

IFIB-ACT-JFTC 22-26

INVITATION FOR INTERNATIONAL BIDDING

FOR

OPERATION OF DUTY FREE AND RATIONED-ITEMS CANTEEN

22 MARCH 2022

**IFIB-ACT-JFTC 22-26, Description of Acquisition
Bidding Instructions**

**PART I - 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. Terms and Conditions of the Bid
18. Award
19. Communication
20. 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
- B-9 DECLARATION ON EXCLUSION CRITERIA

ANNEX C – PAST PERFORMANCE QUESTIONNAIRE

ANNEX D – MARK-UP PROPOSAL

ANNEX E – CONCESSIONAIRE FEE PROPOSAL

PART II – GENERAL AND SPECIAL CONTRACT TERMS AND PROVISIONS

SECTION A – JFTC General Contract Terms and Conditions

SECTION B – JFTC Special Terms and Conditions

PART III –TECHNICAL INFORMATION

Statement of Work

**IFIB-ACT-JFTC 22-26, 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 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 "Morale and Welfare Activities" (hereinafter referred to as MWA) refers to the Morale and Welfare programme operated in JFTC.
- f) The term "Statement of Work" (hereinafter referred to as SOW) refers to the technical requirements defined by JFTC.
- g) The term "ACT" shall refer to the Allied Commander Transformation located in Norfolk, USA.
- h) The other definitions are explained in Paragraph 1 of Part II Section A of this IFIB.

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,
- 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.

IFIB-ACT-JFTC 22-26, Description of Acquisition Bidding Instructions

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 2016, 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 removed and deleted from the mailbox.

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 05 April 2022, at 09.30 hrs CET.
- b) Participation in the Site Survey has to be requested upon a 48 hours notice at the assigned Points of Contact, who will give further instructions to participants (joining instructions, address and meeting location):
 - 1) Mr. Ryszard Piasecki, tel.: +48 261 411 439, email: ryszard.piasecki@jftc.nato.int or
 - 2) Mr. Tomasz Kopytowski, tel.: +48 261 411 423, email: tomasz.kopytowski@jftc.nato.int or

IFIB-ACT-JFTC 22-26, Description of Acquisition Bidding Instructions

- 3) Mr. Lukasz Frackowiak, tel.: +48 261 411 464, email lukasz.frackowiak@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 Prospective 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). All such amendments shall be incorporated into this IFIB and published on the JFTC website as part of this solicitation. Published answers issued by the Contracting Officer shall be regarded as the authoritative interpretation of the IFIB. Oral interpretations shall not be binding unless confirmed in writing by the Contracting Officer.
- 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 05 May 2022, 13:00 hours, CET**. Bidders have to ensure that the electronic proposal has sufficient time to make its way through any filters or email traffic. 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 nine (9) 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 above for acceptance by the Contract Award Committee (CAC) may be determined to be non-compliant.

IFIB-ACT-JFTC 22-26, Description of Acquisition Bidding Instructions

- 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 the following:

a) Administrative Proposal – Volume A:

- (1) The "Bid Administration" package or Volume A shall contain the following signed 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 Administrative Proposal shall contain also 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).

b) Technical Proposal – Volume 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**

IFIB-ACT-JFTC 22-26, Description of Acquisition Bidding Instructions

or previous customers directly via email to the Contracting Officer before the bid closing date.

- (2) The Bidder shall provide a description of the corporate structure or an organisational chart. The Bidder shall provide also 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 and brands 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, etc.) 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) Financial Proposal – Volume C:

- (1) Bidders shall exclude from the calculation of their prices all taxes, duties and customs charges from which the JFTC is exempted. For details please see Part III, Point 5 of this IFIB.
- (2) The Financial Proposal shall be submitted on the attached Forms (Annex D and E).

12. Proposal Submission

- a) The proposal shall be made in English language. Any documents supporting the bid that are not translated into English language shall not be considered eligible and may result the bid to be administratively not complaint. Self-translation of non-English language documents into English language will be accepted.
- b) It is strictly required that bids are presented in the correct format and include all documents necessary to enable the CAC to assess them. Failure to respect these requirements will constitute a formal error and may result in the rejection of the tender.
- c) Bids must be submitted electronically as three separate e-mails sent to JFTC Contracting Officer (ryszard.piasecki@jftc.nato.int):
 - **Email 1 of 3 – containing one single PDF Administrative Proposal – Volume A**
 - **Email 2 of 3 – containing one single PDF Technical Proposal – Volume B**
 - **Email 3 of 3 – containing one single PDF Financial Proposal – Volume C**No hard copy proposals are required or will be accepted.
- d) The email title shall clearly cite the IFIB solicitation reference number and identify if it is Technical/Administrative or Pricing.

IFIB-ACT-JFTC 22-26, Description of Acquisition Bidding Instructions

- e) The Administrative, Technical and Financial Proposals shall be sent as separate PDF files compressed to minimize the file size. There shall be one file per Volume with all documents/enclosures combined. Multiple files that must be pieced together to form the either administrative, technical or financial proposals will be rejected.
- f) Partial bidding is not permitted.
- g) 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.
- h) No oral bids or oral modifications or telephonic bids shall be considered.
- i) 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. None of the late bids shall be accepted.
- b) The date and time of delivery of the last e-mail with proposal submitted by the Bidder to the mailbox provided above in point 12.c) shall be taken into account for establishing delivery time.
- c) A delay caused by any filters, email traffic, etc. does not constitute a delay by the NATO or government channels.

14. Bid Withdrawal

A bidder may withdraw their bid up to the date and time specified for bid closing. Such withdrawal must be completed in writing, with attention to the JFTC Contracting Officer.

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 financial proposals received from the bidders in response to this IFIB. In order to identify the Bidder offering the best quality/financial ratio, the following formula will be used to calculate overall scores for the competing offers:

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

with the following weighting:

Technical criteria	Financial criteria
50	50

IFIB-ACT-JFTC 22-26, Description of Acquisition Bidding Instructions

b) Administrative and technical compliance:

Prior to the commencement of the Financial 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 administrative, technical and financial proposal, and it comes in three separate emails as stated in Point 12.c).
- (3) The bidder has submitted copies of originally signed Certificates requested (Volume 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 and brands 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:

$$Points = \frac{PPI}{PPmax} * 10$$

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, the total score of the two templates (Annex C) will be used. The marks put in Points 1, 2, 3, 4, 6, 7, 10, 11, 13, 14 of Evaluation Factor Rating and the global score at Point 15 will be used to determine the PPI.

- (2) **15 points** awarded for the Bid which offers the best variety of assortment.
- (3) **15 points** awarded for the Bidder who proposes the best initiatives to be implemented.
- (4) **10 points** awarded for the Bid which offers the best Web Portal Proposal (well-built, user-friendly, visually appealing web site).

IFIB-ACT-JFTC 22-26, Description of Acquisition Bidding Instructions

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) Financial Proposal evaluation (up to 50 points)

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

- (1) **30 points** awarded for the best Mark-Up proposal (Annex D). Best equals to lowest mark-up percentage proposed.
- (2) **20 points** awarded for the best Concessionaire Fee proposal (Annex E). Best equals to highest concessionaire fee percentage proposed.

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

	A	B	C	D
	MARK-UP PROPOSAL (for rationed items and non-rationed alcohol with an alcohol content below 28%)	MARK-UP PROPOSAL (for other non-rationed items)	FEE PROPOSAL (for rationed items and non-rationed alcohol with an alcohol content below 28%)	FEE PROPOSAL (for other non-rationed items)
Best Proposal	20 points	10 points	14 points	6 points
Second Best Proposal	17 points	8 points	10 points	5 points
Third Best Proposal	14 points	6 points	7 points	3 points
Fourth and the following	10 points	5 points	3 points	2 points

IFIB-ACT-JFTC 22-26, 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 financial proposal 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. Terms and Conditions of the Bid

All the terms and conditions of a bid are deemed to be accepted by the Bidder and incorporated into the Bidder's proposal submission. It is the JFTC's intention that the General and Special Terms and Conditions stated in this bid and the successful Bidder's response to this bid will form the contract between the JFTC and the successful Bidder.

18. 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) Contract Award date is anticipated in May/June 2022.
- d) The JFTC reserves the right to withdraw the award of the contract to a successful Bidder within 21 days of the award if in the opinion of the JFTC the successful Bidder is unable or unwilling to enter into a form of contract satisfactory to the JFTC. The JFTC shall be entitled to do so without any liability being incurred by the JFTC to the Bidder.
- e) Contracting Officer will notify all unsuccessful bidders after the CAC has made a contract award.

19. Communications

All communication related to this IFIB, between a potential 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.

20. Point of Contact

Ryszard PIASECKI, JFTC Contracting Officer

Email: ryszard.piasecki@jftc.nato.int

All correspondence shall be forwarded to:

Joint Force Training Centre
BUDFIN – Contracting Office
IFIB-ACT-JFTC 22-26
ul. Szubinska 2
85-915 Bydgoszcz (Poland)

**IFIB-ACT-JFTC 22-26, 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, brands and initiatives planned to be implemented
- ☐ Description of the use of the Web Portal

3. Mark-Up and fee proposals

- ☐ Mark-Up proposal (Part I - ANNEX D)
- ☐ Fee proposal (Part I - ANNEX E)

**IFIB-ACT-JFTC 22-26, Description of Acquisition
Bidding Instructions**

ANNEX B-1 CERTIFICATE OF LEGAL NAME OF BIDDER

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

FULL NAME OF BIDDER		
DIVISION (IF APPLICABLE)		
SUB DIVISION (IF APPLICABLE)		
OFFICIAL MAILING ADDRESS		
E-MAIL ADDRESS		
POINT OF CONTACT AUTHORISED TO REPRESENT THE BIDDER AND ACT ON BEHALF OF THE BIDDER	NAME	
	POSITION	
	TELEPHONE AND EMAIL	
ADDITIONAL POINT OF CONTACT	NAME	
	POSITION	
	TELEPHONE AND EMAIL	
DATE		
SIGNATURE OF AUTHORISED REPRESENTATIVE	NAME AND TITLE	COMPANY

**IFIB-ACT-JFTC 22-26, 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 AUTHORISED REPRESENTATIVE	NAME AND TITLE	COMPANY

**IFIB-ACT-JFTC 22-26, Description of Acquisition
Bidding Instructions**

ANNEX B-3 CERTIFICATE OF BID VALIDITY

I, the undersigned, as an authorised representative of the firm submitting this Bid, do hereby certify that the pricing and all other aspects of our original offer as modified by our revised proposal will remain valid for nine (9) months from the bid closing date.

DATE		
SIGNATURE OF AUTHORISED REPRESENTATIVE	NAME AND TITLE	COMPANY

[illegible]

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:

[illegible]¹ Delete or strike through as appropriate

**IFIB-ACT-JFTC 22-26, 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 AUTHORISED REPRESENTATIVE	NAME AND TITLE	COMPANY

[illegible]

ANNEX B-8 CERTIFICATE OF ABSENCE OF CLAIM OR LITIGATION

DATE		
SIGNATURE OF AUTHORISED REPRESENTATIVE	NAME AND TITLE	COMPANY

**IFIB-ACT-JFTC 22-26, 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) they have not fulfilled obligations relating to the payment of social security contributions or the payment of taxes in accordance with the legal provisions of the country in which they are established or those of the country where the contract is to be performed;
- e) they have been the subject of a judgement which has the force of *res judicata* for fraud, corruption, involvement in a criminal organisation or any other illegal activity;
- f) following another procurement procedure or grant award procedure financed by the NATO budget, they have been declared to be in serious breach of contract for failure to comply with their contractual obligations.

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 AUTHORISED REPRESENTATIVE	NAME AND TITLE	COMPANY

**IFIB-ACT-JFTC 22-26, 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 or current customer(s) to complete the "Past Performance Questionnaire". Once completed, this can be directly emailed as signed PDF form to all three JFTC recipients: ryszard.piasecki@jftc.nato.int , tomasz.kopytowski@jftc.nato.int , lukasz.frackowiak@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, 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, 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 22-26, Description of Acquisition
Bidding Instructions**

PAST PERFORMANCE QUESTIONNAIRE

Bidders shall ask their current or previous customer(s) to complete the "Past Performance Questionnaire". Once completed, this can be directly emailed as signed PDF form to all three JFTC recipients: rysard.piasecki@jftc.nato.int , tomasz.kopytowski@jftc.nato.int , lukasz.frackowiak@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 the following pages)</i>	Comments <i>(please attach additional sheets, if necessary)</i>
1. Quality of work, supplies, Services		
2. Experience/Expertise		
3. Personnel		
4. Ability to oversee and administrate the Contract		

**IFIB-ACT-JFTC 22-26, Description of Acquisition
Bidding Instructions**

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 22-26, 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 "X"*

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

Name & Date

Title

Signature

**IFIB-ACT-JFTC 22-26, 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."

Ratings and related score	Quality of Work/Supplies /Personnel/Service	Cost Control	Timeliness of Performance	Business Relations/Subcontractor Mgm
	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).

**IFIB-ACT-JFTC 22-26, Description of Acquisition
Bidding Instructions**

ANNEX D – MARK-UP PROPOSAL

Mr/Mrs _____ on behalf of the firm
_____ proposes the following
MARK-UP PROPOSAL calculated in accordance with provisions of IFIB-ACT-JFTC 22-26, Part
III, Point 5.

MARK-UP PROPOSAL (for rationed items and non-rationed alcohol with an alcohol content below 28%)
.....%

MARK-UP PROPOSAL (for other non-rationed items)
.....%

DATE		
SIGNATURE OF AUTHORISED REPRESENTATIVE	NAME AND TITLE	COMPANY

**IFIB-ACT-JFTC 22-26, 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 (for rationed items and non-rationed alcohol with an alcohol content below 28%)
8,0%%

Minimum Profit Sharing Agreement	Proposed Profit Sharing (for other non-rationed items)
5,0%%

DATE		
SIGNATURE OF AUTHORISED REPRESENTATIVE	NAME AND TITLE	COMPANY

**IFIB-ACT-JFTC 22-26, Description of Acquisition
Bidding Instructions**

PART II – GENERAL AND SPECIAL CONTRACT TERMS AND PROVISIONS

SECTION A - JFTC General Contract Terms and Conditions

SECTION B - JFTC Special Terms and Conditions

**IFIB-ACT-JFTC 22-26, Description of Acquisition
Bidding Instructions**

SECTION A - JFTC General Contract Terms and Conditions

Index of Clauses

1.	Definitions _____	32
2.	Applicable law _____	32
3.	Assignment _____	32
4.	Acceptance _____	33
5.	Service and Parts Availability _____	33
6.	Preferred Customer _____	33
7.	Notice of Shipment _____	34
8.	Security _____	34
9.	Inspection _____	35
10.	Ownership _____	35
11.	Warranty and guarantee _____	36
12.	Invoices _____	37
13.	Payment _____	38
14.	Taxes _____	38
15.	Excusable Delays _____	38
16.	Indemnity _____	39
17.	Disputes _____	39
18.	Termination for Convenience _____	39
19.	Termination for Default _____	40
20.	Limitation of Liability _____	41
21.	Export Control _____	41
22.	Risk of Loss _____	41
23.	Authorization to Perform _____	42
24.	Performance _____	42
25.	Travel _____	42
26.	Contractor Notice Regarding Delay _____	43
27.	Notice and Assistance regarding Patent and Copyright Infringement _____	43
28.	Health, Safety and Accident Prevention _____	44

**IFIB-ACT-JFTC 22-26, Description of Acquisition
Bidding Instructions**

29. Insurance _____	44
30. Patent Indemnity _____	44
31. Intellectual property _____	45
32. Rights in Technical Data and Computer Software _____	45
33. Publicity, Public relations, AND BRANDING _____	45
34. Code of conduct _____	45
35. Software Releases and Updates _____	46
36. Prohibition of Sexual Exploitation and Abuse, and Sexual Harassment _____	46
37. Organisational Conflicts of Interest (OCI) _____	47
38. Other Provisions _____	48
39. Inconsistency between English Version and Translation of Contract _____	50
40. Enforcement _____	50
41. Order of Precedence _____	50
42. Entire Agreement _____	50

IFIB-ACT-JFTC 22-26, Description of Acquisition Bidding Instructions

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 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 (in the following referred to as "SA"). 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.

IFIB-ACT-JFTC 22-26, Description of Acquisition Bidding Instructions

- 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 favourable as those extended to any Government, Agency, Company, Organization or individual purchasing like quantities covered by the Contract under similar conditions. In the event that prior to complete delivery under this Contract the Contractor offers any of such items in substantially similar quantities to any customer at prices lower than those set forth herein,

IFIB-ACT-JFTC 22-26, Description of Acquisition Bidding Instructions

the Contractor shall so 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.

**IFIB-ACT-JFTC 22-26, Description of Acquisition
Bidding Instructions**

- 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.

**IFIB-ACT-JFTC 22-26, Description of Acquisition
Bidding Instructions**

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 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.

**IFIB-ACT-JFTC 22-26, Description of Acquisition
Bidding Instructions**

- (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:
 - Contractor name;*
 - Date of Travel;*
 - Number of days;*
 - Destinations.*
- f. All invoices shall be submitted to:
 - Joint Force Training Centre*
 - BUDFIN*
 - ul. Szubinska 2*

IFIB-ACT-JFTC 22-26, Description of Acquisition Bidding Instructions

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 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.

**IFIB-ACT-JFTC 22-26, Description of Acquisition
Bidding Instructions**

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 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.

**IFIB-ACT-JFTC 22-26, Description of Acquisition
Bidding Instructions**

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 "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

IFIB-ACT-JFTC 22-26, Description of Acquisition Bidding Instructions

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

IFIB-ACT-JFTC 22-26, Description of Acquisition Bidding Instructions

- 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.
- 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

IFIB-ACT-JFTC 22-26, Description of Acquisition Bidding Instructions

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

IFIB-ACT-JFTC 22-26, Description of Acquisition Bidding Instructions

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 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;

IFIB-ACT-JFTC 22-26, Description of Acquisition Bidding Instructions

- 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, PUBLIC RELATIONS, AND BRANDING

- a. Unless authorised in writing by the Contracting Officer, the Contractor shall not advertise or otherwise make public, including but not limited to photographs and films or public statements concerning this Contract, the fact that it is a contractor to HQ SACT [JALLC, JFTC, JWC], or use the name, emblem, logo, official seal or any abbreviation of the HQ SACT [JALLC, JFTC, JWC]. This obligation shall survive the completion, expiration, cancellation or termination of the Contract.
- b. The Contractor shall ensure that all deliverables in support of the contract are consistent with NATO Approved Branding.

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.

**IFIB-ACT-JFTC 22-26, Description of Acquisition
Bidding Instructions**

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. PROHIBITION OF SEXUAL EXPLOITATION AND ABUSE, AND SEXUAL HARASSMENT

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

IFIB-ACT-JFTC 22-26, Description of Acquisition Bidding Instructions

expected or be perceived to intimidate, cause offense or humiliation to another, when such conduct interferes with work or is made a condition of employment. SH is particularly egregious when it is linked with direct or implied threats or promises about career prospects (“quid pro quo” harassment).

- (3) SH may occur between persons of any gender who can be either the target or the perpetrators of SH.
- d. Contractor and Contractor’s Employees will also not engage in any conduct that would constitute workplace discrimination (i.e. gender, race or ethnic origin, religion or belief, disability, age or sexual orientation, etc.) and others counter to HQ SACT and NATO’s code of conduct policies.
- e. In the performance of the Contract, should sufficient information of conduct described above against the Contractor or Contractor’s Employees be brought to HQ SACT [JALLC, JFTC, JWC]’s attention, HQ SACT [JALLC, JFTC, JWC] shall commence a review into the Contractor’s or Contractor’s Employees’ conduct in this regard in accordance with HQ SACT [JALLC, JFTC, JWC] regulations, rules, policies and procedures.
- f. The Contractor acknowledges and agrees that any breach of any of the provisions set forth in this Clause, shall constitute a breach of an essential term of the Contract, and, in addition to any other legal rights or remedies available to any person, may give rise to grounds for suspension or termination of the Contract. In addition, nothing herein shall limit the right of HQ SACT [JALLC, JFTC, JWC] to refer any alleged breach of the foregoing standards of conduct or any other terms of the Contract to the relevant national authorities for appropriate legal action.

37. ORGANISATIONAL CONFLICTS OF INTEREST (OCI)

- a. Organisational conflicts of interest may occur when factors create an actual or potential conflict of interest on an instant contract, or when the nature of the work performed on the instant contract creates an actual or potential conflict of interest on a future acquisition. In the latter case, some restrictions on future activities of the contractor may result.
- b. Contractors must implement a programme to monitor, detect, and mitigate/remediate organisational conflicts of interest. While Contracting Officers retain authority to approve mitigation or remediation measures once OCI are identified, the primary burden of detecting, identifying and disclosing OCI to the Contracting Officer and proposing suitable mitigation or remediation measures falls on the contractor.
- c. The two underlying principles regarding OCI are:
 - (1) Preventing the existence of conflicting roles that might bias a contractor’s judgment; and
 - (2) Preventing unfair competitive advantage. An unfair competitive advantage exists where a contractor competing for award of any contract possesses:

IFIB-ACT-JFTC 22-26, Description of Acquisition Bidding Instructions

- Proprietary information that was obtained from a NATO official, staff member, or NATO contractor without proper authorisation; or
 - Information that is relevant to the contract but is not available to all competitors, where such information would assist that contractor in obtaining the contract.
- d. Contracting Officers and potential bidders shall analyse planned acquisitions in order to:
- (1) Identify and evaluate potential OCI as early in the acquisition process as possible; and
 - (2) Avoid, neutralise, or mitigate significant potential conflicts before contract award, where possible, or post award when the OCI is not revealed prior to award.
- e. The Contracting Officer shall award the contract to the apparent successful bidder unless a conflict of interest is determined to exist that cannot be avoided or mitigated. Before determining to withhold award based on conflict of interest considerations, the Contracting Officer shall notify the Contractor, provide the reasons therefor, and allow the Contractor a reasonable opportunity to respond. If the Contracting Officer finds that it is in the best interest of the HQ SACT [JALLC/JFTC/JWC] to award the contract notwithstanding a conflict of interest, the Contracting Officer will issue a waiver and disclose the award and the existence of the OCI to the Financial Controller. The waiver request and decision shall be included in the contract file.
- f. Obligations of the Parties.
- (1) When a Contractor or Prospective Contractor becomes aware of the existence or potential for an OCI, the Contractor is obligated to disclose the existence, nature, and supporting evidence of the conflict. Contractors or Prospective Contractors will be deemed to be aware of the existence or potential for an OCI when the Contractor or Prospective Contractor actually knows or reasonably should know of the existence of the actual or potential OCI.
 - (2) If the Contracting Officer becomes reasonably aware that the award of a contract will restrict the contractor's eligibility for future contract work, the Contracting Officer will disclose this fact in writing to the Contractor prior to the award, where practicable, and will permit the Contractor or prospective Contractor 7 days to make an election regarding award, discontinuing performance, or submitting an OCI mitigation plan for the Contracting Officer's approval. The sufficiency of the OCI mitigation plan is in the Contracting Officer's sole discretion.

38. OTHER PROVISIONS

- a. The Contractor and the Contractor Personnel are eligible for limited tax and duty exemptions referred to in the SA, Article 14 (import and re-export of personal effects and furniture, excluding private vehicles).
- b. The Contractor and the Contractor Personnel (non-Polish), are not authorized to engage in any other employment in Poland.

IFIB-ACT-JFTC 22-26, Description of Acquisition Bidding Instructions

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. the SA, Art. 14.4.b.

d. The Contractor Personnel are responsible for finding suitable accommodation and comply with Host Country requirements for personal registration, vehicle registration etc. Host Nation Support Unit In-processing Office may provide assistance in this regard, but cannot be held liable or accountable in any manner for the assistance so provided.

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. the SA, Art. 14.4.d.

(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 the SA.

**IFIB-ACT-JFTC 22-26, Description of Acquisition
Bidding Instructions**

39. 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.

40. 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.

41. 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.

42. 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 22-26, Description of Acquisition
Bidding Instructions**

SECTION B - JFTC 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. Activation and Deactivation
17. Audit
18. Code of Conduct

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

The Contract shall be binding upon signature by both parties.

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

IFIB-ACT-JFTC 22-26, Description of Acquisition Bidding Instructions

1. General

- a. This is a Concessionaire contract for the operation of a duty-free retail and rationed-items canteen, hereinafter referred to as the “Canteen”, at the JFTC, in Bydgoszcz, Poland and on a web portal. Within the scope of this contract, the Concessionaire will utilise – on behalf of JFTC - fiscal privileges accorded by the international agreements referenced under paragraph 4 below. Consequently, all invoices received in connection with acquisition of goods required for performance of the contract must clearly indicate JFTC as the beneficiary of such goods.
- b. The Concessionaire undertakes to perform the operation, at the Concessionaire’s own expense and risk, of a JFTC Canteen for rationed duty free, non-rationed duty-free and general non-duty-free goods, and associated services.
- c. The Concessionaire is not granted any further or general authority to act on behalf of 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 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 will respect all terms and conditions of this Contract. It may not delegate any rights or transfer any obligations without prior permission of the Contracting Officer.
- f. The Canteen may not be used by the Concessionaire for business activities outside the Contract. The Concessionaire must ensure a clear separation of the Canteen from all other business activities in economic, financial and physical sense.
- g. For the rationed duty-free goods (tobacco products, alcohol with an alcohol content over 28%), the Concessionaire applies the rations system which exists in JFTC (see the SOW for details).
- h. In case of violation of law 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 independently and remains responsible for all bookkeeping accounting as well as tax and customs clearance obligations related to operation and supply of JFTC Canteen. However, all import (to include intra-community acquisition) documents related to supplies for the Canteen must be co-signed by JFTC Contracting Officer.

IFIB-ACT-JFTC 22-26, Description of Acquisition Bidding Instructions

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 law 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 "Morale and Welfare Activities" (hereinafter referred to as MWA) refers to the Morale and Welfare programme operated in JFTC.
- c. The term "Statement of Work" (hereinafter referred to as SOW) refers to the technical requirements defined by JFTC.

4. References and Eligibility for Tax and Duty Exemptions

- a. Duty and tax exemptions for the purchase of goods are granted to JFTC as an International Military Headquarters by virtue of:
 - (1) The Agreement between the parties to the North Atlantic Treaty regarding the status of their forces (SoFA) dated 19 June 1951.
 - (2) The Protocol on the Status of International Military Headquarters (IMHQ) set up pursuant to the North Atlantic Treaty (Paris Protocol) dated 28 August 1952.
 - (3) Articles 143 and 151 of the Council Directive 2006/112/EC on the common system of value added tax dated 28 November 2006.
 - (4) Articles 226 and 227 of the Union Custom Code No 952/2013.
 - (5) Articles 11 and 12 of the EU Directive 2008/118/EC;
 - (6) 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 signed on 09 June 2017 (Polish Journal of Law 2017 item 1179).
- b. JFTC Canteen Directive 15-07 establishes policies and procedures for the operation and management of the JFTC Canteen. The Directive establishes procedures concerning personnel entitlements and the rationing of alcohol and tobacco sales.

IFIB-ACT-JFTC 22-26, Description of Acquisition Bidding Instructions

- c. Morale and Welfare Activities (MWA) and Non-appropriated Funds SOP 011 establishes policies, responsibilities and procedures governing the administration, accounting and audit of MWA Council (MWAC).
- d. Canteen privileges are granted to eligible individuals, assigned to JFTC, Allied Command Counter Intelligence Bydgoszcz (ACCI), NATO Communication and Information Agency CSU Bydgoszcz (NCIA CSUB), 3rd NATO Signal Battalion (3NSB), NATO Force Integration Unit (NFIU), and Military Police Centre of Excellence (MP COE). The JFTC administers and controls these privileges.
- e. In accordance with Directive 15-07, the Concessionaire will ensure that rationed/non rationed duty-free goods are only sold to eligible individuals and that purchase of rationed goods is properly recorded.
- f. Some general items of Directive 15-07 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 that concern the Concessionaire.

5. Sub-Contracting

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

6. JFTC Contract Representatives

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

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

Mr Ryszard Piasecki

Tel. +48 261 411 439

E-mail: ryszard.piasecki@jftc.nato.int

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

7. Concessionaire's Representatives.

- a. The Concessionaire will submit a list of the representative(s) from their organisation who will directly interact with JFTC in any matters pertaining to the Contract. JFTC will require key personal information from the representative(s) in order to obtain authorisation

**IFIB-ACT-JFTC 22-26, Description of Acquisition
Bidding Instructions**

to gain access to the JFTC. The representative(s) will be required 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:

E-mail:

c. The Account Manager of the Concessionaire will maintain an 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 Concessionaire's staff shall be subject to COTR or his Alternate directions as far as security and discipline are concerned.

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

9. Facilities/Office Space, Equipment and Utilities

a. 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. The Concessionaire will take proper care of the facilities.

c. The Concessionaire shall use the premises solely for the execution of this contract and keep them equipped for this purpose. No activities for the benefit of any third party will be permitted.

d. The property (building, facilities, furniture, equipment fixed as well as non-fixed) is provided for the use of the Concessionaire in accordance with the terms and conditions agreed upon, but no clause in this Contract or in the relationship between JFTC and the Concessionaire is intended to transfer ownership of the property.

**IFIB-ACT-JFTC 22-26, Description of Acquisition
Bidding Instructions**

- e. The Concessionaire shall assume responsibility for the rooms, furniture and equipment pursuant to 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 have to be coordinated with and accepted by JFTC.
- g. Utilities (water, wastewater disposal, electricity, garbage, etc.) of the facilities will be at the JFTC's expense. The Concessionaire will segregate garbage in compliance with applicable regulations and dispose it to dedicated containers.
- h. The JFTC will bear the cost of cleaning: of the floors, windows, walls and ceiling.
- i. The Concessionaire shall guarantee JFTC access to the facilities:
 - (1) During regular working hours to carry out scheduled maintenance to JFTC provided property.
 - (2) At any time for unscheduled fire and rescue service, security inspections, etc.
 - (3) Keys to the business area will be issued by security personnel on a daily basis, or as determined by JFTC. All keys issued to the Concessionaire personnel for JFTC facilities, equipment, and materials are to be controlled and accounted for by the Concessionaire staff. Master keys will not be issued.
 - (4) Prior to any modification of the facilities performed by the Concessionaire, the Concessionaire must notify the Branch Head, Base Support (BSB), or their designee, and provide documentation describing in detail the modification 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.
 - (5) JFTC will provide all basic equipment and furniture. The Concessionaire shall furnish all items required to perform the services stipulated in this Contract.
- j. JFTC will provide the following furniture and equipment:
 - (1) 1 x pallet carrier(2500 kg).
 - (2) 1 x Blitz-C17A hand labeler.
 - (3) 1 x fan.
 - (4) 3 x "Cupio" cabinet.
 - (5) 1 x "Swivel" chair.
 - (6) 1 x "Savoy" chair.
 - (7) 1 x cupboard 80x44x113.
 - (8) 1 x cupboard 80x44x90.

IFIB-ACT-JFTC 22-26, Description of Acquisition Bidding Instructions

- (9) 2 x 4-shelf cupboard.
- (10) 1 x rectangular desk.
- (11) 1 x wardrobe 146.
- (12) 2 x bar stool.
- (13) 9 x 4-shelf storage stand.
- (14) 1 x 4kg fire extinguisher.
- (15) 1 x Bluebird BP30 AS card reader.

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

l. The telephone and internet connecting points will be provided by JFTC.

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

10. Employees

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

b. Employees are to

- (1) Be trained to the highest standard to be able to perform their tasks in a competent manner.
- (2) Demonstrate competence in written and verbal English to be able to effectively communicate with the Contracting Officer and the COTR, and be able to interact with customers and JFTC personnel.

c. Either the JFTC Canteen Manager or the 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.

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

e. Account Manager. The Concessionaire will provide qualified and competent management service personnel to ensure delivery of all contracted services. They are to sustain, monitor and improve all services. Also, they will manage, supervise and care for

IFIB-ACT-JFTC 22-26, Description of Acquisition Bidding Instructions

the workforce, ensuring that there are sufficient resources available to meet all contracted obligations. The Account Manager and Alternate (if provided) shall have a minimum of two (2) years' experience in business management. The name of the Account Manager and an Alternate(s), who shall act on behalf of the Concessionaire during the Account Manager's absence, shall be designated in writing to the Contracting Officer prior to the contract start date. The Account Manager or an Alternate (if provided) should be available during the hours of operations, Monday through Friday.

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

g. Privileges and immunities extended to JFTC, ACCI, 3NSB, NCIA CSU BYD, MP COE and NFIU personnel are an exclusive right and as such not transferable to the Concessionaire or the Concessionaire employees. This includes the right to access and use the facilities managed and/or operated by JFTC MWAC.

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

11. Use of Data and Information

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

12. Insurance.

a. JFTC will not be held responsible for any accidents happening to the Concessionaire's personnel. The Concessionaire is therefore required to insure the Concessionaire's personnel and vehicles against any accidents on JFTC premises, in conformity with European Union and Polish regulations.

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

IFIB-ACT-JFTC 22-26, Description of Acquisition Bidding Instructions

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

13. Security and Access

- a. The buildings and facilities used by the Concessionaire are subject to the general JFTC security regulations.
- b. The Concessionaire will take all reasonable steps to ensure that all personnel employed by them in connection with the contract are aware of any statutory provisions related to security that apply to them during and after completion of the Contract.
- c. All employees will be appropriately and competently screened and cleared by appropriate national authorities **prior** to submission of badging and access requests to JFTC Security Branch (SB). Additionally, JFTC SB may restrict the employment or base access of any employee, or prospective employee, who has not been properly cleared by competent national authorities or who is reasonably found to pose a potential threat to the health, safety, security, general well-being, or operational mission of the installation and its population. Managers are included in the definition of “employees”.
- d. The JFTC will grant access to relevant facilities to the Concessionaire, their Sub-Contractors, their employees, agents, suppliers or representatives as required for the performance of the contract. The Concessionaire shall comply with JFTC regulations and instructions on JFTC premises.
- e. The Concessionaire will inform the JFTC Contracting Officer within 10 working days of appointment of any new personnel to JFTC premises. HQ SB will require the following information to issue permanent passes for Canteen personnel:
 - (1) Rank/Title, Name, Surname.
 - (2) Section (e.g., JFTC Canteen) and phone number.
 - (3) Home address.
 - (4) Type and number of valid national identification document.
 - (5) Digital photo.
- f. JFTC SU issues temporary passes to visitors, delivery personnel, etc. at the main gate pass office. The visitor must present a valid national identification document with a photo. Temporary passes must be returned when leaving.
- g. The Concessionaire will make sure that the Concessionaire personnel have all needed vehicle passes, individual access badges and documents to access the JFTC facility.

14. Protection Conditions

- a. The Concessionaire will properly safeguard all NATO property provided to the Concessionaire under this Contract. The Concessionaire will be responsible for any damage which exceeds the normal wear and tear, caused by the personnel to the buildings,

IFIB-ACT-JFTC 22-26, Description of Acquisition Bidding Instructions

finishes, furnishings, equipment etc. and shall repair, clean, replace or restore damaged items to the condition existing immediately prior to the item being changed.

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

15. Occupational Health and Safety, Fire Protection

The Concessionaire will:

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

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

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

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

16. Activation and Deactivation

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

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

c. Upon expiry of the contract, the Concessionaire will remove all Concessionaire's belongings without undue delay. Failure to do so will entitle JFTC to remove those at the Concessionaire's risk and expense.

d. The Concessionaire, at the beginning of the Contract will purchase from the previous JFTC Canteen Concessionaire all unsold alcohol and tobacco goods as well as free circulation goods with JFTC logo that remained on stock at the JFTC Canteen on the last day of the previous contract (31 December 2022) at the original price of their purchase.

e. Before the end of the Contract, the Concessionaire will make a discount sale of all the left goods to the eligible personnel. The sale strategy will be agreed upon with the JFTC Contracting Officer. All unsold alcohol and tobacco goods as well as free circulation goods with JFTC logo that remain at the JFTC Canteen on the last day of the contract will be sold

IFIB-ACT-JFTC 22-26, Description of Acquisition Bidding Instructions

to the successor Concessionaire operating JFTC Canteen at the original price of their purchase.

17. Audit

- a. JFTC is authorised to conduct an audit by JFTC designated personnel from the Office of Budget and Finance (OBF) of all calculations and pricing in connection with this Contract, of general compliance with financial terms of the contract.
- b. For the purposes of the audit, the Concessionaire will promptly grant inspection of all books and records and will further provide all additional information as JFTC will deem necessary to carry out the audit properly.
- c. During the audit JFTC will be authorised to call in the assistance of an external reputable accounting company to be designated on behalf of JFTC. The audit will be confidential and will extend no further than will be necessary for the assessment of the matters provided for in this article.
- d. By signing the Contract, the Concessionaire declares that to the best of their ability all information involving financial aspects which they have presented or will still present to the JFTC for assessment in connection with the Contract was or will be true, complete and valid on the date of its presentation to the JFTC.
- e. If JFTC finds any reason to believe that the financial and economic state of affairs in the Concessionaire's enterprise as a whole could preclude the Concessionaire from completing its obligations under the contract, JFTC may have an audit to be carried out in order to determine whether the Concessionaire is capable of completing their contractual obligations. The audit would be expected to include discussions with the Concessionaire management, discussions with the Concessionaire's external auditors and/or discussions with the Concessionaire's bank.

18. Code of Conduct

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

**IFIB-ACT-JFTC 22-26, Description of Acquisition
Bidding Instructions**

PART III –TECHNICAL INFORMATION
Statement of Work

**IFIB-ACT-JFTC 22-26, Description of Acquisition
Bidding Instructions**

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 A – Limits for Rationed Duty Free Goods

Annex B – JFTC Canteen Facilities

IFIB-ACT-JFTC 22-26, Description of Acquisition Bidding Instructions

1. General

- a. The NATO Joint Force Training Centre (hereinafter referred to as the "JFTC") offers the right to operate the JFTC Canteen, which is 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 personnel from JFTC and other NATO entities located in Bydgoszcz, their dependents, and authorised JFTC visitors to provide supplies and services of good quality, in a pleasant environment and at tax and duty free prices.
- c. The total number of staff assigned to, or working for NATO community in Bydgoszcz is approximately 500. 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. As an average during a calendar year that, the number of visitors entitled to temporary ration cards is between 4,000 and 5,000. Visitors participating in training events are visiting the JFTC usually for a period between one to three weeks. Typical working 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 significant changes (increases or decreases) to the expected number of eligible customers from NATO entities located in Bydgoszcz.

2. Period of Performance

- a. The contract awarded through this IFIB will be effective from 1 January 2023 until 31 December 2023.
- 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 2027).
- c. Execution of the contract option period will be dependent upon certification of satisfactory performance during execution of current base or option period.
- d. Should JFTC choose not to extend the contract, the Contracting Officer will notify the Concessionaire, in writing, within three (3) months of the contract end-date currently in force.
- e. The Contracting Officer will provide notice of extension in writing no later than three (3) months before the expiration date of the contract or subsequent 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 three (3) months, or until the end of the current contract in force, whichever is less.
- g. There will be no automatic contract extensions.

IFIB-ACT-JFTC 22-26, Description of Acquisition Bidding Instructions

3. General Requirements

a. Facilities.

(1) The primary 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.

(2) Another facility consists of a standalone storage room located next to building 2. The capacity of the storage room is 28.5 m².

(3) The third facility will consist of an online, internet web portal for all eligible personnel. 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.

(4) 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. Eligible Customers.

The Concessionaire shall provide 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 units with whom JFTC has instituted a support arrangement. The Concessionaire shall require that all Concessionaire's customers present either an appropriate NATO ID card (AMIS or entity-specific NATO ID) or Rationed Items Card issued by JFTC to eligible visitors. The above listed documents will serve as a proof of entitlement for tax-exempt shopping privileges.

c. Services.

(1) 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 standalone storage room located next to the building 2.
- Independently manage and operate an online, internet web portal for on-line shopping with access available to all entitled personnel.

IFIB-ACT-JFTC 22-26, Description of Acquisition Bidding Instructions

- Provide, install and maintain the necessary equipment for the use in the facilities (cashier machine, cash checkout counter, bank card reader, computer, printer, etc.)
- Provide high-quality goods and services.

d. Essential Requirements.

The Concessionaire will offer a wide variety of products included, but not limited to, in 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 with an alcohol content of over 28%	Spirits
NON- RATIONED ITEMS	Non-rationed alcohol with an alcohol content below 28%	Liquor, wine, champagne, sparkling wine, etc.
	Perfume, cosmetics, personal hygiene	Perfumery articles, cosmetics and articles for personal hygiene
	Electronics, jewellery, miscellaneous	Gifts and souvenirs
		Watches
		Electronic equipment
		Toys
	Non-alcoholic beverages (and grocery items)	Coffee, tea, and related products
		Confectionery and chocolate specialties
		Soft-drinks

IFIB-ACT-JFTC 22-26, Description of Acquisition Bidding Instructions

- e. Other requirements.
 - (1) The Concessionaire undertakes to comply strictly with Host Nation laws and European Union warranty directives and to take action under warranty immediately upon customer request.
 - (2) The Concessionaire will allow JFTC MWAC 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 MWAC-sponsored events.
 - (3) The Concessionaire will ensure, with consultation of the COTR that the range of goods reflects the needs of the HQ's international population.
 - (4) The Concessionaire will provide shopping bags and pack purchased goods.

4. Opening Hours

- a. The Canteen shall be open as a minimum from Monday to Friday, from 08.00 hours until 16.00 hours. JFTC may request the Concessionaire to adopt flexible opening hours of the JFTC Canteen during exercises and other training events.
- b. The Concessionaire may be required to open the facility on the JFTC official holidays observed, weekends and official non-duty days during exercises and other training events.
- c. On an annual basis, JFTC will provide the Concessionaire a list of JFTC official holidays and non-duty days.

5. 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.
- c. The Concessionaire will actively pursue opportunities where there is a potential for increasing turnover/profitability. The Concessionaire will be responsible for all marketing activities.
- d. The Concessionaire is responsible for their supplies arrangements. The Concessionaire shall follow guidelines of the applicable Polish regulations and guidelines for material storage and use.
- e. The payment collection system will be simple and easy for the consumer to use, and will minimise queuing times. The payment will be accepted by cash, credit card, debit card

IFIB-ACT-JFTC 22-26, Description of Acquisition Bidding Instructions

or other commonly used payment methods. Each customer will receive clear and accurate copies of billing information and/or receipts.

f. The pricing for all goods sold under this Contract will include only the actual purchase cost of goods, the Concessionaire mark-up as provided in the IFIB-ACT-JFTC 22-26 price proposal, and the Concession fee as provided in the IFIB-ACT-JFTC 22-26 price proposal. No other cost may be included in the unit price of goods sold at JFTC Canteen. Prices expressed in PLN will be clearly exposed to the customers.

g. The Concessionaire will submit monthly financial reports to the MWAC Treasurer. JFTC will have access to all financial records/plans and reports upon request. The Concessionaire will provide all reports required by JFTC to assist with the management and audit of the Contract.

h. The Concessionaire will grant Concessionaire Fee to JFTC Morale & Welfare Activities Council as proposed in the bidding, defined as a percentage 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 beneficiary's 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:	<i>(to be provided after contract award)</i>
BANK ADDRESS:	<i>(to be provided after contract award)</i>
IBAN:	<i>(to be provided after contract award)</i>
SWIFT CODE:	<i>(to be provided after contract award)</i>
PAYMENT CURRENCY:	PLN

6. Quality Assurance and Control

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

c. Review. The services performed by the Concessionaire will be subject to review by the Contracting Officer or the authorised representative(s) at all times.

**IFIB-ACT-JFTC 22-26, Description of Acquisition
Bidding Instructions**

d. The Concessionaire will 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 will be responsible for ensuring the quality and accuracy of the services provided. The Concessionaire agrees to incorporate appropriate management practices for quality assurance of all services and documentation. The Concessionaire will support the JFTC's inspection procedures necessary to ensure that all services delivered are in accordance with the Contract.

**IFIB-ACT-JFTC 22-26, Description of Acquisition
Bidding Instructions**

Annex A
to IFIB-ACT-JFTC 22-26

LIMITS FOR RATIONED DUTY FREE GOODS

JFTC weekly Duty Free Rations (weekly ration apply to Temporary Assigned Personnel).

RATION SCALE PER WEEK

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

RATION SCALE PER MONTH

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

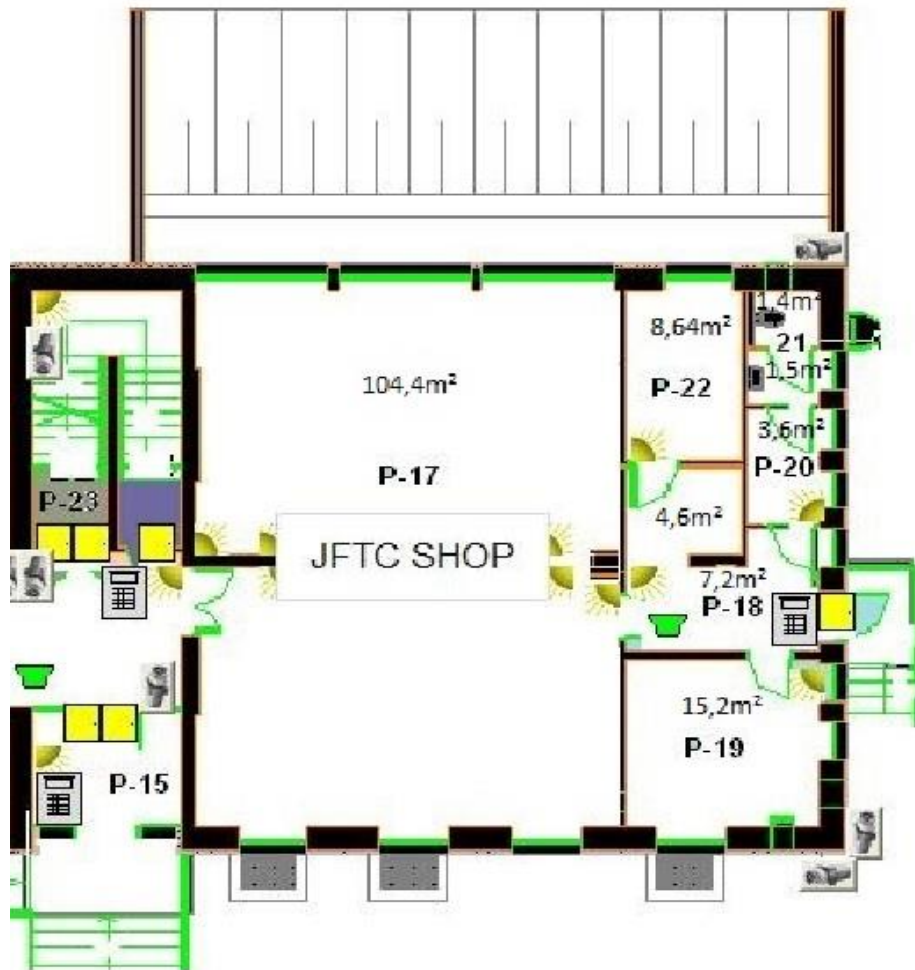
Should there be any change to the above listed Ration Scale or related authorities for rationed-item eligibility, the Contracting Officer or the COTR will provide these details to the Concessionaire. Effective dates for any changes will be specifically listed in the written notification to the Concessionaire.

IFIB-ACT-JFTC 22-26, Description of Acquisition Bidding Instructions

Annex B
to IFIB-ACT-JFTC 22-26

JFTC CANTEEN FACILITIES

1. Main facility in JFTC building 2.



IFIB-ACT-JFTC 22-26, Description of Acquisition Bidding Instructions

2. Storage room (located next to building 2).

