertically. If required, the Contractor(s) will use concrete or metal levelling blocks placed under the container to assure stability.
- 7.2.17 NATO reserves the right to move the container(s) to a different place within the compounds.
- 7.2.18 After use, the container(s) shall be de-installed and removed by the Contractor(s) as and when instructed by the Purchaser, at no extra cost.

8. EXTERNAL COMMERCIAL STORAGE SPACE

8.1 In case of a requirement to rent external commercial storage space located in the immediate vicinity from the NCI Agency compounds to store NATO UNCLASSIFIED assets, the required characteristics shall be the same as for the container requirements

(refer to § 17.1) as well as frost free (by default). In addition, storage space(s) shall be accessible 24/7 and comply with the following mandatory security measures:

- 8.1.1 Storage only in a NATO Member Nation
- 8.1.2 Physical compound security (including as a minimum fencing)
- 8.1.3 Individual storage area i.e. separated from other users' storage areas with solid walls
- 8.1.4 Trackable access control for the site and for the storage area CCTV (indicating individuals' accessing the storage area) and 24/7 surveillance.
- 8.1.5 The Contractor(s) shall provide the local Site Security Manager with a proposal for the protection of the assets being put into storage. Any such plan shall be commensurate with the value of the items being protected and shall guarantee their integrity and availability.

9. SERVICE SUPPORT (ELECTRICAL)

9.1 The Purchaser could require the Contractor(s) to provide Contractor(s) personnel to perform the following services:

- 9.1.1 Disconnection and reconnection of desktop computer equipment (workstations) and/or common/shared IT equipment such as printers, as defined in Part II - § 4.2.2 and 4.2.3
 - 9.1.2 Cable management (electrical wire) before and after the move.
 - 9.1.3 Other related tasks.
 - 9.1.4 Services shall mostly be performed in administrative and Class II areas.
 - 9.1.5 Disconnections and reconnections from/to the network will not be required.
 - 9.1.6 The Contractor(s) personnel performing these tasks shall, as a minimum, meet the following requirements:
 - 9.1.7 Be appropriately skilled and certified electrician as required by applicable legislations and industry best practices
 - 9.1.8 Have a minimum of five (5) years post-related experience
 - 9.1.9 Have a good physical condition, fit for profile-related tasks
- have

- 9.1.10 a good working knowledge of English or
- 9.1.11 in the case of NSPA Luxembourg, either French or English or
- 9.1.12 in the case of locations other than Belgium, Luxembourg or the Netherlands, have a basic working knowledge of English and fluent command of the local language.
- 9.1.13 Have a clean criminal record
- 9.1.14 Upon request, be holder of a valid NATO SECRET Personnel Security Clearance (hereafter referred to as "NATO SECRET PSC" or "PSC").
- 9.1.15 The Contractor(s) personnel shall perform tasks as instructed by the NATO move coordinator or his representative and comply at all times with the applicable legislations and industry best practices.

10. SERVICE SUPPORT (HANDYMAN)

- 10.1 The Purchaser could require the Contractor(s) to provide Contractor(s) personnel to perform the following services:
 - 10.1.1 Place/fix assets that were taken down/dismounted in the collection location such as lamps, white boards, or other items affixed to the ceiling and walls.
 - 10.1.2 Perform other related tasks.
 - 10.1.3 Services shall mostly be performed in administrative and Class II areas.
 - 10.1.4 The Contractor(s) personnel performing these tasks shall, as a minimum, meet the following requirements:
 - 10.1.5 Be appropriately skilled as required by applicable legislations and industry best practices.
 - 10.1.6 Have a minimum of five (5) years post-related experience.
 - 10.1.7 Have a good physical condition, fit for profile-related tasks.
 - 10.1.8 Have a good working knowledge of English or in the case of
 - 10.1.9 NSPA Luxembourg, either French or English. For other locations other than Belgium, Luxembourg or the Netherlands, Contractor(s) personnel shall have a basic working knowledge of English and fluent command of the local language.
 - 10.1.10 Have a clean criminal record.

- 10.1.11 Upon request, be holder of a valid NATO SECRET PSC.
- 10.1.12 The Contractor(s) personnel shall perform tasks as instructed by the NATO move coordinator or his representative and comply at all times with the applicable legislations and industry best practices.

PART III. ORGANIZATION AND COMMUNICATION

11. GENERAL MOVE CONSTRAINTS

- 11.1 It shall be required from the Contractor(s) to understand the broader move context within which its work will be completed. The move Contractor(s) shall need to accommodate move sequence rescheduling and constraints in order to achieve a low impact transition.
- 11.2 Operational contingencies or unplanned events outside the control of the Purchaser and/or that cannot be predicted in advance may occur throughout performance of the contract. In such cases, the Purchaser shall not be exposed to extra cost or specific compensation from the Contractor(s).
- 11.3 The Contractor(s) must be capable of organizing and executing moves in accordance with the requirements outlined in the SoW and limiting move time while reducing risk to the Purchaser. Mobility conflicts, elevator congestion, coordination lapses among multiple move teams will need to be assessed and taken into account in order not to negatively impact ongoing operations, or cause disruption to the relocation process.
- 11.4 Certain functions could require dual operations due to their 24-hour operation model. In such cases, both the current location and the destination location need to be maintained at a level of functionality that allows activities to be undertaken on both sites.

12 OPERATIONAL MOVE CONSTRAINTS

- 12.1 The Contractor(s) will need to accommodate important operational constraints including , but not limited to, the following:
 - 12.1.1 Security and Safety: The Contractor(s) shall comply with the safety and security requirements as well as with requirements on Physical Security, Personnel Security, the safe and secure handling and transit of materiel and specific responsibilities for all personnel involved in the move.
 - 12.1.2 Building Configuration and accesses: Transportation shall not be uniform or logical across premises, and may require augmentation with external lifts and additional

equipment. The Contractor(s) shall become familiar with premises' descriptions and, when arranged by the Purchaser, attend to the site(s) survey(s) in order to make an independent evaluation of move execution constraints and required effort.

- 12.1.3 Buildings Refurbishment: Building refurbishment shall usually be scheduled before the move but the Contractor(s) must expect that these activities may occur simultaneously.

13 SEQUENCING PLAN AND MOVE SCHEDULING

- 13.1 The requirements will significantly vary across weeks and months, depending on the needs of the various Purchasers. For major relocation programs (such as the ones referred to in Part II - § 3.4), the Purchaser will organize, plan and schedule the move effort. The Contractor(s) involvement shall be required to finalize the plans and schedules to confirm feasibility and required effort.
- 13.2 The Contractor(s) shall recognize that the timing, quantity and type of assets to be moved are subject to unpredictable changes and therefore every effort shall be performed to maintain a continuous situation awareness and information flow between the Contractor(s) and the Purchaser.
- 13.3 The Purchaser will communicate to the Contractor(s) a move-sequencing plan that will be subject to updates and continuous coordination. Unexpected circumstances may require the rescheduling of a move, such as for example:
- 13.3.1 Excessive/unplanned inflow to the final destination, which impairs the handling of additional deliveries as expected;
- 13.3.2 Operational requirements, which may impair the access to the site(s).
- 13.4 As a consequence, many variables such as the list of assets, volumes, expected execution dates or required timeframes will subject to potential changes at short notice. Modifications and potential rescheduling are therefore to be expected by the Contractor(s).
- 13.5 For each move activity, the Purchaser will define and communicate to the Contractor(s) the specific requirements (e.g. allocated timeframe, assets to be moved...), and arrange preparatory site(s) visit(s), if required. Depending on the complexity level, the Purchaser could require the Contractor(s) to provide promptly a detailed cost, time and effort estimate, following the site(s) visit(s).
- 13.6 The Purchaser will implement the following timelines:

13.6.1 Information notice: as soon as possiblei. Task order confirmation:

- Less than 10 staff to be moved per week: 1-week notice
- Between 10 and 50 staff to be moved per week: 2-weeks' notice
- Between 50 and 100 staff to be moved per week: 1-month notice
- Over 100 staff to be moved per week: 1.5-month notice
- IT (laboratory) assets: 2-weeks' notice

ii. Cancelling and re-scheduling: the Purchaser is entitled to cancel a move or to reschedule the date of performance, subject to the conditions specified in Part "Purchase Orders" of the Terms and Conditions of the Contract.

14 HOURS OF OPERATION

14.1 Site(s) regulations shall be adhered to:

14.1.1 As a general rule, Contractor(s) personnel shall be permitted to work on-site the following working hours: between 09:00 until 17:00, Monday through Friday inclusive, unless otherwise specified by the Purchaser or by the site security regulations. On a case-by- case basis, work outside working hours could be required by the Purchaser.

14.1.2 For a limited number of move activities, including when additional staging and planning is required to maintain a coordinated timeline, the move execution shall be planned on the weekend to avoid disruption.

14.1.3 Weekend and time outside of the applicable working hours will be available as "contingency time" which may be used to recover from problems, which arise during the working week that would otherwise cause delays to the move sequencing and planning. The use of Saturdays/Sundays and out of working hours' time as contingency time will be determined by mutual agreement between the Contractor(s) and the Purchaser.

14.1.4 Work will generally not be conducted on recognized NATO holidays, except as may be mutually agreed by both parties.

14.2 For those NATO sites that are located more than 1 hour driving distance from the Contractor(s), strong consideration shall be given to transportation times in order to avoid possible health and safety issues and / or any related reduction in services e.g. contractor(s) travel of 2 hours to and from site would result in either of the below unacceptable outcomes:

- 14.2.1 2h transport + 8h of moves + 2h of transport = no safety on the road and on-site
- 14.2.2 2h transport + 4h of moves + 2h of transport = insufficient time on site to complete the work
- 14.3 All domestic and international transportation related services as specified in the contract shall not be applicable as time worked on-site. All costs for transportation including but not limited to mileage rates, lodging, meals and incidental expenses shall be incurred by the Contractor(s).
- 14.4 The Contractor(s) shall ensure that all labour is performed during work hours and ensure that correct measure are in place that meet all required safety and labour standards. The Purchaser shall tolerate maximum one-hour travel time per person per day. No expectations will be allowable during contract duration. Shall the Contractor(s) not comply with contract work hours and safety standards, the Contracting Officer shall exercise the right to terminate the contract for default.
- 14.5 In case domestic or international relocation services are required in a remote NATO location, the use of a sub-contractor(s) is acceptable to achieve the goal. The sub-contractor(s) shall be in compliant of the terms and conditions of this contract and shall be from a NATO member nation.
- 15. DELIVERY ACCEPTANCE FOR RELOCATION ACROSS DIFFERENT LOCATIONS
 - 15.1 A stopwatch event that shall define the delivery date and time will be the arrival of the Contractor(s) (and the assets entrusted to him) at the destination location (within NATO compounds). Intra location handling (delivery to the required staff room), still to be executed by the Contractor(s), will not be considered as part of the overall time.
 - 15.2 The delivery will be subject to acceptance by the Purchaser i.e. an authorized representative of the Purchaser will provide a written confirmation (usually via email) of the acceptance or non-acceptance of the executed delivery.
 - 15.3 Considering the different natures of the assets, the acceptance will be provided:
 - 15.3.1 Within two working days for non-IT assets;
 - 15.3.2 Up to one week for IT assets; that window will start from the delivery of the unpacked items at the final destination.
 - 15.4 Although not mandatory, the Contractor(s) will be encouraged to assist in the verification activities in order to ensure a fair and objective identification of any damage or loss of the transported items by the Purchaser.

PART IV. CONTRACTOR'S PERSONNEL AND EQUIPMENT**16. GENERAL REQUIREMENTS**

- 16.1 The Contractor(s) shall assign a single designated point of contact for operational matters. He/She shall be in charge of scheduling, preparing, following-up and reporting on the move execution throughout the move activities in order to maintain consistency and effective coordination across moves and Purchasers. He/She shall hold a valid NATO SECRET PSC, have a very good command of English and extensive professional background and experience in relocation services. For services ordered by NCI Agency, the point of contact shall have a very good command of English.
- 16.2 For each move activity, the Contractor(s) shall assess the manpower requirements and define the size and composition of the move team. Nonetheless, the Purchaser may have certain demands regarding the ratio supervisor/mover (i.c. one supervisor for up to three movers). If so, the Contractor(s) shall adhere thereto.
- 16.3 As a mandatory requirement, each move team shall have at least one supervisor with a valid NATO SECRET PSC, a very good command of English equivalent to STANAG 6001 – 3.3.3.3 (a very good knowledge of French equivalent to STANAG 6001 – 3.3.3.3 and knowledge of English for services ordered by NCI Agency) and extensive experience in relocation services. The supervisor shall be an active member of the move team and be present on site throughout the move activity.
- 16.4 There is no minimum volume under this Contract.
- 16.5 All Contractor(s) personnel shall be clearly identifiable whilst on site through the wearing of a uniform or an item of distinctive clothing.
- 16.6 The Contractor(s) fully understands and shall comply with the requirements detailed in Annex II (on Security Measures) of this SoW.

17. SPECIAL EQUIPMENT AND SERVICES

- 17.1 Except for those items of material or equipment, or those services, specifically stated to be provided by NATO in Part IV below, the Contractor(s) shall furnish all materials, resources and equipment necessary to perform tasks required by this SoW
- 17.2 The Contractor(s) shall comply with applicable national legislation and regulations for equipment and working conditions in terms of licensing and certification of equipment. All equipment included on the Contractor(s) equipment inventory shall be provided by the Contractor(s), in sufficient quantities as is necessary to fulfil contractual obligations. Any usage costs of this equipment shall be included in the cost estimate.

- 17.3 Certain essential items of equipment shall be provided by the Contractor(s). The following non-exclusive list describes some basic equipment necessary to execute the move:
- 17.3.1 Boxes and crates: Provide all ordinary or special equipment and crating necessary to perform the services. The Contractor(s) must use boxes or crates (preferably hard-shell cases) that are sealable and allow for tampering detection. NATO encourages a "green" approach of using 100% recyclable cardboard or re-usable plastic crates. The number of boxes or crates must be adequate to meet the need of the allocated/agreed move timeframe and sequencing plan. As a guideline, 2 to 5 moving boxes per staff member is considered an appropriate range. An increased requirement is to be planned for relocation of laboratories. Cardboard boxes are only deemed suitable after prior approval by the Purchaser.
- 17.4 Special packaging appraised by the asset manufacturer or required to maintain the integrity of the support contract/warranty could be asked for by the Purchaser, such as enterprise packaging for IT racks when the requirement is to move them with full load of servers (e.g. Oracle enterprise packaging: <https://docs.oracle.com/cd/E19844-01/html/E29153/z40004911296687.html>). In that case, the Contractor(s) would receive one-month notice.
- 17.4.1 Wrapping and protective packaging: The Contractor(s) shall provide protective packaging to protect the items during the move, including appropriate shockproof protections and rain protections when necessary. Information classified NATO RESTRICTED shall, as a minimum, be transmitted in a single opaque envelope or wrapping.
 - 17.4.2 Move vehicles: The Contractor(s) shall dedicate a sufficient number of adequate move vehicles to execute the required services in accordance with the allocated/agreed move timeframe and sequencing plan. Back-up resources, necessary in the event of a breakdown or accident shall be identified, and made available by the Contractor(s) as may be necessary to perform the move activities within the agreed timeframe. Trucks with integrated tail lift (not separate lifts, which are less efficient) are necessary for NSPA Capellen moves (many buildings without lift, reduced handling).
 - 17.4.3 Protection: The Contractor(s) shall provide proper industry-recognized floor protection, appropriate wall (including wall corners) protection, door protection as well as any other protection required in order to prevent damage to both the current and the destination locations. The Contractor(s) shall pay due care and attention to avoid any damage to current and new buildings. The Contractor(s) will incur repair costs for any damage, which breaks the surface of finish materials or renders any fixtures or equipment inoperable.

- 17.4.4 Forklift / Pallet Jack: The Contractor(s) shall provide, operate and service, sufficient specialized move equipment to meet the move requirements for safes and other large assets of any kind in both the current and destination locations. Back-up resources, necessary in the event of a breakdown or accident shall be identified, and made available by the Contractor(s) as may be necessary to perform the move activities within the agreed timeframe.
- 17.4.5 External Lifts: The Contractor(s) shall provide, operate and service, sufficient external lifts of the correct sizes and configuration to augment existing elevators. Sufficient external lift capacity shall be provided to meet the specified move requirements and objectives and as may be necessary to execute the required services in accordance with the allocated/agreed move timeframe and sequencing plan. Back-up resources, necessary in the event of a breakdown or accident shall be identified, and made available by the Contractor(s) as necessary to perform the move activities within the agreed timeframe.

18. NATO FURNISHED PROPERTY AND SERVICES

- 18.1 The Purchaser shall provide the Contractor(s) with the following property, to the extent that these exist and can be made available to the Contractor(s):
 - 18.1.1 External parking spaces in visitor parking lot for Contractor(s) personnel vehicles.
 - 18.1.2 Access to NATO documentation on a need to know basis as relevant to the execution of the contract and at the discretion of the Purchaser.
 - 18.1.3 Access to all areas of both current and destination locations necessary in the course of Contractor(s) duties in accordance with the applicable safety and security regulations.
 - 18.1.4 On-site, ground level, internal warehouse or storage space.
 - 18.1.5 External parking space inside the site perimeter for move vehicles, external lifts and other move related Contractor(s) supplied equipment.
 - 18.1.6 Access to internal corridors, stairways and lifts on a selected and periodic basis, as necessary to complete the move in accordance with the allocated/agreed move timeframe and sequencing plan.

PART V. STATEMENTS OF OBJECTIVES AND CONTRACT MANAGEMENT

19.1 Statement of Objectives - Corporate Objectives

The Contractor(s) shall:

- 19.1.1 Achieve a cost effective, low risk, safe and secure physical move of NATO assets from their current location to their destination location.
- 19.1.2 Complete the physical move in the allocated timeframe, in order to minimize cost, inconvenience and disruption.
- 19.1.3 Apply relevant industry leading practices associated with move performance, pace, quality and reporting.

19.2 Contract Objectives

The Contractor(s) shall:

- 19.2.1 Provide reliable and competitively priced move services, in accordance with the corporate objectives.
- 19.2.2 Accommodate a flexible move execution to adapt to unanticipated schedule or move sequence changes. Move activities may need to be rescheduled with short notice.
- 19.2.3 Secure the trained, dedicated staffing resources, specialized equipment and management capabilities required to coordinate and execute the moves.

20 OPERATIONAL OBJECTIVES

20.1 The Contractor(s) shall:

- 20.1.1 Ensure minimum disruption and inconveniences to NATO. NATO activities must remain fully operational throughout the move process. The Purchaser will have no tolerance for delayed move periods or poorly orchestrated move activities, which unduly impact day-to-day business.
- 20.1.2 Perform the relocation activities in line with the Purchaser's requirements and expected level of quality. Relocations will be highly visible. Consequently, unanticipated and unexplained schedule or changes will be broadly examined. In order to manage this risk, the Contractor(s) will need to incorporate contracting flexibility to provide

for orderly changes while maintaining an emphasis on performance and timeliness.

- 20.1.3 Understand and comply at all times with applicable NATO safety and security policy and sites regulations.
- 20.1.4 Ensure that appropriate measures are put in place to make sure that materiel and equipment shall not be tampered with Materiel being transported, even if not classified, must be safeguarded when in transit or when stored.
- 20.1.5 Pay due care and attention to avoid any damage to the old and new buildings as well as to the transported assets.
- 20.1.6 Ensure prompt handling and resolution of complaints. The Contractor(s) shall offer rapid, amicable and effective solutions.
- 20.1.7 Ensure that all the transported assets included in the inventory list are effectively delivered and prepared for verification and inspection at the destination location.
- 20.1.8 Ensure an efficient coordination, knowledge sharing and knowledge transfer among Contractor(s) personnel, in particular with respect to disassembly and subsequent reassembly of assets and furniture.
- 20.1.9 Follow a project management methodology and employ appropriate mechanisms to monitor and report on progress, manage risks and assure the constant delivery of high quality services and deliverables in accordance with the requirements and objectives stated in this SoW.

ANNEX I. CONTRACTOR SPECIFIC TASKS

- A.I.1 The Contractor(s) specific tasks required are listed and described below. The Contractor(s) shall perform each of these tasks as necessary and as requested by the Purchaser in the task order and in accordance with the provisions of this SoW.
- A.I.2 The Contractor(s) acknowledges that GPSS user entities will have different forms and templates for the Task Orders which will be considered “active to be executed” upon receipt by the Contractor(s).
- A.I.3 Tasks that mandatorily need to be performed by Contractor(s) personnel in possession of a valid NATO SECRET PSC are highlighted by an asterisk (*) in the last column of Table 2 below.

Task #	Task Description	PSC *
# 01 Site(s) visit(s)	When required by the Purchaser for a specific move, the Contractor(s) shall attend site(s) visit(s) and provide a detailed cost estimate. Site surveys will usually be arranged at the latest one month before the requested move. For more complex moves, a project management plan could also be required.	X
# 02 Coordination	Ensure perfect internal coordination and cooperation with the Purchasers. Participate to planning, scheduling and move coordination meetings arranged by the NATO move coordinator. Ensure continuous and continuity of coordination during all stages by assigning a dedicated point of contact in charge of operational matters.	X
# 03 Route planning and contingencies	Use drawings, building descriptions, site visit(s) and any other information provided to identify constraints and generate push routes. Define back-up solutions, as appropriate.	X
# 04 Resource and Equipment Plan	Based on the move schedule and allocated timeframe, define, for each day, the appropriate equipment (of all kind), manpower (including supervisors) required. Provide oversight and ensure a smooth move process. Assess any fragile or high-value items that require additional protection, customized boxes or crates or special treatment. Propose an organizational structure of Contractor(s) personnel that includes names and security clearance verification, for approval by the Purchaser.	

<p># 05 Building Logistics Planning</p>	<p>Coordinate with the Purchaser and perform in due time all necessary steps regarding logistics to ensure smooth access of equipment: elevator usage (taking into account limited capacity), vehicle routes, parking permits, vehicle staging, etc.</p>	
<p># 06 Equipment delivery schedule</p>	<p>Develop and communicate a schedule for the delivery and usage of vehicles, external lifts, heavy lifting and staging equipment. The schedule will be subject to preliminary approval by the Purchaser.</p>	
<p># 07 Special Packaging/ wrapping</p>	<p>As required, provide special packaging/wrapping appraised by the manufacturer or required to maintain the integrity of the support contract/warranty, such as for example enterprise packaging to move IT racks with full load of servers.</p> <p>Ensure the provision of lighting (via external means) as necessary to perform the tasks, shall lighting not be available at the locations (current or destination locations).</p>	
<p># 08 Support to inventory preparation (default option)</p>	<p>The Purchaser shall provide the Contractor(s) with an inventory list of the items to be moved in the same shipment including, as applicable: departure and arrival rooms, item (or group of items) denomination, serial number/NATO stock number, quantity and security classification. Any shipment of NATO RESTRICTED (NR) will clearly be notified to the Contractor(s).</p> <p>Before departing, the Contractor(s) / inventory clerk shall review and when necessary amend or complement the inventory list before providing it for validation to the NATO move coordinator (or to the NATO moving staff when applicable) at departure point.</p> <p>Once validated, the Contractor(s) shall provide one copy to the NATO move coordinator at departure point and one copy to the NATO move coordinator at delivery location.</p>	
<p># 09 Inventory preparation (upon request – priced separately)</p>	<p>Develop a detailed inventory list of the goods to be moved in the same shipment including, as applicable: departure and arrival rooms (provided by the Purchaser), item denomination, serial number/NATO stock number, quantity and security classification (provided by the Purchaser). Complement, upon Purchaser's request, the list with any logistic information that can be derived from direct observation of the items to be moved (e.g. weight, dimensions, etc.).</p> <p>Any shipment of NATO RESTRICTED (NR) will clearly be notified.</p> <p>Providing the inventory list to the NATO move coordinator (or to the NATO moving staff when applicable) for validation at departure point.</p> <p>Once validated, the Contractor(s) shall provide one copy to the NATO move coordinator at departure point and one copy to the NATO move</p>	

	<p>coordinator at delivery location.</p>	
<p># 10 Install move protection</p>	<p>Provide and install move protections in both locations to minimize risk of damage. Protections shall have a sufficient minimum thickness. Protection must be removed when leaving the location, unless otherwise instructed.</p> <p>All repair costs, charges and expenses arising out of the act, default or negligence of the Contractor(s) (or its subcontractor(s)) in consequence of the Contractor(s) obligations under this contract shall be borne by the Contractor(s).</p>	
<p># 11 Disassembly, dismantling, reinstallation</p>	<p>When instructed in the task order (mainly for furniture and non-IT equipment), the Contractor(s) shall perform disassembly (at departure location) and reinstallation (at the arrival destination) activity as requested.</p> <p>The Contractor(s) shall follow the instructions of the Purchaser regarding special safety precautions apprised by the manufacturer or warranty conditions that may apply.</p> <p>The Contractor(s) shall follow the instructions of the Purchaser regarding special precautions apprised by the manufacturer or required to maintain the integrity of the support contract/warranty that may apply.</p> <p>Ensure that all furniture elements, pieces, screws, etc. are not lost during transportation.</p>	
<p># 12 Art work and special items</p>	<p>Coordinate the execution of artwork and special items' moves. Define, and validate with NATO move coordinator, the specific methods and protections to be used to minimize the risk of damage and loss.</p> <p>The Contractor(s) shall follow the instructions of the Purchaser regarding special precautions apprised by the manufacturer or required to maintain the integrity of the support contract/warranty that may apply.</p>	
<p># 13 Packing and annotating damages</p>	<p>Perform all packing services. When required, agree and schedule pre-packing date(s) and timing with the Purchaser.</p> <p>Note the condition of goods and furniture at time of wrapping. Annotate on the inventory list any visible damage to the goods. Add comments as necessary. Photographs of pre-damaged goods shall be taken in line with the applicable Security policies.</p> <p>All documents must be counter-signed by the Purchaser.</p>	
<p># 14 Labelling</p>	<p>Provide and place adhesive labels for all boxes and crates to be moved. Label stickers will be put on the exterior of packing material indicating the information on the owner (when required), departure and destination locations (including room number), clear content description, mode of transport and reference number of the box.</p> <p>Labelling shall allow the goods to be identified at any time but shall not have any security classification marking visible.</p>	

<p># 15 Loading</p>	<p>Perform loading including hoisting, lowering, rigging, and obtaining permits as required. Attaching items outside the vehicle (e.g. on tailgate) is prohibited unless specifically required or instructed by the Purchaser.</p>	
<p># 16 Transportation</p>	<p>Provide sufficient quantities of labor and equipment to match the allocated and agreed timeframe. Report immediately to the NATO move coordinator on any loss of NATO properties. Certain goods identified by the Purchaser could be subject to disposal. The Contractor(s) could be requested to place the identified items in designated areas or container(s) for further disposal by the Purchaser.</p> <p>When instructed in the task order (mainly for IT equipment), the Contractor(s) shall ensure that the transportation is performed by a company specialized in moving sensitive IT equipment as apprised by the manufacturer or as required to maintain the integrity of the support contract/warranty.</p>	
<p># 17 Capacity Verification</p>	<p>Verify sufficient capacity in destination locations (rooms) before unloading.</p>	
<p># 18 Unpacking</p>	<p>Perform unloading. Unpack the contents of all boxes, cartons, and crates at an appropriate pace to avoid overwhelming NATO staff members. Annotate visible damage and/or loss. Support the consistency and integrity checks run by NATO staff members in the context of delivery acceptance.</p>	
<p># 19 Reassembly and Placement</p>	<p>Re-assemble pieces of furniture and any other items that were disassembled by the Contractor(s), in accordance with the planning arrangements. Relocate furniture as instructed. Move assets are to be placed in the appropriate designated space without obstructing the normal access route.</p>	
<p># 20 Waste removal and disposal</p>	<p>Remove move generated waste and packing materials from both sites on completion of unpacking.</p>	
<p># 21 Aftercare</p>	<p>After the move activity, deliver aftercare services including but not limited to checking if all moved items are placed as instructed in the destination location, ensure that no goods were left behind in the current location (move completeness), ensure that all move equipment and packaging have been removed from the premises, report in writing potential damages and take all necessary steps to ensure appropriate damage handling, including small repairs.</p>	

Table 2: Specific Tasks

A.1.4 As certain specific tasks do not apply to all asset types, table three (3) below provides a breakdown per asset type:

Asset type	Power disconnection/reconnection	Disassembly/ Reassembly and (Dis)installation	Wrapping and packing
Non-IT asset			
Office contents (excluding files)	No	No	Yes
Office files (documents)	No	No	No
Furniture	No	Yes (as instructed)	Yes
Archives	No	No	Yes
Safes	No	No	Yes
Artwork	No	No	Yes
Special move items	No	Yes (as instructed)	Yes
IT asset			
Desktop computer equipment	Optional service (refer to Part II - § 4.2.1)	No	Yes
Common/shared equipment	IT Optional service (refer to Part II - § 4.2.2)	No	Yes
IT equipment	No	No	Yes (refer to Part II - § A.1.5)

A.1.5 For specific IT equipment, NATO staff members shall be responsible for the disconnection and disassembly of the equipment to allow for wrapping and packing by the Contractor(s).

A.1.6 Disconnections and reconnections from/to the network shall systematically be performed by NATO staff members.

ANNEX II. SECURITY MEASURES

1. INTRODUCTORY REMARKS

1.1. The Contractor(s) and all his sub-contractor(s) working on the present contract shall comply at all times with the following rules, regulations, policies and directives, listed in order of precedence:

- i. Local Site(s) Security and Health and Safety Regulations
- ii. CM(2002)49 and all supporting directives, and specifically AC/35-D/2002-REV5 and AC/35-D2001-REV3
- iii. Annex II on Security measures

1.2 Whenever required by the Site Security Manager or if the operational situation changes, security measures may need to be re-assessed and amended as necessary.

2. PHYSICAL SECURITY

2.1 NATO security personnel is responsible for maintaining the security of the perimeter and for access control to the various NATO buildings.

2.2 In addition to the administrative zones, two security areas exist in NATO premises.

- i. A Class I Security Area is an area in which information classified NATO CONFIDENTIAL and above is handled and stored in such a way that entry into the area constitutes, for all practical purposes, access to this classification of information.
- ii. A Class II Security Area is an area in which information classified NATO CONFIDENTIAL and above is handled and stored in such a way that it can be protected from access by unauthorized individuals by controls established internally.

2.3 The Contractor(s) will be responsible for ensuring that all Contractor(s) personnel (including sub-contractors) adhere to the perimeter security and access control regulations as promulgated in these security measures as well as any additional site security regulations that will apply to the current location and the destination location.

3. GENERAL MEASURES

3.1 In each location (current and destination locations), NATO shall have a designated Site Security Manager who shall act as a liaison between NATO and the Contractor(s) for all security related matters.

3.2 The Contractor(s) shall assign a dedicated point of contact for all security related matters. He/She shall hold a valid NATO SECRET PSC and have a very good command of English. He/She shall be responsible for the appropriate behavior of the Contractor(s)

personnel at NATO premises regarding security and shall ensure that Contractor(s) personnel is fully informed of applicable security rules. He/She shall report security/safety hazards, threats and/or incidents immediately to the Site Security Manager.

- 3.3 For the individuals in para 16.1 and 16.6, Request for Visit shall be sent to the Local Site Security Office, as per AC/35-D/2003-REV5: Directive on Classified Project and Industrial Security
- 3.4 Delays caused by not respecting the security rules may not be invoked by the Contractor(s) to justify delays in the execution of the contract of price increases.

4. SECURITY CLEARANCES

- 4.1 As required in the present SoW, a NATO SECRET PSC issued by the respective National Security Authority is a mandatory requirement for certain members of Contractor(s) personnel such as the contract manager, the dedicated point of contact for operational matters, and supervisors,... The Contractor(s) understands that, when not strictly required, holders of a NATO SECRET PSC are preferred.
- 4.2 Non-holders of a NATO SECRET PSC can be granted access to NATO compounds provided that they have a clean criminal record and are escorted at all times by cleared NATO personnel. A copy of the criminal record shall be provided to the Purchaser before access can be granted.
- 4.3 Subject to the approval by each Site Security Manager, non-holders of a NATO SECRET PSC could be granted access to NATO compounds provided that they have a clean criminal record and are escorted at all times by a Contractor(s) personnel in possession of a PSC (e.g. supervisors). If approved, supervisors could escort up to three movers non- holders of a PSC and ensure close supervision at all times.
- 4.4 The Contractor(s) is required to create and maintain a pool of individuals having both the appropriate level of expertise and a valid PSC.
- 4.5 The Contractor(s) is strongly encouraged to initiate the PSC requests to the National Security Authority(ies) just after contract award in order to ensure that PSC are in place on time. Please refer to Part IV - §16.3 for minimum mandatory requirements.
- 4.6 The Contracting Authority reserves the right to request a proof that an appropriate number of PSCC/RFV requests were submitted to National Security Authority (ies).

5. CONFIDENTIALITY

- 5.1 The Contractor(s) and any member of its staff shall treat any information, facts, knowledge, documents, other data of whatever nature or other matters communicated or brought to its attention in the performance of the contract or any results arising there from (hereafter "information") as confidential and not divulge it to third parties. He may only utilize the information contained in the material for the purposes identified in the

contract. He shall continue to be bound by this undertaking after the expiry of the contract.

- 5.2 The Contractor(s) shall obtain from each member of Contractor(s) personnel performing services under this contract a written statement that they will respect the confidentiality of any information brought to their attention in the performance of the work, and that they will not divulge to third parties or use for their own benefit or that of any third party any document or information not available publicly, even after completion of their assignment. This written statement, for all contractor(s) not having a PSC/RFV shall be in the form of a Certificate of Security Obligation (CSO) and it is mandatory, regardless if there will be no physical access to NATO sites. Please note that National Laws and Regulations for nationals of four (4) NATO countries, such as Canada, Denmark, Luxembourg and Turkey require a PSCC to be in place also for NATO Restricted (NR). Where companies employ nationals from those four (4) countries, they shall send a RFV through their NSAs for NR Levels.
- 5.3 The Contractor(s) and its personnel shall not publicly announce the activities falling under this contract without the prior written agreement of the Contracting Authority.
- 5.4 In addition to the stipulations contained in the above paragraphs, the Contractor(s) agrees that anything, which is related to the present contract will not be exposed outside its company and subcontractors. The Contractor will minimize the 'need to know' in any case.
- 5.5 The Contractor(s) acknowledges that the misuse or improper retention of these documents shall render him liable to legal proceedings.

6. SECURITY REQUIREMENTS

- 6.1 Contractor(s) personnel
- 6.1.1 It shall be the Contractor(s) responsibility to secure that all Contractor(s) personnel working on the present contract has a clean criminal record and a valid work permit necessary to perform work in the country and place of performance.
- 6.1.2 Only members of Contractor(s) personnel that are nationals from one of the NATO Member Nations shall be allowed to work on the present contract.
- 6.1.3 Based on the information available at NATO, the Site Security Manager has the right to refuse members of the Contractor(s) personnel without having to provide a justification. The Contractor(s) shall not hold the Contracting Authority, the Purchaser or NATO liable for the consequences of such a decision.
- 6.1.4 Contractor(s) personnel whose presence at NATO is not accepted or becomes undesirable shall immediately leave the NATO compound.

The Contractor(s) shall not hold the Contracting Authority, the Purchaser or NATO liable for the consequences of such a decision.

- 6.1.5 The Contractor(s) must provide the Site Security Manager with the following information on Contractor(s) personnel and equipment that must access/be brought within NATO compounds: full personal particulars of Contractor(s) personnel (including security clearance information), a duty roster, vehicles' registration numbers and a list of all equipment and machinery. Information must be provided at least three working days before site access can be granted.
- 6.1.6 Any changes to the Contractor(s) personnel must be communicated to the Site Security Manager as soon as possible to be included on the roster, otherwise they will be denied access to the site.
- 6.1.7 The Contractor(s) shall provide the Site Security Manager with a confirmation that he provided to its personnel a security briefing, at least 48 hours before start of performance.
- 6.1.8 The Contractor(s) shall inform his staff about the access control and emergency procedures at NATO i.e. search of individuals, their luggage and vehicles, fire and emergency drills.
- 6.1.9 Safety and security briefings shall also be provided by the Purchaser to all Contractor(s) personnel.
- 6.1.10 The Contractor(s) shall accept responsibility for irregular/illegal behavior of its personnel.

7. WORKING AT NATO

- 7.1 All Contractor(s) personnel shall follow the instructions from the Site Security Manager regarding entrance to, and work on the site and shall stay within the indicated perimeter.
- 7.2 Contractor(s) personnel will receive security passes, which have to be worn visibly at all times.
- 7.3 If required, photo ID access cards could be provided to Contractor(s) personnel to allow for immediate identification and controlled access to certain areas.
- 7.4 Contractor(s) personnel may be subject to a personal search and a search of his/her vehicle, luggage and equipment while on site.
- 7.5 Cell phones, tablets and portable computer equipment (laptops, PDAs, etc.) required for contractual work may be brought into certain NATO zones and/or areas strictly and only with the prior approval of the Site Security Manager. Any equipment brought on

site may be subject to specific security checks. They may not be used if they disturb the activities of NATO staff members in any way.

- 7.6 Contractor(s) personnel is not allowed to access NATO computer networks.
- 7.7 It is strictly unauthorized to bring weapons, explosives or dangerous materials into NATO compounds without the proper licenses and authorization from the Site Security Manager.
- 7.8 It is strictly unauthorized to bring drugs, alcohol or prohibited substances into NATO compounds.

8. LOGISTICS

- 8.1 The Contractor(s) acknowledges that transportation and storage rules shall always be in accordance with all the security policies applicable to the classification level of the transported assets and could be reviewed and upgraded depending on the classification level, in accordance with CM(2002)49.
- 8.2 The vehicles transporting NATO assets and leaving the NATO compounds must remain at all times in a NATO Member Nation. They shall arrive in the destination location (inside NATO compounds) on the same day they left the current location, during working hours.
- 8.3 In exceptional cases, only upon request by the Purchaser, overnight transport of NATO RESCRICTED assets could be foreseen, in which case additional security measures may apply, as required by the Purchaser and as confirmed by the Sites Security Managers.
- 8.4 Contractor(s) vehicles may be subject to a detailed search and materials scanned on first arrival at both the current and the destination location.
- 8.5 Contractor(s) vehicles will remain on site throughout the move. Any vehicles leaving the current location or the destination location site during the move period may be subject to a detailed search and material scan on their return.
- 8.6 Contractor(s) vehicles transiting from one building to another within the same NATO compound (intra-site moves) will not be subject to the normal inspection and scanning procedures applied to other logistics deliveries but will still be subject to normal entry checks at both sites.
- 8.7 Contractors(s) must ensure that emergency exits are not impeded and that vehicles can be moved at immediate notice if necessary.

9. MATERIEL AND CLASSIFICATIONS

- 9.1 Assets being transported will be afforded a level of security protection commensurate with their classification, to be determined by the Purchaser and communicated to the Contractor(s).
- 9.2 Assets will assume the highest level of classification of any single document or item included in the group of assets being moved.
- 9.3 Labels will not include security classification markings in order that the security classification of materials cannot be identified by their external packaging.
- 9.4 Appropriate packaging and tamper evident security devices shall be used for all materials and vehicles. Additional security measures may be used where the classification or sensitivity of equipment or material dictates.

10. SECURITY OF INFORMATION

- 10.1 The Contractor(s) shall comply with applicable laws, regulations and best practices in information security and cyber defence specifically on data protection, on data privacy, on access management and on storage of information.
- 10.2 All information related to the present Contract shall be stored in a NATO Member Nation.
- 10.3 Should any information related to this Contract be stored in a cloud system (cloud storage), NATO reserves the right to audit (or request an independent audit on) the processes and controls in place to secure the security of the information related to this Contract.
- 10.4 Data related to a move must be erased within 30 days after completion of the move (i.e. after the invoicing and settlement of claims, if any), unless otherwise required by the applicable laws and regulations.
- 10.5 Is it the responsibility of the Contractor(s) to ensure that his sub-contractor(s) comply with all requirements on security of information. The Contractor(s) may be requested to provide the list of all the subcontractor(s) that he intends to rely on for performance of the present Contract.

ANNEX III. INDICATIVE DATA

While mostly standard relocation services shall be required, the Contractor(s) understands that the relocations will have different specific requirements and complexity levels (refer to SOW Part II- §3).

General information:

As an average indication, one NATO staff member would require to move:

- 2-5 boxes (dimension 35 x 35 x 55 cm);
- Office IT (workstation, 2 monitors 24", relevant cabling and ancillaries)
- Office desk and chair(s);
- Office equipment (desk lamp, coat rack, drawers and bookshelves);
- White board(s);
- One document cabinet every two staff.

ANNEX IV. DEFINITIONS, ABBREVIATIONS AND ACRONYMS

1. "Contracting Authority," means the awarding authority responsible for drafting the present statement of work, processing, in collaboration with GPSS user entities, the evaluation of the tenders received in response to the call for tenders, and awarding, concluding and managing the resulting framework contracts.
2. GPSS means Federal General Procurement Supplies and Services
3. "Current location" means the location where the goods and assets to be transported are to be collected from.
4. "Destination location" means the location where the goods and assets transported are to be delivered to.
5. "GPSS User Entity" means NATO Organizations, Agencies, Commands or bodies which, as GPSS' customers, have access to the services procured under the present RFP.
6. "Move day(s)" means the day(s) during which the physical move is performed.
7. "(NATO) assets" refer to material, goods, items, or NATO belongings of all kind entrusted to the Contractor(s).
8. "NATO move coordinator" is the Purchaser's official responsible for a specific move activity. He shall be the Contractor(s) point of contact for operational matters and move requirements related that specific move activity (ies).
9. "NATO RESTRICTED" (NR) is a security classification applied to information the unauthorized disclosure of which would be undesirable to the interests of NATO.
10. "Office": Working environment dedicated to production activities (e.g. staff, engineering, technical work) and composed of various types of assets (listed in Part II - § 2) in accordance with the scope of the SOW.
11. "Personnel" means an employee of the Contractor(s), or of a Subcontractor(s) assigned to perform the services described under this SoW.
12. "Purchaser" means a duly authorized GPSS user entity that originates a task order.
13. "PSC" stands for NATO SECRET Personal Security Clearance
14. "SCO" stands for Senior Contracting Officer.
15. "SoW" stands for "Statement of Work"
16. "Subcontractor(s)" mean Contractor(s), agents selected and retained by Contractor(s) to perform (part of) the Services.

17. "Task order" means the official NATO request that defines the specific requirements of the move, for organizational and pricing purpose