



JOINT WARFARE CENTRE

EIKESETVEIEN 29 – PB 8080 – 4068 STAVANGER – NORWAY



IFIB-ACT-JWC-18-45

Invitation for International Bidding
for the
Operation of
JWC Canteen Services

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PART I

BIDDING INSTRUCTIONS

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1. PURPOSE

The purpose of this Invitation for International Bidding (IFIB) process is to award one contract for the provision of Canteen Services at the Joint Warfare Centre (JWC). The contract will be effective on 1 Jan 2019 and will be awarded based on Best Value.

JWC is seeking a company with an established record of providing high quality innovative dining services for public or/and commercial sector, that would extend its current business to provide services to JWC. Companies should have financial base to be able to operate the canteen. This is a revenue contract. JWC will not be paying a vendor for services, rather it will be paid by employee and member purchases. Pricing shall be performed on a Firm Fixed Price basis with some additional price-negotiated events on an as-needed basis.

The Bidding Instructions should enable the bidders to prepare and submit their quotations for meeting the administrative requirements of this IFIB-ACT-JWC-18-45.

2. TIMETABLE

Summary Timetable	Date	Comments
Notice of Intent Release	28 Apr 18	
Solicitation Release	13 Aug 18	
Walkthrough Site Survey at JWC	30 Aug 18	Starting at 09:30 a.m. CET
Last date on which clarifications are issued by JWC	6 Sept 18	Bidders are advised to check the JWC webpage on a regular basis for possible updates and clarifications.
Deadline for Submission of the Bids	01 Oct 18	Tenders delivered by hand or courier shall be submitted not later than 13:00 CET .
Contract Award Committee Opening Session	15 Oct 18	Estimated
Completion Date and Signature of Contracts	November 2018	Estimated

3. DEFINITIONS AND ABBREVIATIONS

a. "Bid" means a submission of completed documents in response to this RFP with the intent of participating in the competition for a contract award. Bid is used interchangeable with the term "Proposal".

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- b. "Bidder" means the bidding entity that has submitted a bid in response to this RFP.
- c. "Contracting Officer" or the "Purchasing & Contracting Officer" or "P&C" means the person executing and managing this contract on behalf of JWC. Only duly designated Contracting Officers have the authority to obligate JWC.
- d. "Contracting Officer Technical Representative" or "COTR" means a person appointed by the Contracting Officer for the purpose of determining compliance with the technical requirements of the contract. They are responsible for overseeing the day to day operations of the contract. COTRs are authorized to make direct liaison with the Supplier but do not have delegated authority to make any commitments or changes that affect price, quality, delivery or other terms and conditions of the contract.
- e. "Events Participants" means everyone that utilizes the Dining Facility for food services during training events, exercises, hosted conferences and other similar events.
- f. "HQ SACT" means the Headquarters, Supreme Allied Commander Transformation, located at Norfolk, VA, United States of America.
- g. "JWC" means the Joint Warfare Centre, located in Stavanger, Norway.
- h. "Menu" means the dishes available for or served at a meal.
- i. "North Atlantic Treaty Organisation" is hereafter referred to as "NATO".
- j. "Regular Staff members" means anyone that utilizes the JWC canteen facilities but not limited to personnel and contractors of the JWC, ACCI, NCIA, and National Support
- k. "Supplier/Company/Service Provider" means a party that supplies goods or services.
- l. "VIP" means Very Important Person (official) invited by the JWC Commander or his Deputy for official VIP functions.

4. USEFUL WEB SITES

The following web sites contain information that may prove useful to the Bidders;

NATO; www.nato.int

JWC; www.jwc.nato.int

Norwegian Tax Authorities; www.skatteetaten.no

Norwegian Work and Welfare Authorities; www.nav.no/page?id=805312736

5. ELIGIBILITY

- a. This IFIB is opened to Governmental or Commercial entities that:
 - 1. Originate and are chartered/incorporated within NATO member nations.
 - 2. Maintain a professionally active facility (office, factory, laboratory, etc.) within NATO-member nations.

3. Provide the funding for the aforementioned requirement.
4. Have successfully performed at least one (1) contract within the last four (4) years substantially similar in scope and magnitude to the requirement described in this IFIB.
5. At the time of bidding, bidders must be legally authorised to operate this kind of business in any of the NATO-member nations.

6. CLASSIFICATION

This Request for Proposal (RFP) is a NON SENSITIVE INFORMATION RELEASABLE TO THE PUBLIC document. However, it may make references to classified documents for which access and/or retention are subject to NATO and national security rules and procedures. JWC will not distribute these classified documents to prospective bidders nor will JWC consider any request for time extension to enable a prospective bidder to obtain these classified documents from national sources. For the performance of the contract, the Companies personnel will not be required to obtain, before contract start date, a NATO SECRET security clearance or equivalent national level. The NATO SECRET security clearance process for personnel will be initiated upon award of contract to facilitate portions of this contract that require access to areas other than the Canteen Level 5.

7. PARTIAL BIDDING

Partial bidding is NOT AUTHORIZED.

8. AMENDMENTS OR CANCELLATION OF THE RFP

JWC reserves the right to modify or delete any one or more of the terms, conditions, requirements or provisions of the RFP prior to the date set for the bid closing. JWC reserves the right to cancel this RFP, in its entirety, at any time. No legal liability on the part of JWC for payment of any sort shall arise and in no event will a cause of action lie with any bidders for the recovery of any costs incurred in connection with preparing or submitting a bid in response hereto. All efforts initiated or undertaken by the bidders shall be done considering and accepting this fact. JWC will inform the prospective bidders by email or fax for any changes of this original document. If this RFP is cancelled prior to the bid opening, the bids already received will be returned unopened to the senders.

9. COMPLIANCE

Bidder's proposal must be based on a full compliance with the terms, conditions, and requirements of the RFP and its future clarifications and/or amendments. The bidder may offer variations in specific implementation and functional details, provided that stated functional and performance requirements of the RFP are fully satisfied.

Each bidder will include in their bid a compliance statement in accordance with Part I, Annex A-1. The bidder shall list thereon, when applicable, all deviations from the Bidding Instructions (Part I), JWC General Provisions (Part II) and the Statement of Work (Part III). Failure to submit a completed compliance sheet may result in disqualification of the bid. In case of conflict between the compliance statement and the detailed evidence or explanations/ comments furnished, the detailed

evidence/comments shall take precedence for the actual determination of compliance.

10. CURRENCY

Bidders may only quote in NOK. Bidders are also advised that all invoices and payments will be made in the currency agreed in the contract. Bank charges related to payments outside Norway will be charged to the supplier.

11. CONTENTS OF PROPOSAL

The bid will consist of **three (3) separate bid packages**

1. The Administrative documentation – one (1) original and one (1) copy
2. The Technical Proposal – one (1) original and (1) copy
3. The Price Proposal – one (1) original and (1) copy

a. ENVELOPE A - Administrative Documentation: Each prospective bidder shall include the following certifications, completed, signed and dated (wherever applicable) by the bidder with the minimum the following information:

- a.0 Bid Submission Form (Annex A-0)
- a.1 The Compliance Statement (Annex A-1)
- a.2 The Certificate of Legal Name of Bidder (Annex A-2)
- a.3 The Certificate of Independent Determination (Annex A-3)
- a.4 The Certificate of Bid Validity (Annex A-4)
- a.5 The Certificate of Exclusion of Taxes and Charges (Annex A-5)
- a.6 The Certificate of Authorization to Perform (Annex A-6)

b. Technical Proposal: Each prospective bidder shall include a technical proposal to include as a minimum the following information:

- b.1 Description of the bidder's quality assurance & customer services methodology in line with the Statement of Work (Annex B-1- Company created)
- b.2 Sample menus for the JWC Canteen and Events (Annex B-2 Company created)
- b.3 Past performance (Annex B-3)

The Technical Proposal must enable JWC to assess the supplier's current position in promoting quality and financial assurance.

c. Price Proposal: The Price Proposals shall be made in accordance with the attached Bid Form (see Bidding Instructions, Annex C-1).

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The Bid Forms (Annex C-1) must be dated and signed by Bidder's authorized personnel. Proposed rates must be fully "loaded" [G&A, O/H etc.],

c.1 Financial Proposal (Annex C-1)

12. BID SUBMISSION

a. Language

Proposals shall be submitted in the English language.

b. Bid Mailing

1. Each proposal will be placed in a package, which will be marked "Proposal for IFIB-ACT-JWC-18-45." **The price, administrative and technical proposal must be labelled and enclosed in separate envelopes.** The package containing the entire proposal will be placed in another envelope, also prominently marked with the RFP reference (IFIB-ACT-JWC-18-45) and addressed to:

"Proposal for IFIB-ACT-JWC-18-45".

Mailing Address:

Joint Warfare Centre
BUDFIN – Purchasing and Contracting Branch
P.O. Box 8080
N-4068 Stavanger, Norway

Hand-carried or Courier Address*:

Joint Warfare Centre
BUDFIN – Purchasing and Contracting Branch
Gamle Eikesetveien 29
N-4032 Stavanger, Norway

***Military Guards will not receive any mail. Please email POC in advance to arrange pickup of Courier Mail.**

Tel: +47 52879290/9291/9294

2. Proposals hand-carried to JWC, delivered by commercial courier, or parcel Delivery Companies are to be handed over to a representative of the Purchasing & Contracting Section. The Section is typically open Monday through Friday between 08:00 to 15:30 hrs, please call the office and arrange a time & date to be met at the front gate – 47-52879290/91/94. Receipt of the proposal (namely time and date) will be recorded on the package, and the delivery agent will be requested to sign the date/time endorsement, signifying transfer of accountability.

13. LATE PROPOSALS

The bidder must make every effort to ensure that the proposal reaches JWC before or on the exact date and time set for the bid closing. Proposals received after the established closing date/time will be considered late. Late proposals shall be considered only if arrived before the contract has been awarded and on condition that their failure to arrive on time can be attributed to the following circumstances:

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a. A bidder will not be held responsible for service delays, so long as a proposal was sent (Registered Mail or by Certified Mail) through commercial channels at least five (5) days before the bid closing. An official Post Office date stamp or service receipt will be required in order to substantiate reason for delay.

b. Mishandling by JWC personnel upon or after receipt.

Other late proposals cannot be considered for award. These proposals will be treated as non-responsive and will be returned unopened to the bidder, at his expense.

14. BID WITHDRAWAL

A bidder may withdraw his proposal up to the date and time specified for the bid closing, by written or facsimile notice to JWC Contracting Officer. The proposal will be returned unopened to the bidder, at his expense.

15. BID CLOSING DATE

Proposals must be received at JWC **not later than 13:00 hours (local time) 01-Oct-2018**. At that time and date, bidding will be closed.

16. BID VALIDITY

Proposals submitted shall remain valid until 01 Feb 2019. JWC reserves the right to request an extension of validity if a decision cannot be made within this time. Bidders will be entitled to either grant or deny this extension of validity. JWC will interpret a denial as a withdrawal of the proposal.

17. DURATION OF THE CONTRACT

The contract awarded through this RFP will be for an initial period effective from the date of last signature, with the option to extend the contract up to four (4) yearly extension options. Notice of execution of the optional year(s) will be provided in writing by the Contracting Officer no later than 60 days prior to current contract expiration date.

18. BID EVALUATION

a. Responsibility

The evaluation of Proposals and the determination as to the responsiveness and technical adequacy of the services offered will be the responsibility of JWC Contract Award Committee (CAC) and shall be based on information provided by the bidders. JWC is not responsible for seeking any information that is not easily identified and available in the proposal package.

b. Price Comparison

For the purpose of price comparison, all quoted prices will be in NOK.

c. Evaluation Process

JWC CAC will make the evaluation of bids solely on the basis of the requirements specified in this IFIB. Bids will be evaluated by the CAC by using scoring system based upon the technical and the price proposals received from the bidders in

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response to this IFIB. The contract shall be awarded to the bidder submitting the admissible bid proposing the **Best Value** offer.

1. Administrative and Technical Compliance.

Only the bidders meeting the requirements of the exclusion and selection criteria will have their bid evaluated in terms of quality and price. Prior to the commencement of the Price and Technical Evaluation, Bids will be reviewed for compliance with the Bid Submission Requirements of this IFIB. These are as follows:

- a. The Bid was received by the Bid Closing Date and Time
- b. The Bid is complete, i.e. contains a separate administrative, technical and financial Bid, and it comes in three separate and closed envelopes as stated in point 16.
- c. The bidder has submitted originally signed copies of the required Certificates and documents (envelope A).
- d. The Technical Proposal is complete and meets the purpose of this IFIB.

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

2. Technical proposal evaluation.

The quality of technical offers reaching this stage will be subjectively evaluated in accordance with the award criteria and the associated weighting as detailed in the evaluation grids below.

No.	CRITERIA	EVALUATED RATING	MINIMUM STANDARDS
1	Comprehension & Methodology: Understanding of the services requested, proposed approach to the delivery and implementation of the contract to include quality assurance and customer service methodology. Annex B-1 Supplier-created	Outstanding Good Acceptable Marginal Unacceptable	Acceptable
2	Menus: Quality of the proposals submitted and their compliance with the requirements listed in the Statement of Work (menus). Annex B-2 Supplier-created	Outstanding Good Acceptable Marginal Unacceptable	Acceptable
3	Past Performance Relevancy Rating Present/Past Performance effort involving the scope and magnitude of effort and complexities required relevant	Very Relevant Relevant Somewhat	Relevant

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	to the solicitation's Statement of Work. Annex B-3	Relevant Not Relevant	
4	Past Performance Confidence Assessment- Based on the offeror's recent and relevant performance record, the expectation that the offeror will successfully perform the required effort. Annex B-3	Substantial Satisfactory Limited No Unknown	Satisfactory

No.1 and No. 2 Technical Rating Scale

Adjectival Rating	Description
Outstanding	Proposal indicates an exceptional approach and understanding of the requirements and contains multiple strengths.
Good	Proposal indicates a thorough approach and understanding of the requirements and contains at least one strength.
Acceptable	Proposal indicates an adequate approach and understanding of the requirements.
Marginal	Proposal has not demonstrated an adequate approach and understanding of the requirements.
Unacceptable	Proposal does not meet requirements of the solicitation and, thus, contains one or more deficiencies and is unawardable.

No. 3 Past Performance Relevancy Rating

Rating	Definition
Very Relevant	Present/past performance effort involved essentially the same scope and magnitude of effort and complexities this solicitation requires.
Relevant	Present/past performance effort involved similar scope and magnitude of effort and complexities this solicitation requires.
Somewhat Relevant	Present/past performance effort involved some of the scope and magnitude of effort and complexities this solicitation requires.
Not Relevant	Present/past performance effort involved little or none of the scope and magnitude of effort and complexities this solicitation requires.

No 4 Performance Confidence Assessment

Rating	Description
Substantial Confidence	Based on the offeror's recent/relevant performance record, JWC has a high

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	expectation that the offeror will successfully perform the required effort
Satisfactory Confidence	Based on the offeror's recent/relevant performance record, JWC has a reasonable expectation that the offeror will successfully perform the required effort
Limited Confidence	Based on the offeror's recent/relevant performance record, JWC has a low expectation that the offeror will successfully perform the required effort
No Confidence	Based on the offeror's recent/relevant performance record, JWC has no expectation that the offeror will be able to successfully perform the required effort
Unknown Confidence (Neutral)	No recent/relevant performance record is available or the offerors performance record is so sparse that no meaningful confidence assessment rating can be reasonably assigned.

a. The Assessment of technical quality will be based on the ability to meet the purpose of the contract as described in the Statement of Work. To this end, the technical proposal shall contain the following information to allow evaluation of the bid according to the technical criteria mentioned above:

- (1) Description of how the contract shall be organized and implemented in response to services requested in the Statement of Work (Supplier-created Annex B-1).
- (2) The bidder must provide sample menus (Supplier created Annex B-2) for the following:

	1 example = 1 daily menu	Reference SOW
Daily Lunch Menu	Minimum 10 examples	SOW (3)(g)(1)[a](i)(1)
Salad Bar Menu	Minimum 5 examples	SOW (3)(g)(1)[a](i)(2)
Soup Menu	Minimum 5 examples	SOW (3)(g)(1)[a](i)(3)
Lunch- Fixed Menu	Minimum 10 examples	SOW (3)(g)(2)[a](i)
Dinner – Option 1	Minimum 5 examples	SOW (3)(g)(2)[a](iii)
Dinner – Option 2	Minimum 3 examples	SOW (3)(g)(2)[a](iv)

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Lunch – Norwegian Cold Plate Menu	Minimum 2 examples	SOW (3)(g)(3)[e](iii)
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- (3) The bidder must also fill out Annex B-3 for Past Performance Assessment. Minimum 1 similar past performance effort in the last 4 years for like services.
- b. Description of the bidder's quality assurance & customer services methodology in line with paragraph 4 of the Statement of Work (Included in Supplier-created Annex B-1).
 - c. The information in the technical proposal must be consistent with the Statement of Work. And such technical proposal must be signed by the bidder.
 - d. In order to achieve higher than minimum ratings, bidders must show technical strengths such as innovation, environmental awareness and proactive measures, while exceeding expectations set forth in the Statement of Work.

3. Financial

The financial evaluation will be made on the basis of the price offered in Annex C-1 Financial Proposal. Each priced item will be multiplied by its estimated daily consumption factor and added together to determine the Daily Total Evaluated Price. The following weightings shall be applied:

	UOM	Daily Consumption Factor	SOW reference
Daily Lunch Menu	Each	100	(3)(g)(1)[a](i)(1)
Salad Bar	100 grams	35	(3)(g)(1)[a](i)(2)
Soup	350 ml	20	(3)(g)(1)[a](i)(3)
Lunch- Fixed Menu	Each	127	(3)(g)(2)[a](i)
Lunch- Pay as you go	Each	20	(3)(g)(2)[a](ii)
Dinner Option 1	Each	25	(3)(g)(2)[a](iii)
Dinner Option 2	Each	25	(3)(g)(2)[a](iv)
Coffee Corner	Each	127	(3)(g)(2)(b)
Standard Coffee/Tea & Pastry with VIP set-up	Each	5	(3)(g)(3)[e](i)
Lunch – Norwegian Cold Plate with VIP set-up	Each	1	(3)(g)(3)[e](ii)
Daily Lunch Menu to	Each	1	(3)(g)(3)[e](iii)

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include VIP setup			
Daily Menu Lunch - Jatta Guards	Each	20	(3)(g)(1)[c]

a. The Financial Proposal

- (1) The financial proposal should be presented in the format provided in Annex C-1. This form should not be altered by the Bidder.
- (2) Prices must be quoted in NOK.
- (3) Prices must be quoted free of all duties, taxes (such as VAT) and other charges.
- (4) Costs incurred in preparing and submitting tenders are borne by the bidder and shall not be reimbursed.

b. Choice of the selected bid

- (1) The best value bid is decided by weighing technical with price. In this instance, technical is weighted more important than price. Technical gives preferential weight in the following descending order:

- [a] Comprehension and Methodology
- [b] Menus
- [c] Past Performance Confidence Assessment
- [d] Past Performance Relevancy Rating

d. Clarification of Proposals and Discussions

During the proposal evaluation process, JWC reserves the right to discuss any proposal with the bidders in order to clarify what is being offered (technical capabilities, financial information, investment plan, etc.) and to resolve any potential areas of non-compliance. However, no change to the content of the proposal (technical, financial, etc.) shall be permitted.

19. COMMUNICATIONS AND CONTACTS FOR CLARIFICATION

a. Communications in General

Any communications related to this RFP, between a prospective bidder and JWC shall only be through the JWC Contracting Officer and/or JWC Contracting Specialist; only such persons may, during the solicitation and evaluation period, answer inquiries regarding this RFP. There shall be no contact with regards to this RFP with other JWC or NATO personnel. This is to maintain all bidders on an equal and competitive footing. Bidders not following this rule will be disqualified.

b. Bidders Request for Clarification

Bidders should seek clarification as soon as possible. Any explanation desired by a bidder regarding the meaning or interpretation of this RFP, specifications etc., must be requested in writing (facsimile or email) to the Contracting Officer and/or Contracting Specialist. The Contracting Officer must receive clarification requests by **06 Sept 2018**. It is the Contracting Officer's exclusive right to deny or grant an extension of the closing date.

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Information given to a bidder will be furnished to all prospective bidders, by way of a clarification to the RFP. Oral explanations or instructions will not be binding unless confirmed in writing by the Contracting Officer and/or Contracting Specialist.

A Bidders Walkthrough Site Survey at JWC will be arranged at the JWC premises at Jåttå, Stavanger on **30 August 2018 at 09:30 AM**.

The conference will offer the possibility to observe the canteen facilities as well as provide the possibilities to ask questions directly to key personnel.

Bidders are kindly requested to provide **Full Name and Date of Birth (DD/MM/YYYY)** of those participating to the JWC POC not later than **25 August 2018**.

c. Point of Contact

Mr Kjetil Sand, Contracting Officer

Tel: +47 52 87 92 90

E-mail address: kjetil.sand@jwc.nato.int

MSgt Julie Hansen, Contracting Superintendent

Tel: +47 52 87 92 94

E-mail address: julie.hansen@jwc.nato.int

All correspondence is to be forwarded to group email box: pcs@jwc.nato.int

Joint Warfare Centre
BUDFIN – Purchasing and Contracting Branch
ATTN: Kjetil Sand/ Julie Hansen
P.O. Box 8080
Gamle Eikesetveien 29
N-4068 Stavanger
Norway

ANNEXES:

PART I Annex A-0 Bid Submission Form

PART I Annex A-1 Compliance Statement IFIB-ACT-JWC-18-45

PART I Annex A-2 Certificate of Legal Name of Bidder IFIB-ACT-JWC-18-45

PART I Annex A-3 Certificate of Independent Determination IFIB-ACT-JWC-18-45

PART I Annex A-4 Certificate of Bid Validity IFIB-ACT-JWC-18-45

PART I Annex A-5 Certificate of Exclusion of Taxes and Charges IFIB-ACT-JWC-18-45

PART I Annex A-6 Certificate of Authorization to Perform IFIB-ACT-JWC-18-45

PART I Annex A-7 Walk-through Site Survey IFIB-ACT-JWC-18-45

PART I Annex B-3 Past Performance IFIB-ACT-JWC-18-45

PART I Annex C-1 Financial Proposal IFIB-ACT-JWC-18-45

All Annexes located in Separate PDF file

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PART II

SECTION A - GENERAL TERMS AND CONDITIONS

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(CONTRACT NO.: ACT-JWC-18-C-0XX)

JWC CANTEEN SERVICES

Part 1 Order of Precedence

Part 2 Definitions

Part 3 Authorization to Perform

Part 4 Supplier's Status and Authorizations

Part 5 Assignment and Sub-Contracting

Part 6 Guarantees of the Supplier

Part 7 Service and Parts Availability

Part 8 Notice of Shipment

Part 9 Security

Part 10 Acceptance

Part 11 Ownership

Part 12 Warranty

Part 13 Export Control

Part 14 JWC Regulations

Part 15 Supplier Notice Regarding Delay

Part 16 Notice of Assistance with Respect to Patent and Copyright Infringement

Part 17 Intellectual Property

Part 18 Software Releases and Updates

Part 19 Quality Assurance and Control; Audit

Part 20 Quality Improvement

Part 21 Health, Safety and Incident Prevention

Part 22 Penalties

Part 23 Delay not Attributable to the Supplier

Part 24 Indemnity

Part 25 Termination

Part 26 Corruption and Illicit Gratuities

Part 27 Insurance

Part 28 Taxes and Customs Charges

Part 29 Purchase Orders

Part 30 Invoices and Payments

Part 31 Withholding of Payment

Part 32 Currency and Exchange Rates

Part 33 Confidentiality

Part 34 Code of Conduct

Part 35 Contract Administration and Amendments

Part 36 Publicity and Public Relations

Part 37 Preferred Customer

Part 38 Language

Part 39 Enforcement

Part 40 Force Majeure

Part 41 Disputes

Part 42 Applicable Law

Part 43 Jurisdiction

Part 44 Entire Agreement

Part 45 Privileges and Immunities

Part 46 Miscellaneous

Part 47 Non-Displacement of Qualified Workers (*Specific Term for this contract*)

PART II GENERAL PROVISIONS

1. ORDER OF PRECEDENCE

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

- 1st Purchase Order Terms
- 2nd General Provisions (Part II)
- 3rd The Statement of Work (Part III)
- 4th The formal Bid or Proposal accepted by JWC

2. DEFINITIONS

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

- a. "JWC" means the Joint Warfare Centre. Joint Warfare Centre (JWC) is set up by the North Atlantic Council under Article 14 of the Protocol on the Status of International Military Headquarters, 1952), (Paris Protocol).
- b. "Contracting Officer" means the person executing and managing this contract on behalf of JWC.
- c. "Contract" means the contractual instrument (purchase order or written agreement) to which these General Rules and Conditions apply.
- d. "NATO" means the North Atlantic Treaty Organisation.
- e. "Supplier" means a party that supplies Goods or Services.
- f. "Day" means any calendar day.
- g. "COR/COTR" means the Contracting Officer's Representative.
- h. "Force Majeure" means an event or effect that can be neither anticipated nor controlled, provided that such event or effect is not attributable to the fault or negligence of the Supplier and cannot be prevented by it. The term includes both acts of nature (e.g., floods and hurricanes) and acts of people (e.g. riots and wars). Neither strike nor labour stoppages by the Supplier's workforce nor civil unrest shall constitute Force Majeure.
- i. "Goods" means any and all of the products to be supplied by the Supplier to the JWC under the Contract, including any replacement

parts furnished pursuant to a warranty or otherwise, regardless of whether the price(s) for such Good(s) is or are separately indicated.

- j. "Sub-Contractor" means a Third Party who has entered into an agreement with the Supplier for the provision of Supply under this Contract.
- k. "Subcontract" means, except as otherwise provided in this Contract, any agreement or contract made by the Supplier with any other party in fulfillment of any part of this Contract, and any agreement, contract or subcontract hereunder.
- l. "Work" means all work which the Supplier shall perform or cause to be performed under this Contract.
- m. "Supplies" means the Services and the Goods identified in the Contract.
- n. "Services" means any and all services to be provided by the Supplier to the JWC under the Contract, including but not limited to applicable consultancy, report, design work, creation or licensing of intellectual property, training, installation, maintenance, repair or other after-sales service.

3. AUTHORIZATION TO PERFORM

- a. The Supplier warrants that:
 - (1) it and its Sub-Contractors, if any, have been duly authorized to provide the required services and to do business in Norway;
 - (2) it and its Sub-Contractors, if any, have obtained or will obtain all necessary licenses and permits required in connection with the Contract;
 - (3) it and its Sub-Contractors, if any, will fully comply with all the laws, decrees, labor standards and regulations of Norway during the performance of the Contract; and
 - (4) attainment of any license, permit or authorization that is required for provision of the Supplies shall be sole obligation of the Supplier.
 - (5) In line with these contractual terms and conditions, the Supplier must provide the details/paperwork of your corporate registration in Norway. The required documentation must be provided at your earliest opportunity but not later than **01-OCTOBER-2018**.

4. SUPPLIER'S STATUS AND AUTHORIZATIONS

- a. The Supplier, its personnel and Sub-Contractors, if any, shall not be considered in any respect as being employees, organs or agents of the JWC or NATO. Nothing in this Contract shall be construed as creating a partnership or joint venture of any kind. Neither Party shall be authorized to bind the other Party legally, financially or otherwise except as explicitly indicated in the Contract.
- b. No NATO privileges or immunities will be granted to Suppliers or its personnel. The SUPPLIER's personnel cannot become members of NATO MWA funded activities, e.g. Jatta Community Club, JWC Friendship Club, or the Sports Clubs.
- c. The NATO SOFA or Paris Protocol does not apply to the Supplier or sub-contractor, or to their respective personnel. Work permits and residency permissions must be obtained in accordance with Norwegian law where applicable.

5. ASSIGNMENT AND SUB-CONTRACTING

- a. The Supplier shall not assign, transfer, pledge, subcontract or make other disposition of the Contract either in whole or in part except with the express written consent of the JWC and in accordance with the following reservations:
 - a. any modifications, including changes, additions or deletions and instructions under this Contract shall not be binding unless agreed in writing by the Contracting Officer.
 - b. Sub-Contractors' personnel shall be nationals of NATO member States, unless specifically authorized by the Contracting Officer.
 - c. the Supplier shall determine that any Sub-Contractor proposed by him for the furnishing of Supplies which shall involve access to classified information in the Supplier'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.
 - d. the Supplier shall be fully responsible for its Sub-Contractors and in any Subcontract shall bind the Sub-Contractor by the same terms and conditions by which the Supplier is bound under the Contract. Any subcontracting shall not relieve the Supplier from any liability or obligation under the Contract.

6. GUARANTEES OF THE SUPPLIER

- a. The Supplier declares that the Supplies:

- (1) are of the quality(ies), quantity(ies) and description(s) required by, and conform to the terms or reference or technical specification of the Contract;
- (2) fully comply with applicable laws, directives, rules and regulations; and
- (3) are free from any right or claim of a third party, including rights based on industrial or intellectual property.

b. The Supplier further declares that:

- (1) it is competent to perform the Services; and
- (2) it has necessary associated capacities and qualifications, including knowledge, certifications, skills and personnel.

7. SERVICE AND PARTS AVAILABILITY

Unless as specified otherwise in the Technical Specifications, the Supplier 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.

8. NOTICE OF SHIPMENT

a. At the time of delivery of any Supplies to a carrier for transportation, the Supplier 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 Supplier at least one (1) working day prior to such delivery to a carrier, the Supplier 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 Supplier (if applicable).

9. SECURITY

- a. The Supplier shall comply with all security requirements prescribed by the JWC and the National Security Authority or designated security agency of each NATO country in which the Contract is performed.
- b. The Supplier 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 Norwegian 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.
- 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 Article 22 below.

10. 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 negligence amounting to fraud, or otherwise stated in the Contract. The formal Acceptance will take place when the following requirements have been met:
 - (1) availability at final destination of all Supplies;
 - (2) successful completion of acceptance testing;
 - (3) verification of the inventory;
 - (4) satisfactory completion of all training or other services, if any, required by that date; and
 - (5) agreement between the JWC and the Supplier 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 JWC may declare the acceptance provisional. In this case the JWC is authorized to 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.

11. OWNERSHIP

Unless specified elsewhere in this Contract, title to Supplies furnished under this Contract shall pass to the JWC upon Acceptance, regardless of when or where the JWC takes physical possession.

12. WARRANTY

- a. The Supplier issues a warranty on the product for a period of 24 (twenty-four) months (warranty period), from the date of Delivery and Acceptance, certifying that the product fulfils the agreed standards. Under the warranty the Supplier is obliged to repair or put into working order any fault or defect at Supplier's own expense, no matter when JWC – within the warranty period notifies Supplier of the fault or defect.
- b. The provisions of this Article are equally applicable to any item replaced or repaired under warranty.
- c. The Supplier is liable for any and all faults or defects depreciating value or affecting the usability of the Supplies and depreciating or compromising the standards as defined in the Contract, or by Norwegian Law.
- d. The warranty applies to all faults or defects as described in this paragraph, and reported by the JWC before the expiration of the warranty period. The procedure shall be as follows:
 - (1) JWC is obliged to notify the Supplier in writing, of any fault or defect no later than 7 (seven) days after the JWC has identified or discovered the fault or defect.
 - (2) In case the Supplier is unable to replace or repair faults or defects occurring within the warranty period, the JWC 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 Supplies;
 - If the fault or defect affects the general usability of the Supplies, set aside and declare the Contract void and subject to compensation, or request another Supplier to do the remaining and necessary works at Supplier's expense.
 - (3) Repairing of the defect should be reported in a protocol.
 - (4) 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.
 - (5) Failure to agree upon any determination to be made under this Article shall be a dispute concerning a question of fact within the meaning of the "Disputes" Article of this Contract.
 - (6) The rights and remedies of the JWC provided in this Article are in addition to and do not limit any rights afforded to the JWC by any other Article of the Contract.

- (7) The warranty period shall be extended by a period equal to the time taken by the Supplier to repair or replace the item (Supplies) under warranty.

13. EXPORT CONTROL

The Supplier warrants that, if applicable all necessary permits related to export control or other associated arrangements shall be valid prior to contract award. Should the Supplier require export pre-approval the JWC Legal Office will be provided a preview of said Suppliers request PRIOR to the Supplier submission to a Government entity. Upon validation of request by the JWC Legal Office, subject agreement or request may be submitted to appropriate authority.

14. JWC REGULATIONS

The Supplier shall comply with the applicable provisions of JWC regulations and Directives as communicated to it by the Contracting Officer.

15. SUPPLIER NOTICE REGARDING DELAY

In the event the Supplier 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 the JWC of any delivery schedule or date, or of any rights or remedies provided by law or under this Contract.

16. NOTICE OF ASSISTANCE WITH RESPECT TO PATENT AND COPYRIGHT INFRINGEMENT

- a. The Supplier 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 Supplier has knowledge.
- b. In the event of any claim or suit against the JWC on account of any alleged patent or copyright infringement arising out of the performance of this Contract or out of the use of any Supplies furnished or Work or Services performed hereunder, the Supplier shall furnish, free of charge, to the JWC, when requested by the Contracting Officer, all evidence and information in possession of the Supplier pertaining to such suit or claim.
- c. This Article shall be included in all Sub-Contracts.

17. INTELLECTUAL PROPERTY

a. Unless the Supplier has advised the JWC before the acceptance of the Contract on existing third parties or Supplier's rights arising otherwise than by virtue of this Contract, and with due regard to national security regulations, all rights in the results of work undertaken by, or on behalf of, the JWC for the purpose of this Contract, including:

- (1) any technical data specifications, report, drawings, computer software data, computer programs, computer databases, 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, documentation including software documentation;
- (2) design data, specifications, instructions, test procedures;
- (3) training material produced or acquired in the course of such work without prejudice to the residual rights of the Supplier to use the same or similar materials on future occasions in connection with work carried out for the JWC;
- (4) Plans, drawings, manuals or instructional materials prepared or required to be delivered under this Contract for implementation management, installation, operation, maintenance and training purposes; and
- (5) in particular, all rights, including copyright therein,

will vest in and be the sole and exclusive property of the JWC.

b. Technical data and software delivered under this Contract shall be marked with the number of this Contract, name of the Supplier and the rights transferred to JWC.

18. 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 Supplier shall for duration of minimum five (5) years after Acceptance, and upon their availability, offer to the JWC 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.

19. QUALITY ASSURANCE AND CONTROL; AUDIT

a. The Supplier shall have established a quality assurance system based on ISO 9000 Standards as applicable to the work, describing in which manner the Supplier will secure that the work will satisfy all quality requirements. Such system shall be subject to JWC's review and the

JWC has the right to audit the Supplier's quality assurance system at any time during the term of the Contract.

- b. The Supplier shall, during the execution of the Work, perform such control as necessary to ensure that the Work is performed in accordance with the quality requirements of the Contract and that adequate documentation verifying such control is provided to the JWC in a timely manner.
- c. The JWC shall have a right to monitor the Work continually during the term of the Contract to ensure that the Supplier is fulfilling the contractual obligations. The monitoring will be carried out by performing quality inspections and assessments to determine whether the Supplier is meeting necessary quantity and quality requirements. The Supplier shall make its facilities accessible for inspection.
- d. As a part of the quality assurance system the Supplier may be required to issue a Status Report on a regular basis. Typically such Report should contain the following:
 - (1) Summary of work completed in the reporting period, including work days used;
 - (2) Current and/or anticipated problems/deficiencies, if any;
 - (3) Closing date(s) for open issues, if any;
 - (4) Comments/Queries.
- e. JWC reserves the right to inspect any facilities required by the Supplier or to fulfil the obligations of this Contract, at any time.
- f. The JWC audit personnel or any person designated by the Contracting Officer shall have the right to inspect or audit the Supplier's account books and to make such inspections or audits as may be considered necessary to verify and ensure strict compliance with all provisions of this Contract and with the applicable JWC Directives.
- g. The Supplier agrees that the JWC or any of its duly authorized representatives shall, until the expiration of 5 (five) years after final payment under this Contract, have access to and the right to examine any pertinent books, documents, papers, and records of the Supplier involving transactions related to this Contract. The Supplier further agrees to include in all his Sub-Contractor(s) hereunder a provision substantially set for in this paragraph.

20. QUALITY IMPROVEMENT

- a. If the quality inspections and assessments show a need for improvement the Supplier shall submit an action plan to the Contracting Officer. The plan shall contain information on how the Supplier will solve the issues and a time schedule for implementation of the improvements. The plan must be approved by the Contracting Officer in writing.

- b. The Supplier shall keep up with developments in its professional field and, subject to the written approval of the Contracting Officer, make changes to improve and develop the services provided to the JWC.

21. HEALTH, SAFETY AND INCIDENT PREVENTION

The Supplier is obligated to ensure that personnel working inside the JWC areas are working in accordance with applicable national or local laws, codes and/or regulations as well as JWC Directives and Standard Operating Procedures (SOPs). If the Contracting Officer notifies the Supplier in writing of any non-compliance in the performance of this Contract, with safety and health rules and requirements and the Supplier fails to take immediate corrective actions, the Contracting Officer may order the Supplier to stop all or part of the Work until satisfactory corrective action has been taken. Such order to stop Work shall not entitle the Supplier to an adjustment of the price or other reimbursement for resulting increased costs, or to adjustments of the delivery or performance schedule.

22. PENALTIES

If, JWC impose penalties on the Supplier, such penalties shall amount to 0.5% (zero point five percent) of the total contract price for each Day following the delivery date(s) specified in the Contract, not to exceed 10% (ten percent) of the total contract price. The penalties for the delay may be deducted by the JWC from any sum(s) due, or to become due, to the Supplier.

23. DELAY NOT ATTRIBUTABLE TO THE SUPPLIER

If at any time the Supplier is delayed in providing the Supplies or in fulfilling any other obligation under the Contract due to any cause beyond the Supplier's reasonable control, including but not limited to Force Majeure, the Contracting Officer may, by written notice, extend the delivery date(s) or fulfilment of any other obligation for such period of time as the JWC grants at its sole discretion.

24. INDEMNITY

The Supplier shall indemnify and hold the JWC and its personnel, agents and employees harmless from any and all claims, suits, demands, liabilities, damages, losses and expenses of any nature or kind arising from:

- (1) any personal injury or damage of any property arising out of or in any way connected with any act or omission by the Supplier and/or the Contractors in the provision of services under the Contract, unless it is caused from negligence on the part of the JWC and/or JWC's personnel;
- (2) any taxes or other payments owed by the Supplier and/or the Contractors to any governmental agency as a result of any services

provided hereunder, and any compensation owed to any employee of the Supplier for services provided hereunder;

(3) any claim by any third party that the Supplies, the Work or materials provided hereunder infringes a copyright, patent, trade secret or other intellectual property right of such third party;

(4) acts or omissions of the Supplier or its employees, agents and Sub-Contractors in the performance of the Contract.

25. TERMINATION

25.1. TERMINATION FOR CONVENIENCE

- a. The Contracting Officer reserves the right to terminate this Contract, or any part hereof, for its sole convenience by serving a 30 (thirty) Day written notice to the Supplier.
- b. In the event of such termination, the Supplier shall immediately stop all Work hereunder and shall immediately cause any and all of its suppliers and Sub-Contractors to cease work.
- c. Subject to the terms of this Contract, the Supplier 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 Supplier can demonstrate to the satisfaction of the JWC using its standard record keeping system have resulted from the termination, but in no case shall the total amount of payment to the Supplier exceed the agreed Contract price.
- d. The Supplier shall have no claim for damages, compensation, loss of profit or otherwise except as provided in this Article.
- e. The Supplier shall continue the performance of this Contract to the extent not terminated under the provision of this Article.

25.2. TERMINATION FOR DEFAULT

- a. The Contracting Officer may, subject to the provisions of paragraph c. below, by written notice of default to the Supplier, terminate the whole or any part of this Contract in any one of the following circumstances:
 - i. If the Supplier fails to make delivery of the Supplies or to perform the Work within the time specified herein or any extension thereof; or
 - ii. If the Supplier fails to perform or comply with any or all 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 10 (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 the JWC terminates this Contract in whole or in part as provided in paragraph a, of this Article, the JWC may impose penalties in accordance with Article 22 of this General Terms and Conditions. The JWC may also procure Supplies or Work similar to those so terminated and the Supplier shall be liable to the JWC for any excess costs for such similar Supplies or Work. The Supplier shall continue the performance of this Contract to the extent not terminated under the provisions of this Article.
- c. If this Contract is partly terminated as provided in paragraph a. of this Article, the JWC, in addition to any other rights provided in the Article, may require the Supplier to transfer the ownership and deliver to the JWC 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 Supplier has specifically produced or specifically acquired for the performance of such part of this Contract as has been terminated; and the Supplier shall, upon direction of the Contracting Officer, protect and preserve property in the possession of the Supplier in which the JWC has an interest. Payment for completed Supplies delivered to and accepted by the JWC shall be at the contract price. Payment for manufacturing materials delivered to and accepted by the JWC and for the protection and preservation of property shall be in an amount agreed upon by the Supplier and the Contracting Officer; failure to agree such amount shall be a dispute concerning a question of fact within the meaning of the Article of this Contract entitled "Dispute". The JWC may withhold in accordance with Norwegian law from amounts otherwise due the Supplier for such completed Supplies or manufacturing materials such sum as the Contracting Officer determines to be necessary to protect the JWC against loss.
- d. If, after notice of termination of this Contract under the provisions of this Article, it is determined for any reason that the Supplier was not in default under the provisions of this Article, or that the default was excusable under the provisions of this Article, the rights and obligations of the parties shall be the same as if the notice of termination had been issued pursuant to such Article.,
- e. 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.

25.3. TERMINATION FOR INSOLVENCY, BANKRUPTCY, ETC.; NOTICE

- a. Should the Supplier become insolvent or should control of the Supplier change by virtue of insolvency, the Contracting Officer may with immediate effect and without prejudice to any other right or remedy available to it, suspend performance or the Supplier's obligations or terminate the Contract with immediate effect, by providing the Supplier with written notice thereof.
- b. Should the Supplier be adjudged bankrupt, or should the Supplier make a general assignment for the benefit of its creditors, or should a receiver be appointed on account of the Supplier's insolvency, the Contracting Officer may, without prejudice to any other right or remedy available to it, terminate the Contract with immediate effect providing the Supplier with written notice thereof.
- c. The Supplier shall immediately give written notice to the Contracting Officer of the occurrence of any circumstance known or likely to alter materially the Supplier's legal or financial status, including but not limited to actual or pending liquidation, reorganization, change of ownership, insolvency or bankruptcy.

26. CORRUPTION AND ILLICIT GRATUITIES

- a. The Supplier certifies that neither it nor its agents, employees or representatives have offered or given any gratuity whatsoever to any JWC personnel, with a view to securing a Contract or favorable treatment with regard to the award, modification or execution of this Contract.
- b. The Contracting Officer may, by registered letter, terminate this Contract without notice if it is found, after an investigation instituted by the JWC, that gratuities (in the form of entertainment, gifts or others) were offered or given by the Supplier, its agents, employees or representatives to JWC personnel with respect to the award of this Contract or to the taking of any decision regarding its executions.

27. INSURANCE

The Supplier shall be responsible for holding any required insurances under Norwegian Law at own cost.

28. TAXES AND CUSTOMS CHARGES

Specifically, under Article 14, paragraph 14-2, sub-item g) (1) of the Supplementary Agreement between the Kingdom of Norway and Headquarters Allied Command Transformation and Supreme

Headquarters Allied Powers Europe, the Supplier, acting on behalf of the JWC, is granted tax exemption on sales under this Contract.

29. PURCHASE ORDERS

- a. JWC Purchase Order(s), if any, shall form an implemented part of this Contract. All Purchase Orders must be confirmed in writing by the Supplier. Purchase Order confirmations stating the agreed price and delivery date shall be sent to the JWC within 2 (two) days from the Purchase Order.
- b. All JWC's Purchase Orders contains an eight-digit Purchase Order number and are duly signed by the JWC's Contracting Officer. Purchase Orders which does not contain a Purchase Order Number and/or the Contracting Officer's signature shall be refused by the Supplier and promptly notified to the JWC.

30. INVOICES & PAYMENTS

- a. In order for the JWC to make timely payment, the Supplier will provide an original invoice, which must be exclusive of VAT and all other taxes (Article VIII of Paris Protocol, dated 28 August 1952, applies).
- b. Note; the text above is not applicable to Norwegian companies. Norwegian companies must explicitly define VAT in each invoice.
- c. All invoices must contain:
 - (1) Name and address of the Supplier
 - (2) Invoice Date and Number
 - (3) Description, quantity, unit of measure, unit price of the items delivered
 - (4) All relevant Banking Details including SWIFT- and/or IBAN-code
 - (5) Relevant Purchase Order number and Purchase Order or Contract line item number
 - (6) Name, title and contact details of person to be notified of any matters related to the subject invoice
- d. Invoices are to be submitted to:

MAIL

**Joint Warfare Centre
BUDFIN, P&C Section
PO Box 8080
N-4068 Stavanger**

EMAIL

**Send your invoice(s) to: jwcinvoice@jwc.nato.int
The invoice needs to be one document, all pages in one file.
Use pdf. files only**

Please ensure your invoice includes:

- 1) Purchase Order (PO) Number**
 - 2) PO Amount**
 - 3) PO Description**
 - 4) Invoice Date**
 - 5) Bank Info**
- e. Standard terms of payment are 30 (thirty) days net upon completion of service and the JWC receipt of invoice. All invoices must be accompanied by supporting documents. Invoice-fees and/or any other administration charges or fees will not be accepted.
- f. Payment for any Supplies by the JWC shall not be deemed an Acceptance thereof.
- g. Electronic Fund Transfer is the prescribed method of payment for the JWC. All Suppliers to the JWC must complete and submit a Supplier Registration Form which can be found at www.jwc.nato.int.

31. WITHOLDING OF PAYMENT

Without prejudice to any other right or remedy the JWC may have, the JWC may withhold any payment or part(s) thereof to the Supplier to the extent necessary to protect the JWC from loss under the Contract on account of any breach or default by the Supplier. Any such withholding by the JWC shall not affect the Supplier's obligation to continue performance under this Contract. The JWC shall inform the Supplier in writing of its intent to withhold payment. No interest shall accrue on payments withheld by the JWC in accordance with this Article.

32. CURRENCY AND EXCHANGE RATES

- a. Unless otherwise stipulated in the Contract or required by applicable law, each payment shall:
- (1) be made in Norwegian Kroner (NOK); or
 - (2) if transferred on a currency other than NOK, be calculated in accordance with the weekly NATO exchange rate then in effect; and
 - (3) be transferred to the bank account belonging to the Supplier which is accepted by the JWC.
- b. The Supplier shall bear all costs, fees and commissions that its bank imposes on any payment made by bank transfer.

33. CONFIDENTIALITY

The Supplier shall keep confidential any information obtained under or in connection with the Contract and shall not divulge the same to any third party without the prior written consent by the JWC. The provisions of this Article shall continue in force notwithstanding the completion, expiration, cancellation or termination of this Contract.

34. CODE OF CONDUCT

The Supplier recognizes and agrees that the employees shall conduct themselves in a manner suitable for the purpose of the Contract and in accordance with the NATO Code of Conduct as well as with the JWC's Standard of Personnel Conduct. These can be made available upon request.

35. CONTRACT ADMINISTRATION AND AMENDMENTS

- a. All notices and communications between the Supplier and the JWC shall be written in English and may be personally delivered, emailed to the following address:

JOINT WARFARE CENTRE
BUDFIN, Purchasing & Contracting Branch
P.O. Box 8080
N-4068 Stavanger
Norway
e-mail: pcs@jwc.nato.int

Or, to any address otherwise designated in writing.

- b. Any official discussion/negotiation between the Supplier and the JWC Representatives shall be recorded in Minutes, which shall be signed by authorised representatives of both the Supplier and the JWC. All

minutes are considered to be a summary record of discussions and specific actions to be undertaken by the Parties as a result of meetings.

- c. No modification, amendment or change to the Contract, or waiver of any its provisions, or any additional contractual relationship with the Supplier shall be valid unless approved in the form of a written amendment to the Contract, signed by a duly authorized representative of each Party.
- d. Unless otherwise specified in the Contract, a change to the person(s) acting as a Party's contractual or technical focal point(s) does not require a formal amendment, and may be affected by a means of a written notification.

36. PUBLICITY AND PUBLIC RELATIONS

Unless authorized in writing by the Contracting Officer, the Supplier shall not advertise or otherwise make public for the purpose of commercial advantage the fact that it is a contractor to the JWC, or use the name, emblem, logo, official seal or any abbreviation of the JWC. This obligation shall survive the completion, expiration, cancellation or termination of the Contract.

37. PREFERRED CUSTOMER

The Supplier warrants that the prices set forth in this contract are as favourable as those extended to any Government, Agency, Supplier, etc. In the event the Supplier offers services to other customers at prices lower than those set forth herein, the Supplier shall so notify the JWC and the prices of such items shall be correspondingly reduced by a modification to this contract.

38. LANGUAGE

The Contract has only been issued in the English language.

39. 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.

40. FORCE MAJEURE

Neither of the Parties hereto shall be considered in default in the performance of its obligations to the extent that it proves that such performance has been prevented by a Force Majeure situation; such as, but not limited to, fire, war floods, strikes, etc. The party affected by a Force Majeure shall immediately notify the other party.

41. DISPUTES

- a. Both parties are under duty of good faith. The contract includes not only the specific terms, but also Norwegian law and customary practice to the type of trade to which the contract relates.
- b. All disputes arising out of the performance of this Contract will be settled through amicable settlement between the Contracting Officer and the Supplier.
- c. Should the Contracting Officer and the Supplier fail to reach an amicable settlement of the dispute; the dispute will be settled in the competent Court of Norway, unless otherwise specified in this Contract.

42. APPLICABLE LAW

This contract shall be governed, interpreted and construed in accordance with the laws of the Kingdom of Norway. When performing at NATO Installations the Supplier and his personnel (including also the Sub-Contractor's personnel, if any) shall comply with all applicable laws of the host nation and all relevant official NATO and local installation Directives.

43. JURISDICTION

The Supplier and the JWC accept the city courts of Stavanger, Norway as the legal venue for any disputes that may arise and that cannot be settled by mutual agreement between the Parties.

44. 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. The JWC 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 Supplier in any correspondence or any document unless the JWC specifically agrees to such provision in a written instrument signed by an authorized representative of the JWC.

45. PRIVILEGES AND IMMUNITIES

Nothing in or relating to the Contract shall be deemed, or interpreted as, a waiver of the privileges and immunities enjoyed by the JWC.

46. MISCELLANEOUS

- a. By the signing this Contract, the Supplier and all other involved parties that may have an impact on this agreement, have read and understood the contents of the agreement.
- b. It is hereby stated that the Supplier and/or the Supplier's Sub-Contractor(s) and/or the Supplier's personnel are not involved in any other business relationships that may have instant or foreseeable future negative impact on the Contract.
- c. Delivery of Supplies pursuant to the Contract, even if not signed, denotes full and formal acceptance by the Supplier of the Contract and its General Terms and Conditions.

47. NONDISPLACEMENT OF QUALIFIED WORKERS

- a. When a service contract succeeds a contract for performance of the same or similar services, at the same location, the successor contractor and its subcontractors are required to offer those service employees that are employed under the predecessor contract, and whose employment will be terminated as a result of the award of the successor contract, a first right of refusal of employment under the contract in positions for which they are qualified.
- b. A job offer made by a successor contractor must be a bona fide express offer of employment on the contract. An offer of employment will be presumed to be bona fide even if it is not for a position similar to the one the employee previously held, but is one for which the employee is qualified, and even if it is subject to different employment terms and conditions, including changes to pay or benefits.
- c. A successor contractor and its subcontractors may employ fewer service employees than the predecessor contractor employed in connection with performance of the work. Thus, the successor contractor need not offer employment on the contract to all service employees on the predecessor contract, but must offer employment only to the number of eligible service employees the successor contractor believes necessary to meet its anticipated staffing pattern.

PART III - SECTION A – CONTRACT MANAGEMENT DATA

IFB-ACT-JWC-18-45

(CONTRACT NO.: ACT-JWC-18-C-0XX)

CANTEEN SERVICES

Part 1 Effective Date and Duration

Part 2 Remuneration and Prices

Part 3 Points of Contacts

1. EFFECTIVE DATE AND DURATION

The duration of this Contract is from

Base Year **01-JAN-2019 THROUGH 31-DEC-2019**
(Option Year 1) **01-JAN-2020 THROUGH 31-DEC-2020**
(Option Year 2) **01-JAN-2021 THROUGH 31-DEC-2021**
(Option Year 3) **01-JAN-2022 THROUGH 31-DEC-2022**
(Option Year 4) **01-JAN-2023 THROUGH 31-DEC-2023**

2. REMUNERATION AND PRICES

All prices are firm fixed and shall be in accordance with **Bidding Instruction Bid Form Annex C-1**. All prices are in **NOK** and exclusive of Value Added Tax (VAT).

3. POINTS OF CONTACTS

The SUPPLIER shall direct all inquiries, notices and communications regarding this Contract to the Contracting Officer, which may be personally delivered, mailed, or copied, to the following address:

Joint Warfare Centre,
Purchasing & Contracting Branch
P.O. Box 8080, 4068 Stavanger

The JWC POCs are:

Mr Kjetil Sand, Contracting Officer
Tel: +47 52 87 92 90
E-mail address: kjetil.sand@jwc.nato.int

MSgt Julie Hansen, Contracting Superintendent
Tel: +47 52 87 92 94
E-mail address: julie.hansen@jwc.nato.int

The SUPPLIER's POC is:

PART III - SECTION B – STATEMENT OF WORK

IFB-ACT-JWC-18-45

(CONTRACT NO.: ACT-JWC-18-C-0XX)

CANTEEN SERVICES

Part 1 Introduction and General Information

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Part 10 Supplier Reporting

Part 11 Occupational Health and Safety, Fire Protection

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Annexes

1. INTRODUCTION AND GENERAL INFORMATION.

- a. The JWC canteen facilities are in general open to all individuals exercising and serving at the Centre. They are also available for special arrangements, such as VIP visits, both during and, subject to prior agreement, outside working hours.
- b. The operation of the JWC canteen facilities is a very important element in the delivery of events and exercises. Additionally, it is a significant contribution to the daily welfare of both the JWC staff and visitors. Hence, the operation must provide a suitable range of products of good quality while at the same time operating in accordance with Norwegian Health, Environment and Safety Standards as a minimum.

2. JWC CANTEEN SERVICES BACKGROUND

- a. JWC is a military training centre for NATO and Partner forces that conducts joint training onsite. JWC Canteen Services operate in support of the JWC and its official activities. In addition to providing daily feeding activities, the Canteen is used by the staff for international social and team building functions in a relaxed environment and a socially positive atmosphere.

3. CANTEEN SERVICES OPERATION

a. SERVICE AREAS

The service shall be provided mainly in the following service areas:

- (1) The Level 5 Canteen including kitchen and dining area
- (2) The Level 2 Canteen including dining area
- (3) The VIP dining room (The Norfolk Room)
- (4) Other rooms as requested

b. CAPACITY OF THE DINING FACILITY

The Level 5 Canteen is the main dining room for routine operations and support of smaller events. Depending on the number of external event participants, typically more than 150, the Level 2 Canteen will have to be opened.

- (1) The Level 5 Canteen has a capacity of 280 seats and feeding capacity of up to 945 PAX in shifts over a period

of 3 hours.

(2) The Level 2 Canteen has a capacity of 180 seats and a feeding capacity of up to 600 in shifts over a period of 3 hours.

(3) The VIP dining room has a capacity of 12 seats.

c. CUSTOMERS

(1) Approximately 300 regular staff members work at the JWC compound.

(2) Approximately 3000 events participants, visitors and conference members are fed in the JWC Facility each year.

d. VOLUME OF ACTIVITY

(1) The estimated number of annual opening days is between 220 and 240.

(2) In 2017, approximately 50,000 lunches and 20,000 dinners were sold. 60-70 VIP lunches were arranged and there were 5-6 special events where over 100 people attended. The majority of VIP events were less than 15 people.

(3) Examples of events are listed below:

Event	Approx Length	Estimated External Pax	Weekend Meals Required
Event 1	1 week	50	No
Event 2	1 week	20	No
Event 3	2 weeks	250	Yes, all meals
Event 4	3 weeks	700	Yes, all meals
Event 5	1 week	50	No
Event 6	1 week	150	No
Event 7	2 weeks	300	Yes, all meals
Event 8	1 week	100	No
Event 9	1 week	10	No
Event 10	1 week	500	No

(4) Since it is an individual decision to have lunch or dinner at JWC, the above mentioned numbers of participants and days were not equal to the number of meals served.

(5) JWC cannot guarantee a similar volume of activities during the execution of this contract. However, this should give perspective bidders a broad range of the quantity and volume of possible event types at JWC.

e. OPENING HOURS

(1) Routine operations:

[a] Monday through Friday: 09:00 am - 14:00 pm

[b] The opening and service hours of JWC Dining Facility shall be established to satisfy the needs and availability of the different segments of the JWC community and in facilitation of JWC activities and shall be adjusted on the principle of contractual flexibility in order to ensure that all activities are fully supported.

(2) Operations in support of events:

[a] Operations in support of events are in addition to maintaining normal routine. They are coordinated in advance, but not later than 14 days prior to the event.

[b] Typical extension of hours requests usually range from 10:30 am – 14:30 pm for lunch and 17:00 pm – 20:00 for dinner services. This will depend on the requirements battle rhythm and participant count.

[c] The Canteen has to support (training) events/exercises to include 24 hours feeding, 7 days per week if requested irrespective of the number of guests.

(3) The JWC Canteen services are expected to stay open throughout the year. However, during staff holidays (e.g. Christmas Leave) closing and/or reduced opening time shall be determined on a case by case basis.

f. LOCATION

(1) The service shall be provided mainly at the Joint Warfare Centre, Eikesetveien 29 N-4068 Stavanger Norway.

g. OPERATIONS

(1) Routine Operations for JWC Canteen Level 5

[a] Daily Lunch Menu

i. The Supplier shall develop a menu of the day style lunch which shall rotate on daily basis, but may be repeated after 2 weeks. The menu shall include customer's choice of:

1. Minimum two main dishes, either meat (beef, lamb, pork or chicken or fish) dish (150 g) or vegetarian option (150 g) with starch (200 g) or pasta (350 g). It should also include a complementary vegetable (150 g).
 2. Salad Bar with a daily minimum of 8 toppings and 3 dressings.
 3. Minimum one soup (350 ml).
 4. Minimum one dessert
- ii. The supplier shall provide packing of meals “to go” upon customer request.

[b] Individually Priced Items

- i. The Supplier will make available individually priced items each working day for individual purchase. The menus shall be reviewed every six months to eliminate meals and items that are rarely ordered and replace them with new items.
- ii. Individually priced items on offer (at minimum) shall include: cold sandwiches, slices of fresh bread, yogurt, pastries, beverages (Coffee, Tea, Milk, Soda and Water) and news stand items such as condiment packages, fruit, chocolate bars and sweets.

[c] Meals for Jåttå Guards

- i. The Host Nation have personnel (Enlisted and Officers) working at the Jåttå Location 24 hours day/7 days per week (guard duties). Unless otherwise agreed, one hot meal will be required for the Jåttå Guards during normal working hours. It must be possible to provide the meal on a take-away basis if requested. This should be the same type meal as “Daily - Lunch Menu”.
- ii. The Supplier must be able to facilitate invoicing to the Host Nation Norway on a regular (typically monthly) basis, based on actual consumption of meals.

(2). Operations In Support of Training and VIP Events

[a] Components of Training Events Menus

- i. Lunch Fixed menu shall consist of a choice of two: meat (beef, lamb, pork, chicken or fish)(150 g), or vegetarian dish (150g) , complementary vegetables (150 g) and starch (200 g), salad, fruit and juice (200 ml). If one of the dishes is starch (i.e. a pasta dish of 350 g), soup (350 ml) will be served.
- ii. Lunch 'Pay as you go' menu shall consist of a choice of two: meat or vegetarian option (150 g), complementary vegetables (150 g) and starch (200 g). All other items will be individually priced.
- iii. Dinner Menu Option 1 shall consist of a choice of two: meat or fish (150 g), complementary vegetables (150 g) and starch (200 g), salad, fruit and juice (200 ml). If one of the dishes is starch (i.e. a pasta dish of 350 g), soup (350 ml) will be served.
- iv. Dinner Menu Option 2 shall consist of a plate with a variety of bread or roll, ham and cheese, spread, egg (boiled, scrambled or fried), sausage and salad.

[b] Coffee Corner

- i. The Supplier shall run coffee corners in Level 5 Canteen, Level 2 Canteen and in A-D Block providing access and consumption to coffee, tea and water by training participants
- ii. The provision of coffee and tea (including sugar and milk) shall be made via a flat rate for the day.
- iii. Re-useable Cups will be sold to participants to facilitate coffee corner consumption without the use of paper cups.

[c] Coordination

- i. JWC will coordinate with the responsible NATO Headquarter/ Officer of Primary Responsibility (OPR) about the services to be provided and inform the Supplier.
- ii. JWC shall meet with the Supplier two times prior to the planned event. The first meeting shall be held two weeks before the event, the second shall be held one week before the event. During the meetings the JWC shall inform the Supplier about the planned number of participants to the event.
- iii. The Supplier shall be in charge of issuing the food, maintaining the order in the canteen facilities

and control of the payment of meals.

- iv. JWC will provide personnel responsible for selling (cash and credit card payment) meal tickets during in-processing when exercise meals will be provided.
- v. JWC will provide a forecasted program of major events for the following year by October of each year; this list will be updated on a quarterly basis.
- vi. JWC will provide additional mobile cooling and storage facilities for major events upon request by the Supplier
- vii. Due to operational needs and changes to the program of major JWC events on short notice, the Supplier shall react supportively and flexibly.

(3) VIP and Special Arrangements

[a] During the opening hours as well as outside the specified hours, the Supplier may provide a catering service for the events organized by the JWC Staff. The catering service requirements and the financial arrangements are matters to be agreed between the organizer and the Supplier and not pre-priced as a part of this contract.

1. Examples will however be evaluated as part of the bidding process. See Annex C-1

[b] Supplier must be willing to coordinate and price VIP events ranging from 5 to 100 people through the year.

[c] VIP Set-up Services may be requested to include setting the table, table cloths, JWC plates/crockery, nice knives and forks, clearing away afterwards and in rare occasions serve the VIP guests.

[d] In the case of utilizing the JWC dining areas as part of such arrangement, the Supplier is responsible for the re-instatement of the dining areas.

[e] Examples of VIP events include the following

- i. Standard Coffee/tea break and pastries with VIP set-up
- ii. Norwegian Cold Plate lunch with drinks and VIP set-up to include an assortment of typical Norwegian foods such as but not limited to smoked salmon, shrimps, vegetables, tomatoes, potato salad, drinks and VIP set-up.
- iii. Daily Lunch Menu with drinks and VIP set-up

[f] VIP and Special arrangements are to be agreed in reasonable time (no less than 24 hours and usually more than

72 hours in advance) as to allow the Supplier time to arrange extra staff and purchase extra supplies, if required.

(4) **Miscellaneous**

[a] The Supplier shall be entitled to offer other modified meals after the approval of JWC.

[b] Dishes must consider dietary habits and restrictions of diverse religions and ethnic backgrounds

[c] The Supplier is to diversify and change its menus on a regular basis and be open to proposals for new menu items

[d] The Supplier shall display the daily dishes, prices, and menus in a suitable form.

[e] The Supplier will adjust staff to ensure the proper level of service is maintained in all service areas.

[f] The Supplier shall utilize JWC's current electronic payment system implemented in the Canteen during in-processing of personnel attending JWC events.

4. QUALITY AND ACCURACY OF PRODUCT AND SERVICES

- a. The Supplier shall ensure that the service, quality and presentation of all food & drinks are continuously delivered to a high standard and that adequate quality assurance measures are taken and enforced at all times.
- b. It is essential that a high and consistent level of quality and customer service is sustained throughout the duration of the contract and that all staff involved in the delivery of the services perform at all times in an appropriate manner and provide the highest level of customer service.
- c. The main fruit and vegetables used in carrying out the service shall, whenever possible, be fresh and selected according to the seasonality of produce.
- d. The Supplier will follow Norwegian food preparation and nutritional standards.
- e. The Supplier must be aware that training event's organizers are requested after meetings/events to provide feedback on the quality of services provided during the meeting/event in particular with regard to any catering/dining services ordered.
- f. Environmentally-friendly measures towards waste management and prevention of additional food waste is highly encouraged.

- g. The Supplier shall utilize JWC's current electronic payment system implemented in the Canteen. No cash will be utilized.

5. SUPPLIER STAFF

- a. The Supplier shall provide the qualified personnel needed for the proper performance of the services required under this contract with working experience in the catering services, gastronomic education and the knowledge of good hygiene practices at collective catering facilities.

b. Language Skills

- (1) Supplier staff and his or her subcontractors (e.g.: service personnel) have to have English language communication skills at a functional level on subjects related to business activities provided by the Supplier

- (2) The Supplier's POC located at JWC has to have professional English language skills. He or She shall demonstrate, through spoken interaction, the ability to effectively understand face-to-face speech delivered with normal speed and clarity in a standard English dialect. He or She shall demonstrate clear understanding of the English language used during interactive meetings and through written communication.

- c. The Supplier shall appoint a project/contract manager (POC) to be responsible for the management of the framework contract and to act as a contact point for all contractual issues, orders, invoicing etc. The assigned project/contract manager should have experience working within a similar role.

- d. Supplier staff and his or her subcontractors should maintain professional appearance and behaviour at all times. The Supplier staff should wear a uniform that easily distinguishes them from the customers.

- e. The Supplier's staff will be subject to JWC's current code of conduct, security and safety regulations and guidelines.

- f. JWC reserves the right to request in writing to remove from the work any Supplier 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 SOW. The Suppliers shall remove immediately the personnel from performing under this Contract upon notification by the

Contracting Officer. Once the Contractor is notified that a particular Supplier staff member has been disqualified, the Supplier will not provide services of such personnel in any function, unless reinstatement is granted by the Contracting Officer or the Contracting Officer's Technical Representative.

6. PERIOD OF PERFORMANCE

a. Contract Base Period.

The performance of service under the Contract shall be effective from **01 Jan 2019 until 31 Dec 2019** (base period). The period between 15 and 31 Dec 2018 is foreseen for the inventory and handover of the Dining Facility and its equipment from the JWC to the Concessionaire.

b. Contract Option Periods.

There are four (4) option periods:

- First option period: **from 01 Jan 2020 to 31 Dec 2020;**
- Second option period: **from 01 Jan 2021 to 31 Dec 2021;**
- Third option period: **from 01 Jan 2022 to 31 Dec 2022;**
- Fourth option period: **from 01 Jan 2023 to 31 Dec 2023.**

c. Option periods are considered a part of this contract. Execution of the option periods might be exercised at the sole discretion of the JWC Contracting Officer and shall be confirmed in writing 60 days prior to expiration of the current year of performance. Execution of the option period is contingent upon available funding, satisfactory Supplier performance, and ongoing/ evolving requirements.

7. FURNISHED PROPERTY, SERVICES AND RESOURCE MATERIALS

a. The Supplier shall:

- (1) Provide all personnel, knowledge, expertise, know-how, supervision, and other items and services (except as otherwise specified) necessary to support all work requirements under this Contract.
- (2) The prospective Suppliers are encouraged to indicate in their offer any mismatch between the resources being

made available by the JWC and the service required, and to propose practical solutions to solve the problems raised.

b. The JWC will:

- (1) Make available all necessary working space, professional technical resources supporting operation of the Canteen according to the SOW, CP 401 documentation, records of inventory and floor plans.
- (2) Make the Canteen and connected areas (entrance, toilets, storage, hallway/staircases, kitchens, VIP rooms, dining area) and the food preparation equipment including crockery, cutlery and glassware available for operation by the Supplier without rent (free of charge).
- (3) Make handover of the Canteen and all the furniture, equipment and professional technical resources. The preparation of the handover may start prior to the contract start day. The handover will be led by the JWC Property Accounting Manager and supported by the JWC Headquarters Support Division, Base Support Branch.

c. Division of the responsibilities.

- (1) Detailed description of responsibilities related to buildings and facilities:

[a] The property (building, facilities, equipment, fixed as well as non-fixed) is provided for the use of the Supplier in accordance with the terms agreed for this use, but nothing in this Contract or in the relationship between JWC and the Supplier is intended to transfer ownership of the property.

[b] The Supplier is not entitled to alter the layout or equipment of the Dining Facility without prior written consent of JWC.

[c] Administration, operation and maintenance are the responsibility of JWC. Any repair, modernisation works, etc. must be accepted, planned, coordinated and supervised by JWC.

[d] Requests for maintenance shall be provided by the Supplier in accordance to the JWC kitchen maintenance concept.

[e] The Supplier shall request equipment or replacement of equipment in close coordination with the Base Support Branch (BSB).

[f] The Supplier is not allowed to initiate any external or internal works on the building and rooms without BSB approval.

[g] JWC Canteen Facilities, furnished offices and bathrooms for the Supplier's staff shall be made available free of charge to the Supplier for the duration of the Contract.

[h] JWC will cover the capital expenditure, renovations and operating costs for the buildings and facilities for the Canteen.

[i] JWC will cover the expenses incurred by the Canteen for electricity, water, wastewater disposal and garbage disposal.

[j] JWC will cover the costs of replacement of equipment if it is caused by normal tear and wear.

(2) Detailed description of responsibilities related to furniture and equipment

[a] The main kitchen, the two main canteens, and the VIP room are equipped with furniture, kitchenware, and "consumables" like earthenware, glasses, cutlery, trays or others tools.

[b] All furniture and food preparation equipment to include crockery, cutlery and glassware, remain the property of JWC.

[c] The Supplier shall assume responsibility for the rooms, furniture and equipment on the basis of a

separate handover certificate, prepared and provided by the Property Accounting Manager.

[d] Requests for maintenance shall be provided by the Supplier in accordance to the JWC maintenance concept.

[e] The Supplier shall request equipment or replacement of equipment in accordance to the regulations in force at JWC.

[f] The Supplier shall be responsible for any damage or loss in respect of equipment handed over to him when such damage or loss can be attributed to mistreatment, misuse or negligence, except for normal wear and tear.

[g] Additional equipment acquired by the Supplier shall be its property and responsibility.

(3) Detailed description of responsibilities related to transport

[a] The Supplier is responsible for arranging all transportations in provision of Canteen Services on its own costs. All deliveries must be coordinated with Host Nation Security.

(4) Detailed description of responsibilities related to waste separation and disposal

[a] The Supplier is responsible for separation of post-consumption and communal waste in compliance with applicable regulations.

[b] JWC shall be responsible for ensuring that garbage is removed from the building in accordance with established rules.

[c] Trash disposal costs shall be borne by JWC.

(5) Detailed description of responsibilities related to cleaning, hygiene and pest control:

[a] The Supplier shall ensure pest control, if necessary, and always on the request of the Sanitary Inspectorate and JWC.

[b] The Supplier shall ensure that employees work in impeccably clean working clothes. The Supplier shall wash or clean the clothes and secure a sufficient number of individual safety gears at their own cost.

[c] The Supplier shall be responsible for cleaning all kitchen equipment, the kitchen itself and the area behind the counter, and for cleaning tables in serving areas at their own cost.

[d] JWC is responsible for providing all cleaning consumables in consultation with the Supplier.

[e] Cleaning for private functions shall be organized by the Supplier and invoiced to the organizer of the function.

8. COMPONENT REGULATIONS

a. Access Regulations:

- (1) JWC will grant access to the relevant facilities to the Supplier, its employees, agents, suppliers or representatives as required for the performance of the contract.
- (2) The Supplier, in order to get the access, shall comply with JWC regulations and instructions on JWC premises. Furthermore, the Supplier shall be responsible for observing the Norwegian regulations on JWC premises.
- (3) The Supplier is requested to submit a list of persons, which require regular access, to the JWC Headquarters Security Officer (HQSO).
- (4) The Supplier must report and request approval of any new personnel in/at JWC premises to the JWC Security Office within 5 working days.
- (5) Any temporary passes need to be returned when leaving.
- (6) The Supplier is fully responsible for ensuring that Supplier personnel have all the needed vehicle passes, individual access badges and documents

for appropriate access to the JWC facility.

b. Provided Premises

(1) JWC shall make available the following premises:

[a] Level 5 Canteen

[b] Level 2 Canteen

[c] VIP dining area

[d] main kitchen

[e] toilet, wash rooms

[f] others areas as needed and approved

(2) The Supplier shall not be allowed to display any advertisements or notices related to their business in the rooms made available to the Supplier unless authorized to do so by JWC. The Supplier must allow the use of these rooms by JWC, or with JWC permission, for JWC posters or notices.

(3) The Supplier shall not use the name or logo of JWC for advertising purposes without prior written consent.

c. Security

(1) The buildings and facilities used by the Supplier are subject to the general JWC security regulations.

9. SUPPLIER SUPERVISION AND AUDIT

- a. JWC designated personnel shall have the right to inspect all bookkeeping and accounts kept regarding the JWC Canteen at any time.
- b. JWC reserves the right to inspect all facilities, furniture and equipment delivered to the Canteen/Supplier at all times.
- c. The Supplier's work shall be subject to periodical review to ensure that the Supplier is fulfilling the contractual obligations. The monitoring will be carried out by performing quality inspections and assessments to determine whether the Supplier is meeting necessary quantity and quality requirements.
- d. The Supplier shall be obliged to grant access to authorized

personnel for inspection of the Canteen to ensure that it meets the relevant standards in respect of hygiene, handling and storage and occupational health and safety.

- e. The Supplier is obligated to assist in monitoring the Contract by providing necessary documentation and information.

10. CONTRACTOR REPORTING

- a. The Supplier shall notify the Contracting Officer through the COTR in writing in the event the Supplier encounters difficulties in meeting service requirements or when he anticipates difficulty in complying with the agreed delivery schedule or date.
- b. This information shall be considered as informational only and shall not be construed as a waiver by JWC of any delivery schedule or date, or of any rights or remedies provided by law or under this Contract.
- c. In addition, the Supplier will submit quarterly reports to the Contracting Officer detailing sales statistics for the quarter. Reports shall be submitted not later than the 20th of the following month.
- d. The report shall include, but not limited to the following information:
 - (1) Quarterly total of Daily Lunch Menu and Lunch-Fixed Menu sold
 - (2) Any comments or suggestions to aide improvements of quality of service
- e. The COTR reserves the right to amend the reporting requirements to receive alternate/additional data and information on a more frequent basis and to request other reports that detail designated aspects of the work or methods to remedy problems or deficiencies.

11. OCCUPATIONAL HEALTH AND SAFETY, FIRE PROTECTION

The Supplier:

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

- b. shall comply with all legal requirements regarding occupational health and safety, fire protection, hygienic and sanitary conditions, food inspection and pest control in force in Norway and JWC
- c. shall ensure to obtain all necessary licences. All obligations and costs associated with obtaining and maintaining any licences so required remains the sole responsibility of the Supplier, and such costs are not subject to reimbursement or recovery from JWC.
- d. shall be responsible to establish contacts with the Sanitary Inspectorate (Mattilsynet), National Labour Inspectorate, Fire Brigade etc. on a regular basis for the performance of all its obligations under laws and regulations applicable in Norway and at JWC.

12. INSURANCE AND TAX-FREE GOODS

- a. The Supplier is responsible for holding any required insurances under Norwegian law at own cost
- b. As operator of the canteen at JWC, the Supplier shall have the authority delegated to it by JWC under the terms of the Supplementary Agreement between Supreme Allied Commander and Norway. This will entitle the Supplier to purchase, tax-free, such raw materials and other items as may be necessary for the operation of the canteen. This also includes exemption from customs duty on products imported via shipping agents.
 - (1) JWC retains the right to withdraw this privilege in case of abuse. Abuse will be determined by JWC, who retains the right to audit and review these purchases through the Financial Controller.
 - (2) The tax-free goods are to be used in the JWC facilities and the Supplier shall only offer tax-free goods for sale in accordance with JWC directives. This is mainly limited to permanent members of the JWC staff or entitled visitors to the JWC.
 - (3) The advantage of tax-free prices is used as the basis for the prices in Annex C-1 Financial Proposal.

13. MISCELLANEOUS

- a. The Code of Conduct, Smoking Policy and Alcohol Policy in force at JWC shall apply for the operation of the Canteen.

b. The Supplier has the exclusive right to provide Canteen Services as defined in this contract on the JWC Compound. Other sales Activities at JWC (which shall remain) include:

- (1) Central Cellar- This shop sells snacks, beverages, dairy products and frozen meals. No hot meals
- (2) AAFES- This shop sells American-style products similar to the Central Cellar to include hot dogs.
- (3) Community Club- JWC has a community club which is primarily open in the evenings but may open at other times.

Annex 1 : Canteen Responsibilities Chart

Annex 1: Responsibilities Chart

FUNDING RESPONSIBILITIES/CONDUCT DIVIDED BETWEEN THE JWC

AND THE SUPPLIER			
	JWC	Authorities	SUPPLIER
SAFETY MEASURES			
Kitchen equipment maintenance	X		
Everyday maintenance activities	X		
Safety/ fire equipment maintenance	X		
Protective clothing			X
MATERIAL SUPPORT AND MAINTENANCE (APPLIANCES AND UTENSILS)			
Purchase of new equipment	X		
Rebuilding	X		
Maintenance	X		
Repairs	X		
Repairs (negligence)			X
Waste disposal	X		
Rodent/ insect prevention	X		
Décor and marking	X		
CLEANING			
Tables and chairs			X
Utensils and appliances (in the kitchen)			X
Kitchen and store rooms			X
Dining room (floors, walls, ceilings, windows)	X		
HARDWARE AND SOFTWARE			
Hardware (replaceable items)	X		
Software	X		
System maintenance	X		
Payment system (investments and cash-cards)	X		
Payment system (maintenance and consumables)	X		
VARIABLE COSTS			
Telephone (subscription and connections)	X		
Telephone (internal)	X		
Telephone (mobile)			X
Internet	X		
Water	X		
Gas	X		
Electricity	X		
Heating, air condition	X		
SUPPLYING VARIOUS PRODUCTS			
Stationery	X		
Disposable materials	X		
Cleaning agents	X		
Softener salts	X		
Paper tissues	X		
Toilet paper	X		

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Management of consumption	X		X
REMUNERATION AND SOCIAL WELFARE EXPENDITURES			
Employees' remuneration			X
Medical examination			X
Social costs			X
Liability insurance			X
Mandatory courses			X
VARIOUS			
Bacteriological examination		X	
HES Inspections	X	X	X
Costs related to vehicles			X
Office maintenance costs	X		
Bank fees			X
Postal fees			X
Administrative/ financial documentation			X
Accounting costs			X
Laundry services costs (Clothing)			X