



**JOINT WARFARE CENTRE**

EIKESETVEIEN 29 – PB 8080 – 4068 STAVANGER – NORWAY



# IFIB-ACT- JWC-19-09

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Scenario Deliverable Support Contract  
(OCCASUS)

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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 or more Contracts for Scenario Deliverable Support to provide commercial services as specified in the Statement of Work (SOW). The contracts will be awarded based on Best Value.

These services will be performed on a Firm Fixed Price basis.

The Bidding Instructions should enable the bidders to prepare and submit their quotations for meeting the administrative requirements of this IFIB-ACT-JWC-19-09.

## 2. TIMETABLE

Summary Timetable	Date	Comments
Notice of Intent Release	11 Feb 19	
Solicitation Release	23 May 19	
Bidder's Meeting at JWC	19 June 19	Starting at 13:00 p.m. CET
Last date on which clarifications may be requested from JWC	03 July 19	Bidders are advised to check the JWC webpage on a regular basis for possible updates and clarifications.
<b>Deadline for Submission of the Bids</b>	<b>25 Jul 19</b>	Tenders delivered by hand or courier shall be submitted not later than <b>13:00 CET</b> .
Contract Award Committee Opening Session	21 Aug 19	Estimated
Completion Date and Signature of Contracts	Sept 2019	Estimated

## 3. DEFINITIONS AND ABBREVIATIONS

- a. "Bidder" means the bidding entity that has submitted a bid in response to this IFIB.
- b. "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.
- c. "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.
- d. "HQ SACT" means the Headquarters, Supreme Allied Commander Transformation, located at Norfolk, VA, United States of America.

- e. "JWC" means the Joint Warfare Centre, located in Stavanger, Norway.
- f. "North Atlantic Treaty Organisation" is hereafter referred to as "NATO".
- g. "Supplier/Company/Provider" means a party that supplies goods or services.
- h. "Bid" means a submission of completed documents in response to this IFIB with the intent of participating in the competition for a contract award. Bid is used interchangeable with the term "Proposal".

## **4. USEFUL WEB SITES**

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

NATO ; [www.nato.int](http://www.nato.int)

JWC; [www.jwc.nato.int](http://www.jwc.nato.int)

Norwegian Tax Authorities; [www.skatteetaten.no](http://www.skatteetaten.no)

Norwegian Work and Welfare Authorities; [www.nav.no/page?id=805312736](http://www.nav.no/page?id=805312736)

## **5. ELIGIBILITY**

- a. This IFIB is open 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. (See Annex A-7)
  - 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 involved with the contract will be required to obtain, at least 4 weeks prior to contract start date, a NATO SECRET security clearance or equivalent national level.

## **7. PARTIAL BIDDING**

Partial bidding is AUTHORIZED per each Scenario Content Threads (SCT).

## **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 Annex A-1 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
2. The Technical Proposal – one (1) original and one (1) copy
3. The Price Proposal – one (1) original

**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 -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)
- a.7 The Past Performance List (Annex A-7)
- a.8 The Capabilities Sheet (Annex A-8)
- a.9 Certificates for Technical and/or Service Quality Programmes (e.g. ISO) (Supplier created Annex A-9)
- a.10 Bidder's Conference Sign-up Sheet (Annex A-10)

**b. Envelope 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/plan defining the provider's proposed effort in line with the Statement of Work. One (1) B-1 Submission per Scenario Content Thread. (Annex B-1- Supplier Created)

As a minimum, the B-1 form shall include the following:

- 1. A description / lay-out of the provider's internal work structure(s) and main processes and procedures applied to provide forecasted and on-call deliverables;
- 2. A plan /schedule for the production, staffing and final delivery of deliverables based on milestones provided by JWC's Production and Delivery Forecast;
- 3. An estimate of required work-units per SCT to provide the deliverables;
- 4. An identification of relevant cost factors not explicitly mentioned in Part III Statement of Work. Pricing itself should not be listed in this section.

- b.2 Quality Control and Evaluation Criteria Matrix. Bidders must submit One (1) Criteria Form per Scenario Content Thread. (Annex B-2)

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

**c. Envelope C - Price Proposal:** The price proposals shall be made in accordance with the attached Bid Forms.

- c.1 The Bid Form (Annex C-1) must be dated and signed by Bidder's authorized personnel. Proposed rates must be fully "loaded" [G&A, O/H, provider travel, etc.], One (1) C-1 Form per Scenario Content Thread.
- c.2 The Bid Form (Annex C-2) must be dated and signed by Bidder's authorized personnel. Proposed rates must be fully "loaded" [G&A, O/H, etc.], One (1) C-2 Form per Scenario Content Thread.

Please note:

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- the pricing for the Integrated Delivery Management Interface (IDMI) per Scenario Content Thread must be noted in each Bid Form (C-1) submitted.
- Separate Bid Forms (Annex C-1 and C-2) are required for each SCT the Supplier is bidding for. These must be submitted in separate envelopes.

### **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-19-09.” **The price, administrative and technical proposal must be enclosed in separate envelopes.** The package containing the entire proposal will be placed in another envelope, also prominently marked with the IFIB reference (IFIB-ACT-JWC-19-09), including bidder’s name and addressed to:

“**Proposal for IFIB-ACT-JWC-19-09**”.

#### **Mailing address:**

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

#### **Visiting address:**

**Joint Warfare Centre  
BUDFIN – Purchasing and Contracting Branch  
Eikesetveien 29  
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 meet at the front gate – 47-52879290/94. 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



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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:

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)**,

**25-July-2019**. At that time and date, bidding will be closed.

### **16. BID VALIDITY**

Proposals submitted shall remain valid 120 days after bid closing date. 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 IFIB will be for an initial period effective from the date of last signature, with the option to extend the contract at the minimum one (1) year at a time. 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 price proposals received from the bidders in 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. They 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 10.
- 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. The associated weighting will be a 60/40 split between the evaluated technical score (60) and total price (40).

- 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 below:
  - 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). Bidders must submit one (1) form per Scenario Content Thread.
  - 2. The bidder must fill out Annex B-2 for Quality Control and Evaluation Criteria Matrix. This includes Past Performance information and required attachments are mandatory for 3 line items. Bidders must submit one (1) criteria form per Scenario Content Thread.

Responses should be reflected in the provided column in the B-2 document itself or a separate Word document.

- 3. The information in the technical proposal must be consistent with the Statement of Work and such technical proposal must be signed by the bidder.

### 3. Financial Proposal Evaluation.

The financial evaluation will be made on the basis of the price offered in Annex C-1 and C-2 Financial Proposal. The total price of Annex C-1 and C-2 will be evaluated.

#### a. The Financial Proposal

1. The financial proposal should be presented in the format provided in Annex C-1 and C-2. These forms 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.

#### 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**

### **18.1 Communications in General**

Any communications related to this IFIB, 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 IFIB. There shall be no contact with regards to this IFIB 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.

### **18.2 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 IFIB, 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 **03 July 2019**. It is the Contracting Officer's exclusive right to deny or grant an extension of the closing date.

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

A Bidder's conference at JWC will be arranged at the JWC premises at Jättå, Stavanger on **19 June 2019 at 13:00**.

The conference will offer the possibility to ask questions directly to key personnel. The conference questions will be recorded and answers posted on the JWC website after completion of the conference. Attendance is not mandatory in order to bid on this contract.

Bidders are kindly requested to return **Annex A-10 Bidder's Informational Meeting Registration Form** of those participating to the JWC POC not later than **12 June**

**2019.** Please email the form to [pcs@jwc.nato.int](mailto:pcs@jwc.nato.int) and a confirmation email will be sent when received.

### **18.3 Point of Contact**

Mr Kjetil Sand, Contracting Officer

Tel: +47 52 87 92 90

E-mail address: [kjetil.sand@jwc.nato.int](mailto:kjetil.sand@jwc.nato.int)

MSgt Julie Hansen, Contracting Officer

Tel: +47 52 87 92 94

E-mail address: [julie.hansen@jwc.nato.int](mailto:julie.hansen@jwc.nato.int)

All correspondence is to be forwarded to group email box: [pcs@jwc.nato.int](mailto: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  
PART I Annex A-2 Certificate of Legal Name of Bidder  
PART I Annex A-3 Certificate of Independent Determination  
PART I Annex A-4 Certificate of Bid Validity  
PART I Annex A-5 Certificate of Exclusion of Taxes and Charges  
PART I Annex A-6 Certificate of Authorization to Perform  
PART I Annex A-7 Past Performance Sheet  
PART I Annex A-8 Compliance Sheet  
PART I Annex A-9 Certs for technical and/or service quality programmes (e.g. ISO)  
PART I Annex A-10 Bidder's Conference Registration Form

PART I Annex B-2 Quality Control and Evaluation Matrix per SCT

PART I Annex C-1 Price Proposal per Scenario Content Thread

PART I Annex C-2 Price Proposal per Work Unit

**All Annexes are in a Separate PDF file**

**PART II**

**SECTION A - GENERAL TERMS AND CONDITIONS**

**IFB-ACT-JWC-19-09**

**(CONTRACT NO.: JWC-19-C-XXXX)**

**SCENARIO DELIVERABLE SUPPORT CONTRACT (SDSC)  
-OCCASUS**

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2. PART II SECTION B – Per Nature of the Contract
3. PART III – SECTION A – Contract Management Data
4. PART III – SECTION B – Statement of Work

## 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:

- 1<sup>st</sup> Purchase Order Terms
- 2<sup>nd</sup> Special Terms and Conditions
- 3<sup>rd</sup> These General Provisions (Part II)
- 4<sup>th</sup> The Statement of Work (Part III)
- 5<sup>th</sup> 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. "Acceptance" means the action by which the JWC acknowledges that the Supplier has fully demonstrated that the Supplies delivered are complete and operational.
- b. "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).
- c. "Contracting Officer" means the person executing and managing this contract on behalf of JWC.
- d. "Contract" means the contractual instrument (purchase order or written agreement) to which these General Rules and Conditions apply.
- e. "Delivery" means, as applicable, the exact or latest possible date(s) by which the Supplier shall deliver Supply (Goods or provide the Services) to the JWC under the Contract.
- f. "NATO" means the North Atlantic Treaty Organisation.
- g. "Supplier" means a party that supplies Goods or Services.
- h. "Day" means any calendar day.
- i. "COR/COTR" means the Contracting Officer's Representative.
- j. "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.

- k. "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.
- l. "Sub-Contractor" means a Third Party who has entered into an agreement with the Supplier for the provision of Supply under this Contract.
- m. "Subcontract" means, except as otherwise provided in this Contract, any agreement or contract made by the Supplier with any other party in fulfilment of any part of this Contract, and any agreement, contract or subcontract hereunder.
- n. "Work" means all work which the Supplier shall perform or cause to be performed under this Contract.
- o. "Supplies" means the Services and the Goods identified in the Contract.
- p. "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 4 weeks prior to contract start date.

#### **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:
  1. any modifications, including changes, additions or deletions and instructions under this Contract shall not be binding unless agreed in writing by the Contracting Officer.
  2. Sub-Contractors' personnel shall be nationals of NATO member States, unless specifically authorized by the Contracting Officer.
  3. 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.
  4. 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.

h.

## **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**

##### **1.1. 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.

## **1.2. 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.

### **1.3. TERMINATION FOR INSOLVENCY, BANKRUPCY, 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](mailto: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](http://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](mailto: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.



**PART II**

**SECTION B – PER NATURE OF THE CONTRACT**

**IFB-ACT-JWC-19-09**

**(CONTRACT NO.: ACT-JWC-19-C-00XX)**

**SCENARIO DELIVERABLE SUPPORT CONTRACT (SDSC)  
OCCASUS**

**1. SCOPE**

These Special Terms and Conditions address all issues pertaining to Deliverables to be rendered by the Supplier to JWC under this Contract, thereby taking precedence over the JWC General Terms and Conditions.

**2. DEFINITIONS**

- a. "Work unit" is one person's working time for a day, or the equivalent, used as a measure of how much work or labor is required or consumed to perform some task.

**3. TYPE OF CONTRACT**

This is a Firm-Fixed Price - Deliverables Contract which establishes a contractual relationship strictly between the Supplier and JWC. All financial risks and liabilities undertaken by the Supplier for the purpose of the service provision fall with the Supplier. All employer responsibilities for the Supplier Personnel performing under this Contract shall lie with the Supplier.

**4. DELIVERY OF SERVICE**

Monday-Friday 0730 to 1530 on routine operations; Extended days during exercises IAW applicable Staff Order.

Exercise events could be up to 12 hours per day to include weekend and/or holiday work.

**5. COORDINATION OF DELIVERY OF SERVICE**

The IDMI function will interface on a regular basis with the COTR or his delegated project manager for a scenario / exercise specific project for overall contract performance/schedule and contract reporting. The IDMI function shall be conducted at JWC to facilitate coordination with the PE staff.

**6. COORDINATION OF ABSENCES**

To ensure the uninterrupted flow of JWC projects, any unscheduled absence by IDMI or Supplier Personnel executing a Functional Presence requires the earliest possible coordination with the COTR.

**7. TRAVEL (TASKED TRAVEL ONLY)**

- a) Travel by Contractors in support of the JWC mission will only be performed when a member of the approved International JWC Peacetime Establishment is unable to perform the mission.
- b) Since Tasked Travel may be required during the period of performance, it will be up to the COTR to identify requirements, as well as to obtain advance approval from the Contracting Officer on travel costs.
- c) Once Contractor travel has been established under a Contract/Purchase Order and the Supplier's personnel is tasked to travel, the JWC Contractor Travel Request form must be filled out and approved prior to any travel being conducted.
- d) The JWC Travel Office will set the Transport Ceiling Cost and at that time the Supplier may elect to book their transportation with the JWC Travel Office.
- e) Transport tickets purchased through the JWC Travel Office will be paid by JWC, and the applicable travel line of the Contract/PO will be charged. These costs will not be invoiced by, or paid to, the Supplier. When transport tickets are purchased through another source, only documented cost up to the provided ceiling allocated by the JWC Travel Office, will be reimbursed to the Supplier.
- f) Expenses for travel will be in addition to the firm-fixed-price rates for contracted deliverables presented herein. When air or train transportation is utilized as the primary mode, the ceiling price will be based on the lowest economy class non-refundable whenever such fare is available. Travel must be on Economy Class fares (any extras, such as, but not limited to additional baggage/seat choice/legroom/etc. will be at Suppliers own expense).
- g) Within the scope of this Contract, Supplier Personnel are not required to travel outside the NATO/PfP Area. Should travel to Areas of Operation/s (AO) be required in order to comply with the tasks stated in this Contract, a separate annex will be concluded between the Parties. If the parties fail to reach an agreement and conclude an annex within 3 weeks from a date announced by JWC, JWC holds the right to terminate the entire Contract.
- h) The Supplier should submit an invoice for travel within ten (10) working days after completion of the travel. Such invoice must contain copies of all relevant back-up documentation in addition to JWC signed approval of the travel.
- i) Expenses claimed more than three (3) months subsequent to the completion of the travel will not be compensated.

- j) Upon termination or expiry of this Contract the deadline for submitting travel expense claims is one (1) month from the date of Contract termination or expiry.

**8. SUPPLIER RESPONSIBILITY FOR SUPPLIER PERSONNEL**

The Supplier, and in the case being, the sole proprietor, as the employer of the Supplier Personnel providing deliverables under this Contract shall be fully responsible for all insurances, emoluments as well as taxes and payments to the health, social security, registration fees, the contractor's running costs and any other applicable mandatory contributions. In case of duty travels to high risk areas required by JWC, the Supplier may be reimbursed the insurance costs by JWC, if so decided by the Contracting Officer.

**9. INSTRUCTIONS FOR SAFETY AND MANAGEMENT OF THE JWC**

The Supplier shall ensure that the Supplier Personnel honour all JWC Directives and further guidance by the Chief of Staff regarding the safety and management of JWC.

**10. WORK SPACE**

If specifically provided for in the SOW, JWC will provide working spaces for the Supplier Personnel.

**11. REPRESENTATION OF JWC/NATO**

When dealing with third parties during the execution of this Contract, the Supplier Personnel shall present themselves as representatives of the Supplier working under contract for JWC/NATO. Supplier Personnel shall not take decisions or commitments for JWC/NATO.

**12. PAYMENT INSTRUCTIONS SPECIFIC TO THIS CONTRACT**

The invoice payment scheme shall be monthly billing as 1/12<sup>th</sup> of the total yearly bid price as long as the deliverables are being met for that particular SCT.

The bidder shall submit the company invoice to include all details listed in #30 of the standard terms and conditions of this contract. This includes both the invoice and the standardized Monthly Delivery and Receipt Report for Contracted Deliverables from the COTR (Contracting Officer's Technical Representative) that all deliverables have been delivered for the period of time indicated on the form.

**13. OPTION TO EXTEND SERVICES TO THIS CONTRACT**

This clause grants the Joint Warfare Centre the unilateral right to a brief extension of services at current rates for a period not to exceed a total of six months (per contract including all options).

**14. FLEXIBILITY OF DELIVERY SCHEDULE.**

The deliverables forecast is a reflection of ACT's and JWC's Program of Work. Whilst this contract is covering a multi-year projection, these projections are "living documents", subject to change over time. Thus, forecasted delivery dates are calculated based on processes and best practices related to NATO's exercise planning and subject to change.

**PART III - SECTION A – CONTRACT MANAGEMENT DATA**

**IFB-ACT-JWC-19-09**

**(CONTRACT NO.: ACT-JWC-19-C-00XX)**

**SCENARIO DELIVERABLE SUPPORT CONTRACT (SDSC)  
OCCASUS**

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## 1. EFFECTIVE DATE AND DURATION

The duration of the Base Contract is from **01-JAN-2020 THROUGH 31-DEC-2020\***.

\*This will include an additional introductory period of work from 4-Nov 2019 – 13 Dec 2019 for any new Scenario Providers and subject to negotiation per SCT thread and necessity. Pricing will be based on pricing proposed for base year 2020.

### **OPTION YRS:**

- Opt. Year 1 01 JAN 2021 -31 DEC 2021
- Opt. Year 2 01 JAN 2022 -31 DEC 2022
- Opt. Year 3 01 JAN 2023 -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 and C-2**. 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](mailto:kjetil.sand@jwc.nato.int)

MSgt Julie Hansen, Contracting Officer  
Tel: +47 52 87 92 94  
E-mail address: [julie.hansen@jwc.nato.int](mailto:julie.hansen@jwc.nato.int)

**The SUPPLIER's POC is:**