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**NATO ALLIANCE GROUND SURVEILLANCE
FORCE
FORCE DE SURVEILLANCE TERRESTRE DE
L'OTAN**



NAGSF/J8/IFB-ACO-NAGSF-23-04

1 June 2023

TO:

SUBJECT: **IFB-ACO-NAGSF-23-04
INVITATION FOR BIDDING (IFB) FOR RELOCATING CABLE FLOOR
BOX, CABLE EXTENSION TO SEVERAL OFFICE, INSTALL NEW
CARPET AND BLIND SECURITY WINDOWS- NAGSF SIGONELLA
AIR FORCE BASE (ITALY)**

REFERENCE: BI-SC PROCUREMENT DIRECTIVE 60-70 DATED 30 JUNE 2015.

Dear Bidder,

Your company is hereby invited to participate to the Invitation for Bidding for the provision and execution of miscellaneous of works and products (cable floor box relocation, cable extension and install new carpet to multiple NAGSF new offices, blind security windows and blind Commander and conference glass offices) to the new NAGSF's facilities - Sigonella Air Force Base.

Bidders are required to attend the mandatory technical site survey that will take place at Sigonella Airbase – NAGSF area on **Friday, 16 June 2023 at 10:30 hrs** (Local Time).

The **Bid Closing Date** for this IFB shall be on **Friday, 30 June 2023 at 13.00 hours** (Local Time). In accordance with the Bi-SC Procurement Directive at reference, the bid opening is not public.

Question and Answer deadline on **Friday 23 June 2023**.

Partial bidding is **NOT** authorized.

The following documents are integral part of the present IFB:

- a. Acknowledgement of Receipt (which is enclosed hereto);
- b. The Invitation for Bidding IFB-ACO-NAGSF-23-04, containing:
 - Part I: Bidding Instructions
 - Part II: NAGSF General Provisions
 - Part III: Section A: Special Provisions
 - Section B: Statement of Works

which will be posted on the SHAPE Internet Site at the following link:

<http://www.aco.nato.int/financeandacquisition/formal-biddings.aspx>

Your attention is drawn to Part I, the Bidding Instructions, which specifies the procedures to be followed when submitting your bid.

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You are requested to complete and return the Enclosure - ACKNOWLEDGEMENT OF RECEIPT - within 2 days from the receipt of this IFB-ACO- NAGSF-23-04, **but not later than Friday, 9 June 2023 at 17:00 hrs**. Acknowledgement of Receipt can be emailed to nagsf.procurement@nagsf.nato.int or francesco.manzara@nagsf.nato.int

Further correspondence will be mailed only to those firms that have returned the Enclosure ACKNOWLEDGEMENT OF RECEIPT and have indicated thereon their intention to participate in the bidding

Sincerely,

Nevio Tabussi
Acquisition Section, Head
Contracting Officer

ACKNOWLEDGEMENT OF RECEIPT

(To be completed and returned by email francesco.manzara@nagsf.nato.int no later than **Friday, 9 June 2023 at 17:00 hrs**)

PLEASE COMPLETE CLEARLY. DO NOT USE COMPANY STAMP

FROM: Company:.....

Address:

.....

.....

Email address:.....

Internet site:

Telephone:.....

Facsimile:

Point of Contact:.....

**TO: NAGSF - NATO ALLIANCE GROUND SURVEILLANCE FORCE
J8 Finance, Acquisition Section**

REFERENCE: IFB-ACO-NAGSF-23-04, provision and execution of miscellaneous of works and products (cable floor box relocation, cable extension and install new carpet to several NAGSF new offices -, blind security windows to BLDG 105 and blind Commander and conference glass offices) at the new NAGSF's facilities located in Italy at Sigonella Airbase

SUBJECT: Acknowledgement of Receipt of Invitation for Bid

We hereby advise that we have received IFB-ACO-NAGSF-23-04 on (date).....

CHECK ONE:

- () As of this date and without commitment on our part, we do intend to participate in the bidding and **the mandatory Bidders Conference**.
- () We do not intend to participate in the bidding and our company may be deleted from the IFB's mailing list.

NOTE: Only bidders indicating their intention to participate in the bidding shall continue to receive all further correspondence related to this IFB. Unless specified differently, it shall be mailed to the above-mentioned address.

Date:Signature:

Name and Title:.....

**NATO ALLIANCE GROUND SURVEILLANCE FORCE
FORCE DE SURVEILLANCE TERRESTRE DE L'OTAN**

I-95020 SIGONELLA MOB, ITALY

**PROVISION AND EXECUTION OF CABLE FLOOR BOX
RELOCATION, CABLE EXTENSION AND INSTALL NEW
CARPET TO SEVERAL NAGSF NEW OFFICES -, BLIND
SECURITY WINDOWS TO BLDG 105 AND BLIND
COMMANDER AND CONFERENCE GLASS OFFICES AT THE
NEW NAGSF'S FACILITIES
LOCATED AT SIGONELLA AIRBASE
(ITALY)**

**PART I
BIDDING INSTRUCTIONS**

IFB-ACO-NAGSF-23-04

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PART I - BIDDING INSTRUCTIONS

1. GENERAL

The purpose of this Invitation for Bidding (IFB) is to award a Firm Fixed-Price provision and execution of cable floor box relocation, cable extension and install new carpet to several NAGSF new offices -, blind security windows to BLDG 105 and blind Commander and conference glass offices at the new NAGSF's facilities - located at Sigonella Air Base. Details of works and materials are incorporated in the attached Statement of Works integral to this solicitation.

2. DEFINITIONS

- 2.1. The term "**Prospective Bidder**" shall refer to the entity that has completed and returned the Enclosure of the transmittal letter of this IFB, and has indicated thereon its intention, without commitment, to participate in the bidding;
- 2.2. The term "**Bidder**" shall refer to the bidding entity that has submitted a bid in response to this IFB;
- 2.3. The term "**Contractor**" shall refer to the bidder to whom the contract is awarded;
- 2.4. The term "**Contracting Officer**" designates the official executing this invitation for bids on behalf of the NATO ALLIANCE GROUND SURVEILLANCE FORCE (NAGSF);
- 2.5. The term "**Contracting Officer's Technical Representative (COTR)**" designates the staff element that has the authority to coordinate, monitor and control Contractor's performance;
- 2.6. The term "**SHAPE**" shall refer to the Supreme Headquarters Allied Powers Europe, located at 7010 SHAPE, Belgium;
- 2.7. The term "**NAGSF**" shall refer to the NATO Alliance Ground Surveillance Force, located at Sigonella Air Base, Italy;
- 2.8. The term "**ACO**" shall refer to the Allied Command for Operations;
- 2.9. The term "**NATO**" shall refer to the North Atlantic Treaty Organisation;
- 2.10. The term "**days**" as used in this IFB shall, unless otherwise stated, be interpreted as meaning calendar days.

3. ELIGIBILITY

This IFB is open to bids from firms that:

- originate and are chartered/incorporated within any of the NATO-member nations (31)¹;
- maintain a professionally active facility (office/factory/laboratory, etc.) within NATO-member nations (31).
- work in the field of required services and are legally authorized to operate at the time of bidding;

¹ The eligible countries are: Albania, Belgium, Bulgaria, Canada, Croatia, Czech Rep, Denmark, Estonia, Finland, France, Germany, Greece, Hungary, Iceland, Italy, Latvia, Lithuania, Luxembourg, Montenegro, The Netherlands, Norway, North Macedonia, Poland, Portugal, Romania, Slovakia, Slovenia, Spain, Republic of Türkiye, United Kingdom and United States of America.

- have performed at least three contracts within the last five years substantially similar in scope and magnitude to the requirements described in this solicitation.

4. DURATION OF THE CONTRACT

- 4.1. The contract awarded through this IFB shall be effective upon release of a proper Purchase Order to the selected bidder by the Warranted Contracting Officer.
- 4.2. The contract will remain in effect as from the Notice-To-Proceed / Purchase Order issuance until the final acceptance of material and works. A warranty period is also included in the contract for all failures of works and/or latent defects of materials and goods that are not considered as part of regular “wear and tear” usage.

5. EXEMPTION FROM TAXES

According to the agreements (Article VIII of the Paris Protocol dated 28 Aug 1952, Article 151 of the COUNCIL DIRECTIVE 2006/112/EC dated 28 November 2006), goods and services under the contract are exempt from taxes, duties and similar charges. Where notwithstanding, these are imposed by national regulations, bidders will enclose the list and the amounts of taxes, duties and similar charges which have been included in their bid, with a justification.

6. AMENDMENT OR CANCELLATION OF IFB

- 6.1. NAGSF reserves the right to amend or delete any one or more of the terms, conditions or provisions of the IFB prior to the date set for the bid closing. An amendment or amendments to this IFB shall announce such action;
- 6.2. NAGSF reserves the right to cancel, at any time, this IFB partially or in its entirety. No legal liability on the part of NAGSF for payment of any sort shall arise and in no event shall a cause of action lie with any bidder for the recovery of any costs incurred in connection with preparing or submitting a bid in response hereto. All effort initiated or undertaken by the bidder shall be done considering and accepting this fact. If this IFB is cancelled prior to the bid opening, the bids already received shall be returned un-opened to the senders upon their request.

7. BIDDERS REQUEST FOR CLARIFICATION

- 7.1. Prospective bidders should seek clarification as soon as possible. Any explanation desired by a bidder regarding the meaning or interpretation of this IFB, clauses, specifications etc., must be requested in writing (letter or email) from the Contracting Officer. The Contracting Officer must receive such requests for clarification no later than 5 calendar days before the bid closing date;
- 7.2. Information given to a prospective bidder shall be furnished to all prospective bidders, as an amendment to this IFB, only if such information is necessary to bidders in submitting offers or if the lack of such information would be prejudicial to other bidders. Oral explanations or instructions shall not be binding unless confirmed in writing by the Contracting Officer.

8. SITE SURVEY / BIDDERS CONFERENCE

- 8.1 Bidders who intend to participate in this IFB shall **mandatorily** attend the scheduled **site survey**.
- 8.2. The bidder’s conference/site visit aims at providing additional information at the same time to all potential bidders and to give them an opportunity to actually visualize the various working areas.
- 8.3. The **mandatory** site survey is scheduled on **Friday, 16 June 2023 at 10:30 hrs. (Local Time)** and will last approximately 4 hours. It will take place at Sigonella Airbase-NAGSF New Facilities.

Should you intend to attend, you will have to **confirm your presence by email to francesco.manzara@nagsf.nato.int and nagsf.procurement@nagsf.nato.int not later than Monday 12 June 2023**. By the same email, **you will have to report** the name of the attendee as well as a two-sided copy of his/her Identity Card. Your Point of Contact on site at Sigonella Airbase for this mandatory site visit will be provided.

- 8.4. Given that access to Sigonella Airbase requires some administrative procedure, please schedule your arrival at the gate accordingly

9. BID CLOSING DATE

Bids must be received at NAGSF **not later than Friday, 30 June 2023 at 13.00 hours (Local Time)** as indicated on the transmittal letter of this IFB, or the authorized extension thereof. At that date and time, the bidding shall be closed.

10. EXTENSION OF BID CLOSING DATE

Any bidder may request directly to the NAGSF Contracting Officer an extension of the bid closing date. However, the request must reach the Contracting Officer, in writing (facsimile is acceptable), not later than five (5) calendar days prior to the bid closing date and shall include a strong justification for the request. The NAGSF Contracting Officer may, at his/her own discretion, grant an extension of the bid closing date.

11. BID VALIDITY

Bids submitted shall remain valid for a period of sixty (60) calendar days counted from the bid closing date. NAGSF reserves the right to request an extension of validity if a decision cannot be made within this time. Bidder will be entitled to either grant or deny this extension of validity; NAGSF will automatically consider a denial as a withdrawal of the bid.

12. BID CONTENT

The proposal shall consist of the following minimum paper documents and electronic media:

- a. A table of contents of the entire proposal (Enclosure 1 hereto - checklist of documents to provide);
- b. The **SHAPE Contractor Registration form** shall be submitted (Enclosure 2 hereto);
- c. **Compliance Statement** for the intended contract (Enclosure 3 to Part I hereto);
- d. Provision of administrative, financial and technical documents (**selection criteria**):
 1. **Technical Proposal:** it shall include a project plan comprising, as minimum, a project approach and an executive plan on how to address the execution and delivery of the works. Technical Proposal shall identify project timelines, expected man-hours segregated into the different labor categories, type (and brand) of equipment intended to be provided.
 2. **Materials:** List of goods and materials (type and brand names) intended to be used for the execution works (Enclosure 4 hereto).
 3. Any other appropriate technical information to determine whether Bidder's proposed products, terms, and conditions comply with all the requirements of the IFB. Information submitted under this paragraph shall not exceed 50 DIN-A4 pages, printed on both sides, or 100 pages if printed on one side;

4. **Price Proposal.** The Price Proposal shall be submitted in **EURO currency** on the attached PRICE FORMAT (Enclosure 6 hereto) as separate file. Partial bidding is NOT authorized. If mailed, the price proposal shall be placed in a sealed envelope.

13. BID SUBMISSION

- 13.1. The whole proposal, to include any submittals, shall be written in English. Proposal submitted in Italian can be accepted however in case of award, the English contract version shall prevail.
- 13.2 Bids shall be submitted electronically to the Contracting Officer at francesco.manzara@nagsf.nato.int and nagsf.procurement@nagsf.nato.int. Price proposal shall be sent as separate files from Technical Information not later than the Bid Closing Date at para 9 above.

14. LATE BIDS

The bidder must make every effort to ensure that his bid reaches NAGSF before or on the exact date and time set for the bid closing. Any Bid received after this time is considered a late bid. Late bids shall be considered only before the Contract has been awarded and on condition that their failure to arrive on time is solely the result of mishandling by NAGSF personnel upon or after receipt.

15. BID WITHDRAWAL

A bidder may withdraw his bid up to the date and time specified for the bid closing, by written or facsimile notice to the NAGSF Contracting Officer. The bid shall be returned un-opened to the bidder, at his expense.

16. BID EVALUATION

- 16.1. The evaluation of Bids and the determination as to the responsiveness and technical adequacy of the services, products and materials offered shall be the responsibility of NAGSF and shall be based on information provided by the bidders. NAGSF is not responsible for seeking any information that is not easily identified and available in the bid package;

- 16.2. Bids will be evaluated following a stepped process (a & b) aimed to select the lowest priced technically compliant bidder:

a. Selection criteria (PASS or FAIL):

1. Thorough administrative, financial and technical evaluation to ensure bidders compliance with the NAGSF Terms & Conditions (Part I, Part II and Part III of this Invitation for Bidding). This step will also include the determination of the bidder's responsibility¹, to make sure that he:
 - has adequate resources and capability to perform the service;
 - is able to comply with the required or proposed delivery or performance schedule.
2. Assessment of technical compliancy with bidding, contractual and technical provisions / specifications / required performance criteria (**PASS OR FAIL**);

b. Award criteria: **Lowest Priced – Technically Compliant Bid**.

¹ CAC composition is ruled in the Bi-SC 60-70 Procurement Directive. It provides three voting members: (1) a Chairman, (2) a representative(s) from the requiring organization, (3) an independent member. Other functional experts may be called upon during the CAC proceedings if/when required.

¹ NAGSF reserves the right to verify the results of Bidder's financial analysis through direct use of the Dun and Bradstreet (D&B) reporting system. The D&B analysis of the Bidder shall not highlight risk of business failure.

17. CLARIFICATION OF PROPOSALS

During the entire bid, evaluation process NAGSF reserves the right to clarify any bid with the bidders in order to clearly identify what is being offered and to resolve any potential areas of non-compliance.

18. AWARD

- 18.1 The contract(s) will be awarded to the responsible Bidder whose conforming proposal represents the best value after evaluation in accordance with the factors and sub-factors specified in the solicitation.
- 18.2 Notwithstanding the provisions of the paragraph 18.1 above, NAGSF reserves the right, at any time, to reject any or all bid and/or to not proceed with any award as a result of this IFB.
- 18.3 NAGSF reserves the right to negotiate minor deviations to the listed General Terms and Conditions to this IFB.

19. COMMUNICATIONS

- 19.1. Any communication related to this IFB, between a prospective bidder or a bidder and NAGSF shall only be through the NAGSF Contracting Officer in the first instance.

Designated NAGSF personnel shall assist the Contracting Officer in the administration of this IFB. There shall be no contact with other NAGSF personnel. This is to maintain all bidders on equal and competitive footing.

- 19.2 POINTS OF CONTACT:

OR-9 Francesco MANZARA, Contracting Officer

Email address: francesco.manzara@nagsf.nato.int

- 19.3. All correspondence shall be forwarded to:

**NATO AGS Force (NAGSF)
J8 - Finance
Acquisition Section
Sigonella A.F.B. (Catania)
SP. 69 Piano d'Arce
I – 95030 – ITALIA**

20. “ZERO TOLERANCE POLICY”

- 20.1. All ACO Purchasing and Contracting personnel observes a "zero tolerance" policy and does not accept any type of gift or any offer of hospitality. Bidders are therefore expected not to offer any gift or hospitality during any phase of the acquisition process (i.e. pre-award, award, post-award).
- 20.2. By submitting a proposal in response to this IFB the bidders implicitly certify that neither the bidders nor their agents or representatives have offered or given any gratuity whatsoever to any NATO personnel with a view to securing a contract or favorable treatment with regard to the award, modification or execution of any contract under this solicitation.
- 20.3. The Contracting Officer may, by registered letter, terminate any contract awarded as a result of this solicitation at no cost to NAGSF without notice if it is found, after an investigation that gratuities such as, but not limited to entertainment and gifts were offered or given by the Contractor to NAGSF personnel with the respect to the award of any contract under this solicitation, or to the taking of any decision regarding its execution.
- 20.4 If the Contracting Officer established that the provisions stated in paragraphs 20.1, 20.2 and 20.3 above have been disregarded, the bidder(s) may be removed from any NATO source list after NAGSF will have informed both NATO Commands and the relevant national authorities.

ENCLOSURE 1 TO PART I

BIDDER'S PROPOSAL

Table Of Content / Checklist¹

- SHAPE Contractor Registration Form (Enclosure 2)
- Compliance Statement (Enclosure 3)
- Chamber of Commerce Certificate (CCIAA Certificate)
- Compliance on Employee Contribution(DURC Certificate)
- List of Goods and Materials (Enclosure 4)
- Past Contracts References (Enclosure 5)
- Technical Proposal (Project Plan)
- Price Proposal (Enclosure 6 – To be provided as separate file from Technical Proposal)
- Self-Statement (Anti-Mafia Certification)

¹This enclosure is meant to help you ascertain that you are providing NAGSF **with all documents/information required**. For more information regarding these titles, please refer to detailed description previously provided in Part I.

Enclosure 2 to Part I

SHAPE Contractor/Supplier Registration



**SUPREME HEADQUARTERS ALLIED POWERS
EUROPE**

**J8 FINANCE & ACQUISITION DIVISION
Acquisition Management Branch
B-7010 SHAPE, BELGIUM**



Contractor/Supplier Registration

(*) = Mandatory field. Data must be entered for registration to be complete.

A) General Information

DUNS Number¹ (*): _____ Tax ID² (* If in EU): _____

Legal Business Name (*): _____

Doing Business As (DBA Name): _____

Core business (*): _____

Company website address³: _____

Company's Address (*): _____

City (*): _____ Zip/Postal Code (*): _____ Country (*): _____

Tel Number: _____

E-mail: _____

Business Start Date (*): (dd/mm/yyyy) _____ Number of Employees (*): _____

Annual Revenue (*): _____

B) Points of Contact (POC)

Name: _____ Position: _____

Phone: _____ Cell. Phone: _____ E-mail: _____

Note: The Registrant acknowledges that the information provided is current, accurate, and complete.

For registration assistance call +32 (0) 6544 8987 - e-mail: gjordano.mastrocinque@shape.nato.int

1 Data universal Numbering System (DUNS) – Call Dun & Bradstreet at <http://www.dnb.com/> or call + 32 2 481 83 00 if unsure.

2 VAT number mandatory for EU firms and independent contractors.

3 Example: <http://www.example.com> or <http://example.com>

Enclosure 4 to Part I

LIST OF GOODS AND MATERIALS
(To be completed and enclosed with your bid)

Company:

Address:

.....

.....

Telephone:

Facsimile:

We/I hereby certify that the materials and goods described in this quotation and to be furnished under the resultant contract if awarded to my company will be manufactured and/or assembled by the following firm(s) in the indicated countries:

NAME	COUNTRY
.....
.....
.....
.....
.....

We/I guarantee that, in case of contract as a result of this IFB, a source of an adequate supply of services, components, spare parts and sub-assemblies will be maintained to readily and completely support all deliverables throughout the contract duration.

Date:

Signature:

Name and Title:

ENCLOSURE 5 TO PART I

REFERENCES TO CURRENT OR RECENT CONTRACTS SUBSTANTIALLY SIMILAR (OR EXCEEDING) SCOPE, COMPLEXITY AND MAGNITUDE TO THE REQUIREMENTS STATED IN THIS IFB (1)(2)

For each contract/agreement (at least three within the last five years), please indicate:

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

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

3. Contract reference (if applicable)	
Starting date of contract and End date of contract	
Start date/End date of services	
Description of services and Value of contract	
Customer's name	
Customer's Point of Contact capable of providing information giving name, telephone, fax numbers, e-mail	

(1) Contracts/Agreements listed may include those contracts/agreements with National, International, and Governmental Organizations, Agencies of State and Local Governments, non-profit entities, Commercial concerns, Individual Students. The Bidder may also provide information on problems encountered on the identified contract(s)/service(s) and the Bidder's corrective actions.

(2) Additional Contract Reference data compliant with requirement can be provided through separate files using same format template.

ENCLOSURE 6 TO PART I

Price Proposal*

Mr. _____ on behalf of the firm

_____ submits the following pricing:

LINE ITEM	DESCRIPTION OF WORKS	QTY	AMOUNT (All-inclusive cost) EUR
1	New cable floor boxes and new fiber optic cable (see specs part III Statement of Work)	1	
2	New carpet tiles - Blue Air Force color type - (see specs part III Statement of Work)	250 m ²	
3	BLDG 105 Security Building – Blind glass windows (see specs part III Statement of Work)	1	
4	BLDG 105 Security Building – Blind glass NAGSF's rooms and doors (see specs part III Statement of Work)	1	
	TOTAL		

Please provide cost breakdown, as per table below:

#	Description	EUR Value	Remarks
1	Manpower		Number of personnel (average)
2	Material		Type/brand of material
3	Services		Rental or other services
4	Other Direct Costs		Other, if any e.g. mobilization cost
5	Overhead		Admin cost plus profit

 (Bidder's Name & Signature)

 (Date)

*To be provided as separate file from the Technical Proposal

ENCLOSURE 7 TO PART I
(ITALIAN COMPANIES ONLY)

Autocertificazione nei casi di cui all'art. 89 del D.Lgs 159/2011

Dichiarazione sostitutiva di certificazione
(D.P.R. n. 445 del 28.12.2000)

I sottoscritt_ (nome e cognome) _____
 nat_ a _____ Prov. _____ il _____ residente
 a _____ via/piazza _____ n. _____

consapevole delle sanzioni penali in caso di dichiarazioni false e della conseguente decadenza dai benefici eventualmente conseguiti (ai sensi degli artt. 75 e 76 D.P.R. 445/2000) sotto la propria responsabilità

DICHIARA

che nei propri confronti non sussistono le cause di decadenza, di sospensione o di divieto di cui all'art. 67 del D.Lvo 06/09/2011, n. 159.

Il/la sottoscritto/a dichiara inoltre di essere informato/a, ai sensi del D.Lgs. n. 196/2003 (codice in materia di protezione di dati personali) che i dati personali raccolti saranno trattati, anche con strumenti informatici, esclusivamente nell'ambito del procedimento per il quale la presente dichiarazione viene resa.

_____ data

_____ firma leggibile del dichiarante(*)

N.B.: la presente dichiarazione non necessita dell'autenticazione della firma e sostituisce a tutti gli effetti le normali certificazioni richieste o destinate ad una pubblica amministrazione nonché ai gestori di pubblici servizi e ai privati che vi consentono. L'Amministrazione si riserva di effettuare controlli, anche a campione, sulla veridicità delle dichiarazioni (art. 71, comma 1, D.P.R. 445/2000). In caso di dichiarazione falsa il cittadino **sarà denunciato all'autorità giudiziaria.**

(*) Ove il richiedente è una società l'autocertificazione dovrà essere prodotta dal rappresentante legale e da tutti gli amministratori.

NATO ALLIANCE GROUND SURVEILLANCE FORCE

**PROVISION AND EXECUTION OF CABLE FLOOR BOX
RELOCATION, CABLE EXTENSION AND INSTALL NEW
CARPET TO SEVERAL NAGSF NEW OFFICES -, BLIND
SECURITY WINDOWS TO BLDG 105 AND BLIND
COMMANDER AND CONFERENCE GLASS OFFICES AT THE
NAGSF LOCATED AT SIGONELLA AIRBASE
(ITALY)**

PART II

GENERAL PROVISIONS

IFB-NAGSF-23-04

PART II**GENERAL PROVISIONS**

1. DEFINITIONS

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

- a. **“North Atlantic Treaty Organisation”** is hereafter referred to as NATO;
- b. **“SHAPE”** means the Supreme Headquarters Allied Powers Europe, located at B-7010 SHAPE, Belgium;
- c. **“NAGSF”** means NATO Alliance Ground Surveillance Force, located c/o Sigonella Italian AirForce Base, Lentini (SR), Italy;
- d. **“Contracting Officer”** means the person executing and managing the contract on behalf of NAGSF. Only duly designated Contracting Officers have the authority to obligate NAGSF;
- e. **“Contracting Officer’s 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;
- f. **Ordering Officer** means a staff member of NAGSF appointed in writing by the Contracting Officer to place orders on to the contractor
- g. **“Contractor”** means the entity (firm or person) to whom the contract is awarded and on whose behalf duly authorised persons shall execute it;
- h. **Purchase Order** means the contractual document used by NAGSF to order supplies and services;
- i. **“Days”** shall be interpreted as meaning calendar days.
- l. **“Force Majeure”** means act of God, natural disaster, invasion or war (whether declared or not) and other hostilities, revolution, rebellion or industrial disturbances, except whether solely restricted to the employees of the Contractor, insurrection or riot, commotion or other disorder, ionizing, radiation or contamination by regular activity from any nuclear fuel or waste, radio-active/toxic explosives or other hazardous properties of any explosives, nuclear assembly of nuclear components thereof, or other act, event or circumstance of a similar nature or force arising from circumstances beyond the control of the Parties which could not reasonably be expected to have been taken into account at the time of the conclusion of the Contract and which, or the consequences of which, the Parties could not reasonably have avoided or overcome.

2. APPLICABLE LAW AND REGULATIONS

- 2.1. Except as otherwise provided in the contract, the contract shall be governed, interpreted and construed in accordance with the Civil Law of the Republic of Italy;
- 2.2. When performing at NATO Installations the Contractor and its 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 NAGSF/local installation Directives.
- 2.3. 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.

3. ORDER OF PRECEDENCE

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

- 1st The Part I of the Contract
- 2nd The Special Provisions and Statement of Works (Part III);
- 3rd These General Provisions (Part II);
- 4th The Contractor's Bid or Proposal accepted by NAGSF;

The above documents form entire part of the contract.

4. AUTHORITY

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

5. CONTRACTOR STATUS

The Contractor's status shall be that of an independent Contractor and it is expressly understood that neither the Contractor (nor its personnel) nor Sub-contractors shall be considered in any respect as being employees, servants or agents of NATO.

6. CONSUMER PROTECTION

NAGSF is a non-profit international organisation that shall use the goods and services ordered through the contract for its own self-consumption and not for sale. Therefore, the Contractor agrees that NAGSF must be treated as a consumer for the purposes of the application of any benefits derived from prevailing regulations on consumer protection (e.g., all applicable EU directives on the matter). Specifically, the Contractor agrees to extend to NAGSF the same guarantees and protection applicable to consumers in accordance with any of the stated regulations.

7. CONTRACTOR RESPONSIBILITY

The Contractor shall be responsible for the execution of all terms of the contract. It may not delegate its rights or transfer its obligations without the prior permission of the Contracting Officer.

8. SECURITY

- 8.1. The Contractor shall comply with all security requirements prescribed by NAGSF and the National Security Authority or designated security Agency of the Republic of Italy;
- 8.2. The Contractor is responsible for the safeguarding of NATO classified information or any other information labelled sensitive, entrusted to it or generated by it in connection with the performance of the Contract. It undertakes not to pass on to anyone outside its staff information provided for the performance of the Contract, or any information it may become privy to. It undertakes not to pass on such information or to use it for any purpose whatsoever. Similarly, all Contractor personnel employed at NAGSF shall be required not to disclose any information they may become aware of in the performance of the contract;
- 8.3. Any known or suspected breaches of security or other matters of security significance shall be immediately reported by the Contractor to the Contracting Officer and to the NAGSF Security Officer;
- 8.4. The Contractor ensures that its employees are informed that they may be searched when they enter or leave NAGSF's premises;
- 8.5. The Contractor shall place the Sub-contractor, if any, under security obligations no less stringent than those applied to its own Contract;
- 8.6. If requested, the Contractor undertakes to provide NAGSF Security Officer with an information sheet on all its employees, before they take up their duties, using the form provided by that Officer;

- 8.7. The Contractor accepts to terminate immediately the duties at NAGSF of any employee whose presence is deemed undesirable by NAGSF on the same day that such notification is given by the Contracting Officer or NAGSF Security Officer, without NAGSF being required to state the reasons. Furthermore, in no case may NAGSF be held responsible for the consequences of such a decision.

9. ACCESS CONTROL

Before commencing work on any NATO premise as/if required by the Contract, the Contractor's personnel must be in possession of access cards, and all his vehicles must display access permits. The request for these documents must be submitted to the Contracting Officer Technical Representative or the NATO designated point of contact and the contractor should plan, as a minimum, fifteen (15) days to obtain these. Time lost due to the failure of the Contractor to request in a timely manner access cards and access permits will not entitle him to a claim for lost time or for an extension of the completion date for the performance of the Contract.

10. INSURANCE

- 10.1. The Contractor agrees to procure and maintain, without any cost to NAGSF, any workmen's compensation, employees' liability or other type of insurance required by Italian Law or other NATO countries, as applicable;
- 10.2. The Contractor agrees to procure and maintain, without any cost to NAGSF, a suitable civil liability insurance to cover, on the one hand, damage which could be caused to NAGSF's premises, e.g. by fire, and on the other hand, injury to persons.

11. HEALTH, SAFETY AND ACCIDENT PREVENTION

- 11.1. The Contractor shall comply with the European Union, Italian laws and regulations (or other NATO countries laws and regulations, as applicable) on safety at work and with the Regulations in force at NAGSF workplace(s)/location(s) with regard to health and accident prevention, safety and hygiene;
- 11.2. If the Contracting Officer or the COTR notifies the Contractor in writing of any non-compliance in the performance of the contract, with regard to safety and health rules and requirements prescribed by applicable national or local laws, ordinances and codes, and the Contractor fails to take immediate corrective action, then the Contracting Officer may order the Contractor to stop all or part of the work until satisfactory corrective action has been taken. Such an order to stop work shall not entitle the Contractor to an adjustment of the Contract price or other reimbursement for resulting increased costs or losses;
- 11.3. At any time, NAGSF Safety Officer and Italian labour inspection authorities will be entitled to inspect any Contractor's activities in order to guarantee that this clause is enforced.

12. LABOUR AND MATERIAL STANDARDS

All labour and materials shall comply with all applicable International/European Norms, Regulations and Standards.

13. PREFERRED CUSTOMER

- 13.1. The Contractor warrants that the prices set forth in the contract are as favourable as those extended to any Government, Agency, Company, Organisation or individual purchasing like quantities of goods and/or services covered by the Contract under similar conditions. In the event that prior to termination of the contract the Contractor

offers any of such goods and/or services in substantially similar quantities to any customer at prices lower than those set forth herein, the Contractor shall so notify NAGSF and the prices of such goods and/or services shall be correspondingly reduced by an amendment to the contract;

- 13.2. Price in this sense means "Base Price" prior to applying any bonus, export tax reductions, turn-over tax exemptions and other reductions based on National Policies.

14. PRICES

Unless otherwise indicated in the Contract, all prices are firm and fixed.

15. TAXES AND CUSTOMS CHARGES

15.1. According to the agreements (Article VIII of the Paris Protocol dtd 28 Aug 1952 Article 151 of the COUNCIL DIRECTIVE 2006/112/EC dated 28 November 2006), goods and services under the contract are exempt from taxes, duties and similar charges. Where notwithstanding, these are imposed by national regulations, bidders shall enclose the list and the amounts of taxes, duties and similar charges which have been included in their bid, with a justification.

15.2. The contract price, including the prices in any sub-contracts hereunder, does not include any customs charges, taxes or other charges levied by the member nations of NATO, or any political subdivision thereof, on the work performed by the Contractor or his sub-contractors under this contract.

15.3. Payment for all such charges shall be made directly to the concerned member nations of NATO or any political subdivision thereof by NAGSF to the extent that NAGSF is not, by virtue of law, regulation or governmental agreement, exempt from such charges, and NAGSF shall hold the Contractor and his sub-contractors harmless therefrom. In the event such charges are levied against, and must be paid directly by, the Contractor to his sub-contractors, NAGSF shall reimburse the Contractor the full amount of the charges upon receipt of the Contractor's invoice and appropriate documentation.

16. CONTRACT EFFECTIVE DATE

The effective date of the Contract is the date of last signature by the Parties, or a specific date set forth in Part I hereof.

17. DURATION OF CONTRACT

The duration of the contract is stated in Part I hereof.

18. OPTIONS

NAGSF shall have the right to exercise any or all of the options, in whole or in part, at the terms and conditions set forth in the contract.

19. CHANGES

19.1. Any changes, modifications, additions or deletions and instructions under the contract shall not be binding unless issued in writing as formal amendments by the Contracting Officer and signed by both Parties in the same manner as the contract;

19.2. The Contracting Officer may at any time, by a written order, make changes, within the general scope of this contract;

19.3. If any such changes cause an increase or decrease in the cost of, or in the time required for the performance of any part of the work under the contract, an equitable adjustment shall be made to the contract price. Then the Contract shall be modified in writing accordingly;

- 19.4. Failure to agree to any adjustment shall be a dispute concerning a question of fact within the meaning of the Clause titled "DISPUTES" herein. However, nothing in this clause shall excuse the Contractor from proceeding with the Contract as changed.

20. CONTRACTOR' S NOTICE OF DELAY

- 20.1. In the event the Contractor encounters difficulty in meeting performance requirements, or when it anticipates difficulty in complying with the Contract delivery schedule or date, it shall immediately notify the Contracting Officer in writing, giving pertinent details. This data shall be deemed to be information only in character and this provision shall not be construed as a waiver by NAGSF of any delivery schedule or date, or of any rights or remedies provided by law or under the contract;
- 20.2. When such delay has been caused by the occurrence of any cause constituting Force Majeure and as soon as possible, the Contractor shall give notice and full particulars in writing to the Contracting Officer of such occurrence, as well as its claim for a reasonable extension in time for completion of its obligations under the contract. If the Contractor, in despite of that extension, remains unable by reason of Force Majeure to perform its obligations and meet its responsibilities under the contract, NAGSF has the right to suspend or terminate the contract on the same terms and conditions as are provided for in the clause titled "DEFAULT" herein;

21. LIQUIDATED DAMAGES

For each calendar day of delay in the performance of any relevant task or duty under the Contract, and in lieu of actual damage, the Contractor shall pay to NAGSF as fixed, agreed, and liquidated damages, 0.1% of the total contract price, less handling, transportation and taxes, to a maximum of 10% of the contract price. Alternatively, NAGSF may terminate the contract in whole or in part as provided in the first paragraph of the "DEFAULT" clause and in that event the Contractor shall be liable, in addition to the excess costs provided in second paragraph of the "DEFAULT" clause, for such liquidated damages accruing until such time as NAGSF may reasonably obtain delivery or performance of similar supplies or services. The Contractor shall not be charged with liquidated damages when the delay arises out of causes beyond the control and without the fault or negligence of the Contractor, as defined in third paragraph of the "DEFAULT" clause and in such event, subject to the "DISPUTES" clause, the Contracting Officer shall ascertain the facts and extent of the delay and shall extend the time for performance of the Contract when in its judgement the findings of fact justify an extension.

22. NAGSF DELAY OF WORK

- 24.1. If the performance of all or any part of the work is delayed or interrupted by an act of NAGSF in the administration of the contract, which act is not expressly or implicitly authorized by the contract, or by its failure to act within the time specified in the contract (or within a reasonable time if no time is specified), an adjustment shall be made for any increase in the cost of performance of the contract caused by such delay or interruption and the Contract modified in writing accordingly. Adjustment shall be made also in the delivery or performance dates and any other contractual provision affected by such delay or interruption. However, no adjustment shall be made under this clause for any delay or interruption (i) to the extent that performance would have been delayed or interrupted by any other cause, including the fault or negligence of the Contractor; or (ii) for which an adjustment is provided or excluded under any other provision of the contract;
- 24.2. No claim under this clause shall be allowed (i) for any costs incurred more than twenty (20) days before the Contractor shall have notified the Contracting Officer in writing of the act or failure to act involved; and (ii) unless the claim in an amount stated, is asserted in writing as soon as practicable after the termination of such delay or interruption, but not later than the date of final payment under the Contract;

- 24.3. No claim under this clause shall be allowed for any delay resulting from the restriction of access to NAGSF facilities as a consequence of the conduct of security or safety exercises provided that such restrictive measures do not exceed five (5) working days over a year period, and that the access restrictions are notified by the Contracting Officer, in writing, to the Contractor at least 10 days prior to their implementation.

23. DISPUTES

Disputes will be settled between the Contracting Officer and the Contractor by mutual agreement. In the case of failure to reach an amicable settlement, the court of Host Nation (Italy) shall have jurisdiction. Except as otherwise provided in this contract, this contract shall be governed, interpreted and construed in accordance with the private contract law of the Republic of Italy.

24. TERMINATION FOR DEFAULT

- 24.1. NAGSF may, subject to the provisions of paragraphs below, by Contracting Officer's written notice of default to the Contractor, terminate the whole or any part of the contract in any one of the following circumstances:

- a. if the Contractor fails to provide the goods and/or perform the services within the time and as specified herein or in any extension thereof; or
- b. if the Contractor fails to perform any of the other provisions of the contract, or so fails to make progress as to endanger performance of the contract in accordance with its terms

and in either of these two circumstances does not resolve such failure within a period of ten days (or such longer period as the Contracting Officer may authorise in writing) after receipt of notice from the Contracting Officer specifying such failure;

- 24.2. In the event that NAGSF terminates the contract in whole or in part as provided in the paragraph above, NAGSF may procure goods and/or services similar to those so terminated and the Contractor shall be liable to NAGSF for any excess costs for such similar goods and/or services. The Contractor shall continue the performance of the contract to the extent not terminated under the provisions of this Clause;

- 24.3. Except with respect to defaults of Sub-contractors, the Contractor shall not be liable for any excess costs if the failure to perform the Contract arises from causes beyond the control and without the fault or negligence of the Contractor. If the failure to perform is caused by the default of a Sub-contractor, and if such default arises from causes beyond the control of both the Contractor and Sub-contractor, without the fault or negligence of either of them, the Contractor shall not be liable for any excess costs for failure to perform unless the goods and/or services to be provided by the Sub-contractor were obtainable from other sources in sufficient time to permit the Contractor to perform the Contract;

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

- a. any completed supplies and
- b. such partially completed supplies and materials, parts, tools, dies, jigs, fixtures, plans, drawings, information and contract rights (hereinafter called "manufacturing materials") as the Contractor has specifically produced or specifically acquired for the performance of such part of the contract as has been terminated; and the Contractor shall, upon direction of the Contracting Officer, protect and preserve property in the possession of the Contractor in which NAGSF has an interest. Payment for completed supplies delivered to and accepted by NAGSF shall be at

the contract price. Payment for manufacturing materials delivered to and accepted by NAGSF and for the protection and preservation of property shall be in an amount agreed upon by the Contractor and Contracting Officer; failure to agree such amount shall be a dispute concerning a question of fact within the meaning of the clause of the contract entitled "Dispute". NAGSF may withhold from amounts otherwise due the Contractor for such completed supplies or manufacturing materials such sum as the Contracting Officer determines to be necessary to protect NAGSF against loss because of outstanding liens or claims of former lien holders;

- 24.5. If after notice of termination of the contract under the provisions of this Clause, it is determined for any reason that the Contractor was not in default under the provisions of this Clause, or that the default was excusable under the provisions of this Clause, the rights and obligations of the Parties shall, if the Contract contains a clause providing for termination for convenience of NAGSF, be the same as if the notice of termination had been issued pursuant to such Clause;
- 24.6. Both Parties are under duty of good faith. The Contract includes not only the specific terms, but also law and customary practices applicable in the place where the Contract is to be carried out and to the Type of Trade to which the Contract relates.

25. TERMINATION FOR CONVENIENCE OF NAGSF

- 25.1. The performance of work / service under the contract may be terminated by NAGSF in accordance with this Clause, in whole or in part, whenever the Contracting Officer shall determine that such termination is in the best interest of NAGSF. Any such termination shall be effected by delivery to the Contractor of a Notice of Termination specifying the extent to which performance of work under the Contract is terminated and the date upon which such termination becomes effective;
- 25.2. After receipt of a Notice of Termination and except as otherwise directed by the Contracting Officer, the Contractor shall:
- a. stop work under the Contract on the date and to the extent specified in the Notice of Termination;
 - b. place no further orders or sub-contracts for material, services or facilities, except as may be necessary for completion of such portion of the work under the Contract as is not terminated;
 - c. terminate all orders and sub-contracts to the extent that they relate to the performance of work terminated by the Notice of Termination;
 - d. settle all liabilities and all claims arising from such termination of orders and sub-contracts, with the approval or ratification of the Contracting Officer, to the extent he may require, which approval or ratification shall be final for all the purposes of this Clause;
 - e. transfer title of property and deliver to NAGSF in the manner, at the times, and to the extent, if any, directed by the Contracting Officer:
 1. the fabricated parts, work in process, completed work, and
 2. the completed or partially completed plans, drawings, information, and other property which, if the contract has been completed, would have been required to be furnished to NAGSF;
 - f. complete performance of such part of the work as shall not have been terminated by the Notice of Termination;

- 25.3. After receipt of a Notice of Termination, the Contractor shall submit to the Contracting Officer its termination claim, in the form and with certification prescribed by the Contracting Officer. Such claim shall be submitted promptly but in no event later than three months from the effective date of termination. Upon failure of the Contractor to submit its termination claim within the time allowed, the Contracting Officer may determine, on the basis of information available to him, the amount, if any, due to the Contractor by reason of the termination and shall thereupon pay to the Contractor the amount so determined;
- 25.4. When such claim has been submitted, and the Contractor and the Contracting Officer agree upon the whole amount to be paid, the Contracting Officer shall thereupon pay to the Contractor the amount so determined. In the event of failure to agree upon that amount, the Contracting Officer shall pay to the Contractor the amount determined by him. The total sum to be paid to the Contractor under this paragraph shall not exceed the total Contract price as reduced by the amount of payments otherwise made and as further reduced by the contract price of work not terminated;
- 25.5. Unless otherwise provided for in the contract, or by applicable statute, the Contractor, from the effective date of termination and for a period of three years after final settlement under the contract, shall preserve and make available to NAGSF at all reasonable times at the office of the Contractor but without direct charge to NAGSF, all its books, records, documents and other evidence bearing on the costs and expenses of the Contractor under the contract and relating to the work terminated hereunder, or to the extent approved by the Contracting Officer, photographs, micro-photographs, or other authenticated reproductions thereof.

26. SPECIAL TERMINATION CLAUSE

- 26.1. If at any time, while the contract is in force, either party find itself in one of the following situations:
- Death, supervened incapacity or extinction of its legal entity;
 - Declaration of bankruptcy, reorganisation of debts, take over by a trusty, or any other legal status implying lack of capacity to enter new financial liabilities,
 - Change of activity in such a manner that it becomes incompatible with the purpose of the contract,
- then the other party shall be entitled to terminate the contract upon giving written notice of termination under the provisions of this clause to the other party. Such termination shall not be considered as termination for convenience and shall be effective on the date stated on that notice of termination;
- 26.2. However, notwithstanding the above, NAGSF may terminate the contract immediately without compensation or advance notice if it is unable by reason of Force Majeure to perform its obligations under the contract, or if NATO were to undergo a major reorganisation or cease to occupy the current premises in its actual location.

27. TECHNICAL BROCHURES AND MAINTENANCE PLANNING

See Statement of Works, if applicable.

28. MARKING AND LABELING

See Statement of Works, if applicable.

29. NOTICE OF SHIPMENT

- 29.1. At the time of delivery of any supplies to a carrier for transportation, the Contractor shall give notice of shipment to the Contracting Officer and to the C.O.T.R. or such

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

- 29.2. The following information shall be included in such notification:
- a. Contract Number
 - b. Shipping address
 - From: (Name and complete address of consignor)
 - To (Name and complete address of consignee)
 - c. Listing of supplies by Contract Items(s)
 - d. Number of and marking on packages(s)
 - e. Weight and dimensions of packages(s)
 - f. Name and address of Carrier, mode and date of shipment with waybill number,
 - g. Customs documents required by Contractor (if applicable).

30. SAFETY TESTS AND INSPECTIONS

- 30.1. Unless otherwise specifically provided for in the contract, all equipment, materials and articles incorporated in the work covered by this contract are to be new and of the most suitable grade of their respective kinds for the purposes intended. All workmanship shall be first class.
- 30.2. It is the Contractor's responsibility to obtain, at no additional cost to NAGSF, the suitable official certificates (Certificato di Conformita') for all parts, equipment and installations (such as tanks, generators, transformers, gas lines, etc.) that before putting into use and because of Italian safety regulations require tests or inspections by formally recognised agencies or firms. The certificates, together with the validated test reports, shall be available and submitted to the COTR prior to the start of the acceptance testing by NAGSF. All new electrical and mechanical installations or modifications must be inspected and accepted by a certified inspection agency. Supporting certification may be requested;
- 30.3. All supplies (which terms throughout this clause includes without limitation raw materials, components, intermediate assemblies, and end products) shall be subject to inspection and test by NAGSF, to the extent practicable at all times and places including the period of manufacture, and in any event prior to acceptance;
- 30.4. If any inspection or test is made by NAGSF on the premises of the Contractor or Sub-contractor, the Contractor without additional charge shall provide all reasonable facilities and assistance to NAGSF inspectors in the performance of their duties. If NAGSF inspection or test is made at a point other than the premises of the Contractor or a sub-contractor, it shall be at the expense of NAGSF except as otherwise provided in this contract. In case of rejection NAGSF shall not be liable for any reduction in value of samples used in connection with such inspection or test. NAGSF reserves the right to charge to the Contractor any additional cost of NAGSF inspection and test when supplies are not ready at the time such inspection, when test is requested by Contractor or when re-inspection or retest is necessitated by prior rejection. Failure to inspect supplies shall neither relieve the Contractor from responsibility for such supplies as are not in accordance with the contract requirements nor impose liability on NAGSF therefore;
- 30.5. In case any supplies are defective in material or workmanship or otherwise not in conformity with the requirements of this contract, NAGSF shall have the right either to reject them (with or without instructions as to their disposition) or to require their correction or to accept them against reduction in price which is equitable under the circumstances.

- 30.6. In case of a disagreement between the COTR and the contractor concerning the conformity of materials and equipment, tests may be called for by NAGSF, whereby in the event of failure of the item under test, all costs associated with the tests costs shall be at the contractor's expense.
- 30.7. The inspection and test by NAGSF of any supplies does not relieve the Contractor from any responsibility regarding defects or other failures to meet the contract requirements which may be discovered prior to acceptance.
- 30.8. It is the Contractor's responsibility to obtain, at no additional cost to NAGSF, the suitable official certificates for all parts, equipment and installations (such as tanks, generators, transformers, gas lines, etc.) that before putting into use and because of Italian safety regulations require tests or inspections by formally recognised agencies or firms. The certificates, together with the validated test reports, shall be available and submitted to the C.O.T.R. prior to the start of the acceptance testing by NAGSF. In case of a disagreement between the C.O.T.R. and the contractor concerning the conformity of materials and equipment, tests may be called for by NAGSF, whereby in the event of failure of the item under test, all costs associated with the tests costs shall be at the contractor's expense.

31. VARIATION IN QUANTITY

Option to modify the extent of contracted services and/or the related potential value can be proposed and negotiated with the contractor, subject to approval of the appropriate NAGSF authorities and/or boards, in order to fulfil additional requirements within or similar to the scope of the works described at Part III of this IFB. Any variation under this clause will be addressed to the Contractor through a written contract modification.

32. ACCEPTANCE

- 32.1. Acceptance is the action by which NAGSF acknowledges that the Contractor has fully demonstrated that the deliveries are complete and operational.
- 32.2. Acceptance or rejection of supplies or works shall be made as promptly as practicable after delivery or completion, except as otherwise provided in the contract. For supplies, at the time and place of delivery, inspection will only be made on the exterior state of the packaging and its accompanying documents. Any damage will be noted on the delivery documents, dated and signed.
- 32.3. Acceptance will occur when the following requirements have been met:
- Availability at final destination of all deliverables.
 - Successful completion of acceptance testing.
 - Satisfactory completion of all training or other services, if any, required by that date.

33. TITLE TO PROPERTY AND RISK OF LOSS

- 33.1. Unless this contract specifically provides for earlier passage of title, title to property of the supplies covered by this contract shall pass to NAGSF upon formal acceptance, regardless of when or where NAGSF takes physical possession;
- 33.2. Unless this contract specifically provides otherwise, risk of loss or of damage to supplies covered by this contract shall remain with the Contractor until, and shall pass to NAGSF upon:
- a. delivery of the supplies to a carrier, if transportation is Ex Works (EXW);
 - b. acceptance by NAGSF or delivery of the supplies to NAGSF at the destination specified in this contract, whichever is later;

- 33.3. Notwithstanding 32.2. above, risk of loss of or damage to supplies which so fail to conform to the contract as to give a right of rejection shall remain with the Contractor until cure or acceptance by NAGSF;
- 33.4. The Contractor shall not be liable for loss of or damage to supplies caused by the negligence of officers, agents or employees of NAGSF acting within the scope of their employment.

34. WARRANTY

The Contractor warrants that for a minimum period of 24 (twenty-four) months or higher (depending on the nature of commodities and/or services provided under the Contract provisions, applicable laws and regulations, etc.) following the date of acceptance all supplies furnished and works/services performed under this Contract will be free from defects in material or workmanship and will conform with the specifications and all other requirements of this Contract to include compliance with all applicable laws and regulations.

35. SERVICE PARTS AND AVAILABILITY

Unless as specified otherwise in the Technical Specifications, the Contractor and its subcontractors shall maintain and furnish a source of an adequate supply of services, components, spare parts and sub-assemblies to properly maintain the supplies for the period of contract validity.

36. INVOICES AND PAYMENTS

- 36.1. Payments under the contract will be made in EURO within 30 days from the date of receipt of a properly supported and acceptable invoice submitted upon completion of delivery, inspection and acceptance.

Unless otherwise specified, invoices shall be submitted electronically (i.e.: by email) and in non-modifiable format (such as PDF, other) to NAGSF J8 Finance at accountspayable@nagsf.nato.int and relevant NAGSF Contracting Officer.

It will contain:

- Its reference and issue date;
- The Purchase Order number (if applicable);
- The description of items supplied;
- The quantities delivered;
- The unit prices (exclusive of taxes and duties);
- The discounts offered (if applicable);
- The total amount to be paid;
- **The bank account details where the Contractor will receive the payment.**

- 36.2. No payment shall be made with respect to undelivered supplies, work not performed and/or services not rendered under the contract;
- 36.3. Payment shall be made in the currency or currencies of the Contract and the Contractor shall bear all related charges;
- 36.4. NAGSF shall not bear any cost related to financial guarantees, should the Contractor is required to provide under the contract.

37. ASSIGNMENT OF CLAIM

No assignment of claim shall be made by the Contractor without prior written authorisation from the Contracting Officer.

38. AUDIT

Not Applicable to this Contract.

39. CORRUPTION AND ILLICIT GRATUITIES

- 39.1. The Contractor certifies that neither it nor its agents or representatives have offered or given any gratuity whatsoever to any NAGSF personnel, with a view to securing a contract or favourable treatment with regard to the award, modification or execution of the contract;
- 39.2. NAGSF may, by registered letter, terminate the contract without notice if it is found, after an investigation instituted by NAGSF, that gratuities (in the form of entertainment, gifts or others) were offered or given by the Contractor to NAGSF personnel with respect to the award of the contract or to the taking of any decision regarding its execution.

40. RELEASE OF NEWS/INFORMATION

- 40.1. No news release (including photographs and films, public announcements, etc.) on any part of the subject matter of the contract shall be made by the Contractor without prior written approval by the Contracting Officer;
- 40.2. Furthermore the Contractor shall, in no other manner whatsoever use the name, emblem or official seal of NATO and/or NAGSF in connection with its business or otherwise.

41. INCONSISTENCY BETWEEN ENGLISH VERSION AND TRANSLATION OF CONTRACT

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

42. CONTRACT ADMINISTRATION AND COMMUNICATIONS

- 42.1. The Contractor shall direct all inquiries, notices and communications regarding the contract to the Contracting Officer;
- 42.2. All inquiries, notices and communications which may be personally delivered, mailed, or copied to the address indicated in Part I hereto;
- 42.3. All inquiries, notices and communications between the Contractor and NAGSF shall be written in English and in all correspondence the Contract number shall be mentioned;
- 42.4. Any discussion/negotiation between Contractor and Contracting Officers or Contracting Officer's Technical Representatives shall be recorded in Minutes which shall be signed by authorised representatives of both Contractor and NAGSF. All minutes are considered to be a summary record of discussions and specific actions to be undertaken by the parties as a result of meeting.
- 42.5. If, however, it is considered by either party that certain discussions and decisions fall outside the scope of the contract, then this fact should be recorded at the time and contract amendments will be necessary prior to any action. In this respect it is stated that any changes or instructions which are to be binding shall be given in writing only by the NATO Contracting Officer.

NATO ALLIANCE GROUND SURVEILLANCE FORCE

**PROVISION AND EXECUTION OF CABLE FLOOR BOX
RELOCATION, CABLE EXTENSION AND INSTALL NEW
CARPET TO SEVERAL NAGSF NEW OFFICES -, BLIND
SECURITY WINDOWS TO BLDG 105 AND BLIND COMMANDER
AND CONFERENCE GLASS OFFICES AT SIGONELLA
AIRBASE (ITALY)**

PART III

SECTION A: SPECIAL PROVISIONS

SECTION B: STATEMENT OF WORKS

IFB-ACO-NAGSF-23-04

PART III**Section A - SPECIAL PROVISIONS**

1. PURPOSE AND SCOPE

This is a Firm Fixed Price for the provision and execution of cable floor box relocation, cable extension and install new carpet to several NAGSF new offices -, blind security windows to BLDG 105 and blind Commander and conference glass offices at the new NAGSF's facilities - Sigonella Air Force Base.

2. DURATION OF THE CONTRACT

Award is made by issuing a proper Purchase Order to the selected Bidder. The contract will remain into effect for throughout the execution of works including any warranty period.

3. SITE SURVEY

A mandatory technical site survey will be held at Sigonella Airbase on **Friday, 16 June 2023 at 10:30 hrs. (Local Time)**. Only Bidders who have attended the technical site survey will be entitled to submit proposal.

4. PRICE PROPOSAL & PRICING BASIS

4.1. The Price Proposal shall be submitted in EURO currency on the attached PRICE FORMAT (Enclosure 6 to PART I). Partial bidding is NOT authorized.

4.2. The price shall be firm and fixed.

4.3. No changes to quotations shall be accepted later. Acceptance of this must be confirmed in the bid.

5. PAYMENTS

5.1. Payments under this contract will be made in EURO within 30 days from the date of receipt of a properly supported and acceptable invoice.

5.2. Each invoice shall be addressed to NAGSF, J8 Finance, Acquisition Section - 95030 Sigonella Air Base, ITALY, at accountspayable@nagsf.nato.int as well as the relevant NAGSF Contracting Officer, and it shall contain:

- Its reference and issue date;
- The Purchase Order number (if applicable);
- The description of items supplied;
- The unit prices (exclusive of taxes and duties);
- The total amount to be paid;
- **The bank account details where the Contractor will receive the payment;**

5.3. The standard principle applied by ACO HQs is that payment will only be made upon full compliance with all contract terms by the contractor;

5.4. Each party shall bear its own costs for Electronic Fund Transfers related to any and all payments in the execution of this contract.

6. ACCEPTANCE

8.1. Acceptance shall be by mutual consent on the address indicated under: Part III, Section B - Para 4, DELIVERY AND DOCUMENTATION

8.2. At the end of the contract period, a discharge document for the Organization and for customs will be drawn up following a checkout.

7. LANGUAGES

The contractor must be able to conduct all business and correspondence with NAGSF in English as well as Italian. However, all contractual documentation must be in English.

PART III**Section B - STATEMENT OF WORK****Provision and execution of cable floor box relocation, cable extension and install new carpet to several NAGSF new offices -, blind security windows to BLDG 105 and blind Commander and conference glass offices****1. BACKGROUND**

NAGSF is preparing for the initial move of key personnel into the new Final Infrastructure in the following weeks. This initial move will be executed in very short time. In order to be able to fully comply with the workload demands, it is required some infrastructure improvement such as additional connectivity, floor boxes relocation and windows blinds.

2. SCOPE OF CONTRACT

The aim of this contract is accomplish the following works:

3. WORKS:**CONNECTIVITY WORK REQUIREMENTS AND NEW CARPET**

To meet the connectivity requirements for all IT assets, the following must be accomplished: A professionally installed extension of cables, installation of new sockets (both wall mounted and floor mounted), and installation of new floor boxes. The floor boxes must be able to support NS, NR, and NU. In addition to the IT assets, procurement of new carpet tiles will be required.

- remove the carpet tiles in office 12212 and open the technical floor in order to make the new installation (fiber and copper);
- install new drops with fiber and copper cables to connect the 3 new boxes to the NS, NR, and NU server room nr.12295b and 12295a. Cables extension is approximately estimated by 70 meters;
- install one Wall Box (see diagram (n1.)), to provide the TV that will be mounted in the middle of the left side Wall, with necessary connections which should include one HDMI female socket, one DVI female socket and two RJ45 as well as one CAT 6 entry point, it will be equipped also with n.2 Schuko 10/16A socket and n.2 linear 10/16A socket onto the preferential line. Conduit and wiring for the box will be recessed into the wall;
- install new internal flex conduit inside the gypsum wall to connect the box n1 and n2;
- restore the gypsum wall with full finishes to include joint compound, paint, and trim;
- install one new Floor box (see diagram (n2.)) and run HDMI, DVI, CAT 6 from the Wall box (n1.) to one new designated floor box (n2) planned for Laptop to enable VTC capability

(NU/NR); the box will be equipped also with n° 4 Schuko 10/16A sockets (no break), n° 2 Linear 10/16A sockets (preferential), n° 2 CIS LC Type (fiber optical) sockets (NS) and n° 2 RJ45 CAT 6A sockets (NU).

- install new floor box (n3.) next to the one existing (e2); the box will be equipped with n° 4 Schuko 10/16A sockets (no break), n° 2 Linear 10/16A sockets (preferential), n° 2 CIS LC Type (fiber optic) sockets (NS) and n° 2 RJ45 CAT 6A sockets (NU).
- close the technical floor and install a new carpet. The carpet tiles do not match the size of the floor boxes, it is necessary to install new carpet tiles. Sample tiles in the color blue (Air force Blue **hexadecimal color code #00308f**) should be made available before purchase to coordinate the color and quality specifications. In addition, these carpet tiles should have the same size as the technical floor boards to avoid a replacement for future technical works and should be designed for heavy duty. In order to be able to make future needs adjustments, we recommend ordering at least 250 m2.
- update as built drawings and provide the new system certifications.
- **All electrical schemes and design will be released to the prospective bidders during the mandatory Bidders conference and site survey.**



BLDG 105 GLASS BLINDS

To meet with the privacy requirements for the B105 Security Office the following is required:

- Professionally installed full window blinds to the internal Windows (corner to corner horizontal folding) and the color (light Grey Tone)
- 4 X Windows Collective approx. H105 cm – W 700 cm.
- Specifications
 - Material: Aluminum
 - Color: Grey light tone
 - Opacity: Blackout
 - Folding: Horizontal Manual folding

The contractor will take the exact measure and propose own technical solution according the aforementioned required.

Pictures for Example only:



NAGSF Commander Glass Conference Room and others

Several offices, conference rooms as well as Training doors in BLDG 102/4 need security and privacy adaptation.

All the rooms/doors listed below will require full-length vertical blinds to make the rooms private for internal view only.

Offices/Conference Rooms

- 12210 – MA – Front Office
- 12201 – Conference Room
- 12283 – OPS Wing area
- 12157 – OPS Wing area
- 12106 -
- 12114 – Training
- 12116 – Training

Training Room Doors

- 12128
- 12132
- 12133/4
- 12135/6
- 12137/8
- 12139/40
- 12141

Professionally installed full window blinds to the internal Windows (corner to corner horizontal folding) and the color (light Grey Tone)

- Specifications

- Material: Fabric
- Color: Grey light tone
- Opacity: Blackout
- Folding: Horizontal Manual folding

The contractor will take the exact measure and propose own technical solution according the



4. HEALTH AND SAFETY PROCEDURES

All activities in reference are performed in the aforementioned working areas at the Comando Aeroporto Sigonella NAS II. The Contractor must be informed of the organization of NAGSF and Commando Airport in Sigonella for emergency management. The personnel of the successful firm carrying out the activities at the Customer facilities must:

- have received appropriate information and training on specific hazards of their work (in accordance with Chapter III sec. IV Article 36-37 of the Legislative Decree 81/2008);
- know the safety and emergency signs as per regulations;
- be informed about the purpose of cooperation and coordination useful for elimination and / or reduction of risks from interference, and abide by the behaviours and prevention / protection measures identified therein;
- be recognizable using a special identification card (under Chapter III sec. I Article 26, paragraph 8 of Legislative Decree 81/2008), with photograph and containing the worker's name and an indication of the employer.

For the execution of the services, the Contractor:

- must provide their own material, if necessary, stored in place coordinated with the NAGSF;
- must perform its role and its activities safely without causing damage to people and / or things;
- access the areas of NAGSF carefully following the dictates of this command to avoid possible interference with pedestrian routes and/or those dedicated to emergencies;
- must immediately remove containers, boxes, crates, baskets, emptied pallets and waste which are not allowed, unless authorized, temporary storage places not identified by the customer;
- for alarm situations and / or emergency generally, the staff of the Contractor awarded the contract will have to follow the instructions of the staff on duty at the NAGSF Sigonella;
- must move material, unless otherwise specified, with his own and appropriate means and carry out operations in safety without causing damage to persons and / or property;

- If necessary, the Contractor must provide the signs to indicate the area used for the loading / unloading of materials through cones or similar systems, and its staff will have to pay close attention to the presence of other personnel; in which case it will refrain from seeking a direct or indirect intervention in all the withdrawal operations, unloading cargo, transportation, etc . provided by the contract, merely asking the details strictly necessary for the execution of the work; once it has received these particulars will be kept away from the NAGSF staff present;
- If, during the operations in question, it is proposed to the staff of maintenance organizations to perform unplanned work, the NAGSF staff will not allow or will take care not to allow the start of this work until completion of the operations of the Contractor awarded the contract, unless that the same work will aim to provide for the smooth continuation of the NAGSF activities, in which case preference will be given to them and the Contractor's activities suspended;
- In the case of using hydraulic platform, cranes, forklift the staff of the Contractor awarded the contract will maneuver only in the absence of people in the immediate vicinity and having delimited with cones the danger zone; if someone approaches, the staff must stop the maneuver and request that the person move away; the operation will be resumed only when that person has moved;
- When hand-carrying items will take care to keep the load so as not to obstruct one's view; however, priority will be given to other people in the structure;
- Must turn off the engines of vehicles used for delivery of the load during the whole phase of unloading of the goods;
- Not obscure the safeguards and signage with materials and equipment;
- Not operate on machines, installations and equipment of NAGSF or the Command Airport Sigonella;
- Shall ensure that all equipment used for loading / unloading and transport must be in good working condition and comply with current Italian regulations and maintained in accordance with the applicable OMM (Operational and Maintenance Manual);
- Avoid the use of headphones or earphones for listening to music during exercise because they might interfere with clear perception of alarm beeps in case of emergency (fire alarm, evacuation alarm, buzzers of vehicles and machinery, etc.);
- Must aware staff not go under suspended loads;
- Must obey / respect a prohibition on carrying on its own initiative, manoeuvres or operations that are not under its jurisdiction and which may therefore also compromise the safety of other persons;
- Must not remain after business hours agreed.
- The company that carries out the work must, in a preventive manner, provide for the training of the personnel regarding the rules of work in environments that could be

affected by the emission of “non-ionizing radiation” and present an appropriate “certified” documentation of the indoctrination of each single worker. In the event of operational activity in progress, the personnel who will access the area affected by the works **must have specific non-ionizing radiation dosimeters with them (personal equipment) and must be indoctrinated regarding their use and the rules to follow in case of the instrument’s alarm.**

Also please note that:

- it is forbidden to smoke inside the premises where the Contractor awarded performs the service;
- It is forbidden to inappropriately discard cigarette butts, cigarettes and inflammable material;
- It is forbidden for Contractor employees to use equipment and tools of the Customer outside the list of materials for which the Contractor staff has been approved and / or trained (the list of equipment provided on loan to the user will be provided before the start of the service and will be attached to the minutes of cooperation and coordination).

5. PERIOD OF PERFORMANCE

Service shall be carry out from Monday to Thursday 07:45 – 16:00 and Friday 07:45- 13:00

6. LOCATION OF PERFORMANCE

This work will be performed at NAGSF on Sigonella Airbase.

7. CONTRACT UAL LIABILITIES & SECURITY MEASURES

The contractor will leave the site in a clean and orderly condition. The contracting company guarantees that no existing infrastructure (cables, lines, vehicles etc.) will be damaged during the service execution by own designated personnel and it is responsible for any damage that may occur along with the services and works to be provided for the restoration of damages.

Security measures or restrictions

The contracting firm is aware of increased vehicle access controls to the base and incorporates any delays due to deliveries into its planning.

8. ACCEPTANCE CRITERIA

The Contractor will perform a site survey in order to verify all work in detail and will provide an executive plan of the works in advance (materials, procedures, timeline etc.).

The Contractor will be responsible in case existing infrastructure (cables, lines, pipes etc.) are damaged during the working activities and will be in charge for restoration.

The Contractor, although the works must be carried out in accordance with the attached design doc, will be responsible for verifying the technical solution and will communicate any critical discrepancies to the NAGSF PoC.

In any case, the Contractor will be responsible for what has been implemented, which must take into account all the technical standards, norms and best practice.

The execution of functional tests, as well as the delivery of the required technical – administrative documentation, are part of the works, which will not be declared concluded in the absence of the aforementioned.