



IFIB-ACT-JALLC 24-10

BIDDING INSTRUCTIONS

PART I

1. General

- 1.1 The purpose of this International Competitive Bidding (IFIB) is to award a Concessionaire Contract for operation of the Duty-Free and Rationed-Items Canteen at the Joint Analysis and Lessons Learned Centre (JALLC) Detachment located in the Portuguese Military Compound Reduto Gomes Freire in Oeiras (Portugal).
- 1.2 The solicitation, evaluation, and award processes will be conducted in accordance with the terms and conditions contained herein.
- 1.3 The Contract will be awarded to the Bidder whose offer aligns best with the requirements and intents, and whose conforming proposal represents the best value and service solution for JALLC.

2. Classification

- 2.1 This IFIB is not a **classified** document.

3. Definitions

- 3.1 The term "Prospective Bidder", shall refer to the entity that has indicated thereon its intention without commitment, to participate in this IFIB.
- 3.2 The term "Bidder", shall refer to the bidding entity that has completed a bid in response to this IFIB.
- 3.3 The term "Compliance" as used herein means strict conformity to the requirements and standards specified in this IFIB.
- 3.4 The term "Concessionaire" refers to persons or business enterprises operating under their own legal personality under contract with the headquarters and providing services.
- 3.5 The term "Statement of Work" (hereinafter referred to as SOW) refers to the technical requirements defined by JALLC.
- 3.6 The term "ACT" shall refer to the Allied Command Transformation, with Headquarters located in Norfolk, Virginia USA.
- 3.7 The other definitions are explained in Paragraph 1 of Part III Section A of this IFIB.

4. Eligibility

- 4.1 This IFIB is open to Governmental or Commercial entities that:

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- a) Originate and are chartered/incorporated within NATO member Nations,
- b) Maintain a professionally active facility (office, factory, laboratory, etc.) within NATO member Nations;
- c) Provide the funding for the aforementioned requirement;
- d) Demonstrate to have the experience and the capacity in scope and magnitude to the requirement described in this IFIB and to provide a high variety of goods and services;;
- e) At the time of bidding, bidders must be legally authorized to operate this kind of business in NATO member Nations;
- f) Have had no claims in excess of 250,000 Euros (or US Dollars equivalent) filed against them or have not been involved in Litigation;
- g) Do not fall under the exclusion criteria defined in Annex B-9.

5. Exemption of Taxes

- 5.1 Goods and services under this contract are exempt from, or eligible for reimbursement of, taxes, duties and similar charges in accordance with Article 8, *Protocol on the Status of International Military Headquarters set up pursuant to the North Atlantic Treaty* (Paris Protocol) dated 28 August 1952, and Article 17, *Agreement between the Portuguese Republic of the one part, and the Supreme Headquarters Allied Powers Europe and Headquarters Supreme Allied Commander Transformation, of the other part, to Supplement the [Paris Protocol]* dated 4 September 2014.

6. Amendments or Cancellation

- 6.1 JALLC reserves the right to amend or delete any one or more of the requirements, terms, conditions or provisions of the IFIB prior bid opening. A solicitation amendment or amendments shall announce such action.
- 6.2 Amendments issued **before** the established time and date for receipt of offers shall be issued to all parties receiving the solicitation.
- 6.3 Amendments issued **after** the established time and date for receipt of offers shall be issued to all bidders that have not been eliminated from the competition, provided that the reasons for the elimination are not material in the changes.
- 6.4 JALLC reserves the right to cancel, suspend or withdraw for re-issue at a later date, at any time, this IFIB either partially or in its entirety. No legal liability on the part of JALLC shall be considered for recovery of costs in connection to bid preparation. All efforts undertaken by any bidder shall be done considering and accepting, that no

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costs shall be recovered from JALLC. If this IFIB is cancelled prior to the bid opening, the bids already received shall be removed and deleted from the mailbox.

7. Bidder's Conference

7.1 A Bidder's Conference will take place on **29 May 2024, at 09.00 AM Central European Time (CET) in Oeiras, Portugal** with interested potential Bidders. Attendance at the bidders conference is **mandatory** to ensure successful proposal development. Minutes of the conference shall be recorded and a written response to all questions received shall be published at www.act.nato.int/contracting and www.jallc.nato.int/contracting for transparency.

8. Site Survey

The facility and equipment of the existing duty free and rationed-items Canteen - as described in the SOW, Part II of this IFIB - will be visited during a Site Survey, to be held concurrent with the Bidder's Conference described above in paragraph 7.

8.1 Participation in the Bidders Conference / Site Survey must be requested at least 48 hours prior to the Bidder's conference date from **all** designated Points of Contacts listed below, who will provide participants with further instructions (i.e. joining instructions, address, and meeting location):

- a. Mr. Andre Grenho, tel. +351 217 717 030, email: andre.grenho@jallc.nato.int
and
- b. Tonya Bonilla, tel. +001 757 747 3575, email: tonya.bonilla@act.nato.int

8.2 Any expenses related to any aspect of this IFIB, including but not limited to the Bidder's conference and site survey, are the responsibility of, and thus borne by, prospective Bidders and shall not be subject to reimbursement by the JALLC or ACT.

8.3 The Prospective Bidder is responsible for all clearances needed to access the service location, as per instructions provided by the POCs above.

9. Clarifications to the Solicitation

9.1 Prospective Bidders should seek for clarifications at their earliest convenience. Any explanation regarding the meaning or interpretation of terms, clause, provision or specifications of this IFIB, shall be requested in writing, to the Contracting Officer(s) indicated in the Contacts section (Part I, Para 20 of this IFIB). The Contracting Officer(s) must receive such requests for clarification no later than twenty-eight (28)

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calendar days before bid closing date. The Contracting Officer(s) is under no obligation to answer questions submitted after this time.

9.2 Information in response to a request for clarification to a Prospective Bidder shall be shared as submitted with all Prospective Bidders in the form of a Question and Answer (Q&A) amendment (except for the identity of the questioner). All such amendments shall be incorporated into this IFIB and published on the JALLC and ACT website as part of this solicitation. Published answers issued by the Contracting Officer shall be regarded as the authoritative interpretation of the IFIB. Oral interpretations shall not be binding unless confirmed in writing by the Contracting Officer.

9.3 The Frequently Asked Questions (FAQ) published on the JALLC official website will contain answers to some of the most common questions. The aim of FAQs is to help Prospective Bidders to understand bidding process. Please review them prior to seeking clarification.

10. Bid Closing Date

10.1 Bids shall be received by the Contracting Officer(s), **no later than 1 July 2024, 0900 AM, CET**. Bidders are responsible to ensure that the electronic proposal has sufficient time to make its way through any firewalls or email traffic. No bids shall be accepted after this time and date.

10.2 Written and duly justified requests for extensions of the bid closing date shall be submitted directly to the Contracting Officer(s), and may be granted at their discretion. Such requests must reach the Contracting Officer(s) no later than fourteen (14) calendar days prior to the bid closing date. When extensions of the bid closing date are granted, the Contracting Officer will immediately advise all the potential Bidders by publishing it on the relevant website(s) and, when possible, by sending an email notification.

11. Bid Validity

Bids shall remain valid for a period of 120 days from the applicable closing date set forth within this IFIB. JALLC reserves the right to request an extension of validity. Bidder shall be entitled to either grant or deny this extension of validity. JALLC shall automatically consider a denial to extend the validity as a withdrawal of the bid. In order to comply with this requirement, the Bidder shall complete the Certificate of Bid Validity (Annex B-3). Bids with a validity period shorter than 120 days may be determined to be non-compliant by Contract Award Committee (CAC).

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12. Contents of Proposal

12.1 The proposal shall consist of the following:

a) Administrative Proposal – Volume A:

c.1 The Volume A (also referred as the "Bid Administration" package) shall contain the following documents and Certifications, duly signed and completed by the Bidders (see Annexes B-1 through B-9 of the Bidding Instructions):

- IFIB Response Check List (ANNEX A)
- Certification of Legal Name Of Bidder (ANNEX B-1)
- Certification of Independent Determination (ANNEX B-2)
- Certification of Bid Validity (ANNEX B-3)
- Certification of Exclusion of Taxes and Charges (ANNEX B-4)
- Certification of Compliance (ANNEX B-5)
- Liability Declaration (ANNEX B-6)
- Certification of Authorization To Performance (ANNEX B-7)
- Certification of Absence of Claim or Litigation (ANNEX B-8)
- Declaration on Exclusion Criteria (ANNEX B-9)

c.2 In addition, this Administrative Proposal shall contain the following mandatory certificates:

- Certificate from Social Security Authorities proving Bidder's fulfilment of past and present Social Security contribution obligations.
- Certificate from National Tax Authorities proving Bidder's fulfilment of past and present Tax obligations.
- Certificate from current Insurer stating Bidder's fulfilment of suitable Civil Liability insurance (with clear indication of liabilities covered and limits).

b) Technical Proposal – Volume B:

b.1 The Bidder shall provide documentary evidence of the required level of corporate experience in the field of Tax-Free retail and Rationed Goods business. This evidence shall be based on completed or on-going Contracts and shall consist of one (1) Past Performance (Annex C),

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submission for work similar in size, cost and scope as described in this IFIB.

- b.2 The Bidder shall provide a formal description of their Corporate Structure or an Organisational Chart. The Bidder shall provide also a description of their Project Management structure or an Organisational Chart where the names of the Project Management Personnel are clearly identified. This information shall be sent directly to the Contracting Officer(s) as part of the Volume B submission email.
- b.3 The Bidder shall demonstrate their overall understanding of the purpose, scope, objectives, and constraints of the Services they will be contracted to perform, as well as a general understanding of the environment in which the contract must be performed. Bidder is expected to address proposed plan for establishing relationship with community/customer. This shall be done in writing, through an outline of the Bidder's intentions and methods which will be employed to meet the requirements outlined in the SOW (Part II of this IFIB), to be submitted as part of the Volume B submission email.
- b.4 The Bidder shall provide a view of the variety of Goods and Services they will be able to provide as well as the assortment of Brands they will be able to sell in the JALLC Canteen premises (ANNEX D), submitted as part of the Volume B submission email.
- b.5 If offered, the Bidder shall provide a preview of the Web Portal, which may be use by eligible customers to submit online orders and track their rations in real time. A description of its key features and functionalities that meets the requirements described in the SOW (Part II of this IFIB) is required as a minimum. Given the nature of this service, the Bidder should devote particular attention to display/describe the built-in Internal Controls, and Privacy and Transparency mechanisms of the Web Portal solution proposed. This information must be submitted as part of the Volume B submission email.

c) Financial Proposal – Volume C:

- c.1 As a general principle, Bidders shall exclude from the calculation of their price proposal all taxes, duties, and customs charges from which the JALLC is exempted. For details please see Part II, Point 5 of this IFIB.

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- c.2 The Bidder shall propose a fixed monthly fee that it will pay for the privilege to operate the JALLC Canteen, hereinafter referred as the Concession Fee. The payment of this fee is independent from any variable financial parameter such as revenue, sales, profit, and costs. The Concession Fee shall be considered valid and inalterable for the duration of this Concessionaire Contract.
- c.3 The Bidder shall propose the maximum mark-up, expressed in percentage points, they will apply to the consumer's (off-the-shelf) price for Rationed Items and Non-Rationed Alcoholic Beverages below 22% alcohol.
- c.4 The Bidder shall propose the maximum mark-up, expressed in percentage points, they will apply to the consumer's (off-the-shelf) price Tax-free tobacco products.
- c.5 The latter does not apply to other tax-free products, which may broadly vary in type and nature, and shall be considered valid and inalterable for the duration of this Concessionaire Contract.

13. Proposal Submission

- 13.1 The proposal must be submitted entirely in English. Any document supporting the bid that is not translated into English shall not be considered eligible for evaluation and may result in the bid being administratively non-complaint. Whenever key supporting documents cannot be released in English language by the issuer, self-translation into English will be exceptionally accepted; but the CAC reserves the right to verify self-translations at its expense during the bid evaluation stage.
- 13.2 It is strictly required that bids are presented in the correct format(s) and include all the necessary documents to enable the CAC to assess them properly. Failure to respect these requirements constitutes a formal error and may result in rejection of the bid.
- 13.3 Proposals (Volumes A, B, C) must be submitted electronically as three separate e-mails sent to the Contracting Officer(s) with the following mode and formats:
- Volume A** – One (1) Email, one (1) attachment (PDF format) including all information /Annexes mentioned in the Administrative Proposal (12.1, para a).
 - Volume B** – One (1) Email, one (1) attachment (PDF format) including all the documentation required in the Technical Proposal (12.1, para b).
 - Volume C** – One (1) Email, one (1) attachment (PDF format) including information/ Annexes mentioned in the Financial Proposal (12.1, para c).



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13.4 No hard copy proposals are required nor will be accepted as part of the submission. Due to technical limitations and firewall constraints, on exceptional bases, attachments can be split in multiple files and even emails, if this is properly justified in advance.

13.5 Proposals shall be submitted electronically in a three separate PDF documents, one containing the Administrative Proposal, one containing the Technical Proposal and one containing the Price Proposal. The Administrative and Technical Proposal should be emailed together to the technical email and the Financial proposal should be emailed to the Price Proposal email:

- Technical proposal: techproposal@act.nato.int
- Price proposal: priceproposal@act.nato.int

E-mail subjects shall include the solicitation information along with company name (for example: IFIB-ACT-JALLC-24-10_Admin_ABC Inc. / IFIB-ACT-JALLC-24-10_Tech_ABC Inc. / IFIB-ACT-JALLC-24-10_Price_ABC Inc.). Allow sufficient time in your submission should you encounter e-mail size challenges.

13.6 The PDF files should be compressed to minimize their size, and where multiple documents and certifications are requested within the same Proposal Volume, they shall be combined in a single document with multiple pages.

13.7 Partial bidding is not permitted.

13.8 It is the sole responsibility of the Prospective Bidder to review the Q & A that may be issued in support of this solicitation, prior to bid submission.

13.9 No oral bids, oral modifications or telephonic bids shall be considered.

13.10 It is the ultimate responsibility of the Bidder to review their proposal before submission, ensuring they meet all minimum administrative and technical specifications and that their offer meets the conditions set forth in this IFIB.

14. Late Proposals

14.1 It is solely the Bidder's responsibility that every effort is made to ensure that the proposal reaches the Contracting Officer(s) electronically prior to the established closing date and time. No late bids shall be accepted.

14.2 The date and time of delivery of the email containing the last proposal Volume submitted by the Bidder to the Contracting Officer(s)'s inbox shall be taken into account for establishing the Bid delivery time.

14.3 Any delay that may result from mail filters, firewalls, email traffic, etc. shall not be ascribed to NATO and does not constitute a liability for ACT or JALLC.

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15. Bid Withdrawal

15.1 The Bidder may withdraw their bid up to the date and time specified in this IFIB under Para 10.1. Such withdrawal must be formally submitted, in writing, to the attention of the Contracting Officer(s).

16. Bid Evaluation

16.1 General

The JALLC will evaluate bids solely on the basis of the requirements specified in this IFIB. Bids will be evaluated by the CAC by using a Scoring System based upon the technical and financial proposals received from the Bidders in response to this IFIB. In order to identify the Bidder offering the best quality/financial ratio, the following formula will be used to calculate overall scores for the competing offers:

$$\text{Total Score} = \text{Technical Score} + \text{Financial Score}$$

The maximum value of the total score is one hundred (100), with the technical score being weighted at 60% and financial score being weighted at 40%:

Max. Total Score	Max. Technical Score	Max. Financial Score
100	60	40

16.2 Administrative compliance (Pass or Fail):

Prior to the evaluation of Financial and Technical criteria, Bids will be reviewed for compliance with the Bid Submission Requirements of this IFIB. A Bid that fails to conform to requirements below may be declared non-compliant and may not be evaluated further by the JALLC (selection criteria: Pass or Fail):

- a) The Bid was received by the Bid Closing Date and Time.
- b) The Bid is complete in all Volumes, submitted consistent with the instructions provided.
- c) The Bidder has submitted signed (by the originator) copies of all the Certificates requested.
- d) The Technical Proposal is complete and meets the purpose of this IFIB:
 - **Past Performance (one)** The bidders has demonstrated the ability to successfully fulfil the requirements of this IFIB with the submission of detailed past performance consistent with the requirements herein and similar in size and scope (ANNEX C).

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- **Description of the corporate and of the project management structures** listing the names and qualification of the management personnel, to be provided as part of the Volume B submission.
- **Description of the Bidder's strategies and methods** to be employed to meet the requirements outlined in the SOW, to be provided as part of the Volume B submission.
- **List of goods, services, and brands** that the Bidder will be planning and able to sell in the Canteen premises (ANNEX D).
- **(If applicable) Description of the Web Portal key features, functionalities, and internal controls**, to be provided as part of the Volume B submission.

16.3 Technical volume evaluation (up to 60 points)

The technical submission will be evaluated using the following criteria:

- a) Fifteen (15) points awarded to the Bidder with the past performance most closely aligning to the scope of requirements within this IFIB.
- b) Thirty-five (35) points awarded to the Bidder who offers the broader variety of goods, services, and brands.
- c) Ten (10) points awarded to the Bidder who offers best Web Portal Proposal. Bidders who do not offer a Web Portal as part of their bid will receive Zero (0) points but will still be considered compliant.
- d) Finally, a final ranking of the all Technical Volumes will be made, and points will be assigned using the following table:

	A	B	C
PROPOSAL	PAST PERFORMANCE SCORE (ANNEX C)	VARIETY OF GOODS, SERVICE, AND BRANDS (ANNEX D)	WEB PORTAL FEATURES, FUNCTIONS AND CONTROLS
Best	15 points	35 points	10 points
2 nd Best	10 points	25 points	8 points
3 rd Best	6 points	15 points	6 points
4 th / Following	4 points	4 points	4 points

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	N/A	N/A	No Web Portal Offered 0 points (Still Compliant)
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16.4 Financial Proposal evaluation (up to 40 points)

The evaluation of the financial proposals will be made in accordance with the following criteria:

- a) Twenty (20) points awarded for the best Concessionaire Fee proposal. Best equals to highest fixed monthly Concessionaire Fee amount offered by the Bidder. The Concessionaire Fee minimum value was assessed to amount three thousand (3,000.00) Euros – thirty-six thousands (36,000) Euros in a year. Bids lower than this amount will not pass the Financial Proposal evaluation stage.
- b) Up to Twenty (20) points awarded for the best Mark-Up proposal (ANNEX F) for specific types of tax-free goods. Best equals to lowest not-to-exceed Mark-Up percentages proposed for:
 - a. Tax-free Tobacco products (10 Points Max)
 - b. Tax-free Alcoholic beverages < 22 percent (10 Points Max)

Within each category, Mark-Ups may vary from brand to brand and over time at full Concessionaire's discretion – allowing them to take full advantage of market trends - and not limiting offers or promotions, with the condition that the highest Mark-Up in the category sold doesn't surpass the one proposed.

- c) Finally, a final ranking of the Financial Volumes will be made, and points will be assigned by using the following table:

	A	B	C
PROPOSAL	CONCESSIONAIRE FEE (ANNEX E)	MARK-UP ON TOBACCO AND RELATED PRODUCTS (ANNEX D)	MARK-UP ON ALCOHOLIC BEVERAGES >22%
Best	20 points	10 points	10 points
2 nd Best	17 points	7.5 points	7.5 points
3 rd Best	12 points	5 points	5 points
4 th / Following	7.5 points	2.5 points	2.5 points



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17. Clarifications of Proposals

During the entire evaluation process, the JALLC reserves the right to seek clarification from any Bidder to ensure that they understand what is offered, reducing language interpretation biases, and resolve potential areas of non-compliance. Clarifications should not cause Financial Proposals to change or Technical Proposals to materially change. Clarification requests may not be needed in case of administrative errors (e.g. clerical mistakes, obvious misplacement of a decimal point).

18. Bid Terms and Conditions

All the terms and conditions of a Bid are deemed as accepted by the Bidder and incorporated into the Bidder's proposal submission. It is the JALLC's intention that the General and Special Terms and Conditions (PART III, Sections A and B of this IFIB) and the Successful Bidder's response to this IFIB will form the Contract between the JALLC and the Successful Bidder. The Bidder shall clearly identify any exception requests to the Terms and Conditions in its proposal submission for consideration by the JALLC.

19. Award

- a) The JALLC will award the Contract to a Single Source.
- b) The JALLC CAC shall award the Contract to the Bidder whose conforming proposal represents Best Value solution for the JALLC (Successful Bidder).
- c) Contract Award date is anticipated in July 2024.
- d) The JALLC reserves the right to withdraw the award of the contract to a Successful Bidder within 21 days of the award if, in the opinion of the JALLC, the Successful Bidder is unable or unwilling to enter into a satisfactory form of contract. The JALLC shall be entitled to do so without any liability being incurred by the JALLC to the Bidder.
- e) Contracting Officer(s) will notify all Unsuccessful Bidders after the CAC has made a Contract Award.

20. Communications

All communications related to this IFIB, between a Prospective Bidder and the JALLC shall be only done through the Contracting Officer(s). Designated Contracting Staff shall assist the Contracting Officer(s) in the administrative process. There shall be no contact with other JALLC personnel in regard to this IFIB. This will ensure fair and open competition with equal consideration and competitive leverage to all interested Parties.



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21. Points of Contact

Tonya Bonilla, ACT Contracting Officer

Email: tonya.bonilla@act.nato.int

Andre Grenho, JALLC Administrator (Procurement & Finance)

Email: andre.grenho@jallc.nato.int



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PART II SOW

STATEMENT OF WORK (SOW)



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PART II SOW

CONTENTS:

1. Scope of Work
2. Period of Performance
3. General Requirements
4. Concessionaire Fee, Taxes, Price Type and Financial Specifications
5. Quality Assurance and Control

Enclosures to this SoW:

Enclosure 1 – Limits for Rationed Duty Free Goods

Enclosure 2 – JALLC Canteen Facilities Images

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PART II SOW

1. General

- a. The NATO Joint Analysis and Lessons Learned Centre (hereinafter referred to as the “JALLC”) offers the opportunity for a Concessionaire, registered as a business entity and eligible to conduct business in Portugal, to assume operation, on its behalf, of the Canteen, which is an international duty-free retail and rationed-item business.
- b. The Concessionaire’s operation of the Canteen should meet the needs of entitled members and personnel from JALLC and other NATO entities located in the Lisbon area or temporarily assigned thereto (defined in relevant international agreements; hereinafter “entitled patrons”) and their eligible dependents by providing high-quality goods, supplies, and services, in a pleasant environment and at tax-and duty-free prices.
- c. The total number of staff assigned to or working for NATO community in the Lisbon area is approximately 500. The number of entitled patrons and their eligible dependents varies, but typically exceeds the number of personnel physically present at a given NATO entity in Lisbon as the number of temporary personnel or members entitled to temporary ration cards is on average 4,000 to 5,000 annually (taking in consideration the NCI Academy Students). Such entitled members or personnel participating in training events or otherwise temporarily in the Lisbon area under NATO or national travel orders for periods of one to three weeks. Typical weekday working hours for entitled patrons are 0730 to 1530 hours. JALLC is unable to predict nor guarantee the number of customers per day; however, JALLC will inform the Concessionaire of any known significant increases or decreases in the number of entitled patrons or eligible dependents as available.

2. Period of Performance

- a. The contract awarded through this IFIB will be effective from 1 January 2025 – December 2025.
- b. There are four (4) contract option periods of one year each, not exceeding a period of maximum five (5) years (up until 31 December 2029).
- c. Execution of the contract option period will be dependent upon certification of satisfactory performance during execution of current base or option period.
- d. Should JALLC choose not to exercise an option period, the Contracting Officer will notify the Concessionaire, in writing, at least three (3) months prior to current contract end-date.
- e. The Contracting Officer will provide notice of extension in writing no later than three (3) months before the expiration date of the contract or subsequent option period (as applicable).



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- f. Should the Concessionaire terminate its operation prior to the end of the contract, it agrees to pay JALLC, within thirty (30) days of notice of contract termination, the monthly concessionaire fees for next three (3) months, or until the end of the current contract in force, whichever is less.
 - g. There will be no automatic contract extensions.

3. Location and General Requirements

- a. Facility.

- (1) The Concessionaire's location for this retail operation is the top floor (ground level) of a two-story building within the JALLC Detachment Oeiras premises located in Estrada da Medrosa – Reduto Gomes Freire, 2780-070 Oeiras. Total capacity of the Canteen retail sale area is 192,70 m². The capacity of the Canteen's adjacent storage, service, communication and administrative area is 76,55 m².

- (2) In addition to the retail sale and storage areas, Concessionaire may also maintain an online, internet web portal accessible by entitled patrons. Access to this web portal requires verification of the customer's eligibility to purchase tax- and duty-free from the Canteen, and provides entitled members and personnel and their eligible dependents with the ability to view, select, purchase, pay, and have delivered, all rationed items and other concessionaire offerings, to the extent allowed by law. Delivery and pick-up of orders will be possible only at the physical store located at JALLC premises.

- (3) The Concessionaire, operating under its own legal personality:

- i. Agrees to purchase all existing physical inventory of goods available for sale in the JALLC Canteen on the contract commencement date at original costs, as substantiated by invoices; **The Bidder shall provide a phase-out/phase-in plan as part of the technical proposal submission detailing the proposed timeline and process for handover/purchase of remaining inventory.**
 - ii. Provides all necessary goods, equipment, shelving, display cases, and staff, taking full responsibility for all business income and payroll taxes, debts, and risks associated with operation of its business. **Existing shelving, display cases, front counter, and related fixtures will remain in the Canteen for Concessionaire's use. Concessionaire is not permitted to sell or otherwise dispose of such items without written consent from the JALLC;**
 - iii. Complies with headquarters' and Portuguese safety, sanitation and security regulations;



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- iv. Maintains, at all times, adequate insurance against loss, fire, or other damage to the facility, fixed equipment, and property owned by JALLC and provided for Concessionaire's use, as well as adequate insurance in relation to its activities against third party liability, including commercially insurable risks, claims by the JALLC, or other NATO entity, and its personnel or members within the framework of Portuguese legislation.
 - v. Does not act or conduct business in any way as to cause reputational, financial, or legal consequences or liability to the JALLC or other NATO entity.

(4) The Concessionaire is not permitted to display advertisements, notices, or other literature or pictures not related directly to its operation of the JALLC Canteen Concessionaire, in any areas made available to it, or to cause such materials to be displayed, unless authorised by JALLC. The Concessionaire agrees to permit the JALLC to display posters or notices in the premises.

b. Entitled Members or Personnel and Eligible Dependents.

The Concessionaire shall provide services to all Members and Personnel of an Allied Headquarters, as defined in the Supplementary Agreement (see Special Terms and Conditions, Point 4 for reference), including military and civilian personnel who are temporarily assigned to one of the NATO entities or national units eligible to purchase from the Canteen. The Concessionaire shall require that all Concessionaire's customers present either an appropriate NATO ID card (AMIS or entity-specific NATO ID) or Rationed Items Card issued by JALLC to eligible patrons. The above listed documents will serve as a proof of entitlement for tax-exempt shopping privileges.

c. Essential Services. The Concessionaire must:

- Independently manage and operate a duty-free retail business in the location described in paragraph 3.
- Provide, install, and maintain the necessary equipment to use in the facilities (cashier machine, cash checkout counter, bankcard reader, computer, printer, etc.)
- Provide excellent customer service and offer a wide variety of high-quality goods as currently available including, but not limited to, merchandise as categorized below (the "List of Products"):

d. Desirable Services.

- Independently manage and operate an online, internet web portal for on-line orders with access available to all entitled personnel.

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PART II SOW

	CATEGORY OF PRODUCT STATED IN Part I - Annex D	LIST OF PRODUCTS
RATIONED ITEMS	Tobacco	Cigarettes, tobacco, hand-rolling tobacco, cigars
	Alcoholic beverages with an alcohol content of 22% or greater	Spirits
	Alcoholic beverages with and alcohol content below 22%	Liquor, wine, champagne, sparkling wine, etc.
NON-RATIONED ITEMS	Perfume, cosmetics, personal hygiene	Perfumery articles, cosmetics and articles for personal hygiene
	Appliances, Consumer Electronics, Jewelry, Miscellaneous	Gifts, Souvenirs, Memorabilia
		Watches, Sports Apparel, Sunglasses, Clothing
		Big appliances, small appliances, electronic equipment and related products
		Toys
	Non-alcoholic beverages (and grocery items)	Coffee, tea, and related products
		Candy, confectionery and chocolate specialties
Soft-drinks		

e. Other requirements.

(1) The Concessionaire agrees to comply strictly with Host Nation laws and European Union warranty directives and to take action under warranty(ies) immediately upon customer request.

(2) The Concessionaire will allow JALLC MWAC and other JALLC official parties, as approved by the JALLC, to purchase goods and services, for use in support of official JALLC activities and MWAC-sponsored events.

(3) The Concessionaire will ensure, with consultation of the COTR, that the variety of goods reflects the needs of the entitled patrons.

(4) The Concessionaire will provide shopping bags and pack purchased goods.

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4. Opening Hours

- a. The Canteen's operating hours shall be, as a minimum, Monday through Friday, from 1000 hours until 1600 hours. Concessionaire agrees to adopt flexible hours of operation, upon COTR's written request, during exercises and other training events, provided that Concessionaire is not routinely required to exceed 30 hours of weekly operation.
- b. The Concessionaire may be exceptionally required to operate the Canteen on the JALLC official holidays observed, weekends, and official non-duty days during exercises and other training events.
- c. On an annual basis, JALLC will provide the Concessionaire a list of JALLC official holidays and non-duty days.

5. Concessionaire Fee, Taxes, Price Type and Financial Specifications

- a. The concession to operate the JALLC Canteen shall be free of charge with the exception of any profit sharing that may occur under provisions stated below. The Concessionaire shall execute the contract under its own responsibility and own expense.
- b. Purchase of eligible goods, supplies, and services for the performance of this Contract are exempt from VAT according to Articles 143 and 151 from the EC Council Directive 2006/112/EC, 28 November 2006. The JALLC by virtue of its status as an international military headquarters is exempt from taxes and customs duties for reasonable quantities of merchandise imported or purchased in Portugal for resale or distribution in the Canteen to entitled members or personnel, and their eligible dependents. The Concessionaire shall certify that the prices stipulated under this Contract and those charged to the eligible patrons do not include amounts to cover such direct taxes or custom duties.
- c. The Concessionaire will actively pursue opportunities where there is a potential for increasing turnover/profitability. The Concessionaire is responsible for all marketing activities.
- d. The Concessionaire is responsible for their supply arrangements. The Concessionaire shall follow guidelines of the applicable Portuguese regulations and guidelines for material storage and use, including of bonded items.
- e. The payment collection system will be simple and easy for patrons to use and minimise queuing times. Cash, credit card, debit card or other commonly used payment methods, will accept the payment. Each customer will receive clear and accurate copies of billing information and/or receipts.



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- f. The pricing for all goods sold under this Contract will include only the actual purchase cost of goods and, the respective Fees as provided in the Annex E (Concessionaire Fee Proposal) and (Bonded Goods and Non-Rationed Items Mark-up) of this IFIB-ACT-JALLC 24-10 price proposal. No other cost may be included in the unit price of goods sold at JALLC Canteen. Prices expressed in EUR will be clearly exposed to the customers.
- g. The Concessionaire will submit monthly financial reports to the COTR. JALLC will have access to all financial records/plans and reports upon request. The Concessionaire will provide all reports required by JALLC to assist with the management and audit of the Contract.
- h. The Concessionaire will grant a fixed amount monthly fee to the JALLC Morale & Welfare Activities Council as proposed in the bidding. The fee payments provided above will become due monthly on the 25th day of the following month and paid to the JALLC MWAC bank account. The beneficiary's bank account data are as follows:

BENEFICIARY NAME:	Joint Analysis and Lessons Learned Centre
BENEFICIARY ADDRESS:	XXXXXXXXXXXXXXXXXXXXXXXXXXXX
BANK NAME:	<i>(to be provided after contract award)</i>
BANK ADDRESS:	<i>(to be provided after contract award)</i>
IBAN:	<i>(to be provided after contract award)</i>
SWIFT CODE:	<i>(to be provided after contract award)</i>
PAYMENT CURRENCY:	<i>(to be provided after contract award)</i>

i. In the event of excusable delay (see JALLC's Contract General Terms and Conditions, paragraph 7) of enduring duration (such as a pandemic), a separate arrangement will be negotiated between Concessionaire and JALLC.

j. The Concessionaire may request in writing to JALLC to reduce proportionally its mark-up and JALLC profit sharing fee to move excess or outdated inventory. This reduction is a subject of approval made by JALLC and will be communicated by Contracting Officer.

6. Quality Assurance and Control

- a. The Concessionaire is required to implement a Quality Assurance plan that will include responsibilities, methods/frequencies of measurement, assessment, and method of recording and reporting the plan. The Concessionaire's Account Manager will attend and contribute to all official meetings as directed by the Contracting Officer,

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or duly appointed COTR, in order to manage the Quality Assurance system and provide the JALLC with information required. The Contracting Officer will evaluate the Concessionaire's performance under this Contract.

- b. Performance Evaluation Meetings. The Account Manager will periodically meet with the Contracting Officer and/or the COTR. Additional meetings will be held as determined by the Contracting Officer.
- c. Review. The services performed by the Concessionaire will be subject to review by the Contracting Officer or the authorised representative(s) at all times.
- d. The Concessionaire will provide all reports required or requested by the Contracting Officer to assist with the management of the Contract. Ensure that the aim of improving consumer satisfaction is a key consideration in any proposals regarding service delivery, the Concessionaire commits to a regular dialogue with JALLC representatives to discuss potential changes to services/procedures.
- e. Quality Control Program. The Concessionaire will be responsible for ensuring the quality and accuracy of the services provided. The Concessionaire agrees to incorporate appropriate management practices for quality assurance of all services and documentation. The Concessionaire will support the JALLC's inspection procedures necessary to ensure that all services delivered are in accordance with the Contract.

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Enclosure 1
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LIMITS FOR RATIONED DUTY FREE GOODS

JALLC Duty Free Rations

(Weekly ration apply to Temporary Assigned Personnel / NCI Academy Students).

RATION SCALE PER MONTH (Permanent Staff)

Cigarettes: 8 Cartons (800 Cigarettes)

Hand Rolling & Pipe: 10 Ounces (1000 grams)

Cigars: 2 Boxes (200 Cigars of 400 Cigarillos)

Alcohol (=/+22%): 8 Bottles

Alcohol (=/-22%)*:

- Wine: 24 Bottles
- Port Wine: 8 Bottles
- Liquors 8 Bottles
- Champagne: 8 Bottles

Perfumes: 4 Flasks

*up to a combined maximum of 32 bottles per month

RATION SCALE PER WEEK (Temporary Assigned Personnel / NCI Academy Students)

Cigarettes: 1 Carton

Hand Rolling & Pipe: 5 Ounces

Alcohol (=/+22%): 1 Bottles

Perfumes: 2 Flasks

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Should there be any change to the above listed Ration Scale or related authorities for rationed-item eligibility, the Contracting Officer or the COTR will provide these details to the Concessionaire. Effective dates for any changes will be specifically listed in the written notification to the Concessionaire.

Ration Scale carries over for one month, re-setting then at the end of the second month. This does not apply to December's monthly ration or to the weekly ration to NCI Academy Students nor to Temporary Assigned Personnel.

Ration Scale doubles in the month of December, for the Permanent Staff, but is ineligible for carry over.

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Enclosure 2 to IFIB-ACT-JALLC 24-10



International store – Corridor 1



International store – Corridor 2

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International store – Desk



Entrance

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PART II SOW



International Store Office



International Store Storage Area 1

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International Store Storage Area 2

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SECTION A

JALLC General Contract Terms and Conditions Index of Clauses

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1. Definitions

As used throughout this contract, the following terms shall have meanings asset forth below:

a. "JALLC" means the Joint Analysis and Lessons Learned Centre, located at Avenida Tenente Martins, Monsanto, 1500-589 Lisboa, Portugal.

b. Contracting Officer means the person executing and managing this contract on behalf of JALLC.

c. Inspector means a person appointed by the Contracting Officer for the purpose of determining compliance with the technical requirements of the contract.

d. The North Atlantic Treaty Organization is hereafter referred to as "NATO".

e. The term "days" shall be interpreted as meaning calendar days

2. Applicable law

Except as otherwise provided in this contract, this contract shall be governed, interpreted and construed with the laws of the Portuguese Republic Assignment.

3. Assignment

This agreement is not assignable by the Contractor either in whole or in part unless agreed in writing by JALLC Contracting Officer in accordance with:

a. Any modifications, including changes, additions or deletions and instructions under this contract shall not be binding unless issued in writing by the Contracting Officer

b. Sub-contractors shall be limited to citizens or legal entities of member nations of NATO, unless specifically authorized by the Contracting Officer.

c. The Contractor shall determine that any sub-contractor proposed by him for the furnishing of supplies or services which shall involve access to classified information in the Contractor's custody has been granted an appropriate facility security clearance by the sub-contractor's national authorities, which is still in effect, prior to being given access to such classified information.

4. Acceptance

a. Acceptance or rejection of the supplies shall be made as promptly as practicable after delivery, except as otherwise provided in this contract.

b. Acceptance shall be conclusive, except for latent defects, fraud, gross mistakes

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amounting to fraud, or otherwise stated in the Contract. It is the action by which JALLC acknowledges that the Contractor has fully demonstrated that the deliveries are complete and operational. The formal acceptance will take place when the following requirements have been met:

- Availability at final destination of all deliverables.
- Successful completion of acceptance testing.
- Verification of the inventory.
- Satisfactory completion of all training or other services, if any, required by that date.
- Agreement between the Contracting Officer and the Contractor on a discrepancy list (if necessary) and corresponding clearance dates.

c. When discrepancies exist and if these do not prevent satisfactory use or operation of the supplies, the Contracting Officer may declare the provisional acceptance. In this case he will withhold from payment an amount commensurate with the importance of the discrepancies but in any case not less than ten (10) percent of the total contract value and this until all discrepancies have been cleared; at that time the acceptance becomes final.

5. Service and Parts Availability

Unless as specified otherwise in the Technical Specifications, the Contractor and his subcontractors will maintain and furnish a source of an adequate supply of services, components, spare parts and sub-assemblies to properly maintain the supplies for a period of minimum five (5) years from Contract Effective Date.

6. Preferred Customer

a. The Contractor warrants that the prices set forth in this contract are as favourable as those extended to any Government, Agency, Company, Organization or individual purchasing like quantities covered by the contract under similar conditions. In the event that prior to complete 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 JALLC and the prices of such items shall be correspondingly reduced by a supplement to this contract.

b. Prices in this sense means "Base Price" prior to applying any bonuses.

c.

7. Notice of Shipment

a. At the time of delivery of any supplies to a carrier for transportation, the Contractor shall give notice of shipment to the Contracting Officer and to such other persons or installations



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as are designated by the Contracting Officer. If such instructions have not been received by the Contractor at least one working day prior to such delivery to a carrier, the Contractor shall request instructions from the Contracting Officer concerning notice of shipment to be given.

b. The following information shall be included in such notification:

- (1) Contract Number
- (2) Shipping address
- (3) From: (Name and complete address of consignor)
To: (Name and complete address of consignee)
- (4) Listing of supplies by Contract Items(s)
- (5) Number of and marking on packages(s)
- (6) Weight and dimensions of packages(s)
- (7) Name and address of Carrier, mode and date of shipment with waybill number,
- (8) Customs documents required by Contractor (if applicable).

8. Security

a. The Contractor shall comply with all security requirements prescribed by JALLC and the National Security Authority or designated security agency of each NATO country in which the contract is performed.

b. The Contractor shall be responsible for the safeguarding of NATO classified information, material and equipment entrusted to him or generated by him in connection with the performance of the contract.

c. Any known or suspected breaches of security or other matters of security significance shall be reported by the Contractor to the Contracting Officer and to the National Security Authority or designated security agency.

d. The Contractor shall apply to the Contracting Officer for approval before sub-contracting any part of the work, if the sub-contract would involve the sub-contractor in access to classified information. The Contractor shall place the sub-contractor under security obligations no less stringent than those applied to his own contract

9. Inspection

a. Unless otherwise specifically provided for in the specifications, all equipment, materials and articles incorporated in the work covered by this contract are to be new and of the most suitable grade of their respective kinds for the purposes intended. All workmanship shall be first class.

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b. All supplies (which terms throughout this clause includes without limitation raw materials, components, intermediate assemblies, and end products) shall be subject to inspection and test by JALLC, to the extent practicable at all times and places including the period of manufacture, and in any event prior to acceptance.

c. In case any supplies are defective in material or workmanship or otherwise not in conformity with the requirements of this contract, JALLC shall have the right either to reject them (with or without instructions as to their disposition) or to require their correction or to accept them against reduction in price which is equitable under the circumstances.

d. If any inspection or test is made by JALLC on the premises of the Contractor or sub-contractor, the Contractor without additional charge shall provide all reasonable facilities and assistance to inspectors in the performance of their duties. If JALLC inspection or test is made at a point other than the premises of the Contractor or a sub-contractor, it shall be at the expense of JALLC except as otherwise provided in this contract. In case of rejection JALLC shall not be liable for any reduction in value of samples used in connection with such inspection or test. JALLC reserves the right to charge to the Contractor any additional cost of JALLC inspection and test when supplies are not ready at the time such inspection, when test is requested by Contractor or when re-inspection or retest is necessitated by prior rejection. Failure to inspect supplies shall neither relieve the Contractor from responsibility for such supplies as are not in accordance with the contract requirements nor impose liability on JALLC therefore.

e. The inspection and test by JALLC of any supplies 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. Except as otherwise provided in the contract, acceptance shall be conclusive except as regards latent defects, hidden deficiencies, fraud, or such gross mistakes as amount to fraud.

10. Title

Unless specified elsewhere in this contract, title to supplies furnished under this contract shall pass to JALLC upon acceptance, regardless of when or where JALLC takes physical possession.

11. Supply Warranty

a. Notwithstanding inspection and acceptance by JALLC of supplies furnished under the contract or any provision of this contract concerning the conclusiveness thereof, the Contractor warrants that for a period of twelve (12) months following the date of acceptance:

(1) All supplies furnished under this contract will be free from defects in material or workmanship and will conform with the specifications and all other requirements of this contract; and

(2) The preservation, packaging, packing and marking and the preparation for and



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method of shipment of such supplies will conform with the requirements of this contract.

- b. The Contracting Officer shall give written notice to the Contractor of any breach of the warranties in paragraph a. of this clause within thirty (30) days after discovery of any defect.
- c. Within a reasonable time after such notice, the Contracting Officer may either:
- (1) By written notice require the prompt correction or replacement of any supplies or part thereof (including preservation, packaging, packing and marking) that do not conform with requirements of this contract within the meaning of Paragraph a. of this clause; or
 - (2) Retain such supplies, whereupon the contract price thereof shall be reduced by an amount equitable under the circumstances and the Contractor shall promptly make appropriate payment.
- d. When return, correction or replacement is required, the Contracting Officer shall return the supplies and transportation charges and responsibility for such supplies while in transit shall be borne by the Contractor. However, the Contractor's liability for such transportation charges shall
- e. Not exceed an amount equal to the cost of transportation by the usual commercial method of shipment between the designated destination point under this contract and the Contractor's plant and return.
- f. If the Contractor does not agree as to his responsibility to correct or replace the supplies delivered, he shall nevertheless proceed in accordance with the written request issued by the Contracting Officer per paragraph c to correct or replace the defective or nonconforming supplies. In the event it is later determined that such supplies were not defective or nonconforming within the provisions of this clause, the contract price will be equitably adjusted. Failure to agree to such an equitable adjustment of price shall be a dispute concerning a question of fact within the meaning of the clause of this contract entitled "Dispute".
- g. Any supplies or parts thereof furnished in replacement pursuant to this clause shall also be subject to all the provisions of this clause to the same extent as supplies initially delivered. Corrected parts will be warranted for a period not less than six (6) months starting at the time the part is received back at the user's location.
- h. In case of a provisional acceptance the warranty period starts at the date of provisional acceptance and ends twelve (12) months after the date of provisional acceptance.
- i. Failure to agree upon any determination to be made under this clause shall be a dispute concerning a question of fact within the meaning of the "Disputes" clause of this contract.

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j. The word "supplies" as used herein includes related services.

k. The rights and remedies of JALLC provided in this clause are in addition to and do not limit any rights afforded to JALLC by any other clause of the contract.

12. Invoices

- a. The contractor shall submit an electronic invoice, to the address designated in the contract to received invoices. All invoices shall be submitted no later than 30 days upon completion of work or services performed. An invoice must include: 1) Name and address of the Contractor; 2) Invoice date; 3) Purchase Order number and Purchase Order or Contract line item number; 4) Description, quantity, unit of measure, unit price and extended price of the items delivered; 5) Shipping number and date of shipment including the bill of lading number and weight of shipment if shipped on a bill of lading; 6) Terms of any prompt payment discount offered; 7) Name and address of official to whom payment is to be sent: and 8) Name, title, and phone number of person to be notified in event of defective invoice. All invoices shall be certified by the signature of a duly authorized company representative. Invoices for Contractor Travel shall include: 1) Contractor name; 2) Date of Travel; 3) Number of days; 4) Destinations. All invoices shall be submitted to:

JALLC

jallc.budfin.invoices@jallc.nato.int **Accounts Payable**
Av. Tenente Martins, Monsanto 1500-589 LISBOA

- b. Electronic Fund Transfer is the prescribed method of payment for JALLC. Contractors are requested to submit copies of banking information available upon the provision of the Supplier Form Template.
- c. at (<http://www.act.nato.int/budfin/budfinmain.htm>). Such information shall be submitted to JALLC 14 days prior to any contract award.

13. Payment

Payment shall be made for items accepted by JALLC that have been delivered to the delivery destinations set forth in this contract. Payments under this contract may be made by JALLC by electronic funds transfer payments or (check in exceptional cases) and shall submit this designation to the contracting officer as directed. In the event the Contractor, during the performance of this contract, elects to designate a different financial institution for receipt of any payment made using electronic funds transfer procedures, notification of such change and the required information must be obtained by JALLC thirty (30) days prior to the date such change is to become effective. The documents furnishing the

information required in this clause must be dated and contain the signature, title, and telephone number of the Contractor official authorized to provide it, as well as the Contractor's name and Purchase Order number. Contractor failure to properly



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designate a financial institution or to provide appropriate payee bank account information may delay payments of amounts otherwise properly due. Discount time will be computed from date of delivery at place of acceptance or from receipt of correct invoice at the office specified by JALLC, whichever is later. For the purpose of computing the discount earned, payment shall be considered to have been made on the date which appears on the payment check or the specified payment date if an electronic funds transfer payment is made.

14. Taxes

The contract excludes all applicable Federal, State, and local taxes and duties. JALLC is a tax-exempt organization.

15. Excusable Delays

The Contractor shall be liable for default unless non-performance is caused by an occurrence beyond the reasonable control of the Contractor and without its fault or negligence such as, acts of God or the public enemy, acts of JALLC in its sovereign or contractual capacity, fires, floods, epidemics, quarantine restrictions, strikes, unusually severe weather, and delays of common carriers. The Contractor shall notify the contracting Officer in writing as soon as is reasonably possible after the commencement of any excusable delay, setting forth the full particulars in connection therewith, shall remedy such occurrence with all reasonable dispatch, and shall promptly give written notice to the Contracting Officer of the cessation of such occurrence.

16. Indemnity

The contractor shall indemnify JALLC and its officers, employees and agents against liability, including costs for actual or alleged direct or contributory infringement of or inducement to infringe, any United States or foreign patent, trademark, copyright, or other intellectual property right, arising out of the performance of this contract, provided the Contractor is reasonably notified of such claims and proceedings.

17. Disputes

Except as otherwise provided, during the period of performance, any dispute between the parties arising out of the performance of this contract which is not disposed of by agreement shall be decided by the JALLC Contracting Officer, who shall reduce his decision to writing and mail or otherwise furnish a copy thereof to the Contractor. The decision of JALLC shall be final and conclusive unless, within thirty (30) days from the date of receipt of such copy, the Contractor mails or otherwise furnishes to JALLC a written appeal. In connection with any appeal of JALLC decision under this paragraph, the Contractor shall be afforded an opportunity to be heard and to offer evidence in support of its appeal. A decision shall be rendered within thirty (30) days of receipt of appeal. JALLC FC decision is final.

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18. Termination for Convenience

JALLC reserves the right to terminate this contract, or any part hereof, for its sole convenience. In the event of such termination, the Contractor shall immediately stop all work hereunder and shall immediately cause any and all of its suppliers and subcontractors to cease work. Subject to the terms of this contract, the Contractor shall be paid a percentage of the contract price reflecting the percentage of the work performed prior to the notice of termination, plus reasonable charges the Contractor can demonstrate to the satisfaction of JALLC using its standard record keeping system have resulted from the termination. In the event of the failure of the Contractor and the Contracting Officer to agree as provided in paragraph d. upon the whole amount to be paid to Contractor by reason of the termination of work pursuant to this clause, the Contracting Officer shall pay to the Contractor the amounts determined by the Contracting Officer. The Contractor shall not be required to comply with the cost accounting standards or contract cost principles for this purpose. This paragraph does not give JALLC any right to audit the Contractor's records. The Contractor shall not be paid for any work performed or costs incurred which reasonably could have been avoided.

19. Termination for Default

- a. JALLC may, subject to the provisions or paragraph c. below, by written notice of default to the Contractor, terminate the whole or any part of this contract in any one of the following circumstances:
 - (1) If the Contractor fails to make delivery of the supplies or to perform the Services within the time specified herein or any extension thereof; or
 - (2) If the Contractor fails to perform any of the other provisions of this contract, or so fails to make progress as to endanger performance of this contract in accordance with its terms and in either of these two circumstances does not cure such failure within a period of ten days (or such longer period as the Contracting Officer may authorize in writing) after receipt of notice from the Contracting Officer specifying such failure.
- b. In the event JALLC terminates this contract in whole or in part as provided in paragraph a. of this clause, JALLC may procure supplies or services similar to those so terminated and the Contractor shall be liable to JALLC for any excess costs for such similar supplies or services. The Contractor shall continue the performance of this contract to the extent not terminated under the provisions of this clause.
- c. Except with respect to defaults of sub-contractors, the Contractor shall not be liable for any excess costs if the failure to perform the contract arises out of causes beyond the



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control and without the fault or negligence of the contractor. 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 liable for any excess costs for failure to perform unless the supplies or services to be furnished by the sub-contractor were obtainable from other sources in sufficient time to permit the Contractor to meet the required delivery schedule.

d. If this contract is terminated as provided in paragraph a. of this clause, JALLC, in addition to any other rights provided in the clause, may require the Contractor to transfer title and deliver to JALLC in the manner and to the extent directed by the Contracting Officer:

(1) Any completed supplies and

(2) Such partially completed supplies and materials, parts, tools, die, jigs, Fixtures, plans, drawings, information and contract rights (hereinafter called "Manufacturing materials") as the Contractor has specifically produced or Specifically acquired for the performance of such part of this contract as has been terminated; and the Contractor shall, upon direction of the Contracting Officer, protect and preserve property in the possession of the Contractor in which JALLC has an interest. Payment for completed supplies delivered to and accepted by JALLC shall be at the contract price. Payment for manufacturing materials delivered to and accepted by JALLC and for the protection and preservation of property shall be in an amount agreed upon by the Contractor and Contracting Officer; failure to agree such amount shall be a dispute concerning a question of fact within the meaning of the clause of this contract entitled "Dispute". JALLC may withhold from amounts otherwise due the Contractor for such completed supplies or manufacturing materials such sum as the Contracting Officer determines to be necessary to protect JALLC against loss because of outstanding liens or claims of former lien holders.

e. 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, if the contract contains a clause providing for termination for convenience of JALLC, be the same as if the notice of termination had been issued pursuant to such clause. 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 if this contract does not contain a clause providing for termination for convenience of JALLC 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 concerning a question of fact within the meaning of the clause of this contract entitled "Disputes".

f. Both parties are under duty of good faith. The contract includes not only the specific

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terms, but also law and customary practice applicable in the place where the contract is to be carried out and to the Type of Trade to which the contract relates.

20. Limitation of Liability

Except as otherwise provided by an express or implied warranty, the Contractor will not be liable to JALLC for consequential damages resulting from any defects or deficiencies in accepted items.

21. Export Control

Contractor warrants that, if applicable all necessary technical assistance agreements (TAA), export control or other associated arrangements shall be valid prior to contract award. Should a Contractor require export pre-approval JALLC legal staff will be provided a preview of said companies request PRIOR to the companies submission to a Government entity. Upon validation of request by JALLC Legal staff, subject agreement or request may be submitted to appropriate authority. (Please note: There are no specified time delays regarding TAA, or export control request being processed. However, experience has shown request can take anywhere from 30 days to 90 days depending on complexity of request, and administrative preparedness).

22. Risk of Loss

Unless the contract specifically provides otherwise, risk of loss or damage to the supplies provided under this contract shall remain with the Contractor until, and shall pass to JALLC upon: 1) Delivery of the supplies to a carrier, if transportation is f.o.b. origin; or 2) Delivery of the supplies to JALLC at the destination specified in the contract, if transportation is f.o.b. destination.

23. Authorization to Perform

The Contractor warrants that he and his sub-contractors have been duly authorized to operate and do business in the country or countries in which this contract is to be performed; that he and his sub-contractors have obtained all necessary licenses and permits required in connection with the contract; that he and the sub-contractors will fully comply with all the laws, decrees, labor standards and regulations of such country or countries during the performance of this contract; and that no claim for additional moneys with respect to any authorizations to perform will be made upon JALLC.

24. Performance

Candidates/contractors who accept JALLC issued contracts, shall, at a minimum, serve in a designated capacity for no less than 180 calendar days from commencement of contract

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period of performance. Contracts' with performance periods having less than 180 days in totality shall require contractors to serve a minimum of 50% of estimated performance period. Should a candidate vacate the contract in less time than described, JALLC reserves the right to cancel the contract in whole or part. Replacement candidates, if acceptable to JALLC, shall be reviewed by JALLC for compliance, and, or technical acceptance per the original Statement of Work and final acceptance by JALLC Contracting Officer.

25. Travel

In accordance with AFM Section 24, Contractor Travel, travel by contractors in support of the JALLC mission will only be performed when a member of the approved International JALLC Peacetime Establishment is unable to perform the mission.

- i. Once contractor travel has been established under a contract and a contractor is tasked to travel, the JALLC Contractor Travel Request form must be filled out and approved prior to any travel being conducted. This form may be found at: <http://www.act.nato.int/budfin/contractortravel.htm>
- ii. The in-house Travel Agency will set the Transport Ceiling Cost and at that time the contractor may elect to book their transportation with the in-house travel agency. (Please refer to Clause Number 7 above).
- iii. Transport tickets purchased through the in-house travel agency will be reimbursed by the JALLC entity directly to the in-house travel agency, and the applicable travel line of the contract will be charged. These costs will not be invoiced by, or paid to, the contractor company. When transport tickets are purchased through another source only the ceiling cost allocated by the in-house travel agency will be reimbursed to the contractor company.
- iv. Per Diem is based on the NATO Group One subsistence allowance, which covers meals, lodging, incidental expenses and any applicable overhead and/or fees. Per Diem Reimbursement will only be made at these rate amounts. NATO Group III daily subsistence allowances are posted on JALLC website at <http://www.act.nato.int/budfin/contractortravel.htm>.

26. Proposed Candidates

No proposals shall be accepted or considered for candidates already assigned to an existing contract with JALLC, without the prior permission of the Contracting Officer.

27. Partial awards

Will be allowed when determined in the best interests of NATO. The Contracting Awards Board and the Contracting Officer, when deemed prudent and necessary have the authority to make this determination. Partial bidding shall be consistent with released solicitation.



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28. Competition

JALLC reserves the right to engage in Full and Open Competition after exclusion of sources.

29. Contractor Notice Regarding Delay

In the event the Contractor encounters difficulty in meeting performance requirements, or when he anticipates difficulty in complying with the contract delivery schedule or date, he shall immediately notify the Contracting Officer in writing, giving pertinent details; provided, however, that this data shall be informational only in character and that this provision shall not be construed as a waiver by JALLC of any delivery schedule or date, or of any rights or remedies provided by law or under this contract.

30. Notice and Assistance regarding Patent and Copyright Infringement

- a. The Contractor shall report to the Contracting Officer, promptly and in reasonable written detail, each notice or claim of patent or copyright infringement based on the performance of this contract of which the Contractor has knowledge.
- b. In the event of any claim or suit against JALLC on account of any alleged patent or copyright infringement arising out of the performance of this contract or out of the use of any supplies furnished or work or services performed hereunder, the Contractor shall furnish to JALLC, when requested by the Contracting Officer, all evidence and information in possession of the Contractor pertaining to such suit or claim. Such evidence and information shall be furnished at the expense of JALLC except where the Contractor has agreed to indemnify JALLC.
- c. This clause shall be included in all sub-contracts.

31. Health, Safety and Accident Prevention

If the Contracting Officer 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 Contracting Officer may order the Contractor to stop all or part of the work until satisfactory corrective action has been taken.

Such an order to stop work shall not entitle the Contractor to an adjustment of his contract price or other reimbursement for resulting increased costs, or to an adjustment of the delivery or performance schedule.

32. Patent Indemnity

If the amount of this contract is in excess of EUR 1,000,000 , the Contractor shall indemnify JALLC and its officers, agents and employees against liability, including costs, for infringement of any letters patent (except letters patent issued upon an application which is



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now or may hereafter be kept secret or otherwise withheld from issue by order of the government which issued the letters patent) arising out of the manufacture or delivery of supplies under this contract, or out of the use or disposal by or for the account of JALLC of such supplies. The foregoing indemnity shall not apply unless the Contractor shall have been informed as soon as practicable by JALLC of the suit or action alleging such infringement and shall have been given such opportunity as is afforded by applicable laws, rules, or regulations to participate in the defense thereof; and further, such indemnity shall not apply to:

- a. An infringement resulting from compliance with specific written instructions of the Contracting Officer directing a change in the supplies to be delivered or in the materials or equipment to be used or directing a manner of performance of the Contract not normally used by the Contractor;
- b. An infringement resulting from an addition to, or change in, such supplies or components furnished which addition or change was made subsequent to delivery or performance by the Contractor; or
- c. A claimed infringement, which is settled without the consent of the Contractor, unless required by a court of competent jurisdiction.

33. Rights in Technical Data and Computer Software

- a. JALLC shall have unlimited rights in:
 - i. All technical data and computer software, to include source code, resulting from performance of experimental, developmental, integration, testing, or research work which was specified as an element of performance in this contract.
 - ii. Plans, drawings, manuals or instructional materials prepared or required to be delivered under this contract for implementation management, installation, operation, maintenance and training purposes.
- b. Technical data and software delivered under this contract shall be marked with the number of this contract, name of Contractor and the rights transferred to JALLC.

34. Software Releases and Updates

- a. All software implemented on or delivered with the supplies shall be at the start of acceptance, the most recent versions or releases as available.
- b. The Contractor shall for a duration of minimum five (5) years after acceptance, and upon their availability, offer to JALLC all software changes, fixes and new releases. These shall be offered at no cost when they are offered free of charge on the commercial market.

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35. Inconsistency between English Version and Translation of Contract

In the event of inconsistency between any terms of this contract and any translation thereof into another language, the English language meaning shall control.

36. Contract Effective Date (CED)

The effective date of the contract is the date of last signature by the contracting parties, or a specific date set forth in the Contract.

37. Enforcement

Failure by either party to enforce any provision of this contract will not be deemed a waiver of future enforcement of that or any other provision. The invalidity or unenforceability of any provision of this contract shall not affect the other provisions hereof, and this contract shall be construed in all respects if such invalid or unenforceable provisions were omitted

38. Order of Precedence

Any inconsistencies in the solicitation or contract shall be resolved by giving precedence in the following order: (1) Special Terms and Conditions; (2) General Terms and Conditions and Purchase Order terms; (3) solicitation provisions if this is a solicitation; (4) the specification/statement of work; (5) other JALLC documents, exhibits and attachments; (6) addenda to this solicitation or contract, including any license agreements for computer software, or other Contract agreements.

39. Entire Agreement

This contract sets for the entire agreement between the parties with respect to the subject matter hereof, and supersedes all prior agreements or representations, oral or written, regarding such subject matter. JALLC shall not be bound by, and specifically objects to any term, condition,

or other provision inconsistent with or in addition to any provision of this contract that is submitted by Contractor in any correspondence or any document unless JALLC specifically agrees to such provision in a written instrument signed by an authorized representative of JALLC.

40. Publicity, Public Relations, and Branding

1. Unless authorized in writing by the Contracting Officer, the Contractor shall not advertise or otherwise make public, including but not limited to photographs and films or public statements concerning this Contract, the fact that it is a contractor to JALLC, or use the name, emblem, logo, official seal or any abbreviation of

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the JALLC. This obligation shall survive the completion, expiration, cancellation or termination of the Contract.

2. The Contractor shall ensure that all deliverables in support of the contract are consistent with NATO Approved Branding.

41. Prohibition of Sexual Exploitation and Abuse, and Sexual Harassment

- a. The Contractor shall take all appropriate measures to prevent and respond to sexual exploitation or sexual abuse (“SEA”) and sexual harassment (“SH”) of anyone by its employees or any other persons engaged and controlled by the Contractor to perform any services under the Contract”) including but not limited to vetting its potential employees. In the performance of the Contract, the Contractor shall comply with the standards of conduct set forth in the “The NATO Policy on Preventing and Responding to Sexual Exploitation and Abuse” of 20 November 2019.
- b. In particular, the Contractor and Contractor’s Employees shall not engage in any conduct that would constitute sexual exploitation or sexual abuse:
 - 1) Sexual Exploitation is any actual or attempted abuse of a position of vulnerability, differential power, or trust, for sexual purposes, including, but not limited to, profiting monetarily, socially or politically from the sexual exploitation of another. Acts that constitute sexual exploitation include, but are not limited to, the exchange of money, goods or other commodities and or services, employment or any exchange of assistance that is due to the local population in exchange for sex, including sexual favours or other forms of humiliating, degrading or exploitative behaviour. All such transactional sex, including the exploitation of the prostitution of others, is a form of sexual exploitation. Sexual relationships based on inherently unequal power dynamics are a form of sexual exploitation.
 - 2) Sexual abuse is any actual or threatened physical intrusion of a sexual nature, whether by force or under unequal or coercive conditions. Acts that constitute sexual abuse include, but are not limited to, any action or behaviour of a sexual nature that coerces, threatens or forces a person to engage in a sexual activity, or any unlawful sexual activity with a person under the age of 18.

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- c. Contractor and Contractor's Employees will also not engage in any conduct that would constitute sexual harassment:
- 1) SH is any unwelcome and unwanted behaviour of a sexual nature, whether verbal or physical that is offensive and creates a hostile or intimidating work environment.
 - 2) SH may include unwelcome sexual advances, unsolicited requests for sexual favours, or any other behaviour of a sexual nature that might reasonably be expected or be perceived to intimidate, cause offense or humiliation to another, when such conduct interferes with work or is made a condition of employment. SH is particularly egregious when it is linked with direct or implied threats or promises about career prospects ("quid pro quo" harassment).
 - 3) SH may occur between persons of any gender who can be either the target or the perpetrators of SH
- d. Contractor and Contractor's Employees will also not engage in any conduct that would constitute workplace discrimination (i.e. gender, race or ethnic origin, religion or belief, disability, age or sexual orientation, etc.) and others counter to JALLC and NATO's code of conduct policies.
- e. In the performance of the Contract, should sufficient information of conduct described above against the Contractor or Contractor's Employees be brought to JALLC's attention, JALLC shall commence a review into the Contractor's or Contractor's Employees' conduct in this regard in accordance with JALLC regulations, rules, policies and procedures.
- f. The Contractor acknowledges and agrees that any breach of any of the provisions set forth in this Clause, shall constitute a breach of an essential term of the Contract, and, in addition to any other legal rights or remedies available to any person, may give rise to grounds for suspension or termination of the Contract. In addition, nothing herein shall limit the right of JALLC to refer any alleged breach of the foregoing standards of conduct or any other terms of the Contract to the relevant national authorities for appropriate legal action.

42. Organisational Conflicts Of Interest (OCI)

- a. Organisational conflicts of interest may occur when factors create an actual or potential conflict of interest on an instant contract, or when the nature of the work performed on the instant contract creates an actual or potential conflict of interest on a future acquisition. In the latter case, some restrictions on future activities of the contractor may result.

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- b. Contractors must implement a programme to monitor, detect, and mitigate/remediate organisational conflicts of interest. While Contracting Officers retain authority to approve mitigation or remediation measures once organizational conflicts of interest are identified, the primary burden of detecting, identifying and disclosing organisational conflicts of interest to the contracting officer and proposing suitable mitigation or remediation measures falls on the contractor.
- c. The two underlying principles regarding organisational conflicts of interest are:
- 1) Proprietary information that was obtained from a NATO official, staff member, or NATO contractor without proper authorisation; or
 - 2) Information that is relevant to the contract but is not available to all competitors, where such information would assist that contractor in obtaining the contract.
- d. Contracting officers and potential bidders shall analyse planned acquisitions in order to:
- 3) Identify and evaluate potential organisational conflicts of interest as early in the acquisition process as possible; and
 - 4) Avoid, neutralise, or mitigate significant potential conflicts before contract award, where possible, or post award when the organizational conflict of interest is not revealed prior to award.
- e. The contracting officer shall award the contract to the apparent successful bidder unless a conflict of interest is determined to exist that cannot be avoided or mitigated. Before determining to withhold award based on conflict of interest considerations, the contracting officer shall notify the contractor, provide the reasons therefor, and allow the contractor a reasonable opportunity to respond. If the contracting officer finds that it is in the best interest of the JALLC to award the contract notwithstanding a conflict of interest, the Contracting Officer will issue a waiver and disclose the award and the existence of the organisational conflict of interest to the Financial Controller. The waiver request and decision shall be included in the contract file.
- f. Obligations of the Parties:
- 5) When a Contractor or Prospective Contractor becomes aware of the existence or potential for an organisational conflict of interest, the Contractor is obligated to disclose the existence, nature, and supporting evidence of the conflict. Contractors or Prospective Contractors will be deemed to be aware of the existence or potential for an organisational conflict of interest when the Contractor or Prospective Contractor actually knows or reasonably should know of

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the existence of the actual or potential organisational conflict of interest.

- 6) If the Contracting Officer becomes reasonably aware that the award of a contract will restrict the contractor's eligibility for future contract work, the Contracting Officer will disclose this fact in writing to the Contractor prior to the award, where practicable, and will permit the Contractor or prospective Contractor 7 days to make an election regarding award, discontinuing performance, or submitting an OCI mitigation plan for the Contracting Officer's approval. The sufficiency of the OCI mitigation plan is in the Contracting Officer's sole discretion.



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SECTION B

JALLC Special Terms and Conditions

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This Contract with the applicable Statement of Work (SOW) constitutes the complete Terms and Conditions which apply to this Contract.

The Contract shall be binding upon signature by both parties.

By signing this Contract the Parties have reached the following understanding:

1. General

- a. This is a Concessionaire contract for the operation of a duty-free retail and rationed-items canteen, hereinafter referred to as the “Canteen”, at the JALLC, in Oeiras, Portugal and on a web portal. Within the scope of this contract, the Concessionaire will utilise – on behalf of JALLC - fiscal privileges accorded by the international agreements referenced under paragraph 4 below. Consequently, all invoices received in connection with acquisition of goods required for performance of the contract must clearly indicate JALLC as the beneficiary of such goods.
- b. The Concessionaire undertakes to perform the operation, at the Concessionaire’s own expense and risk, of a JALLC Canteen for rationed duty free, non-rationed duty-free and general non-duty-free goods, and associated services.
- c. The Concessionaire is not granted any further or general authority to act on behalf of JALLC or as JALLC’s agent, and the Concessionaire will not act in any way to incur legal liability for JALLC.
- d. The Concessionaire’s status shall be that of an independent Concessionaire and it is expressly understood that neither the Concessionaire (nor its personnel) nor sub-contractors shall be considered in any respect as employees, servants or agents of the JALLC or NATO nor be eligible for any of the benefits provided to JALLC, JALLC Staff members or NATO employees.
- e. The Concessionaire will respect all terms and conditions of this Contract. It may not delegate any rights or transfer any obligations without prior permission of the Contracting Officer.
- f. The Canteen may not be used by the Concessionaire for business activities outside the Contract. The Concessionaire must ensure a clear separation of the Canteen from all other business activities in economic, financial and physical sense.
- g. For the rationed duty-free goods (tobacco products, alcohol with an alcohol content over 22%), the Concessionaire applies the rations system which exists in JALLC (see the SOW for details).

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h. In case of violation of law with respect to Portuguese Customs Regulations or in the event of other circumstances that must be considered as serious violation of the contract the Concessionaire may be held legally responsible.

i. The Concessionaire shall operate the Canteen independently and remains responsible for all bookkeeping accounting as well as tax and customs clearance obligations related to operation and supply of JALLC Canteen. However, all import (to include intra-community acquisition) documents related to supplies for the Canteen must be co-signed by JALLC Contracting Officer or designated representative.

2. Order of Precedence

In the event of any inconsistency in this contract, unless otherwise provided herein, the inconsistency shall be resolved by giving precedence in the following order:

- 1) This part III Section B (Special Terms and Conditions)
- 2) Part III Section A (Contract General Terms and Conditions)
- 3) Part II (Statement Of Work)
- 4) The Concessionaire's Bid accepted by JALLC
- 5) General law and regulations of the Portuguese Republic, civil and fiscal in particular
- 6) Customary practices of Portuguese Republic
- 7) Directives, Standard Operating Procedures and other internal JALLC policy documents.

3. Definitions

- a. The term "Concessionaire" refers to persons or business enterprises operating under their own legal personality under contract with the headquarters and providing services.
- b. The term "Morale and Welfare Activities" (hereinafter referred to as MWA) refers to the Morale and Welfare programme operated in JALLC.
- c. The term "Statement of Work" (hereinafter referred to as SOW) refers to the technical requirements defined by JALLC.

4. References and Eligibility for Tax and Duty Exemptions

- a. Duty and tax exemptions for the purchase of goods are granted to JALLC as an International Military Headquarters by virtue of:
 - (1) The Agreement between the parties to the North Atlantic Treaty regarding the status of their forces (SoFA) dated 19 June 1951.



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- (2) The Protocol on the Status of International Military Headquarters (IMHQ) set up pursuant to the North Atlantic Treaty (Paris Protocol) dated 28 August 1952.
 - (3) Articles 143 and 151 of the Council Directive 2006/112/EC on the common system of value added tax dated 28 November 2006.
 - (4) Articles 226 and 227 of the Union Custom Code No 952/2013.
 - (5) Articles 11 and 12 of the EU Directive 2008/118/EC;
 - (6) Article VIII of the Paris Protocol dated 28 August 1952, and Article 17 of the Supplementary Agreement on the Status of International Military Headquarters between the Portuguese Republic and the Supreme Headquarters Allied Commander Transformation dated 4 September 2014).
- a. Morale and Welfare Activities (MWA) Directive CG/23/167 establishes policies, responsibilities and procedures governing the administration, accounting and audit of MWA Council (MWAC).
 - b. Canteen privileges are granted to eligible individuals, assigned to JALLC, Allied Command Counter Intelligence (ACCI), NATO Communication and Information Agency (NCIA), NCIA CSU Lisbon (CSU), STRIKFORNATO – Naval Striking and Support Forces NATO (SFN), SATCOM. The JALLC administers and controls these privileges.
 - c. The Concessionaire will ensure that rationed/non rationed duty-free goods are only sold to eligible individuals and that purchase of rationed goods is properly recorded.
 - d. A Canteen Directive will be provided in advance of contract start which will establish clear guidance for the Concessionaire to reference during the course of business.

5. Sub-Contracting

The Concessionaire must not at any time subcontract any portion of this Contract, nor shall it assign the Contract without express permission for the JALLC Contracting Officer.

6. JALLC Contract Representatives

JALLC will appoint the following contract representatives, whose duties are described below:

- a. The **Contracting Officer(s)**, responsible for all administration matters related to the Contract:



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b. Tonya Bonilla, ACT Contracting Officer

Email: tonya.bonilla@act.nato.int

c. Andre Grenho, JALLC Administrator (Procurement & Finance)

Email: andre.grenho@jallc.nato.int

d. The Contracting Officer(s) will appoint a Contracting Officer Technical Representative (COTR). The COTR will serve as the Contracting Officer's authorised representative, and will perform specific technical and administrative function. The COTR, while authorised to make direct 'without commitment' engagement with the vendor, will not have any delegated authority to make any commitments or changes that would affect the price, quality, quantity, delivery, scope or other terms and conditions of the Contract.

7. Concessionaire's Representatives.

a. The Concessionaire will submit a list of the representative(s) from their organisation who will directly interact with JALLC in any matters pertaining to the Contract. JALLC will require key personal information from the representative(s) in order to obtain authorisation to gain access to the JALLC. The representative(s) will be required to visit JALLC for the necessary administration. The number of personnel will be determined in close coordination between JALLC and the Concessionaire.

b. The Account Manager is the person who will bear ultimate responsibility for the performance of the contract. The Account Manager will have the authority to take decisions on behalf of the Concessionaire on all matters related to this contract. The Concessionaire shall designate the Account Manager within 10 days of contract award.

c. The Account Manager of the Concessionaire will maintain an e-mail correspondence and, at minimum, two phone communication links with JALLC throughout the term of the Contract.

8. Contract Administration and Oversight

a. The COTR shall address the Concessionaire's Account Manager on any observation or issues regarding the performance of the Concessionaire's services. The Concessionaire shall respond in writing to such observations within a reasonable time but no longer than seven days.



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- b. The Concessionaire shall inform the COTR or his Alternate in writing of all difficulties arising in the execution of their obligations.

9. Facilities/Office Space, Equipment and Utilities

- a. JALLC shall provide to the Concessionaire the facilities under the conditions listed below.
- b. The facilities will be adequate to meet the Concessionaire's responsibilities. The Concessionaire will take proper care of the facilities.
- c. The Concessionaire shall use the premises solely for the execution of this contract and keep them equipped for this purpose. No activities for the benefit of any third party will be permitted.
- d. The property (building, facilities, furniture, equipment, fixed as well as non-fixed) is provided for the use of the Concessionaire in accordance with the terms and conditions agreed upon, but no clause in this Contract or in the relationship between JALLC and the Concessionaire is intended to transfer ownership of the property.
- e. The Concessionaire shall assume responsibility for the rooms, furniture and equipment pursuant to a separate handover certificate, prepared and provided by the JALLC Property Accounting Manager.
- f. Facility modifications, changes, or maintenance done for the convenience of the Concessionaire will have to be coordinated with and accepted by JALLC.
- g. Utilities (water, wastewater disposal, electricity, garbage, etc.) of the facilities will be at the JALLC's expense. The Concessionaire will segregate garbage in compliance with applicable regulations and dispose it to dedicated containers.
- h. The JALLC will bear the cost of cleaning: of the floors, windows, walls and ceiling.
- i. The Concessionaire shall guarantee JALLC access to the facilities:
- (1) During regular working hours to carry out scheduled maintenance to JALLC provided property.
 - (2) At any time for unscheduled fire and rescue service, security inspections, etc.
 - (3) Keys to the business area will be issued by security personnel on a daily basis, or as determined by JALLC. All keys issued to the Concessionaire personnel for JALLC facilities, equipment, and materials are to be controlled and accounted for by the Concessionaire staff. Master keys will not be issued.
 - (4) Prior to any modification of the facilities performed by the Concessionaire, the Concessionaire must notify the Branch Head, Base Support (BSB), or their designee, and provide documentation describing in detail the modification



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requested. No alterations to the facilities shall be made without written permission from BH BSB; however, in the case of alterations necessary for Health and Safety compliance, such permission shall not be unreasonably withheld. The Concessionaire shall return the facilities to JALLC in the same condition as received, fair wear and tear and approved modifications excepted.

(5) JALLC will provide all basic equipment and furniture. The Concessionaire shall furnish all items required to perform the services stipulated in this Contract.

j. The Concessionaire has the right to purchase, install, and remove their equipment at the Concessionaire's own expense. The property furnished by JALLC to fit out the JALLC Canteen will be fixed and/or replaced at JALLC expense. All equipment provided by the Concessionaire will be serviced, fixed, or replaced at Concessionaire's expense.

k. The telephone and internet connecting points will be provided by JALLC.

l. Connection from the connecting points to the hardware and activation of telephone and internet services will be initiated and paid by the Concessionaire. The Concessionaire will bear the costs related to installation and potential upgrade of hardware and software necessary for the operation of the Canteen.

10. Employees

a. The Concessionaire shall provide and remunerate qualified personnel as needed for the proper performance of the services under this Contract. The Concessionaire shall strictly comply with Host Nation Labour Law, tariffs and social security and other regulations applicable to employment of personnel. The Concessionaire will, if requested, provide a copy of the employment contracts to JALLC of the employed or sub-contracted personnel.

b. Employees are to

(1) Be trained to the highest standard to be able to perform their tasks in a competent manner.

(2) Demonstrate competence in written and verbal English to be able to effectively communicate with the Contracting Officer and the COTR, and be able to interact with customers and JALLC personnel.

c. Either the JALLC Canteen Manager or the Alternate (if provided) must be able to read, write, speak and understand Portuguese language to be able to deal with Portuguese tax and customs authorities.

d. An after-hours contact procedure for the JALLC Canteen management staff will be provided to the Contracting Officer, the COTR, and security personnel.



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e. Account Manager. The Concessionaire will provide qualified and competent management service personnel to ensure delivery of all contracted services. They are to sustain, monitor and improve all services. Also, they will manage, supervise and care for the workforce, ensuring that there are sufficient resources available to meet all contracted obligations. The Account Manager and Alternate (if provided) shall have a minimum of two (2) years' experience in business management. The name of the Account Manager and an Alternate(s), who shall act on behalf of the Concessionaire during the Account Manager's absence, shall be designated in writing to the Contracting Officer prior to the contract start date. The Account Manager or an Alternate (if provided) should be available during the hours of operations, Monday through Friday.

f. The employees working at the JALLC Canteen are required to present a neat, professional appearance appropriate to their job.

g. Privileges and immunities extended to JALLC, MGEOMETOC, ACCI, NCIA, CSU and SFN personnel are an exclusive right and as such not transferable to the Concessionaire or the Concessionaire employees. This includes the right to access and use the facilities managed and/or operated by JALLC.

h. The JALLC reserves the right to request in writing to remove any Concessionaire personnel due to poor performance, misconduct, security breaches, or if found to be, or suspected to be under the influence of alcohol, drugs, or other incapacitating/intoxicating agent or any other reason based on a failure to satisfy the requirements of this Contract. The Concessionaire will remove such personnel from performing duties under this Contract immediately upon notification by the Contracting Officer. Once the Concessionaire has been notified that a particular Concessionaire staff member has been disqualified, the Concessionaire will not provide services of such personnel in any function, unless the Contracting Officer grants reinstatement.

11. Use of Data and Information

a. Privileged information. JALLC will not share any information outside the HQ or associated units that is generally considered privileged about the Concessionaire's organisation (e.g. organisational structure, key financiers, etc.) or about the Concessionaire's personnel (e.g. name, background, contact information, etc.) without the Concessionaire's prior permission. JALLC will share privileged information submitted by the Concessionaire only as necessary to support this specific Contract.

b. The Concessionaire may only share or reuse information specific to the JALLC organisation, its personnel, coverage, or operations upon prior approval from JALLC.

12. Insurance.

a. JALLC will not be held responsible for any accidents happening to the Concessionaire's personnel. The Concessionaire is therefore required to insure the

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Concessionaire's personnel and vehicles against any accidents on JALLC premises, in conformity with European Union and Portuguese regulations.

b. JALLC declines any responsibility for theft, disappearance or damage that could happen to machines, equipment or materials used in the execution of the present Contract or stored on JALLC premises.

c. The Concessionaire will arrange insurance to cover the liability and will furnish JALLC with a copy of the policy and proof of payment.

13. Security and Access

a. The buildings and facilities used by the Concessionaire are subject to the general JALLC/UNAPRGF security regulations.

b. The Concessionaire will take all reasonable steps to ensure that all personnel employed by them in connection with the contract are aware of any statutory provisions related to security that apply to them during and after completion of the Contract.

c. All employees will be appropriately and competently screened and cleared by appropriate national authorities **prior** to submission of badging and access requests to JALLC Security Branch (SB). Additionally, JALLC SB may restrict the employment or base access of any employee, or prospective employee, who has not been properly cleared by competent national authorities or who is reasonably found to pose a potential threat to the health, safety, security, general well-being, or operational mission of the installation and its population. Managers are included in the definition of "employees".

d. The JALLC will grant access to relevant facilities to the Concessionaire, their Sub-Contractors, their employees, agents, suppliers or representatives as required for the performance of the contract. The Concessionaire shall comply with JALLC regulations and instructions on JALLC premises.

e. The Concessionaire will inform the JALLC Contracting Officer within 10 working days of appointment of any new personnel to JALLC premises. HQ SB will require the following information to issue permanent passes for Canteen personnel:

- (1) Rank/Title, Name, Surname.
- (2) Section (e.g., JALLC Canteen) and phone number.
- (3) Home address.
- (4) Type and number of valid national identification document.
- (5) Digital photo.

f. JALLC Support Branch issues temporary passes to visitors, delivery personnel, etc. at the main gate pass office. The visitor must present a valid national identification document with a photo. Temporary passes must be returned when leaving.

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PART III – SECTION B

g. The Concessionaire will make sure that the Concessionaire personnel have all needed vehicle passes, individual access badges and documents to access the JALLC facility.

14. Protection Conditions

a. The Concessionaire will properly safeguard all NATO property provided to the Concessionaire under this Contract. The Concessionaire will be responsible for any damage which exceeds the normal wear and tear, caused by the personnel to the buildings, finishes, furnishings, equipment etc. and shall repair, clean, replace or restore damaged items to the condition existing immediately prior to the item being changed.

b. The Concessionaire will take all elementary precautions to avoid the loss of items from his inventory, to this end implementing adequate security measures as a deterrent against theft. Any person caught stealing, regardless of their age, rank, gender and nationality, will be reported to the JALLC SB.

15. Occupational Health and Safety, Fire Protection

The Concessionaire will:

a. be responsible for observing all regulations as instituted by European and Portuguese laws and instructions as applicable to employment of Concessionaire's personnel, as well as all laws and regulations relative to the operation of the services/business agreed and provided under this Contract.

b. be responsible for compliance of its employees with the fire safety regulations and hygiene-sanitary regulations in force in Poland and JALLC.

c. ensure that JALLC Canteen personnel participates in the annual mandatory fire safety trainings organised by JALLC.

d. comply with all legal requirements regarding occupational health and safety, fire protection, hygienic and sanitary conditions and pest control.

e. implement the requested standards of National Labour Inspectorate, Fire Service and recommendations of the JALLC internal audit.

16. Activation and Deactivation

a. JALLC assumes no responsibility for Concessionaire business activation or deactivation as JALLC Canteen operator, except as stated in individual contract terms found in the general or special provisions.

b. The Concessionaire will provide a deactivation plan at least 120 days before the expiry of the contract.

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PART III – SECTION B

-
- c. Upon expiry of the contract, the Concessionaire will remove all Concessionaire's belongings without undue delay. Failure to do so will entitle JALLC to remove those at the Concessionaire's risk and expense.
- d. The Concessionaire, at the beginning of the Contract will purchase from the previous JALLC International Store all unsold alcohol and tobacco goods as well as free circulation goods with JALLC logo that remained on stock at the JALLC International Store in accordance with the phase out/phase in plan proposed.
- e. Before the end of the Contract, the Concessionaire will make a discount sale of all the left goods to the eligible personnel. The sale strategy will be agreed upon with the JALLC Contracting Officer. All unsold alcohol and tobacco goods as well as free circulation goods with JALLC logo that remain at the JALLC Canteen on the last day of the contract will be sold to the successor Concessionaire operating JALLC Canteen at the original price of their purchase.

17. Audit

- a. JALLC is authorised to conduct an audit by JALLC designated personnel of all sales of bonded goods regarding entitled personnel for which JALLC is the sole responsible for granting this privileges and entitlements.
- b. For the purposes of the audit, the Concessionaire will promptly grant inspection of all records regarding sales to entitled personnel and will further provide all additional information as JALLC will deem necessary to carry out the audit properly.
- c. The audit will be confidential and will extend no further than will be necessary for the assessment of the matters provided for in this article.
- d. By signing the Contract, the Concessionaire declares that to the best of their ability all information involving financial aspects which they have presented or will still present to the JALLC for assessment in connection with the Contract was or will be true, complete and valid on the date of its presentation to the JALLC.
- e. If JALLC finds any reason to believe that the financial and economic state of affairs in the Concessionaire's enterprise as a whole could preclude the Concessionaire from completing its obligations under the contract, JALLC may have an audit to be carried out in order to determine whether the Concessionaire is capable of completing their contractual obligations. The audit would be expected to include discussions with the Concessionaire management, discussions with the Concessionaire's external auditors and/or discussions with the Concessionaire's bank.

18. Code of Conduct

The Contractor recognises and agrees that their staff shall conduct themselves in the manner suitable for the purpose of this contract in compliance with Allied Command Transformation

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PART III – SECTION B

(ACT) and JALLC Standards of Personnel Conduct as well as other internal JALLC policy documents (Directives/SOPs). Copies of such regulations will be provided to the Concessionaire upon request.

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ANNEX A

IFIB RESPONSE CHECKLIST

1. Administrative Proposal

- Certification of Bidder's Legal Name (ANNEX B-1)
- Certification of Independent Determination (ANNEX B-2)
- Certification of Bid Validity (ANNEX B-3)
- Certification of Exclusion of Taxes and Charges (ANNEX B-4)
- Certification of Compliance (ANNEX B-5)
- Liability Declaration (ANNEX B-6)
- Certification of Authorisation to perform (ANNEX B-7)
- Certification of absence of claim or litigation (ANNEX B-8)
- Declaration on Exclusion Criteria (Annex B-9)
- Certificate from social security authorities stating Bidder's fulfilment of social security contributions/obligations
- Certificate from national revenue authorities stating Bidder's fulfilment of tax obligations
- Certificate from insurer stating Bidder's fulfilment of suitable civil liability insurance (with indication of liabilities covered and limits)

2. Technical Proposal

- Past Performance (ANNEX C)
- Description of the corporate structure, of the project management structure and listing of Management Personnel
- Demonstration of overall comprehension of the purpose, objectives and constraints of the services. Proposed plan for establishing relationship with community/customer.
- View of the variety of assortment, brands and initiatives planned to be implemented (Annex D)
- Description of the use of the Web Portal (if applicable)



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ANNEX A

3. Mark-Up and Fee Proposals

- Fee Proposal (ANNEX E)
- Bonded Goods and Rationed Items Mark-Up Proposal (ANNEX E)



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ANNEX B-1

CERTIFICATION OF BIDDER'S LEGAL NAME

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

BIDDER'S FULL LEGAL NAME		
DEPARTMENT <i>(IF APPLICABLE)</i>		
SUB DEPARTMENT <i>(IF APPLICABLE)</i>		
OFFICIAL MAILING ADDRESS		
E-MAIL ADDRESS		
POINT OF CONTACT AUTHORISED TO REPRESENT THE BIDDER AND ON HIS BEHALF NEXT TO JALLC / ACT	NAME	
	POSITION	
	TELEPHONE AND EMAIL	
ADDITIONAL POINT OF CONTACT	NAME	
	POSITION	
	TELEPHONE AND EMAIL	
DATE		
SIGNATURE OF AUTHORISED REPRESENTATIVE	FULL NAME AND JOB TITLE	OFFICIAL NAME AND STAMP OF THE COMPANY



IFIB-ACT-JALLC 24-10

ANNEX B-2

CERTIFICATION OF INDEPENDENT DETERMINATION

1. Each Bidder shall certify that in connection with this procurement:

a. This Bid has arrived independently, without consultation, communication or agreement, for the purpose of restricting competition, with any other bidder or with any competitor;

b. The Bidder has not knowingly disclosed the content of this bid and will not knowingly disclose them to any other bidder or competitor, either directly or indirectly, prior to the award;

c. The Bidder has not attempted, nor will attempt, to induce any other person, company or competitor to submit or refrain to submit a Bid with the intention of restraining competition.

2. Any individual signing this Bid shall also certify that they are the ones responsible, in the bidder's Company / Organization, for the decision to Bid and that he has not participated and will not participate in any action contrary to 1.a) through 1.c) stated above, or:

a. They are not the person responsible in the Bidder's Company / Organization for this Bid but that they have been authorised - **in writing** - to act as agent for the one(s) responsible for such decision.

b. Certification – **in writing** – that such person(s) have not participated, and will not participate in any action contrary to 1.a. through 1.c. stated above, is also required for a valid submission of this Bid.

DATE		
SIGNATURE OF AUTHORISED REPRESENTATIVE	FULL NAME AND JOB TITLE	OFFICIAL NAME AND STAMP OF THE COMPANY



IFIB-ACT-JALLC 24-10

ANNEX B-3

CERTIFICATION OF BID VALIDITY

I the undersigned, as the Authorised Representative of the bidding Individual / Company / Organization, do hereby certify that the prices, amounts and all the aspects of our proposal will remain valid for period of **120 days** starting from this bid closing date.

DATE		
SIGNATURE OF AUTHORISED REPRESENTATIVE	FULL NAME AND JOB TITLE	OFFICIAL NAME AND STAMP OF THE COMPANY



IFIB-ACT-JALLC 24-10

ANNEX B-4

CERTIFICATION OF EXCLUSION OF TAXES AND CHARGES

I the undersigned, as the Authorised Representative of the bidding Individual / Company / Organization, do hereby certify that the Financial Proposal of this Bid excludes all taxes, excise-duties, and custom charges from which JALLC is exempted in accordance with International Agreements between NATO's Strategic Commands and the Portuguese Republic.

DATE		
SIGNATURE OF AUTHORISED REPRESENTATIVE	FULL NAME AND JOB TITLE	OFFICIAL NAME AND STAMP OF THE COMPANY



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ANNEX B-6

LIABILITY DECLARATION

1. JALLC shall not be considered or held liable for any direct, indirect, incidental, reliance, special, consequential or punitive damages (including, among others: lost profits or revenue, disease, accidents causing injuries to any person or death during the performance of work or travel) sustained or incurred in connection with or arising out of the execution of this contract. The limitation of liability set forth herein shall apply regardless of the form of action, whether in contract warranty, strict liability, tort - including, without limitation of negligence of any kind - and regardless if the other party has been advised of the possibility of such damages and whether such damages were foreseeable. The Contractor is responsible for arranging all required or necessary insurances when performing work or travel under the execution of this contract. In case of accident or disease, the Contractor shall arrange for qualified personnel replacement to ensure continuation and completion of the work within periods specified under this Contract according to the Statement of Work.

2. The Contractor must comply with all Portuguese national laws, rules, and regulations, including but not limited to health, sanitary, and safety matters, insurance, and similar requirements. In the event of non-compliance, the Contractor shall be solely responsible and liable for any consequences resulting from its failure to comply, including but not limited to its business operation, employees/staff, or any business-related matters or issues.

3. All expenses related or arising from health and safety matters are the sole responsibility of the Contractor.

The Contractor declares that NATO and all NATO staff have no liability in the event of an accident or occurrence resulting in the death or injury of a worker or subcontractors while employed by, or providing a service to NATO.

DATE		
SIGNATURE OF AUTHORISED REPRESENTATIVE	NAME AND TITLE	COMPANY



IFIB-ACT-JALLC 24-10

ANNEX B-7

CERTIFICATION OF AUTHORIZATION TO PERFORM

I the undersigned, as the Authorised Representative of the bidding Individual / Company / Organization hereby declare that the Individual / Company / Organization here represented and/or its sub-contractors have been duly authorized to operate and do business in Portugal and that it has, or will prior to commencement of the envisaged Contract:

1. all necessary licenses and permits required in connection with this contract;
2. fully comply with all the laws, decrees, labour standards, and regulations of the Portuguese Republic during the performance and execution of this contract;
3. make no claim for additional financial compensation with respect to any authorisations to perform will be made upon JALLC.

DATE		
SIGNATURE OF AUTHORISED REPRESENTATIVE	FULL NAME AND JOB TITLE	OFFICIAL NAME AND STAMP OF THE COMPANY



IFIB-ACT-JALLC 24-10

ANNEX B-8

CERTIFICATION OF ABSENCE OF CLAIM OR LITIGATION

I the undersigned, as the Authorised Representative of the bidding Individual / Company / Organization, certify that the company here represented has no claims in excess of Two Hundred and Fifty Thousand Euros (250,000€) or USD equivalent, filed against and has not been involved in any litigation claims in excess of Two Hundred and Fifty Thousand Euros (250,000€) or USD equivalent in any ongoing and/or completed contracts of similar nature and/or duration.

DATE		
SIGNATURE OF AUTHORISED REPRESENTATIVE	FULL NAME AND JOB TITLE	OFFICIAL NAME AND STAMP OF THE COMPANY



IFIB-ACT-JALLC 24-10

ANNEX B-9

DECLARATION OF EXCLUSION CRITERIA

I the undersigned, as the Authorised Representative of the bidding Individual / Company / Organization, declare that the latter is **not** involved in or affected by any of the situations listed below:

- a) They are bankrupt, subject to insolvency or winding up procedures, its assets are being administered by a liquidator or by a court, it is in an arrangement with creditors, its business activities are suspended or it is in any analogous situation arising from a similar procedure provided for under national or international Law;
- b) They have been convicted of an offence concerning their professional conduct by a judgement which has the force of *res judicata*;
- c) It has been established by a final judgement or a final administrative decision that the person is guilty of grave professional misconduct by having violated applicable laws or regulations or ethical standards of the profession to which the person belongs, or by having engaged in any wrongful conduct which has an impact on its professional credibility where such conduct denotes wrongful intent or gross negligence;
- d) they have not fulfilled obligations relating to the payment of social security contributions or the payment of taxes in accordance with the legal provisions of the country in which they are established or those of the country where the contract is to be performed;
- e) they have been the subject of a judgement which has the force of *res judicata* for fraud, corruption, involvement in a criminal organisation or any other illegal activity;
- f) following another procurement procedure or grant award procedure financed by the NATO budget, they have been declared to be in serious breach of contract for failure to comply with their contractual obligations, following another procurement procedure or grant award procedure financed by the NATO budget

I, here undersigned, understand that the contract may not be awarded if during the procurement procedure the bidding Individual / Company / Organization:

- is subject to a conflict of interest;
- is found guilty of supplying false, erroneous, or incomplete information required by this IFIB to the JALLC.

DATE		
SIGNATURE OF AUTHORISED REPRESENTATIVE	FULL NAME AND NAME JOB TITLE	OFFICIAL NAME AND STAMP OF THE COMPANY

IFIB-ACT-JALLC 24-10

ANNEX C

PAST PERFORMANCE INFORMATION FORM

- (a) Contracting Entity:
- (b) Contract No:
- (c) Type of Contract (Firm Fixed Price, IDIQ, Requirements):
- (d) Title of Contract:
- (e) Description of Work Performance and Relevance to Current Acquisition
(Type of facility, capacity, estimated patronage, summary of staff used):
- (f) Contract Dollar Amount:
- (g) Period of Performance:
- (h) Name, Address, Fax and Telephone No. of Reference:
- (i) Indicate Whether Reference Acted as Prime or Sub-contractor:
- (j) Comments regarding compliance with contract terms and conditions:
- (k) Complete Contact Information for client:
- (l) Permission to contact client for reference: Yes/No
- (m) Name/Signature of Authorized Company Official

This Enclosure is designed to assist the respective company provide JALLC with all necessary documents/information required.



IFIB-ACT-JALLC 24-10

ANNEX D

VARIETY OF GOODS AND SERVICES OFFERED

I the undersigned, as the Authorised Representative of the bidding Individual / Company / Organization, propose the following goods and services (but not limited) to be provided by the Bidder:

- Tobacco: Cigarettes, Hand-rolling & Pipe, Cigars;

Sample Brands: _____

- Alcoholic beverages of 22% or greater of alcohol;

Sample Brands: _____

- Alcoholic beverages below 22% of alcohol;

Sample Brands: _____

- Perfumes

Sample Brands: _____

- Non-Alcoholic Beverages

Sample Brands: _____

- Consumer Electronics;

Sample Brands: _____

- Small Home Appliances

Sample Brands: _____

- White Goods

Sample Brands: _____

- Personal Items: Clothing, Sports Apparel, Sunglasses, Watches

Sample Brands: _____



IFIB-ACT-JALLC 24-10

ANNEX D

Services (e.g. Mobile devices and Computer Repair, Laundry, Cosmetic Treatment)

Sample Services: _____

If services are provided, please specify _____

For the above goods sold, please provide name of brands traded (if any) on a separated sheet.

DATE		
SIGNATURE OF AUTHORISED REPRESENTATIVE	FULL NAME AND JOB TITLE	OFFICIAL NAME AND STAMP OF THE COMPANY



IFIB-ACT-JALLC 24-10

ANNEX E

FINANCIAL VOLUME

All fees shall be expressed in EURO

Please find below price proposal on behalf of [INSERT COMPANY NAME] to provide JALLC with services (collectively referred as "ITEMS"), subject to the provisions, terms and conditions stated in IFIB ACT-JALLC 24-10 and the [INSERT COMPANY NAME] Technical proposal", submitted in accordance with solicitation provisions.

Concessionaire Fee

[INSERT COMPANY NAME] proposes the following fixed monthly fee for the privilege to operate the JALLC Canteen. The proposed fee is valid and inalterable for the duration of this Concessionaire Contract.

Fixed Monthly Fee:	
---------------------------	--

Bonded-Goods and Rationed Items Mark-Up Proposal

[INSERT COMPANY NAME] proposes the following maximum mark-up, expressed in percentage points that will be applied to the consumer's (off-the-shelf) price for Rationed Items and Non-Rationed Alcoholic Beverages below 22% alcohol. The proposed maximum mark-up is valid and inalterable for the duration of this Concessionaire Contract.

Bidders shall exclude from the calculation all taxes, duties, and customs charges from which the JALLC is exempted.

Commodity	Maximum Mark-up
Tax-free Tobacco Products	
Tax-free Alcoholic beverages < 22%	



IFIB-ACT-JALLC 24-10

ANNEX E

Verification of Proprietary Information

Please verify and acknowledge propriety of above, by duly completing signatures below.

Authorizing Company Official

Printed Name:

Position:

Title:

Authorising Company (Signature):

Date:

Authorizing Company Witness Official

Printed Name:

Position:

Title:

Authorising Company (Signature):

Date: