

IFIB-ACT-JFTC 17-38

INVITATION FOR INTERNATIONAL BIDDING

FOR

OPERATION OF DUTY FREE AND RATIONED-ITEMS CANTEEN

**IFIB-ACT-JFTC 17-38, Description of Acquisition
Bidding Instructions**

CONTENTS

1. General
2. Classification
3. Definitions
4. Eligibility
5. Exemption of Taxes
6. Amendments or Cancellation
7. Site Survey
8. Clarifications to the Solicitation
9. Bid Closing Date
10. Bid Validity
11. Contents of Proposal
12. Proposal Submission
13. Late Proposals
14. Bid Withdrawal
15. Bid Evaluation
16. Clarifications of Proposals
17. Award
18. Communication
19. Points of Contact

ENCLOSURES:

ANNEX A – IFIB RESPONSE CHECK LIST

ANNEX B - REQUIRED CERTIFICATIONS:

- B-1 CERTIFICATE OF LEGAL NAME OF BIDDER
- B-2 CERTIFICATE OF INDEPENDENT DETERMINATION
- B-3 CERTIFICATE OF BID VALIDITY
- B-4 CERTIFICATE OF EXCLUSION OF TAXES AND CHARGES
- B-5 CERTIFICATE OF COMPLIANCE
- B-6 LIABILITY DECLARATION
- B-7 CERTIFICATE OF AUTHORIZATION TO PERFORM
- B-8 CERTIFICATE OF ABSENCE OF CLAIM OR LITIGATION

ANNEX C - PAST PERFORMANCE QUESTIONNAIRE

ANNEX D - PRICE PROPOSAL

ANNEX E - CONCESSIONAIRE FEE PROPOSAL

IFIB-ACT-JFTC 17-38, Description of Acquisition Bidding Instructions

PART 1 - BIDDING INSTRUCTIONS

1. General

The purpose of this International Competitive Bidding (IFIB) is to award a Concessionaire Contract for Operation of Duty Free and Rationed-Items Canteen at Joint Force Training Centre located in Bydgoszcz (Poland) and on a Web Portal (hereinafter referred to as JFTC). The solicitation, evaluation and award processes will be conducted in accordance with the terms and conditions contained herein. 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 solution** for JFTC.

2. Classification

This IFIB is an UNCLASSIFIED document.

3. Definitions

- a) The term "Prospective Bidder", shall refer to the entity that has completed and returned the Acknowledgement of Receipt letter of this IFIB, and has indicated thereon its intention without commitment, to participate in this IFIB.
- b) The term "Bidder", shall refer to the bidding entity that has completed a bid in response to this IFIB.
- c) The term "Compliance" as used herein means strict conformity to the requirements and standards specified in this IFIB.
- d) The term "Concessionaire" refers to persons or business enterprises operating under their own legal personality under contract with the headquarters and providing services.
- e) The term "Contracting Officer" or "CO" refers to the authority executing this IFIB and/or awarding the contract on behalf of the JFTC.
- f) The term "Morale and Welfare Activities" (hereinafter referred to as MWA) refers to the Morale and Welfare programme operated in JFTC.
- g) The term "Statement of Work" (hereinafter referred to as SOW) refers to the technical requirements defined by JFTC.
- h) The term "NATO", shall refer to the North Atlantic Treaty Organisation.
- i) The term "days" as used in this IFIB shall, unless otherwise stated, be interpreted as meaning calendar days.

4. Eligibility

This IFIB is opened to Governmental or Commercial entities that:

- a) originate and are chartered/incorporated within NATO member nations,
- b) maintain a professionally active facility (office, factory, laboratory, etc.) within NATO-member nations,

IFIB-ACT-JFTC 17-38, Description of Acquisition Bidding Instructions

- c) provide the funding for the aforementioned requirement.
- d) have successfully performed at least two (2) contracts within the last seven (7) years substantially similar in scope and magnitude to the requirement described in this IFIB. At the time of bidding, bidders must be legally authorised to operate this kind of business in any of the NATO-member nations.
- e) have had no claims in excess of 250,000 € (or USD equivalent) filed against them or has not been involved in litigation, the bidder shall attach a statement attesting as such (Annex B-8).
- f) do not fall under and of the exclusion criteria defined in Annex B-9.

5. Exemption of taxes

In accordance with Article VIII of the Paris Protocol dated 28 August 1952 and Art. 17 of the Supplementary Agreement between the Government of the Republic of Poland and Headquarters, Supreme Allied Commander Transformation and the Supreme Headquarters Allied Powers Europe to the Protocol on the status of International Military Headquarters set up pursuant to the North Atlantic Treaty, dated 9 July 1966, goods and services under this contract are exempt from taxes, duties and similar charges.

6. Amendments or Cancellation

- a) The JFTC 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.
- b) Amendments issued before the established time and date for receipt of offers shall be issued to all parties receiving the solicitation.
- c) 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.
- d) The JFTC 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 the JFTC 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 costs shall be recovered from the JFTC. If this IFIB is cancelled prior to the bid opening, the bids already received shall be returned, unopened to the senders upon their request.

7. Site Survey

- a) The installations and equipment in the JFTC described in the SOW at Part III of this IFIB can be visited/checked during a site survey, which is scheduled on 23 August 2017, at 09.30 hrs CET.
- b) Participation in the Site Survey has to be requested upon a 72 hours notice at the assigned Points of Contact, who will give further instructions to participants (joining instructions, address and meeting location):

IFIB-ACT-JFTC 17-38, Description of Acquisition Bidding Instructions

- 1) Mr. Ryszard Piasecki, tel: +48 261 411 439, email: ryszard.piasecki@jftc.nato.int , and
- 2) Mr. Tomasz Kopytowski, tel. +48 261 411 423, email: tomasz.kopytowski@jftc.nato.int
- c) All the expenses borne by the Prospective Bidders in relation to the site survey will be in charge of the Prospective Bidders and shall not be subject to reimbursement by the JFTC.
- d) The Bidder is responsible for all clearances needed.

8. Clarifications to the Solicitation

- a) Prospective Bidders should seek clarification 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, from the Contracting Officer. The Contracting Officer must receive such requests for clarification no later than 28 calendar days before bid closing date. The Contracting Officer is under no obligation to answer questions submitted after this time.
- b) Information in response to a request for clarification to a prospective bidder shall be furnished to all prospective Bidders as a Question and Answer amendment (except for the identity of the questioner) not later than 28 calendar days before the closing date for bids. All such amendments shall be incorporated into this IFIB and published on the JFTC website as part of this solicitation. The 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.
- c) The [Frequently Asked Questions](#) (FAQ) published on the JFTC official website contains answers to some of the commonly asked questions. The aim of FAQ is to help the Prospective Bidders to understand bidding process. Please peruse them first.

9. Bid Closing Date

- a) Bids shall be received at the JFTC Contracting Office, **no later than 27 September 2017, 15:00 hours, CET**. No bids shall be accepted after this time and date.
- b) Written and duly justified requests for extensions of the bid closing date shall be submitted directly to the Contracting Officer, and may be granted at his discretion. Such requests must reach the Contracting Officer not later than 14 calendar days prior bid closing date. When extensions of the bid closing date are granted, the Contracting Officer will immediately advise all the potential offerors by publishing it on the JFTC website, and when possible, by sending the notification via email.

10. Bid Validity

- a) Bids shall remain valid for a period of six (6) months from the applicable closing date set forth within this IFIB.
- b) In order to comply with this requirement, the bidder shall complete the Certificate of Bid Validity set forth in Annex B-3. Bids offering less than the period of time referred to

**IFIB-ACT-JFTC 17-38, Description of Acquisition
Bidding Instructions**

above for acceptance by the Contract Award Committee (CAC) may be determined to be non-compliant.

- c) The CAC will endeavor to complete the evaluation and make an award within the period referred to above. However, should that period of time prove insufficient to render an award, the CAC reserves the right to request an extension of the period of validity.
- d) Upon notification by the Contracting Officer of such a request for a time extension, the bidders shall have the right to:
 - (1) accept this extension of time in which case bidders shall be bound by the terms of their offer for the extended period of time and Certificate of Bid Validity extended accordingly;
or
 - (2) refuse this extension of time and withdraw the Bid.
- e) Bidders shall not have the right to modify their Bids due to a Contracting Officer request for extension of the Bid validity unless expressly stated in such request.

11. Contents of Proposal

The proposal **shall consist of one (1) original and four (4) copies** of the following minimum paper documents (clipped – neither binding nor prong folders please):

a) Administrative Proposal (ENVELOPE A):

- (1) The "Bid Administration" package or Envelope A shall contain the following certifications, completed by the bidder (See Annexes B-1 through B-9 of the Bidding Instructions)
 - ANNEX A –IFIB RESPONSE CHECK LIST
 - ANNEX B - REQUIRED CERTIFICATIONS:
 - B-1 CERTIFICATE OF LEGAL NAME OF BIDDER
 - B-2 CERTIFICATE OF INDEPENDENT DETERMINATION
 - B-3 CERTIFICATE OF BID VALIDITY
 - B-4 CERTIFICATE OF EXCLUSION OF TAXES AND CHARGES
 - B-5 CERTIFICATE OF COMPLIANCE
 - B-6 LIABILITY DECLARATION
 - B-7 CERTIFICATE OF AUTHORIZATION TO PERFORM
 - B-8 CERTIFICATE OF ABSENCE OF CLAIM OR LITIGATION
 - B-9 DECLARATION ON EXCLUSION CRITERIA
- (2) This envelope must contain too the following certificates:
 - 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).

IFIB-ACT-JFTC 17-38, Description of Acquisition Bidding Instructions

b) Technical Proposal (ENVELOPE B):

- (1) The bidder shall provide documentary evidence of the required level of corporate experience in the field of tax-free retail and rationed- item business. This evidence shall be based on completed or on-going contracts and shall consist of two (2) Past Performance Information Forms (Annex C of this Part I), **filled in and sent by current or previous customers directly to the Contracting Officers** before the bid closing date.
- (2) The bidder shall provide a description of the corporate structure or an organisational chart. The bidder shall provide a description of the project management structure or an organisational chart, which includes identification by name of the Management Project Personnel.
- (3) The bidder shall demonstrate his overall comprehension of the purpose, objectives and constraints of the services as well as a general understanding of the environment in which the contract is to be performed. This shall outline the bidder's intentions and method, which will be employed in meeting the requirements of the SOW.
- (4) The bidder shall provide a view of the variety of assortment he is able to implement on the JFTC premises. Moreover, the bidder has to demonstrate what kind of initiatives he plans to implement (special offers, activities...) in order to attract customers to the store.
- (5) The bidder shall provide the Web portal address and a description of the way to use it in order to meet the requirements described in the SOW (Part III).

c) Price Proposal and Fee Proposal (ENVELOPE C):

- (1) Bidders shall exclude from the calculation of their prices all taxes, duties and customs charges from which the JFTC has been exempted. All prices shall be in PLN.
- (2) The Price proposal (including a mark-up proposal) and the Concessionaire Fee proposal shall be submitted on the attached Forms (Annex D and E).
- (3) The items stated in Annex D are only a sample of what type of articles and brands bidders can propose. This list is a tool for JFTC to compare and evaluate the bids.

12. Proposal Submission

- a) The proposal shall be made in English language. Any relevant documents supporting the bid that are not translated into English language (self-translation will be accepted) shall not be considered eligible and may result the bid to be administratively not complaint.
- b) Bids must be submitted in accordance with the following instructions:
 1. The **Outer Envelope** or parcel must be duly sealed and contain three (3) inner envelopes, namely:
 - a. **Inner Envelope A** – containing Administrative Proposal,
 - b. **Inner Envelope B** – containing Technical Proposal,
 - c. **Inner Envelope C** - containing Price and Fee Proposals (please use templates attached in Annex D and E),

IFIB-ACT-JFTC 17-38, Description of Acquisition Bidding Instructions

each of them must be separately sealed and identified (including bidder name , bidding reference IFIB-ACT-JFTC 17-38 and description of contents, as provided above).

- a) Partial bidding is not permitted.
- b) Proposal packages may be made by mail, courier or hand carried.
- c) Proposal packages are to be handed to a member of Contracting Office or other member of the Budget and Finance Branch, who shall endorse the package with a time date and delivery official shall counter sign, as to the accuracy of the recording. The delivery shall be scheduled between 08:00 and 15:00 CET (between Monday and Friday only).
- d) Quotations shall be made as a net price in PLN.
- e) It is the sole responsibility of the Prospective Bidder to review any Q & A that may be issued in support of this solicitation, prior to bid submission.
- f) No oral bids or oral modifications or telephonic bids shall be considered.
- g) It is the ultimate responsibility prior to submission that all proposal submissions are reviewed to ensure they meet the technical and administrative specifications and that offers meet the limitations and expressed conditions.

13. Late Proposals

- a) It is solely the bidder`s responsibility that every effort is made to ensure that the proposal reaches the JFTC prior to the established closing date and time. All late bids shall be returned to the offering company unopened. Only if it can be unequivocally demonstrated that the late arrival of the bid package was the result of the NATO staff negligence (mishandling) shall the bid be considered.
- b) A delay in a commercial courier service does not constitute a delay by the NATO or government channels.

14. Bid Withdrawal

A bidder may withdraw their bid by written notice at any time before contract award. The proposal shall be returned at the bidder expense.

15. Bid Evaluation

- a) General:

The JFTC will make the evaluation of bids solely on the basis of the requirements specified in this IFIB. Bids will be evaluated by the CAC by using scoring system based upon the technical and the price proposals received from the bidders in response to this IFIB. In order to identify the bidder offering the best quality/price ratio, the following formula will be used to calculate overall scores for the competing offers:

**IFIB-ACT-JFTC 17-38, Description of Acquisition
Bidding Instructions**

Total Score = Technical Score + Price Score

with the following weighting:

Technical criteria	Price criteria
50	50

b) Administrative and technical compliance:

Prior to the commencement of the Price and Technical Evaluation, Bids will be reviewed for compliance with the Bid Submission Requirements of this IFIB. These are as follows:

- (1) The Bid was received by the Bid Closing Date and Time.
- (2) The Bid is complete, i.e. contains a separate price and technical Bid, and it comes in three separate and closed envelopes as stated in point 12.b).
- (3) The bidder has submitted originally signed copies of the required Certificates (envelope A).
- (4) The Technical Proposal is complete and meets the purpose of this IFIB:
 - Past Performance Questionnaires (two), received by the Contracting Officer;
 - Description of the corporate structure and of the project management structure with listing and qualification of management personnel;
 - Demonstration of the overall comprehension of the objectives, constraints, specific environments, and method proposed to meet the requirements of this IFIB;
 - View of the variety of assortment planned to be implemented on the JFTC premises and of the initiatives planned to attract customers;
 - Description of the way to use the Web Portal.

A Bid that fails to conform to the above requirements may be declared non-compliant and may not be evaluated further by the JFTC (selection criteria: pass or fail).

c) Technical volume evaluation (up to 50 points)

The technical evaluation will be made in accordance with the following criteria:

- (1) **10 points** awarded for the Past Performance Questionnaire (PPQ):
A weighted score for the past performance (PP) shall be given to each Bid under evaluation. It shall be calculated as follows:

$$Points = \frac{PP\ max}{PPI} * 10$$

*with PP max = the highest Past Performance score
and PPI = Past Performance score of the bidder for which the score is calculated*

To calculate the Past Performance Score, scores of the template (Annex C) will be used. The marks put in points a, b, c, d, f, g, j, k, m, n of para.10 and the global score at para.12 will be used to determine the PPI.

- (2) **15 points** awarded for the Bid which offers the best variety of assortment.

**IFIB-ACT-JFTC 17-38, Description of Acquisition
Bidding Instructions**

- (3) **15 points** awarded for the Bidder who proposes the best initiatives he plans to implement.
- (4) **10 points** awarded for the Bid which offers the best Web Portal Proposal (well-built, user-friendly, visually appealing web site).

A ranking will be made between the bidders and points will be awarded as stated below:

	A	B	C	D
	PPQ	VARIETY	INITIATIVES	WEB PORTAL
Best Proposal	10 points	15 points	15 points	10 points
Second Best Proposal	TBD	10 points	10 points	7 points
Third Best Proposal	TBD	7 points	7 points	5 points
Fourth and the following	TBD	5 points	5 points	3 points

d) Price evaluation (up to 50 points)

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

- (1) **30 points** awarded for the best price and mark-up proposal (Annex D). According to the SOW (part III-B, §1.b) and §3.c), the prices proposed by the bidder must be at a lower price than price available on the regularly taxed market. JFTC will compare bidders' price proposals to the local economy and reserves the right to not examine further a price proposal which do not meet this requirement.
- (2) **20 points** awarded for the best Concessionaire Fee proposal (Annex E).

A ranking will be made between the bidders and points will be awarded as stated below:

	A	B
	PRICE PROPOSAL	FEE PROPOSAL
Best Proposal	30 points	20 points
Second Best Proposal	25 points	15 points
Third Best Proposal	20 points	10 points
Fourth and the following	15 points	5 points

IFIB-ACT-JFTC 17-38, Description of Acquisition Bidding Instructions

16. Clarifications of Proposals

During the entire evaluation process the JFTC reserves the right to discuss any bid with the order to clarify what is offered and interpretation of language within the bid, to resolve in potential areas of noncompliance. Clarifications should not cause prices to change or technical offering to materially change. Following receipt of bids/proposals, clarification requests should be limited to resolving likely administrative errors (e.g., clerical mistakes, as in the obvious misplacement of a decimal point).

17. Award

- a) The JFTC contemplates to award a contract to a single source.
- b) The JFTC CAC shall award the contract to the Bidder whose conforming proposal represents best value solution for the JFTC.
- c) The JFTC reserves the right to negotiate minor deviations to the listed Special and General Terms and Conditions to this IFIB.
- d) Contract Award date is anticipated in September/October 2017.

18. Communications

All communication related to this IFIB, between a prospective bidder and the JFTC shall be only through the JFTC Contracting Officer. Designated contracting staff shall assist the JFTC Contracting Officer in the administrative process. There shall be no contact with other JFTC personnel in regard to this IFIB. Such adherence shall ensure fair and open competition with equal consideration and competitive footing leverage to all interested parties.

19. Point of Contact

Ryszard PIASECKI, JFTC Contracting Officer
ryszard.piasecki@jftc.nato.int

All correspondence shall be forwarded to:

Joint Force Training Centre
BUDFIN – Contracting Office
IFIB-ACT-JFTC 17-38
ul. Szubinska 2
85-915 Bydgoszcz (Poland)

**IFIB-ACT-JFTC 17-38, Description of Acquisition
Bidding Instructions**

ANNEX A

IFIB RESPONSE CHECKLIST

1. Administrative Proposal

- Certificate of Legal Name of Bidder (Part I - ANNEX B-1)
- Certificate of Independent Determination (Part I - ANNEX B-2)
- Certificate of Bid Validity (Part I - ANNEX B-3)
- Certificate of Exclusion of Taxes and Charges (Part I - ANNEX B-4)
- Certificate of Compliance (Part I - ANNEX B-5)
- Liability Declaration (Part I - ANNEX B-6)
- Certificate of Authorisation to perform (Part I - ANNEX B-7)
- Certificate of absence of claim or litigation (Part I - ANNEX B-8)
- Declaration on Exclusion Criteria (Part I – 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 questionnaires (Part I - 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
- View of the variety of assortment and initiatives planned to be implemented
- Description of the use of the Web Portal

3. Price and fee proposals

- Price proposal (Part I - ANNEX D)
- Fee proposal (Part I - ANNEX E)

**IFIB-ACT-JFTC 17-38, Description of Acquisition
Bidding Instructions**

ANNEX B-1 - CERTIFICATE OF LEGAL NAME ME OF BIDDER

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

FULL NAME OF CORPORATION		
DIVISION (IF APPLICABLE)		
SUB DIVISION (IF APPLICABLE)		
OFFICIAL MAILING ADDRESS		
E-MAIL ADDRESS		
TELEFAX NO		
POINT OF CONTACT REGARDING THIS BID	NAME	
	POSITION	
	TELEPHONE	
ALTERNATIVE POINT OF CONTACT	NAME	
	POSITION	
	TELEPHONE	
DATE		
SIGNATURE OF AUTHORIZED REPRESENTATIVE	NAME AND TITLE	COMPANY

**IFIB-ACT-JFTC 17-38, Description of Acquisition
Bidding Instructions**

ANNEX B-2 CERTIFICATE OF INDEPENDENT DETERMINATION

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

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

DATE		
SIGNATURE OF AUTHORIZED REPRESENTATIVE	NAME AND TITLE	COMPANY

**IFIB-ACT-JFTC 17-38, Description of Acquisition
Bidding Instructions**

ANNEX B-3 CERTIFICATE OF BID VALIDITY

I, the undersigned, as an authorized representative of the firm submitting this Bid, do hereby certify that the pricing and all other aspects of our original offer as modified by our revised proposal will remain valid until 27 March 2018.

DATE		
SIGNATURE OF AUTHORIZED REPRESENTATIVE	NAME AND TITLE	COMPANY

**IFIB-ACT-JFTC 17-38, Description of Acquisition
Bidding Instructions**

ANNEX B-4 CERTIFICATE OF EXCLUSION OF TAXES AND CHARGES

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

DATE		
SIGNATURE OF AUTHORIZED REPRESENTATIVE	NAME AND TITLE	COMPANY

**IFIB-ACT-JFTC 17-38, Description of Acquisition
Bidding Instructions**

ANNEX B-5 CERTIFICATE OF COMPLIANCE

I hereby certify that the Bid submitted by Company is fully compliant with the requirements of the present IFIB.

This company foresees [no/some]¹ difficulty in obtaining acceptance of any prime contract terms and conditions which are required to be passed on to subcontractors by this IFIB. In case of such difficulties, this company intends to resolve these conflicts as follows:

DATE		
SIGNATURE OF AUTHORIZED REPRESENTATIVE	NAME AND TITLE	COMPANY

¹ Delete or strike through as appropriate

**IFIB-ACT-JFTC 17-38, Description of Acquisition
Bidding Instructions**

ANNEX B-6 LIABILITY DECLARATION

1. JFTC shall not be liable for any direct and indirect, incidental, reliance, special, consequential or punitive damages (including, among other things, lost profits or revenue, disease, accidents causing injuries to any person or death during the performance of work or travel under this contract) sustained or incurred in connection with or arising out 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, negligence of any kind) or otherwise; and regardless of whether the other party has been advised of the possibility of such damages and whether such damages were foreseeable or not. The Contractor is responsible for arranging for necessary insurances when performing work or travel under this contract. In case of accident or disease, the Contractor shall arrange for qualified replacement personnel, as appropriate to ensure continuation and completion of the work within time specified under the contract.

2. The Contractor will strictly obey all Polish national laws and orders in relation to working safety and health. Where the Contractor does not do so, the company is liable for all results relating to their worker's safety and health.

3. All expenses relating to work safety are the responsibility of the Contractor.

The Contractor declares that NATO and all staff of NATO 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 for NATO.

DATE		
SIGNATURE OF AUTHORIZED REPRESENTATIVE	NAME AND TITLE	COMPANY

**IFIB-ACT-JFTC 17-38, Description of Acquisition
Bidding Instructions**

ANNEX B-7 CERTIFICATE OF AUTHORIZATION TO PERFORM

The Contractor warrants that the Contractor and his sub-contractors have been duly authorized to operate and do business in Poland; that he and his sub-contractors have obtained all necessary licenses and permits required in connection with the contract; that he and the subcontractors will fully comply with all the laws, decrees, labour standards and regulations of the Republic of Poland during the performance of this contract; and that no claim for additional moneys with respect to any authorisations to perform will be made upon JFTC.

DATE		
SIGNATURE OF AUTHORIZED REPRESENTATIVE	NAME AND TITLE	COMPANY

**IFIB-ACT-JFTC 17-38, Description of Acquisition
Bidding Instructions**

ANNEX B-8 CERTIFICATE OF ABSENCE OF CLAIM OR LITIGATION

I hereby certify that the company I represent has no claims in excess of 250,000 € (or USD equivalent) filed against its or has not been involved in litigation claims in excess of 250,000 € (or USD equivalent) on ongoing and/or completed contracts of a similar nature and duration.

DATE		
SIGNATURE OF AUTHORIZED REPRESENTATIVE	NAME AND TITLE	COMPANY

**IFIB-ACT-JFTC 17-38, Description of Acquisition
Bidding Instructions**

ANNEX B-9 DECLARATION ON EXCLUSION CRITERIA

The undersigned declares on oath that the individual/company/organisation mentioned above is **not** in any of the situations mentioned below:

- a) they are bankrupt or being wound up, are having their affairs administered by the courts, have entered into an arrangement with creditors, have suspended business activities, are the subject of proceedings concerning those matters, or are in any analogous situation arising from a similar procedure provided for in national legislation or regulations;
- b) they have been convicted of an offence concerning their professional conduct by a judgement which has the force of *res judicata*;
- c) they have been guilty of grave professional misconduct proven by any means which JFTC can justify;
- d) 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.

I, the undersigned, understand that contracts may not be awarded if during the procurement procedure the individual/company/organisation mentioned above:

- is subject to a conflict of interest;
- is guilty of misrepresentation in supplying the information required by the JFTC as a condition of participation in the contract procedure or fail to supply this information.

DATE		
SIGNATURE OF AUTHORIZED REPRESENTATIVE	NAME AND TITLE	COMPANY

**IFIB-ACT-JFTC 17-38, Description of Acquisition
Bidding Instructions**

ANNEX C PAST PERFORMANCE QUESTIONNAIRE

To meet the requirements stated in points 4.d) and 15.c) above in this Part I, the bidder shall ask to each of its previous customer(s) to complete the "Past Performance Questionnaire". Once completed, this can be directly emailed as signed PDF form to both ryszard.piasecki@jftc.nato.int and tomasz.kopytowski@jftc.nato.int.

Note: JFTC reserves the right to verify the validity of the information provided in the Past Performance Questionnaires.

Example of template:

**REFERENCES OF CURRENT OR RECENT CONTRACTS SUBSTANTIALLY SIMILAR IN
SCOPE AND MAGNITUDE TO THE REQUIREMENTS OF THIS IFIB²**

For each contract/agreement, please indicate:

1. Contract reference (if applicable)	
Start date of contract	
End date of contract	
Value of contract	
Customer's name	
Customer's Point of Contact capable of providing Information giving name, telephone, fax numbers, e-mail	

2. Contract reference (if applicable)	
Starting date of contract	
End date of contract	
Value of contract	
Customer's name	
Customer's Point of Contact capable of providing Information giving name, telephone, fax numbers, e-mail	

² Contracts listed may include those entered into by the Government, agencies of state and/or local governments, civilian/military organizations, non-profit entities, international organizations and/or commercial concerns. The Bidder may also provide information on problems encountered on the identified contracts and the Bidder's corrective actions.

**IFIB-ACT-JFTC 17-38, Description of Acquisition
Bidding Instructions**

PAST PERFORMANCE QUESTIONNAIRE

Bidders shall ask their previous customer(s) to complete the "Past Performance Questionnaire". Once completed, this can be directly emailed as signed PDF form to both ryszard.piasecki@jftc.nato.int and tomasz.kopytowski@jftc.nato.int.

CONTRACTOR'S DETAILS:	<i>the name, address, etc. of the company that has provided the goods/services</i>		<input type="checkbox"/> PRIME	<input type="checkbox"/> SUB
CUSTOMER'S DETAILS:	<i>the name, address of the company which has received the goods/services and, therefore, is filling in this questionnaire.</i>			
CONTRACT TITLE:	<i>Example Contract Title</i>			
CONTRACT NUMBER/REFERENCE:	<i>Abcd1234</i>			
AWARD DATE:	<i>DD/MM/YYYY</i>	CONTRACT TYPE:	<i>Firm Fixed Price, Cost Reimbursement, Other (Please specify)</i>	
CONTRACT VALUE:	<i>EUR 000,000.00</i>	PERIOD OF PERFORMANCE	<i>from DD/MM/YYYY to DD/MM/YYYY</i>	

PROCURING OR ADMINISTRATIVE CONTRACTING ACTIVITY:			
POINTS OF CONTACT	PROCUREMENT CONTRACTING OFFICER (PCO):	ADMINISTRATIVE CONTRACTING OFFICER (ACO):	TECHNICAL REPRESENTATIVE (COR):
NAME:	<i>Name Surname, Rank/Title</i>	<i>Name Surname, Rank/Title</i>	<i>Name Surname, Rank/Title</i>
TELEPHONE:	<i>Phone</i>	<i>Phone</i>	<i>Phone</i>
E-MAIL:	<i>Email</i>	<i>Email</i>	<i>Email</i>

DESCRIPTION OF CONTRACT SERVICE(S):

Evaluation Factor	Rating <i>(please use past performance guidelines on page 26)</i>	Comments <i>(please attach additional sheets, if necessary)</i>
1. Quality of work, supplies, Services		
2. Experience/Expertise		
3. Personnel		

**IFIB-ACT-JFTC 17-38, Description of Acquisition
Bidding Instructions**

4. Ability to oversee and administrate the Contract		
5. Subcontractor Management		
6. Business Relations		
7. Reliability		
8. Timeliness of performance (was there any delay in the contract execution?)		
9. Liquidated Damages (Was there any event generating the need for liquidated damages?)		
10. Customer Satisfaction		
11. Correspondence between requirement and Contractor's performance (Did any discrepancy occur during the contract execution?)		
12. Cost/Budget Control		
13. Quality control		
14. Procedures and safety records/standards		

**IFIB-ACT-JFTC 17-38, Description of Acquisition
Bidding Instructions**

15. Considering all information provided above, please rate the contractor's performance overall (*):

- Excellent(5)
- Good(4)
- Fair(3)
- Poor(2)
- Unsatisfactory(1)

(* Mark with a 'X'

13. Would you select this firm again? Please explain (*Attach additional sheet if necessary*)

14. Name & Date

15. Title

16. Signature

**IFIB-ACT-JFTC 17-38, Description of Acquisition
Bidding Instructions**

PERFORMANCE RATING GUIDELINES

Summarize Contractor Performance in each of the rating areas. Assign each area a rating of Unsatisfactory, Poor, Fair, Good, and Excellent. Use the following instructions as guidance in making these evaluations.

Note: There is no corresponding guidance for "Customer Satisfaction". Please use the comments area on the preceding form to justify the rating given "Customer Satisfaction."

	Quality of Work/Supplies /Personnel/Service	Cost Control	Timeliness of Performance	Business Relations/Subcontractor Mgm
Ratings and related score	Compliance with contract requirements Accuracy of reports Appropriateness of Personnel Technical excellence	Within budget Current, accurate, complete billings Relationship of negotiated costs to actual Cost efficiencies Change orders issued	Met interim milestones Reliable Responsive to technical direction Completed on time	Effective Mgmt Business-like correspondence Responsive to contract Requirements Prompt notification of Problems Reasonable/cooperative Flexible Pro-active Effective subcontract program
Unsatisfactory (score = 1)	Non-conformances are compromising the achievement of contract requirements	Cost issues are compromising performance	Delays are compromising achievement of contract requirements	Response is not effective
Poor (score = 2)	Non-conformances require major agency resources to ensure achievement of contract requirements	Cost issues require major agency resources to ensure achievement of contract requirements	Delays require major agency resources to ensure achievement of contract requirements	Response is marginally effective
Fair (score = 3)	Non-conformances require minor agency resources to ensure achievement of contract requirements	Cost issues require minor agency resources to ensure achievement of contract requirements	Delays require minor agency resources to ensure achievement of contract requirements	Response is somewhat effective
Good (score = 4)	Non-conformances do not impact achievement of contract requirements	Cost issues do not impact achievement of contract requirements	Delays do not impact achievement of contract requirements	Response is usually effective
Excellent (score = 5)	There are no quality problems	There are no cost issues	There are no delays	Response is effective

Note: an average past performance score of **Good** or higher will be rated with "**compliant**" (pass).

ANNEX D - PRICE PROPOSAL

	CATEGORY	TYPE	BRAND	SPECIFIC PRODUCT	CONDITIONING	MANUFACTURER PRICE PER ITEM (VAT and excise duty Excl.)	MARK-UP	SELLING PRICE PER ITEM TO JFTC (A)	Quantity for Price Proposals Comparison (B)	Total Price Proposal Comparison = (A) x (B)
RATIONED ITEMS	TOBACCO	Cigar	Cohiba	Siglo 5	Individual Tube				1	0
	TOBACCO	Cigar	Montecristo	Double Edmundo	Individual Tube				1	0
	TOBACCO	Cigar	Romeo y Julieta de Havana	No 2	Individual Tube				1	0
	TOBACCO	Cigarettes	L&M	Blue Label	Carton (200 cigarettes)				25	0
	TOBACCO	Cigarettes	Marlboro	Gold	Carton (200 cigarettes)				25	0
	TOBACCO	Cigarettes	Pall Mall	Lights 100'	Carton (200 cigarettes)				25	0
	TOBACCO	Cigarettes	West	Red	Carton (200 cigarettes)				25	0
	TOBACCO	Cigarettes	Gauloises	Blondes	Carton (200 cigarettes)				25	0
	TOBACCO	Cigarettes	Lucky Strike	Red filter	Carton (200 cigarettes)				25	0
	TOBACCO	Cigarettes	Camel	Activate	Carton (200 cigarettes)				25	0
	TOBACCO	Cigarettes	Davidoff	Menthol	Carton (200 cigarettes)				25	0
	TOBACCO	Cigarettes	Vogue	Superslims bleue	Carton (200 cigarettes)				25	0

TOBACCO	Cigarettes	Golden Gate by P&S	Red	Carton (200 cigarettes)				25	0
TOBACCO	Cigarettes	Salem Original	Menthol	Carton (200 cigarettes)				25	0
ALCOHOL	Bitters	DeKuyper	Oranje Bitter	500ml				25	0
ALCOHOL	Gin	Beefeater	London Dry	1000ml				50	0
ALCOHOL	Gin	Tanqueray	No 10	1000ml				50	0
ALCOHOL	Irish Whiskey	Jameson	John Jameson	1000ml				50	0
ALCOHOL	Irish Whiskey	Bushmills	Original	1000ml				50	0
ALCOHOL	Rum	Havana Club	Anejo 3 Anos	1000ml				50	0
ALCOHOL	Rum	Bacardi	Carta Blanca	1000ml				50	0
ALCOHOL	Rum	Old Pascas	Old Pascas White Rum	1000ml				50	0
ALCOHOL	Rum	Zacapa	Centenario Sistema 23 Solera Gran Reserva	1000ml				50	0
ALCOHOL	Tennessee Whiskey	Jack Daniels	Old No 7	1000ml				50	0
ALCOHOL	Tennessee Whiskey	Jack Daniels	Honey	1000ml				50	0
ALCOHOL	Tequila	Patron	Anejo	1000ml				50	0

ALCOHOL	Tequila	Sierra Tequila Antiguo	Sierra Antiguo	700ml				50	0
ALCOHOL	Vodka	Grey Goose	Original	1000ml				50	0
ALCOHOL	Vodka	Absolut	Vodka	1000ml				50	0
ALCOHOL	Vodka	Absolut	Citron	1000ml				50	0
ALCOHOL	Vodka	Finlandia	Original	1000ml				50	0
ALCOHOL	Vodka	Finlandia	Cranberry	1000ml				50	0
ALCOHOL	Vodka	Zubrowka	Original	1000ml				50	0
ALCOHOL	Vodka	Danzka	Original	1000ml				50	0
ALCOHOL	Vodka	Rasputin	Original	1000ml				50	0
ALCOHOL	Vodka	Smirnoff	Red label	1000ml				50	0
ALCOHOL	Vodka	Smirnoff	Blue Label	1000ml				50	0
ALCOHOL	Vodka	Belvedere	Belvedere	700ml				50	0
ALCOHOL	Vodka	Wyborowa	Finest Export	1000ml				50	0
ALCOHOL	Vodka	Beluga	Noble	1000ml				50	0

ALCOHOL	Vodka	Russian Standard	Gold	1000ml				50	0
ALCOHOL	Vodka	Crystal Head	Crystal Head	1750ml				50	0
ALCOHOL	Whisky	Macallan	Select Oak 1824	1000ml				50	0
ALCOHOL	Whisky	Canadian Whiskey	Crown Royal	1000ml				50	0
ALCOHOL	Whisky	Ballantine's	Finest	1000ml				50	0
ALCOHOL	Whisky	Ballantine's	12 YO	1000ml				50	0
ALCOHOL	Whisky	The Glenlivet	Founder's Reserve	1000ml				50	0
ALCOHOL	Whisky	The Glenlivet	12 YO	1000ml				50	0
ALCOHOL	Whisky	Black Velvet	Reserve	1000ml				50	0
ALCOHOL	Whisky	Chivas Regal	Blended Scotch	1000ml				50	0
ALCOHOL	Whisky	Chivas Regal	12 YO	1000ml				50	0
ALCOHOL	Whisky	Chivas Regal	18 YO	1000ml				50	0
ALCOHOL	Whisky	Jura	Origin	1000ml				50	0
ALCOHOL	Whisky	Jura	Superstition	1000ml				50	0

	ALCOHOL	Whisky	Nikka	Blended Whisky	1000ml				50	0
	ALCOHOL	Whisky	Glenfiddich	Red 15'	1000ml				50	0
	ALCOHOL	Whisky	Jim Beam	Red	1000ml				50	0
	ALCOHOL	Whisky	Talisker	Skye	1000ml				50	0
	ALCOHOL	Whisky	Dalmore	Cigar Malt	1000ml				50	0
	ALCOHOL	Whisky	Johnnie Walker	Red Label	1000ml				50	0
	ALCOHOL	Whisky	Johnnie Walker	Black Label, 12 years	1000ml				50	0
	ALCOHOL	Whisky	Small Roses	Small Batch	1000ml				50	0
	ALCOHOL	Whisky	Jameson	Select Reserve	1000ml				50	0
	ALCOHOL	Whisky	Jameson	triple distilled	1000ml				50	0
NON-RATIONED ITEMS	COSMETICS	Foundation	Clinique	Beyond Perfecting Foundation + Concealer	30ml				1	0
	COSMETICS	Foundation	Loreal Paris	True Match Super-Blendable Foundation SPF 17	30ml				1	0
	COSMETICS	Mascara	Lancome	Hypnose Volume 01	6.2g				1	0
	ELECTRONICS	Camera	GoPro	Hero 4 Silver	each				1	0

	ELECTRONICS	GPS	Garmin	Nuvi 55 LMT	each				1	0
	ELECTRONICS	Headphone	JBL	E30 On-Ear Headset	each				1	0
	ELECTRONICS	Headphone	MiTone	MITEA334 Bluetooth Earphone	each				1	0
	JEWELRY	Bracelet	Swarovski	Friend Bangle (5255652)	each				1	0
	JEWELRY	Bracelet	Tommy Hilfiger	Cuff Bracelet (MJF2700741)	each				1	0
	JEWELRY	Necklace	Swarovski	Freedom Necklace (5237056)	each				1	0
	JEWELRY	Watch	Emporio Armani	Ladies Classic Watch AR1670	each				1	0
	JEWELRY	Watch	Tag Heuer	Monaco Calibre 12 - 39mm (CAW2111.FC6183)	each				1	0
	MISCELLANEOUS	Luggage	Samsonite	S'Cure Spinner 55/20	each				1	0
	MISCELLANEOUS	Luggage	Samsonite	Short-Lite Upright 55/20 - 55x40x20mm (57241)	each				1	0
	MISCELLANEOUS	Luggage	Samsonite	Cosmolite Spinner 69/25 FL2 - 69x46x29mm (73350)	each				1	0
	MISCELLANEOUS	Luggage	Samsonite	S'Cure DLX Spinner 69/25 - 69x49x29mm (50917)	each				1	0

	NON-ALCOHOLIC BEVERAGE	Coffee	Jacobs	Kronung Green - Ground Coffee	500g				10	0
	NON-ALCOHOLIC BEVERAGE	Coffee	Melitta	Bella Creme Speciale	1000g				10	0
	NON-ALCOHOLIC BEVERAGE	Coffee	Douwe Egberts	Aroma Rood - Ground Coffee	500g				10	0
	NON-ALCOHOLIC BEVERAGE	Energy Drink	Red Bull	Original	Case (24 x 250ml cans)				20	0
	NON-ALCOHOLIC BEVERAGE	Soda	Fanta	Can	Case (24x 330ml Cans)				20	0
	NON-ALCOHOLIC BEVERAGE	Soda	Pepsi	Can	Case (24x 330ml Cans)				20	0
	NON-ALCOHOLIC BEVERAGE	Tea	Twinings	Lady Grey Tea Bags	Box (50g / 25 tea bags)				5	0
	NON-RATIONED ALCOHOL	Beer	Lefte	Blond	Case (24 x 330ml bottles)				10	0
	NON-RATIONED ALCOHOL	Beer	Lefte	Brune	Case (24 x 330ml bottles)				10	0
	NON-RATIONED ALCOHOL	Beer	Grimbergen	Dubbel	Case (20 x 500ml bottles)				10	0
	NON-RATIONED ALCOHOL	Beer	Corona	Extra	Case (24 x 355ml bottles)				10	0
	NON-RATIONED ALCOHOL	Beer	Bitburger	Premium Pils	Case (24 x 500ml cans)				10	0
	NON-RATIONED ALCOHOL	Cider	Strongbow	English Dry	Case (24 x 440ml cans)				10	0
	NON-RATIONED ALCOHOL	Sparkling Wine	Martini Rosso	Martini Rosso	1000ml				5	0

	NON-RATIONED ALCOHOL	Sparkling Wine	Frexinet	Cordon Negro Brut	750ml				5	0
	NON-RATIONED ALCOHOL	Sparkling Wine	Moet & Chandon	Imperial Brut	750ml				5	0
	NON-RATIONED ALCOHOL	Sparkling Wine	Dom Perignon	Vintage 2006	Bottle (750ml)				5	0
	NON-RATIONED ALCOHOL	Wine	Mouton Cadet	Bordeaux 2014	750ml				5	0
	NON-RATIONED ALCOHOL	Wine	Barton & Guestier	Merlot Reserve 2014	750ml				5	0
	NON-RATIONED ALCOHOL	Wine	Campo Viejo	Rioja Tempranillo 2014	750ml				5	0
	NON-RATIONED ALCOHOL	Wine	Bottega	Amarone Valpolicella 2012	750ml				5	0
	NON-RATIONED ALCOHOL	Wine	Marques de Riscal	Rioja Reserva 2012	750ml				5	0
	PERFUME	Men	Hugo Boss	Hugo Man	75ml				1	0
	PERFUME	Men	Calvin Klein	Eternity for men	100ml				1	0
	PERFUME	Men	Davidoff	Cool Water	75ml				1	0
	PERFUME	Men	Giorgio Armani	Armani Code	75ml				1	0
	PERFUME	Men	Dolce & Gabbana	Pour Homme	75ml				1	0
	PERFUME	Women	Bulgari	Omnia Paraiba	40ml				1	0

	PERFUME	Women	Burberry	Touch for women	50ml				1	0
	PERFUME	Women	Hugo Boss	Nuit pour Femme	75ml				1	0
	PERFUME	Women	Miss Dior	Le Parfum	75ml				1	0
	PERFUME	Women	Gucci	Bamboo	50ml				1	0
	PERFUME	Women	Chanel	No 5	50ml				1	0
	PERFUME	Women	Giorgio Armani	Acqua di Gioia	50ml				1	0
	PERFUME	Women	Victoria's Secret	Victoria	50ml				1	0
	PERSONAL HYGIENE	Body Wash	Biotherm	Lait de Douche - Cleansing Shower Milk with Citrus Essences	400ml				1	0
	PERSONAL HYGIENE	Face Cream	Clinique	Repairwear Uplifting SPF 15	50ml				1	0
	PERSONAL HYGIENE	Face Cream	Loreal Paris	Revitalift Day Cream SPF 30	50ml				1	0
	PERSONAL HYGIENE	Face Cream	Estee Lauder	Advanced Night Repair Synchronized Recovery Complex II	50ml				1	0
	PERSONAL HYGIENE	Facial Cleanser	Clinique	Extra Gentle Cleansing Foam (Very Dry to Dry Combination)	125ml				1	0

	PERSONAL HYGIENE	Moisturizer	Clinique	Clinique for Men SPF 21 Moisturizer	100ml				1	0
	PERSONAL HYGIENE	Razors	Gillette	Fusion ProShield Razor Blade Refill	4 cartidges				1	0
	PERSONAL HYGIENE	Razors	Gillette	Fusion ProShield Razor With FlexBall Technology	Razor Handle & 2 cartidges				1	0
									TOTAL	0

**IFIB-ACT-JFTC 17-38, Description of Acquisition
Bidding Instructions**

ANNEX E – CONCESSIONNAIRE FEE PROPOSAL

Mr/Mrs _____ on behalf of the
firm _____ proposes the following:

Minimum Profit Sharing Agreement	Proposed Profit Sharing
4,0%	

DATE		
SIGNATURE OF AUTHORIZED REPRESENTATIVE	NAME AND TITLE	COMPANY

IFIB-ACT-JFTC 17-38
PART II a.
SPECIAL TERMS AND CONDITIONS

Contents

1. General
2. Order of Precedence
3. Definitions
4. References and Eligibility for Tax Free Privileges
5. Sub-contracting
6. JFTC Contract Representatives
7. Concessionaire's Representatives
8. Contract Administration and Oversight
9. Facilities/Office Space, Equipment and Utilities
10. Employees
11. Use of Data Information
12. Insurance
13. Security and Access
14. Protection Conditions
15. Occupational Health and Safety, Fire Protection
16. Cure Notice
17. Mobilisation and Demobilisation
18. Audit
19. Code of Conduct

This Contract with 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 Canteen) at the JFTC, Bydgoszcz, Poland and on a web portal.
- b) The Concessionaire undertakes to perform the operation, at its own expense and risk, of a Canteen for further specified goods (rationed duty free and non-rationed duty-free and general non-duty-free) and services of good quality and variety determined in coordination between parties in accordance with the specific articles of this contract and the SOW, at the JFTC's premises.
- c) The Concessionaire is not granted any further or general authority to act on behalf of JFTC or as JFTC's agent, and the Concessionaire will not act in any way to incur legal liability for JFTC.
- 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 being employees, servants or agents of the JFTC or NATO nor be eligible for any of the benefits provided to JFTC, JFTC Staff members or NATO employees.
- e) The Concessionaire shall be responsible for executing all terms of this Contract. It may not delegate its rights or transfer its obligations without the prior permission of the Contracting Officer.
- f) The Canteen is not to 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 28 %), the Concessionaire applies the ration card system which exists in JFTC (details provided in the SOW).
- h) In case of violation of laws with respect to Polish 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 itself, all JFTC Canteen bookkeeping accounting and obligations in the field of customs and tax connected with the supply of dutiable items and articles of daily consumption to JFTC.

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 II Section a. (Special Terms and Conditions)
- 2) Part II b. (Contract General Terms and Conditions)
- 3) Part III (Statement Of Work)
- 4) The Concessionaire's Bid accepted by JFTC
- 5) General laws and regulations of the Republic of Poland, civil and fiscal in particular
- 6) Customary practices of Republic of Poland
- 7) Directives, Standard Operating Procedures and other internal JFTC 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 "Contracting Officer" or "CO" refers to the authority executing this IFIB and/or awarding the contract on behalf of the JFTC.
- c) The term "Contracting Officer's Technical Representative" (hereinafter referred to as COTR) is duly appointed by the Contracting Officer to be responsible for the execution of the contract on behalf of the JFTC.
- d) The term "Morale and Welfare Activities" (hereinafter referred to as MWA) refers to the Morale and Welfare programme operated in JFTC.
- e) The term "Statement of Work" (hereinafter referred to as SOW) refers to the technical requirements defined by JFTC.
- f) "Days" shall be interpreted as meaning calendar days.

4. References and Eligibility for Duty Free Privileges

- a) Duty and Tax exemption for the purchase of goods are granted to JFTC as an International Military Headquarters by virtue of:
 - a. Agreement between the parties of the North Atlantic Treaty regarding the status of their forces (SoFA) dated 19 June 1951,
 - b. Protocol on the Status of International Military Headquarters (IMHQ) set up pursuant to the North Atlantic Treaty (Paris Protocol) dated 28 August 1952,
 - c. Articles 143 and 151 of the COUNCIL DIRECTIVE 2006/112/EC on the common system of value added tax dated 28 November 2006;
 - d. Articles 226 and 227 of the Union Custom Code No 952/2013;
 - e. Articles 11 and 12 of the EU Directive 2008/118/EC;

- f. Supplementary Agreement between the Government of the Republic of Poland and Headquarters, Supreme Allied Commander Transformation and the Supreme Headquarters Allied Powers Europe to the Protocol on the Status of International Military Headquarters signed on 09 June 2017 (Polish Journal of Law 2017 item 1179).
- b) JFTC Shop Directive 18-02 establishes the policies and procedures for the operation and management of the JFTC Canteen. The Directive establishes procedures in regard to personnel entitlement and the rationing of alcohol and tobacco sales.
- c) Morale and Welfare Activities (MWA) and Non-appropriated Funds Directive 13-01 establishes policies, responsibilities and procedures governing the administration, accounting and audit of MWA Council (MWAC).
- d) Privileges are granted to eligible individuals, assigned to JFTC, NATO Communication and Information Agency CSU Bydgoszcz (NCIA CSUB), 3rd NATO Signal Battalion (3NSB), NATO Force Integration Unit (NFIU), Military Police Centre of Excellence (MP COE). The JFTC administers and controls these privileges.
- e) In accordance with the JFTC Directive 18-02, the Concessionaire is responsible for ensuring that rationed/non rationed duty-free goods are only sold to eligible individuals and that ration card are marked in the case of the purchase of rationed goods.
- f) Some general items of the directive 18-02 are set out in the Part II a. and Part III, in order to help the bidder to present an appropriate bid. After the award, the Concessionaire has to take notice of the whole directive and ensure its implementation for the points which the Concessionaire is concerned.

5. Sub-Contracting

The Concessionaire must not at any time subcontract any portion of this Contract with the JFTC nor shall it assign the Contract.

6. JFTC Contract Representatives

JFTC will appoint the following contract representatives, duties of these persons are described below:

- a) The **Contracting Officer** is responsible for all administration matters related to the contract. The Contracting Officer for this Contract is:
Mr. Ryszard Piasecki
Tel. +48 261 411 439
Email: ryszard.piasecki(at)jftc.nato.int
- b) The Contracting Officer will appoint a **Contracting Officer Technical Representative** (COTR). The COTR will serve as 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 delegated authority to make any commitments or changes that affect price, quality, quantity, delivery, scope or other terms and conditions of the contract. The COTR for this Contract is:

OF-4 Roman Leipzig
Tel. +48 261 411 475
Email: roman.leipzig(at)jftc.nato.int

7. Concessionaire's Representatives

- a) The Concessionaire will submit a list of the representative(s) from their organization who will directly interact with JFTC in any matters pertaining to the contract. JFTC will require key personal information from the representative(s) in order to obtain authorization to gain access to the JFTC. This will require the representative(s) to visit JFTC for the necessary administration. The number of personnel will be determined in close coordination between JFTC 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 account manager for this contract is:
Title, Name:
Tel:
Email:
- c) The Account Manager of the Concessionaire will maintain e-mail correspondence and, at minimum, two phone communication links with JFTC 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.
- b) The Concessionaire's representative and all Concessionaires staff shall be subjected to COTR or his Representative directions as far as security and discipline are concerned.
- c) The Concessionaire shall inform in writing the COTR or his Representative of all difficulties arising in the execution of their obligations.

9. Facilities/Office Space, Equipment and Utilities

- a) JFTC shall provide to the Concessionaire the facilities under the conditions listed below.
- b) The facilities will be adequate to meet the Concessionaire's responsibilities. Concessionaire shall take proper care of the facilities as if they were his own (a good housefather and neighbor).
- c) The Concessionaire shall use the premises solely for the execution of this contract and keep them equipped for this purpose. Activities for the benefit of third parties are not 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 agreed for this use, but

nothing in this contract or in the relationship between JFTC and the Concessionaire is intended to transfer ownership of the property.

- e) The Concessionaire shall assume responsibility for the rooms, furniture and equipment on the basis of a separate handover certificate, prepared and provided by the JFTC Property Accounting Manager.
- f) Facility modifications, changes, or maintenance done for the convenience of the Concessionaire will be conducted by JFTC.
- g) Utilities (water, wastewater disposal, electricity, garbage if needed, etc.) of the facilities will be at the JFTC's expense. The Concessionaire shall be responsible for the segregation of garbage in compliance with applicable regulations and for disposing them to the dedicated containers.
- h) The JFTC shall be responsible and bear the cost for cleaning of the floors, windows, walls and ceiling.
- i) The Concessionaire shall ensure that JFTC has access to the facilities:
 - a. During regular working hours to carry out scheduled maintenance to JFTC provided property.
 - b. At any time for unscheduled fire and rescue service, security inspections, etc.
 - c. Keys to the business area will be issued by the Security Guards on a daily basis, or as determined by JFTC. All keys issued to the Concessionaire personnel for JFTC facilities, equipment, and materials are to be controlled and accounted for by Concessionaire staff. Master keys will not be issued.
- j) Prior to any modification of the facilities performed by the Concessionaire, the Concessionaire must notify the Branch Head, Base Support (BSB), or his/her designee, and provide documentation describing in detail the modification 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 JFTC in the same condition as received, fair wear and tear and approved modifications excepted. The facilities shall be used for the performance of this contract only.
- k) JFTC will provide all basic equipment necessary for the operating of the Contract. Except for those items or services specifically stated to be furnished by JFTC, the Concessionaire shall furnish all items required to perform the services stipulated in this contract.
- l) The JFTC provides the following furniture and equipment:
 - a. 1 x Trolley/pallet (2500 kg)
 - b. 1 x Wall clock
 - c. 3 x cabinet "Cupio"
 - d. 1 x Chair Desk Swivel
 - e. 1 x Chair Savoy

- f. 1 x Cupboard
 - g. 1 x Desk rectangular
 - h. 1 x Chair Onda
 - i. 1 x Glass cabinet
 - j. 44 x Shop stand 6 shelves
 - k. 7 x Storage stand 4 shelves
 - l. 2 x Storage stand 4 shelves
 - m. 9 x Shop basket
- m) Additional new or equipment to be replaced and deemed necessary by the Concessionaire will be judged by JFTC for acquisition. In case the equipment is not deemed necessary by JFTC, the Concessionaire has the right to purchase, install, and remove their equipment at the Concessionaire's own expense. Property furnished by JFTC to facilitate the Concessionaire will be fixed and/or replaced at JFTC expense. All equipment provided by Concessionaire will be serviced, fixed, or replaced at Concessionaire's expense.
- n) Telephone and internet connecting points will be provided by JFTC.
- o) Connection from connecting points to the hardware and activation of telephone and internet will be initiated and paid by the Concessionaire. The Concessionaire will bear all following costs thereto.
- p) Costs for hardware and software installation for the operation of the Canteen according to the contract will be paid by the Concessionaire. Charges for further investments in hardware and software shall be borne by the Concessionaire

10. Employees

- a) The Concessionaire shall provide and pay as required, qualified personnel as needed for the proper performance of the services required under this Contract. The Concessionaire shall strictly comply with all Host Nation Labour Laws, tariffs and social security and other regulations applicable to the employment of its personnel. Regarding this, the Concessionaire will, if required, provide a copy of the employment contracts to JFTC of those personnel in their employ or those used as sub-contractors.
- b) Employees are to be trained to the highest standard to enable them to competently fulfil the tasks. They must be able to understand written and verbal English communication and English instructions from the Contracting Officer and the COTR, as appropriate to the staff grade, and must be able to understand and interact with customers and JFTC personnel. Either the manager or his alternate (if provided) must be able to read, write, speak and understand Polish language to be able to deal with Polish tax and customs authorities.
- c) An after-hours contract procedure for the Contract management staff will be provided to the Contracting Officer, the COTR, and Security personnel.
- d) Contract Manager. The Concessionaire must provide qualified and competent management service personnel to ensure the delivery of all the contracted services. They are to sustain,

monitor and improve all services, and are to manage, supervise and care for the workforce, ensuring that there are sufficient resources available to meet all contracted obligations. The manager and alternate (if provided) shall have a minimum of two (2) years' experience in business management. The name of this person and an alternate(s), who shall act for the Concessionaire when the manager is absent, shall be designated in writing to the Contracting Officer prior to the contract start date. The manager or alternate (if provided) should be available between the hours of operations, Monday through Friday.

- e) The Concessionaire must provide uniforms and nametags for their personnel that present a neat appearance and can be easily recognized by customers.
- f) Privileges and immunities extended to JFTC, 3NSB, NCIA SCUB, MP COE and NFIU personnel are an exclusive right and as such not transferable to the Concessionaire and its employees. This includes the right to access and use the facilities managed and/or operated by JFTC MWA.
- g) The JFTC reserves the right to request in writing to remove from the work 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 shall remove immediately the personnel from performing under this Contract upon notification by the Contracting Officer. Once the Contractor is notified that a particular Concessionaire staff member has been disqualified, the Concessionaire will not provide services of such personnel in any function, unless reinstatement is granted by the Contracting Officer or the COTR.

11. Use of Data and Information

- a) Privileged information. JFTC shall not share any information outside the HQ or associated units that is generally considered privileged about the Concessionaire's organization (e.g. organizational structure, key financiers, etc.) or about the Concessionaire's personnel (e.g. name, background, contact information, etc.) without the Concessionaire's prior permission. JFTC 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 JFTC organization, its personnel, coverage, or operations upon prior approval from JFTC.

12. Insurance

- a) It is understood that JFTC cannot be held responsible for accidents happening to the Concessionaire's personnel. The Concessionaire is therefore required to insure his personnel and vehicles against all accidents on JFTC premises, in conformity with European and Polish regulations.
- b) JFTC declines all responsibility concerning theft, disappearance or damage which could happen to machines, equipment or materials utilized in the execution of the present contract and stored on JFCT premises.

- c) The Concessionaire will arrange insurance to cover his liabilities and will furnish JFTC with a copy of the policy and proof of the payment of the insurance.

13. Security and Access

- a) The buildings and facilities used by the Concessionaire are subject to the general JFTC security regulations.
- b) The Concessionaire shall take all reasonable steps to ensure that all people employed by them in connection with the contract are aware of any statutory provisions relating to security that apply to them during and after completion of the contract.
- c) The Concessionaire's staff will be subject to JFTC's current code of conduct, security and safety regulations and guidelines.
- d) All employees will be appropriately and competently screened and cleared by appropriate national authorities **prior** to submission of badging and access requests to JFTC Security Office (SO). Additionally, JFTC SO or his/her designee may restrict the employment or base access of any employee, or prospective employee, who has not been properly cleared by appropriate 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.
- e) The JFTC will grant access to the relevant facilities to the Concessionaire, its Sub-Contractors, their employees, agents, suppliers or representatives as required for the performance of the contract. The Concessionaire, in order to get the access, shall comply with JFTC regulations and instructions on JFTC premises. Furthermore, the Concessionaire shall be responsible for observing the Polish regulations on JFTC.
- f) The Concessionaire must report the appointment of any new personnel in/at JFTC premises to the JFTC Contracting Officer within 8 days. The information required for permanent passes for Canteen at JFTC personnel to be issued by the HQSO are:
 - Rank / Title, Name, Surname;
 - Section (e.g., JFTC Canteen) and phone number;
 - Home address;
 - Type and number of valid national identification document;
 - One digital photo.
- g) The information required for temporary passes (e.g., for visitors, delivery personnel) issued by JFTC SU at the main gate pass office is:
 - Valid national identification document with photo.Temporary passes must be returned when leaving.
- h) The Concessionaire is fully responsible for ensuring that Concessionaire personnel have all needed vehicle passes, individual access badges and documents for appropriate access to the JFTC facility.

14. Protection Conditions

- a) All NATO provided property to the Concessionaire shall be safeguarded by the Concessionaire. The Concessionaire is responsible for any damage, which exceeds the normal wear and tear, caused by his 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) Provide protection to authority provided property to prevent damage during the period of time the property is under the control or in the possession of the Concessionaire.
- c) The Concessionaire shall 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 age, rank, gender and nationality, shall be reported to the JFTC Security Officer.

15. Occupational Health and Safety, Fire Protection.

The Concessionaire:

- a) shall be responsible for observing all regulations as instituted by European and Polish 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) shall be responsible for compliance of its employees with the fire safety regulations and hygiene-sanitary regulations in force in Poland and JFTC.
- c) shall comply with all legal requirements regarding occupational health and safety, fire protection, hygienic and sanitary conditions and pest control.
- d) shall implement the requested standards of National Labour Inspectorate, Fire Brigade and the recommendations of the internal control of JFTC.
- e) shall ensure to obtain all necessary licences. All obligations and costs associated with obtaining and maintaining any licences so required remains the sole responsibility of the Concessionaire, and such costs are not subject to reimbursement or recovery from JFTC.

16. Cure Notice

If the Concessionaire falls behind a previously agreed progress schedule, JFTC will issue a cure notice stating the specific lag and the time frame available for the Concessionaire to correct the event. The period for performance shall not be shorter than 7 days.

17. Mobilisation and Demobilisation

- a) JFTC assumes no responsibility for Concessionaire mobilisation or demobilisation except as stated in individual contract terms found in the general or special provisions.
- b) At least 120 days before the end of the contract, the Concessionaire shall provide a demobilisation plan.

- c) At the end of the contract, the Concessionaire shall remove all its belongings without undue delay. Failure to do so will entitle JFTC to remove those at the Concessionaire's risk and expense.

18. Audit

- a) JFTC is authorized to conduct an examination to be made by JFTC designated personnel of all calculations and pricing in connection with this Contract, of the correct compliance in a general sense with the financial terms and terms having financial aspects included in the agreement and of the acceptability of any deviations from such terms.
- b) For the purposes of the examination the Concessionaire shall promptly grant inspection of all books and records and shall further provide all such additional information as JFTC will deem necessary for properly carrying out its examination.
- c) When carrying out its examination the JFTC shall be authorized to call in the assistance of an external reputable accounting firm to be designated on behalf of JFTC. The examination shall be confidential and shall extend no further than will be necessary for the assessment of the matters provided for in this article.
- d) By signing the agreement the Concessionaire declares that to the best of its ability all information involving financial aspects which they have presented or will still present to the JFTC for assessment in connection with the agreement was or will be true, complete and valid on the date of its presentation to the JFTC.
- e) If JFTC has 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, the JFTC may cause an examination to be carried out in order to help JFTC determine if the Concessionaire is capable of completing its contractual obligations. This examination would be expected to include discussions with the Concessionaire management, discussions with the Concessionaire's external auditors and/or discussions with the Concessionaire's banks.

19. Code of Conduct.

The Contractor recognizes and agrees that their staff shall conduct themselves in the manner suitable for the purpose of this contract in compliance with Allied Command Transformation (ACT) and JFTC Standards of Personnel Conduct as well as other internal JFTC policy documents (Directives/SOPs). Copies of such regulations may be provided to the Concessionaire upon request.

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NORTH ATLANTIC TREATY ORGANISATION

JOINT FORCE TRAINING CENTRE
ul. Szubinska 2
85-915 Bydgoszcz 15
Poland



JFTC General Contract Terms and Conditions

Index of Clauses

1. Definitions
2. Applicable Law
3. Assignment
4. Acceptance
5. Service and Parts Availability
6. Preferred Customer
7. Notice of Shipment
8. Security
9. Inspection
10. Ownership
11. Warranty and guarantee
12. Invoices
13. Payment
14. Taxes
15. Excusable Delays
16. Indemnity
17. Disputes
18. Termination for Convenience
19. Termination for Default
20. Limitation of Liability
21. Export Control
22. Risk of Loss

NATO UNCLASSIFIED

NATO UNCLASSIFIED

23. Authorization to Perform
24. Performance
25. Travel
26. Contractor Notice Regarding Delay
27. Notice of Assistance with respect to Patent and Copy Right Infringement
28. Health and Safety and Accident Prevention
29. Insurance
30. Patent Indemnity
31. Intellectual Property
32. Rights in Technical Data and Computer Software
33. Publicity and Public relations
34. Code of Conduct
35. Software Releases and Updates
36. Other Provisions
37. Inconsistency between English version and Translation of Contract
38. Enforcement
39. Order of Precedence
40. Entire Agreement

1. DEFINITIONS

As used throughout this Contract, the following terms shall have meanings as set forth below:

- a. "JFTC" means the Joint Force Training Centre. Joint Force Training Centre (JFTC) is set up by the North Atlantic Council under Article 14 of the Protocol on the Status of International Military Headquarters (1952) and has been delegated a defined legal capacity by Headquarters, Allied Commander Transformation (HQ SACT) through its terms of Reference and the Memorandum of Agreement concluded between HQ SACT and Poland (in the following referred to as "JFTC MOA"). Remaining legal personality rests with HQ SACT. JFTC is located at Szubinska Street 2, 85-915 Bydgoszcz, Poland, and holds Statistical Identification Number REGON 093191068.
- b. The Contracting Officer means the person executing and managing this Contract on behalf of JFTC.
- c. The Contracting Officer Technical Representative (COTR) 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.
- f. Contract Effective Date (CED) is the date of last signature by the contracting parties, or a specific date set forth in the Contract.

2. APPLICABLE LAW

Except as otherwise provided in this Contract, this Contract shall be governed, interpreted and construed with the laws of the Republic of Poland.

3. ASSIGNMENT

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

- 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.

NATO UNCLASSIFIED

- 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 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 amounting to fraud, or otherwise stated in the Contract. It is the action by which JFTC 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 acceptance provisional. 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 sub-Contractors 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 favorable 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

NATO UNCLASSIFIED

notify JFTC 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.

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 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 the Contractor (if applicable).

8. SECURITY

- a. The Contractor shall comply with all security requirements prescribed by JFTC 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 is a violation of the professional confidentiality between the parties, and may constitute a criminal offence under Polish law. Violations are to be reported immediately to the other party by the party, who becomes aware of the violation, and to the appropriate authorities in order to institute investigations.

NATO UNCLASSIFIED

- d. If security violations occur, the party being exposed to the violation is entitled to immediately declare the Contract void, and to claim penalties and compensation as set out in Para 19 below.

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.
- 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 JFTC, 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, JFTC 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 JFTC on the premises of the Contractor or sub-Contractor, the Contractor without additional charge shall provide all reasonable facilities and assistance to COTR in the performance of their duties. If JFTC 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 JFTC except as otherwise provided in this Contract. In case of rejection JFTC shall not be liable for any reduction in value of samples used in connection with such inspection or test. JFTC reserves the right to charge to the Contractor any additional cost of JFTC inspection and test when supplies are not ready at the time of such inspection, when test is requested by the 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 JFTC therefore.
- e. The inspection and test by JFTC 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.

10. OWNERSHIP

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

11. WARRANTY AND GUARANTEE

- a. The Contractor is liable vis a vis JFTC for any and all faults or defects depreciating value or affecting the usability of the delivered product and depreciating or compromising the standards as defined in the Contract, or by Polish Law.
- b. The Contractor is obliged to, during a warranty period of 12 (twelve) months from the date of delivery and acceptance, to remove or repair physical defects in the product, no matter if the defect or fault occurs after the date of delivery and acceptance, provided that the condition, which causes the defect or fault, existed on the day of delivery and acceptance – but was not discovered and recorded in the protocol.
 - (1) The warranty applies to all faults or defects as described in this paragraph, and reported by JFTC in accordance as stated below, before the expiry of the warranty period.
 - (2) In case the Contractor is unable to remove or repair faults or defects occurring within the warranty period, JFTC is entitled to:
 - reduce the payment corresponding to the loss of functionality and technical value, provided that the fault or defect is only partly and does not affect the general usability of the product;
 - if the fault or defect affects the general usability of the product, set aside and declare the Contract void and subject to compensation, or request another company to do the remaining and necessary works at Contractor's expense.
 - (3) JFTC is obliged to notify the Contractor in writing, of any fault or defect no later than 7 (seven) days after JFTC has identified or discovered the fault or defect.
 - (4) The parties will jointly inspect the fault or defect, and their findings and conclusions are to be jointly recorded. The obligation to call for joint inspection rest with JFTC. JFTC will in writing give the Contractor 7 (seven) days prior notice of the time and place for a joint inspection, along with an outline of the fault(s) or defect(s), the impact on the usability of the product, and a deadline for repairing the fault or defect.
 - (5) Repairing of the defect should be reported in a protocol.
 - (6) The Contractor issues a guarantee on the product for a period of 24 months, from the date of delivery and acceptance, certifying that the product fulfils the agreed standards. Under the guarantee the Contractor is obliged to repair or put into working order any fault or defect at Contractor's own expense, no matter when JFTC – within the period of the guarantee - notifies Contractor of the fault or defect. All repair work will be granted the same guarantee of 24 months, from the date of delivery and acceptance of the repair work.
 - (7) 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

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extent as supplies initially delivered. Corrected parts will be warranted for a period of 12 months starting at the time the part is received back at the user's location.

- (8) 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.
- (9) 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.
- (10) The word "supplies" as used herein includes related services.
- (11) The rights and remedies of JFTC provided in this clause are in addition to and do not limit any rights afforded to JFTC by any other clause of the Contract.

12. INVOICES

- a. The Contractor shall submit an original invoice and three (3) copies (or electronic invoice, if authorized) 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. Standard Payment Terms are NET 30 days.
- b. 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;
 - (8) Name, title, and phone number of person to be notified in event of defective invoice.
- c. All invoices shall be certified by the signature of a duly authorized company representative.
- d. Invoices provided by Contractors registered in Poland must specify all applicable taxes and duties.
- e. Invoices for Contractor Travel shall include:
 - (1) Contractor name;
 - (2) Date of Travel;

NATO UNCLASSIFIED

- (3) Number of days;
 - (4) Destinations.
- f. All invoices shall be submitted to:
- Joint Force Training Centre
BUDFIN
ul. Szubinska 2
85-915 Bydgoszcz
POLAND
- g. Electronic Fund Transfer is the prescribed method of payment for JFTC. Contractors are requested to submit copies of banking information (Supplier Registration Form) available at www.jftc.nato.int . Such information shall be submitted to JFTC 14 days prior to any contract award.

13. PAYMENT

Payment shall be made for items accepted by JFTC that have been delivered to the delivery destinations set forth in this Contract. Payments under this Contract may be made by JFTC by electronic funds transfer payments. 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 JFTC 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 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 JFTC, whichever is later. For the purpose of computing the discount earned, payment shall be considered to have been made on the specified payment date when an electronic funds transfer payment is made.

14. TAXES

The Contract shall exclude all taxes and customs charges. Prices quoted by the Contractors registered in Poland shall include all taxes and will be subject of the reimbursement by Polish authorities.

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 JFTC in its sovereign or contractual capacity, fires, force majeure (i.e. floods, epidemics, quarantine restrictions, strikes, unusually severe

NATO UNCLASSIFIED

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 and hold JFTC, its officers, employees and agents harmless from any and all claims, liabilities, damages and losses, including such claims arising from:

- a. any personal injury or damage of any property arising out of or in any way connected with any act or omission by the Contractor in the provision of services under this Contract, unless it is caused by negligence on the part of JFTC and/or JFTC's employees;
- b. any claim by any third party that the work or materials provided hereunder infringes a right or a claim including copyright, patent, trade secret or other intellectual property and contractual right of such third party.

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 Contracting Officer, who shall reduce his decision to writing and mail or otherwise furnish a copy thereof to the Contractor. The decision of JFTC 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 JFTC a written appeal, which will be decided by JFTC Head of Budget and Finance Branch. In connection with any appeal of JFTC 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. JFTC Head of Budget and Finance Branch decision is final. Any further appeals may be received by the court of the JFTC domicile venue.

18. TERMINATION FOR CONVENIENCE

JFTC 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 sub-contractors 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 JFTC 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 19 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

NATO UNCLASSIFIED

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 JFTC 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. JFTC may, subject to the provisions of 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 does not make adequate progress such that failure endangers 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 JFTC terminates this Contract in whole or in part as provided in paragraph a, of this clause, JFTC may procure supplies or services similar to those so terminated and the Contractor shall be liable to JFTC 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 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 partly terminated as provided in paragraph a. of this clause, JFTC, in addition to any other rights provided in the clause, may require the Contractor to transfer the ownership and deliver to JFTC 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

NATO UNCLASSIFIED

"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 JFTC has an interest. Payment for completed supplies delivered to and accepted by JFTC shall be at the contract price. Payment for manufacturing materials delivered to and accepted by JFTC and for the protection and preservation of property shall be in an amount agreed upon by the Contractor and the 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". JFTC may withhold in accordance with Polish Civil law from amounts otherwise due the Contractor for such completed supplies or manufacturing materials such sum as the Officer determines to be necessary to protect JFTC against loss.

- 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 JFTC, 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 JFTC 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 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 JFTC for consequential damages resulting from any defects or deficiencies in accepted items.

21. EXPORT CONTROL

The Contractor warrants that, if applicable all necessary permits related to export control or other associated arrangements shall be valid prior to contract award. Should the Contractor require export pre-approval JFTC 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 JFTC Legal staff, subject agreement or request may be submitted to appropriate authority.

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 JFTC upon:

- a. Delivery of the supplies to a carrier, if transportation is f.o.b. origin; or
- b. Delivery of the supplies to JFTC 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, labour 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 JFTC.

24. PERFORMANCE

Candidates/Contractors who accept JFTC issued contracts, shall, at a minimum, serve in a designated capacity for no less than 180 calendar days from commencement of Contract 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, JFTC reserves the right to cancel the Contract in whole or part. Replacement candidates, if acceptable to JFTC, shall be reviewed by JFTC for compliance, and/or technical acceptance per the original Statement of Work and final acceptance by the Contracting Officer.

25. TRAVEL

- a. Travel by Contractors in support of the JFTC mission will only be performed when a member of the approved International JFTC Peacetime Establishment is unable to perform the mission.
- b. Since travel may be required during the period of performance, it will be up to the COTR to identify requirements, as well as to obtain NATO authorized travel orders for Contractor's personnel in accordance with the ACT Financial Manual, Section 24 and JFTC Directive "Travel on International Duty", including to obtain advance approval from the Contracting Officer on travel and per diem costs.
- c. Once Contractor travel has been established under a Contract and the Contractor is tasked to travel, the JFTC Contractor Travel Request form must be filled out and approved prior to any travel being conducted.

NATO UNCLASSIFIED

- d. The JFTC Travel Office will set the Transport Ceiling Cost and at that time the Contractor may elect to book their transportation with the JFTC Travel Office.
- e. Transport tickets purchased through the JFTC Travel Office will be paid by JFTC, 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 JFTC Travel Office will be reimbursed to the Contractor company.
- f. Expenses for travel and per diem will be in addition to the firm-fixed-price hourly rates for contracted services presented herein. The Contractor will be reimbursed for travel expenses based on the NATO Group III daily subsistence allowance for meals, lodging, incidental expenses and any applicable overhead and/or fees in connection with the travel. When air or train transportation is utilised as the primary mode, the ceiling price will be based on the lowest economy class non-refundable whenever such fare is available to meet the requirement. JFTC is not responsible for any costs associated with e.g. initial travel to take up duties, travels for leave or holidays, and final travel from the normal duty station to home country.
- g. Within the scope of this Contract, Contractor Personnel are not required to travel outside the NATO/PfP Area. Should travel to Areas of Operation/s (AO) be required in order to comply with the tasks stated in this Contract, a separate annex will be concluded between the Parties. If the parties fail to reach an agreement and conclude an annex within 3 weeks from a date announced by JFTC, JFTC holds the right to terminate the entire Contract.
- h. The SUPPLIER should submit an invoice for travel within ten (10) working days after completion of the travel. Such invoice must contain copies of all relevant back-up documentation in addition to JFTC signed approval of the travel.
- i. Expenses claimed more than three (3) months subsequent to the completion of the travel will not be compensated.
- j. Upon termination or expiry of this Contract the deadline for submitting travel expense claims is one (1) month from the date of Contract termination or expiry.

26. 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 JFTC of any delivery schedule or date, or of any rights or remedies provided by law or under this Contract.

27. 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 JFTC 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 JFTC, 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 JFTC except where the Contractor has agreed to indemnify JFTC.
- c. This clause shall be included in all sub-contracts.

28. 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 regulations, 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.

29. INSURANCE

The Contractor is responsible for holding any required insurances at own cost, covering the Contractor as well as the Contractor Personnel, as appropriate. In addition, the Contractor is responsible for any other types of insurances including travel insurance for travels required by JFTC. However, reimbursement for travel insurance cost for travels in high risk areas will be subject to case-by-case evaluation. NATO/PfP countries are generally not considered high-risk areas.

30. PATENT INDEMNITY

The Contractor shall indemnify JFTC 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 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 JFTC of such supplies. The foregoing indemnity shall not apply unless the Contractor shall have been informed as soon as practicable by JFTC of the suit or action alleging such infringement and shall have

NATO UNCLASSIFIED

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.

31. INTELLECTUAL PROPERTY

The Contractor's support to JFTC is principally in the form of provision of services. Materials developed by the Contractor as part of this Contract to JFTC shall however become the intellectual property of JFTC without prejudice to the residual rights of the Contractor to use the same or similar materials on future occasions in connection with work carried out for JFTC.

32. RIGHTS IN TECHNICAL DATA AND COMPUTER SOFTWARE

- a. JFTC shall have unlimited rights in:
 - (1) 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.
 - (2) 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 the Contractor and the rights transferred to JFTC.

33. PUBLICITY AND PUBLIC RELATIONS

The Contractor and/or the Contractor Personnel shall not make any press release or refer to this Contract in promotion materials, including but not limited to photographs and films or public statements concerning this Contract, without the prior written approval of JFTC.

34. CODE OF CONDUCT

The Contractor recognizes and agrees that he/she shall conduct him-/ herself in a manner suitable for the purpose of this Contract and in accordance with Allied Command Transformation (ACT) Standard of Personnel Conduct and JFTC internal regulations.

35. 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 JFTC 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.

36. OTHER PROVISIONS

- a. The Contractor and the Contractor Personnel are not eligible for the tax and duty exemptions referred to in JFTC MOA.
- b. The Contractor and the Contractor Personnel (non-Polish), are not authorized to engage in any other employment in Poland.
- c. Passports, Visas and Customs:
 - (1) The Contractor is responsible for:
 - obtaining all passports, visas, and other documents necessary for Contractor Personnel to enter, exit and work in Poland and to conduct agreed duty travels to other NATO countries and to PFP countries, and
 - the customs, immigration, or similar liabilities of its Contractor Personnel, insofar as this is not provided under status agreements between the Host Country and JFTC.
 - (2) Contractor Personnel are responsible for arranging for their passports and relevant visas and for having them in their immediate possession when travelling to and from the AO.
 - (3) Contractor Personnel (non-Polish) are not required to obtain a work permit to perform the works agreed under this Contract, i.a.w. JFTC MOA, Section 5.10.
- d. The Contractor Personnel are responsible for finding suitable accommodation and comply with Host Country requirements for personal registration, vehicle registration etc. JFTC In-processing may provide assistance in this regard, but cannot be held liable or accountable in any manner for the assistance so provided.

NATO UNCLASSIFIED

e. Medical

- (1) The Contractor is responsible for providing adequate medical insurance to meet the requirements in Host Country legislation and need of the Contractor Personnel while performing at the normal duty station as well as on travels. JFTC will at no point be held responsible for any costs associated with medical or dental assistance provided to or requested by the Contractor Personnel.
- (2) Contractor Personnel will be admitted, at no charge, to consult JFTC Medical Advisor on the same terms as JFTC Staff, in case of emergencies or need for basic medical assistance.

f. Driver's License and Vehicle Operation

- (1) A driver's license held by Contractor Personnel is accepted by Poland as valid i.a.w. JFC MOA, Section 5.10.
- (2) Contractor Personnel are generally not permitted to operate JFTC official vehicles.

g. If approved under the authority of the Commander or by an authority so responsible, the Contractor Personnel shall have access to morale, welfare, and recreation services commensurate with those provided to other Contractor Personnel.

h. The JFTC will issue a letter explaining their function and position at JFTC to be used as a proof for their performance of work for NATO and solicitation for recognition under JFTC MOA.

37. 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.

38. 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.

39. 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 JFTC documents,

exhibits and attachments; (6) addenda to this solicitation or Contract, including any license agreements for computer software, or other contract agreements.

40. 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. JFTC 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 the Contractor in any correspondence or any document unless JFTC specifically agrees to such provision in a written instrument signed by an authorized representative of JFTC.

IFIB-ACT-JFTC 17-38
PART III
STATEMENT OF WORK

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

Annex 1 - Ration Card Limits or Rationed Duty Free Goods

Annex 2 – JFTC Canteen Facilities

1. General

- a) The NATO Joint Force Training Centre (hereafter referred to as the JFTC) offers the right to operate a **Duty-Free Retail and Rationed-Item business** as a Morale & Welfare Activity (MWA) Concessionaire.
- b) The business facilities should meet the needs of eligible JFTC personnel (including eligible supported units tied to the JFTC via Memorandums of Agreement or other means), their families, and authorized NATO visitors to provide supplies and services of good quality and in a pleasant environment, at prices lower than are available on the regularly serviced, taxed-economy.
- c) The total number of staff assigned to or working for NATO community in Bydgoszcz is approximately 470. The number of eligible customers from satellite units, visitors, and family members varies, but typically exceeds the number of personnel physically present on NATO premises in Bydgoszcz. The number of entitled personnel **increased in 2017 from 150 to approximately 600**. As an average the number of visitors during a calendar year that are entitled for temporary ration cards is around 4000. Typical work hours for staff are from 07:30 hours to 15:30 hours from Monday to Friday. JFTC makes no guarantee of the number of customers per day. JFTC will inform the Concessionaire of any known changes (increases or decreases) to the expected number of assigned members to NATO entities located in Bydgoszcz.

2. Period of Performance

- a) The contract awarded through this IFIB shall be effective from 01 January 2018 till 31 December 2018.
- 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 2022).
- c) Execution of the contract option period is dependent upon certification of satisfactory performance, during the previous year.
- d) Should JFTC choose to not execute an extension, the Contracting Officer will notify the Concessionaire, in writing, within six (6) months of the contract end-date currently in force.
- e) The Contracting Officer will provide notice of extension in writing no later than 30 days before the expiration date of the contract or subsequent extensions (as applicable).
- f) Should the Concessionaire terminate service prior to the end of the contract, they will be liable for reimbursements due to JFTC for six (6) months, or until the end of the current contract in force, whichever is less.
- g) There are no automatic contract extensions.

3. General Requirements

a) Facilities

- a. Main Facility of operation is within the JFTC premises located in Bydgoszcz 85-915 (Poland), Szubinska 2 Street, in Building 2, rooms P-17, P18, P-19, P-20, P-21 and P-22. Total capacity of the Canteen selling area is 104.4 m². The capacity of the Canteen's storage, service, communication and administrative area is 42.14 m².
- b. The second facility will consist of a storage room located next to the Building 2. The capacity of this storage room is 28.5 m².
- c. The third facility will consist of an online, internet web portal for all authorised personnel, including those personnel to which a physical location is inconvenient or impractical to reach for exercise of their tax-free entitlements. This web portal will ensure verification of customer's eligibility to shop under this SOW, and provide eligible personnel 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 JFTC premises.
- d. The Concessionaire shall not be allowed to display any advertisements, notices or other literature or pictures not related directly to his business as the JFTC Canteen Concessionaire, in the rooms made available to him, or to cause such materials to be displayed, unless authorised to do so by JFTC. The Concessionaire must allow the use of these rooms by JFTC, or with JFTC permission, for JFTC posters or notices.

b) Authorised Customers

The Concessionaire shall provide its services to all Members of an Allied Headquarters, as defined in the Supplementary Agreement (see Special Terms and Conditions, page 5 for reference), including military and civilian personnel which are temporarily assigned to one of the unit with whom JFTC has instituted a support arrangement. The Concessionaire shall require that all its customers present either an appropriate NATO ID card (AMIS or entity-specific NATO ID) or a copy of NATO orders requiring their presence in Poland. These documents shall serve as proof of entitlement for tax-exempt shopping privileges.

c) Services

a. Essential Services

- Independently manage and operate a duty-free retail business on the JFTC premises within Building 2, rooms P-17, P18, P-19, P-20, P-21, P-22 and a storage room located next to the building 2.
- Independently manage and operate an online, internet web portal with access available to all entitled personnel.
- Provide, install and maintain the necessary equipment for the use of its facilities (cashier machine, cash checkout counter, bank card reader, computer, printer, etc.)

- Provide high-quality goods and services that are deemed by the JFTC to be essential to the health, morale and welfare of entitled personnel. These goods and services will be offered at a cost less than that available on the regularly-serviced, taxed market.
- Guarantee that the goods and services provided and the merchandise sold are of quality considered satisfactory by the COTR.

b. Essential Requirements

- The concessionaire shall offer a wide variety of products included, but not limited to, the following merchandise categories (the "List of Products"):

	CATEGORY OF PRODUCT STATED IN Part I - Annex D	LIST OF PRODUCTS
RATIONED ITEMS	Tobacco	Cigarettes, tobacco, and cigars
	Alcohol	Spirits
NON-RATIONED ITEMS	Non-rationed alcohol	Beer, wine
	Perfume, Cosmetics, Personal Hygiene	Perfumery articles, as well as cosmetic articles and articles for personal hygiene
	Electronics, Jewellery, Miscellaneous	Gifts and souvenirs
		Clothing, including casual clothing
		Footwear
		Leather products and accessories
		Watches
		Electronic equipment (including computer, audio/visual, domestic appliances and accessories);
		Toys
		Sporting articles and related products
Bicycle accessories		

		Car care items and related accessories
		Catalogue sales (to include but not limited to furniture, electronics and car care items)
		Housewares
	Non-alcoholic beverage (and grocery items)	Coffee, tea, and related products
		Confectionery and chocolate specialties
		Soft-drinks

c. Other requirements.

- Concessionaire undertakes to comply strictly with Host Nation laws and European Union warranty directives and to take action under warranty immediately upon customer request.
- Concessionaire will allow JFTC MWA and other JFTC official parties, as approved by the JFTC to purchase goods and services on commission, for use in support of official JFTC activities and MWA-sponsored events.
- Concessionaire will ensure, with consultation of the COTR that the range of goods reflects the needs of the HQ's international population.
- Concessionaire will provide shopping bags and pack purchased goods.

d) Opening Hours

- a. The Canteen shall be open from Monday to Friday, from 08.00 hours until 16.00 hours. The Concessionaire is not bound to propose these specific operating hours, but hours of operation will be considered in judging the technical proposal.
- b. The Concessionaire is not required to open the facility on the JFTC official holidays observed and official non-duty days defined.

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

- a) The concession to operate the JFTC 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) This contract is exempt of VAT according to Articles 143 and 151 from the EC Council Directive 2006/112/EC, 28 November 2006. The JFTC by virtue of its status is exempt from all direct taxes and all customs duties or merchandise imported or exported. The Concessionaire shall certify that the prices stipulated under this contract and those charged to the customers of the facilities do not include amounts to cover such direct taxes or custom duties and are lower than what is available in a non-VAT-exempt market.

- c) The Concessionaire is to actively pursue opportunities where there is a potential for increasing turnover/profitability. The Concessionaire is responsible for all marketing activities.
- d) The Concessionaire is to be prepared to take responsibility for their supplies arrangement. The Concessionaire shall follow guidelines of the applicable Polish regulations and guidelines for Material Storage and Use.
- e) The payment collection system shall be simple and easy for the consumer to use, and shall minimise queuing times. Payment will be accepted by cash, credit card, debit card or other commonly used payment method for all customers. Clear and accurate copies of billing information and/or receipts shall be provided to each customer.
- f) The pricing is selected such that all costs are included in the price of the product sold at the cashier. The selling price of all items and services shall be determined by the Concessionaire and shall in any event be lower than the current prices in effect in the competitors' stores in the region by at least the amount of all the taxes which the said competitors have to pay but which do not apply to JFTC. Prices in PLN will be clearly exposed to the customers.
- g) The Concessionaire shall submit financial reports monthly to the MWAC Treasurer. JFTC shall have access to all financial records/plans and reports upon request. The Concessionaire shall provide all reports required by JFTC to assist with the management and audit of the contract.
- h) Concessionaire will grant Concessionaire Fee to JFTC Morale & Welfare Activities Council as proposed in the bidding, of its monthly turnover from the Concessionaire's sales from the operation of the JFTC Canteen. The fee payments provided above will become due monthly on the 25th day of the following month and paid to the JFTC MWAC bank account. The beneficiaries bank account data are as follows:

BENEFICIARY NAME: Joint Force Training Centre Morale and Welfare Activities Council

BENEFICIARY ADDRESS: 2 Szubinska Street, 85-915 Bydgoszcz, Poland

BANK NAME: *(to be provided after contract award)*

BANK ADDRESS: *(to be provided after contract award)*

IBAN: *(to be provided after contract award)*

PAYMENT CURRENCY: PLN

5. Quality Assurance and Control

- a) The Concessionaire is required to implement a Quality Assurance plan that shall 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, or duly appointed COTR, in order to manage the Quality Assurance system and provide the JFTC with information they require. The Contracting Officer will evaluate the Concessionaire's performance under this contract.

- b) Performance Evaluation Meetings. The Account Manager will be required to meet periodically with the Contracting Officer and/or the COTR. Additional meetings will be held as determined by the Contracting Officer.
- c) Review. The services to be performed by the Concessionaire shall be subject to review by the Contracting Officer authorized representative(s) at all times.
- d) The Concessionaire shall provide all reports required 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 the JFTC to discuss potential changes to services/procedures.
- e) Quality Control Program. The Concessionaire shall be responsible for ensuring the quality and accuracy of its services. The Contractor agrees to incorporate appropriate management practices for quality assurance of all services and documentation. The Concessionaire shall support the JFTC's inspection and acceptance procedures necessary to ensure that all services delivered in accordance with the contract.

ANNEX 1 - RATION CARD LIMITS FOR RATIONED TAX FREE GOODS

JFTC weekly Cigarettes and Liquor Rations (weekly ration apply to Temporary Assigned Personnel)

RATION SCALE PER WEEK¹

Category of Rationed Item	Quantitative Limits
Cigarettes, or	200
Cigars, or	50
Cigarillos, or	100
Grams of tobacco	250 gr
Alcohol with an alcohol content of over 28%	2 litres

JFTC Monthly Cigarettes and Liquor rations

RATION SCALE PER MONTH²

Category of Rationed Item	Quantitative Limits
Cigarettes, or	800
Cigars, or	200
Cigarillos, or	400
Grams of tobacco	1000 gr
Alcohol with an alcohol content of over 28%	8 litres

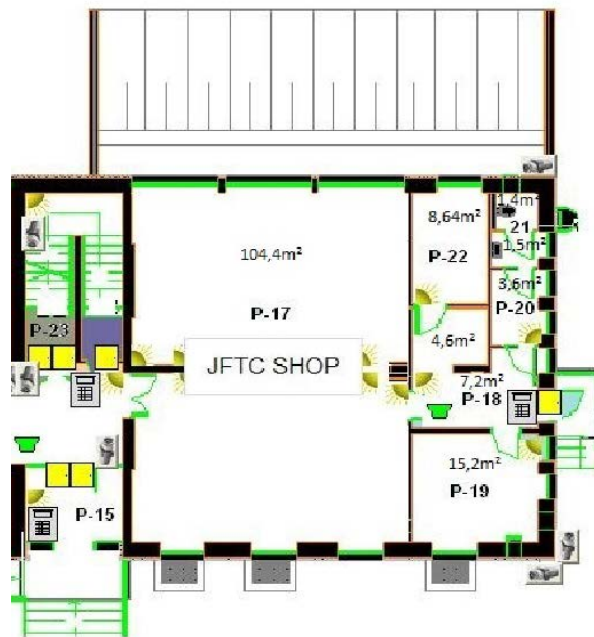
Should there be any change to the above listed Ration Scale or related authorities for rationed-item eligibility, the Contracting Officer or the COTR will provide these details to the Concessionaire. Effective dates for any changes will be specifically listed in the written notification to the Concessionaire.

¹ Illustrative, to be confirmed after the implementing regulations are in place.

² Illustrative, to be confirmed after the implementing regulations are in place.

ANNEX 2 – JFTC CANTEEN FACILITIES

1. Main Facility in building 2



2. Storage room (located next to building 2)

