



NATO Headquarters Sarajevo

Bosnia and Herzegovina



DATE: 19-Feb-2025

SUBJECT: IFB-NHQSA-25-01
INVITATION FOR BID (IFB) FOR SUPPLY AND DELIVERY OF VEHICLES

REFERENCE: Bi-SC Procurement Directive 60-70 dated 30 June 2015.

Dear Madam or Sir,

Your company is hereby invited to participate in the subject Invitation for the Bid.

The Bid Closing date for this IFB shall be at 12:00 hours (noon, Central European Time) on **Thursday, 13 Mar 2025**. In accordance with the Bi-SC Procurement Directive at reference, the bid opening is not public. Partial bidding is not authorized!

Read carefully the instructions as stated in the bidding documents. Failure to comply with them may cause your offer to be rejected. Your attention is drawn to Part I, the Bidding Instructions, which specifies the procedures to be followed when submitting your bid.

The following documents are integral part of the present IFB:

- a. Acknowledgement of Receipt (Enclosure A to this cover letter);
- b. The Invitation for Bid IFB-NHQSA-25-01, containing:
 - Part I: Bidding Instructions (with related Enclosures)
 - Part II: General Provisions
 - Part III: Statement of Work, Technical Specifications

You are requested to complete and return the Enclosure A - ACKNOWLEDGEMENT OF RECEIPT - within 2 days from the receipt of this IFB, but not later than 21 Feb 2025 at 16:00 hrs. Acknowledgement of Receipt can be faxed to the following number: +387 33 495 710 or emailed to Procurement@nhqsa.nato.int

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

Your participation in the bidding is greatly appreciated.

Sincerely,

/ORIGINAL SIGNED/

Sqn Ldr Jason EDWARDS
JFCN P&C Office
Head of Allied Operations and Missions

Enclosure A

IFB-NHQSA-25-01

ACKNOWLEDGEMENT OF RECEIPT *(to be completed and returned to NHQSA CO, via facsimile +387 33 495 710 or emailed to Procurement@nhqsa.nato.int by **Friday, 21 Feb 2025 at 16:00 hrs.***

FROM: Company: _____
Address: _____

Telephone: _____
E-mail: _____
Web site: _____
Facsimile: _____
Point of Contact: _____

TO: **NHQSA Contracting Office**
Butmir Camp, Krtelji bb, Bldg. 225
71000 SARAJEVO, Bosnia and Herzegovina
Fax: +387 33 495 710

SUBJECT: Acknowledgement of Receipt of Invitation for Bid

We hereby advise that we have received IFB-NHQSA-25-01 Supply and Delivery of Vehicles on (enter date) _____, including all enclosures.

PLEASE CHECK ONE:

☐ As of this date and without commitment on our part we DO intend to participate in the bidding.

☐ 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 will continue to receive all further correspondence related to this IFB. Unless specified differently it will be e-mailed to their above-mentioned address.

Date: _____

Signature: _____

Name & Title: _____



IFB-NHQSA-25-01

Supply and Delivery of Vehicles

PART I

BIDDING INSTRUCTIONS

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- 7. Amendment or Cancellation of IFB**
- 8. Bidders Request for Clarifications**
- 9. Bid Closing Date**
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- 16. Bid Submission**
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Enclosures to Part I:

- Enclosure 1: Compliance Statement for Part II – General Provisions**
Enclosure 2: Compliance Statement for Part III – Technical Specification
Enclosure 3: Certificate of Origin of Vehicles
Enclosure 4: Certificate of parts availability and service / dealership network
Enclosure 5: Pricing Format
Enclosure 6: Label
Enclosure 7: Statement (Izjava)

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1. GENERAL

1.1 The purpose of this Invitation for Bid (IFB) is the competitive selection of the technically compliant –lowest priced bid for the **procurement of four vehicles (4 EA Light SUV 4x4) for NATO HQ Sarajevo, Bosnia and Herzegovina.**

Bidders are advised to read carefully the CONTRACTUAL PROVISIONS (PART II of this IFB) that will apply to any resulting Contract. Therein they will find the stipulations relevant to Acceptance, Warranty, Payments, etc.

2. DEFINITIONS

2.1. The term "Prospective Bidder" shall refer to the entity that has completed and returned the Acknowledgment letter (that is part 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 "NATO" shall refer to the North Atlantic Treaty Organization;

2.5. The term "NHQ Sa" shall refer to the NATO Headquarters Sarajevo, located at Butmir Camp, Krtelji bb, Sarajevo, Bosnia and Herzegovina;

2.6. The Term "NHQSA CO" shall refer to NATO Headquarters Sarajevo Contracting Office;

2.7. The term "Contracting Officer's Technical Representative" (COTR) designates the staff element that has the authority to coordinate, monitor and control Contractor's performance;

2.8. The term "days" as used in this IFB shall, unless otherwise stated, be interpreted as calendar days.

3. ELIGIBILITY

This IFB is open to bids from firms:

- Established in any NATO member nation (32 nations)
- Authorised dealers in-theatre representing NATO-nation manufacturers at the time of bidding.

4. ORIGIN OF VEHICLES

4.1. Only vehicles manufactured or assembled in one of the following NATO member countries, which participate in the funding of this requirement, will initially be taken into consideration for evaluation. NATO members are: Albania, Belgium, Bulgaria, Canada, Croatia, Czech Republic, Denmark, Estonia, Finland, France, Germany, Greece, Hungary, Iceland, Italy, Latvia, Lithuania, Luxembourg, Montenegro, Netherlands, North Macedonia, Norway, Poland, Portugal, Romania, Slovakia, Slovenia, Spain, Sweden, Turkey, United Kingdom and the United States of America. It is only when compliant or financially affordable vehicles are not available from the above countries that bids for vehicles manufactured or assembled in the countries participating in NATO's Partnership for Peace Program (PfP) will be considered.

4.2. A certificate stating the Origin of the Vehicles must be completed, signed by the bidder and forwarded as part of the bid (see Part I, Enclosure 3).

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5. DURATION OF THE CONTRACT

The Contract(s) awarded through this IFB shall be effective upon award with prescribed delivery times given in Part III, Technical Specification. The vehicles shall be delivered to final destination, in general no later than 31 Dec 2025. A different schedule may be proposed, however, while shorter delivery times are welcomed, inability to deliver within above specified times may be reason for finding your bid technically non-compliant. Once a delivery date has been agreed, the Contractor will be responsible for complete delivery by that date to final destination. Failure to do so will result in the immediate application of the Liquidated Damages Clause of the General Provisions.

6. EXEMPTION FROM TAXES

According to the NATO agreements, performance under any Contract resulting from this IFB will be exempt from taxes, duties, and similar charges. Where, notwithstanding, these are imposed by national regulations, bidders must enclose the list and the amounts of taxes, duties and similar charges, which have been included in their bid, with a justification.

7. AMENDMENT OR CANCELLATION OF IFB

7.1. NHQ SA 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;

7.2. NHQ SA reserves the right to cancel, at any time, this IFB partially or in its entirety. No legal liability on the part of NHQSA 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.

8. BIDDERS REQUEST FOR CLARIFICATIONS

8.1. 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 facsimile) from the Contracting Officer. The Contracting Officer must receive such requests for clarification **not later than Thursday 27 Feb 2025 at 16:00 hours**;

8.2. 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.

9. BID CLOSING DATE

Bids must be received at NHQSA **not later than Thursday 13 Mar 2025 at 12:00 hours** 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 NHQSA 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 Thursday 27 Feb 2025 at 16:00 hours**, and must include a strong justification for the request. The NHQSA Contracting Officer may, at his/her own discretion, grant an extension of the bid closing date.

11. BID VALIDITY

Bids submitted shall remain valid up to 90 days after bid closing date.

12. COMPLIANCE

12.1. Bidder's proposal must be based on full compliance with the terms, conditions, and requirements of this IFB and any clarifications and/or amendments that may be issued.

12.2. Each bidder **must include in his bid** Compliance statements in accordance with Enclosures 1 through 4, Part I of this IFB. Bidder shall list thereon, if applicable, all deviations from the Contractual (Part II) and Technical (Part III) Requirements of the IFB. Offerors are reminded that deviations that, in the Contracting Officer's discretion, render the bid non-compliant will result in the offeror being ineligible for award.

12.3. **Failure to submit completed compliance statements may result in disqualification of the bid.**

13. CURRENCY

Bidders will quote in BAM or EUR. The Bidder will clearly indicate what currency is bidding in. The Contract's value will be expressed in the same currency as the currency of the winning bid. Bidders are also advised that all payments will be made in the currencies mentioned on the future Contract.

14. PRICING BASIS

14.1. All prices shall be expressed as **fixed and firm prices and will include all associated costs such as delivery to Butmir Camp in Sarajevo, etc.**

14.2. Prices are to be customs and VAT excluded and at least as favourable as those extended to any Government, Agency, Private Company, International Organisation, or individual purchasing or handling like Quantities or equipment and/or parts covered by a contract under similar conditions.

15. CONTENTS OF BID

15.1 **Number of copies:** The bid package shall be submitted in one (1) original and one (1) copy as a minimum.

15.2 **Bid package:** The bid shall be subdivided into two parts: the **PRICE PROPOSAL** and the **TECHNICAL PROPOSAL**.

15.2.1. The **PRICE PROPOSAL** must include the following as a minimum:

- a. A table of contents for the entire proposal (**pages should be numbered**);
- b. Bidder's name, address, Point Of Contact, phone and fax numbers, e-mail address, and Internet site;
- c. Indicated validity of the proposal (Bid must be valid at least 90 days after bid closing date);
- d. Filled and signed Pricing Format (see Part I, Enclosure 5). **Partial bidding is not authorized;**
- e. The Compliance Statement for Part II - Contractual Provisions (see Part I, Enclosure 1);
- f. Copy of the Price Proposal. Copy can be provided in electronic (CD-ROM) or paper form and it must contain a copy of all the documentation listed above.

15.2.2. The **TECHNICAL PROPOSAL** must include the following as a minimum:

- a. A table of contents for the entire proposal (**pages should be numbered**);
- b. All technical information and descriptive material with the characteristics of the each offered vehicle model. This has to include illustrations, drawings, catalogues and other information as appropriate for a technical evaluation to determine whether the proposal meets all the requirements of this IFB and to identify exactly what the bidder proposes to furnish and what NATO would be purchasing if/when making an award;
- c. Indicated delivery date for offered vehicles;

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- d. Certificate of authorization for service/dealership from original manufacturer or manufacturer's general representative for Bosnia and Herzegovina;
- e. The Compliance Statement for Part III – Technical Specification (see Part I, Enclosure 2);
- f. The Certificate of Origin of Vehicles (see Part I, Enclosure 3);
- g. The Certificate of parts availability and service / dealership network (see Part I, Enclosure 4);
- h. Certificate from social security authorities to the effect that the bidder is up to date with the payment of social security contributions (not older than 3 months at the time of bid submission) **OR** verified statement about social contributions payments (see Part I, Enclosure 7) ;
- i. Certificate from tax authorities of all pending tax disputes, payments and issues (not older than 3 months at the time of bid submission) **OR** verified statement about tax payments (see Part I, Enclosure 7) ;
- j. Copy of the Court Registration for the Company;
- k. Copy of the Technical Proposal. Copy can be provided in electronic (**CD-ROM**) or paper form and it must contain a copy of all the documentation listed above.

IMPORTANT: Prices shall not be indicated anywhere in the technical proposal! Failure to comply with this may cause your bid to be disqualified!

16. BID SUBMISSION (mailed, hand delivered or emailed)

16.1. **Language:** Bids shall be written in English language. Only exceptions are the documents issued by local government institutions which may be submitted in local language.

16.2. Bid mailing/hand delivery:

16.2.1. The **BID PACKAGE** will contain both the **PRICE PROPOSAL** and the **TECHNICAL PROPOSAL**. You will put Price proposal in one **sealed** envelope and mark that envelope as “Price Proposal”, while the Technical proposal will be put in another **sealed** envelope marked as “Technical Proposal”. Both envelopes will be placed into third (exterior) **sealed** envelope or box on which will be glued, taped, or otherwise securely affixed, the mailing label found on Part I, Enclosure 6.

16.2.2. NHQ SA CO is located in Sarajevo, Bosnia and Herzegovina. Bids hand-carried to NHQSA CO or delivered by commercial courier or parcel-delivery companies must be packed and labelled as explained in paragraph 16.2.1. above. The bids are to be handed over to a representative of the NHQSA CO. **Bids will be accepted between the hours 08:00 to 16:00 Monday through Friday. However, bids must arrive not later than 12:00 hours on Thursday 13 Mar 2025.** The time and date the bid is received by a representative of the NHQSA CO will be recorded on the envelope or package and the delivery agent will be requested to sign the date/time endorsement, signifying his agreement as to its accuracy.

16.3. Bid emailing:

16.3.1. The **BID** will contain both the **PRICE PROPOSAL** and the **TECHNICAL PROPOSAL**. You will assemble all elements of Price proposal in one attachment (i.e. pdf document) and name that attachment as “Price Proposal”, while the Technical proposal will be assembled in another attachment named “Technical Proposal”. If either part of your bid (i.e. Price or Technical) will have more than one attachment **please clearly mark all/any attachments as either Price or Technical proposal.**

16.3.2. Your bid assembled and marked as explained in paragraph 16.3.1. above, will be than emailed to NHQ Sa at the following e-mailed address: Procurement@nhqsa.nato.int. **Bids must be received not later than 12:00 hours (noon, local Sarajevo time) on Thursday 13 Mar 2025.** The time and date the bid is received by a representative of the NATO will be recorded and the bidder informed via confirmation email. If you have not received email confirming the receipt of your bid that means your bid was not received, so please get in touch with designated NATO representative(s).

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16.3.3. The e-mail message size is to be < 10 MB. The e-mail attachments must be in one of the standard formats (i.e. Microsoft Office well-known extensions *.doc, *.docx, *.xls, *.xlsx, *.ppt, pdf, jpeg etc.) E-mails containing *.zip, *.rar (compressed archived files), especially password protected ones will not reach NATO authorized personnel. You are allowed to send multiple emails if your bid exceeds 10 MB. You will receive an automatic reply confirming receipt of your e-mail. If you do not receive confirmation e-mail please contact designated NATO representative(s).

17. LATE BIDS

17.1. It is the bidder's responsibility to ensure that his bid reaches NHQ SA CO before or on the exact date and time fixed for the bid closing. Bids received after that time will be considered as late bid. Late bids shall be considered only before the Contract(s) have been awarded and on condition that their failure to arrive on time is solely the result of:

- a.) A delay in the government channels, i.e. governmental courier service or mail for which the bidder was not responsible, but only if the bid was sent not later than ten (5) calendar days before the bid closing, by Registered Mail or by Certified Mail, for which an official Post Office date stamp or the receipt for certification has been obtained, or, if the government courier service, certified time and date of receipt. Note: Commercial courier or parcel-delivery companies are not considered to be government channels.
- b.) Mishandling by NATO personnel upon or after receipt.
- c.) In case you submitted your bid via email to Procurement@nhqsa.nato.int you will be requested to provide confirmation email that your bid was received before bid closing date and time.

17.2. Late bids cannot be considered for award. These bids will be treated as non-responsive and will be returned un-opened to the bidder upon request, at his expense.

18. 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 NHQ SA Contracting Officer. At the bidder's request, withdrawn bids will then be returned unopened to the bidder at the bidder's expense.

19. BID EVALUATION

19.1. Responsibility:

The evaluation of bids and the determination as to the responsiveness and technical adequacy of the products offered shall be the responsibility of NATO and shall be based on information provided by the bidder. NATO will not be responsible for seeking any information that is not identified and available in the bid.

19.2. Evaluation process:

- Contract will be awarded to the Bidder that submitted Technically Compliant Bid with the lowest prices.

Evaluation process will run as explained bellow:

- Envelopes marked as "Technical Proposal" will be opened first. Bids will be technically evaluated and marked either as "technically compliant" or "technically non-compliant". Bids marked as "Technically non-compliant" will not be taken into further evaluations.
- Second step is to examine financial proposals among the technically compliant bids and identify the lowest one. Contract(s) will be awarded to the Bidder that submitted Technically Compliant Bid with the lowest price.

20. CLARIFICATION OF BIDS

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

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Besides, any bidder may be requested to confirm, by demonstration, the content bid. However, no changes to the content of the bid, including technical, financial, and schedule changes, shall be permitted.

21. AWARD

The Contract will be awarded to the “technically compliant-lowest priced bidder” as described in Paragraph 19 above.

Partial bidding is not authorized.

22. COMMUNICATIONS AND CONTACTS FOR CLARIFICATION

22.1. Communications in general:

Any communication related to this IFB, between a prospective bidder or a bidder and NHQ SA shall only be through NHQ SA/JFCN P&C Office (the individuals identified below in Paragraph 22.2.). Designated NHQ SA personnel will assist the JFCN Contracting Officer in the administration of this IFB. There shall be no contact with other NATO personnel. This is to maintain all bidders on equal and competitive footing.

22.2. Points of Contact:

- 1.) Mrs. Elmihana GUTIC
NHQ SA P&C Office, Chief Contracting Officer
Tel: +387 (033) 49 5723; Fax: +387 (033) 49 5710
E-mail: Elmihana.gutic@nhqsa.nato.int
- 2.) Mrs. Djordjija HADZIC
NHQ SA P&C Office, Senior Buyer
Tel: +387 (033) 49 5727; Fax: +387 (033) 49 5710
E-mail: Dordija.hadzic@nhqsa.nato.int
- 3.) Sqn Ldr Jason EDWARDS
JFCN P&C Office, Head of Allied Operations and Missions
Telephone: +39 (081) 721 5273
Email address: Jason.edwards@jfcnp.nato.int

22.3. All correspondence will be forwarded to:

NHQ SA J8
Purchasing and Contracting Office
IFB-NHQSA-25-01
Camp BUTMIR Sarajevo
71210 Ilidza
Bosnia and Herzegovina

23. "ZERO TOLERANCE POLICY"

23.1. All ACO, to include NHQ SA, 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).

23.2. By submitting a bid 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 favourable treatment with regard to the award, modification or execution of any contract under this solicitation.

23.3. The Contracting Officer may, by registered letter, terminate any contract awarded as a result

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of this solicitation at no cost to NATO 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 NATO personnel with the respect to the award of any contract under this solicitation, or to the taking of any decision regarding its execution.

23.4. If the Contracting Officer established that the provisions stated in paragraphs 23.1, 23.2 and 23.3 above have been disregarded, the bidder(s) may be removed from any NATO source list after NHQ SA will have informed NATO Commands and the relevant national authorities.

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Enclosure 1 to Part I

(To be completed and enclosed with your bid)

COMPLIANCE STATEMENT FOR PART II

Contractual Provisions

It is hereby stated that our bid to **IFB-NHQA-25-01 Supply and Delivery of Vehicles** is fully compliant with the Contractual Provisions, as contained in Part II of the IFB, with the following exception(s):

CLAUSE:

DESCRIPTION OF DEVIATION:This image shows a full page of white paper with horizontal dotted lines. The lines are evenly spaced and run across the width of the page, providing a guide for handwriting practice. There are no margins, text, or other markings on the page.

Date:

Signature:

Name and Title:.....

Company:

N A T O U N C L A S S I F I E D

Enclosure 3 to Part I
(To be completed and enclosed with your bid)

CERTIFICATE OF ORIGIN OF VEHICLES

We/I hereby certify that the vehicles described in our bid to **IFB-NHQSA-25-01 Supply and Delivery of Vehicles** and to be furnished under the resultant contract, if awarded to our company, will be manufactured and/or assembled by the following firm(s) in the indicated countries:

NAME:	COUNTRY:
.....
.....
.....
.....
.....
.....

Date:

Signature:

Name and Title:.....

Company:

N A T O U N C L A S S I F I E D

Enclosure 4 to Part I

(To be completed and enclosed with your bid)

CERTIFICATE OF PARTS AVAILABILITY AND SERVICE / DEALERSHIP NETWORK

We/I hereby certify that service and dealership network for the vehicles offered in our bid to **IFB-NHQSA-25-01 Supply and Delivery of Vehicles** is:

- 1.) Available in Sarajevo area (within 40 km from Butmir Camp); and
- 2.) Able to deliver required spare parts within 14 days upon the order.

Date:

Signature:

Name and Title:.....

Company:

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Enclosure 5 to Part I

(To be completed and enclosed with your bid)

PRICING FORMAT

#	Description	Qty	Unit	Unit Price	Total
1.	Light SUV 4x4, as per Technical Specifications provided in Part III of this IFB-NHQSA-25-01 . Brand / Model of the offered vehicle: <hr/>	4	EA		

CURRENCY: _____

NOTE:

- Bidders are allowed to offer more than one brand / type / model of vehicle, as long as it meets required technical specification. If you will do so, please use separate pricing sheet.
- Please include all applicable discounts into the unit price of the offered vehicles.
- Partial bidding is not authorized.

Date:

Signature:

Name and Title:.....

Company:

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Enclosure 6 to Part I

(Complete and use for the exterior envelope)

The label below is to be completed by the bidder and affixed/glued to the exterior envelope or parcel with the Bid Packages.

(cut along line)

SEALED BID TO THE IFB-NHQSA-25-01 SUPPLY AND DELIVERY OF VEHICLES

To be opened by the NHQ Sa Contracting Office authorized personnel only!

SENDER:

.....

.....

.....

.....

TO:

**NATO HQ Sarajevo
Contracting Office (NHQ SA CO)
Bld. 225, 1st Floor
Camp Butmir, Krtelji bb
71 000 SARAJEVO, Bosnia and Herzegovina**

POC: Elmihana Gutic (phone: +387 33 495 723)

Djordjija Hadzic (phone: +387 33 495 727)

PISMENA IZJAVA*(verzija za firme/ponuđače iz BiH)*

U svrhu učestvovanja u procesu nabavke vozila u NATO Štabu Sarajevo, ref. "IFB-NHQA-25-01", izjavljujem da firma/ponuđač _____, koju predstavljam, **nije**:

- 1.) Propustila ispuniti obveze u vezi s plaćanjem penzionog i invalidskog osiguranja u skladu s vežećim propisima u državi u kojoj je firma/ponuđač registrovana;
- 2.) Propustila ispuniti obveze u vezi s plaćanjem direktnih i indirektnih poreza u skladu sa važećim propisima u državi u kojoj je firma/ponuđač registrovana.

U slučaju da se rezultirajući ugovor dodjeli gore navedenoj firmi, ista se obavezuje da Kancelariji za nabavke i ugovore NATO Štaba u Sarajevu u najskorijem mogućem roku, ali ne kasnije od 10 dana nakon objave rezultata tendera, dostavi sljedeće dokumente:

- 1.) Uvjerenje nadležnih institucija kojim se potvrđuje da je firma ponuđač izmirila dospjele obaveze, a koje se odnose na doprinose za penziono i invalidsko osiguranje i zdravstveno osiguranje;
- 2.) Uvjerenje nadležnih institucija kojim se potvrđuje da je firma ponuđač izmirila dospjele obaveze u vezi s plaćanjem poreza.

Nadalje izjavljujem da sam svjestan da je krivotvorenje službene isprave ili davanje neistinite izjave kazneno djelo predviđeno Kaznenim zakonima, te da predstavlja prekršaj za koji se predviđa novčana kazna. Takođe izjavljujem da sam svjestan da NATO Štab u Sarajevu, koji provodi postupak nabavke, zadržava pravo provjere tačnosti date izjave kod nadležnih organa.

Izjavu dao (ime i potpis):

Mjesto i datum davanja izjave:

Ovjera nadležnog organa (opština ili sud):

STATEMENT

(version for companies/bidders located outside of BiH)

For the purpose of participating in the procurement process for the supply and delivery of vehicles for NATO Headquarters Sarajevo, ref. "IFB-NHQSA-25-01", I declare that the company / bidder _____, which I represent, is not:

- 1.) Failed to fulfill obligations related to the payment of health insurance for employees in accordance with the laws applicable in the country where the company is registered;
- 2.) Failed to meet obligations related to the payment of taxes in accordance with the laws applicable in the country where the company is registered;

In case the resulting contract is awarded to the above company, it undertakes to submit the following documents to the Procurement and Contracts Office of the NATO Headquarters in Sarajevo as soon as possible, but not later than 10 days after the announcement of the tender results:

- 1.) Certificate from the competent institutions confirming that the bidder has settled the due obligations, which relate to health insurance;
- 2.) Certificate from the competent institutions confirming that the bidder has settled the due obligations regarding the payment of taxes.

I further declare that I am aware that forging an official document or giving a false statement is a criminal offense under the Criminal Code, and that it is a misdemeanor for which a fine is provided. I also declare that I am aware that the NATO Headquarters in Sarajevo, which is conducting the procurement procedure, reserves the right to check the accuracy of the given statement with the competent authorities.

Statement given by (name and signature): _____

Place and date: _____

Verification by the competent authority: _____



NATO Headquarters Sarajevo

Bosnia and Herzegovina



IFB-NHQSA-25-01

Supply and Delivery of Vehicles

PART II GENERAL PROVISIONS

Table of Contents for General Provisions for Fixed Price Supply Contracts:

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44. Employee Contributions
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1. **Definitions:** As used throughout this contract, the following terms shall have meanings as set forth below:

- a. NATO - The North Atlantic Treaty Organisation.
- b. NHQSA - NATO Headquarters Sarajevo, located at Butmir Kamp Krtelji bb, Sarajevo, Bosnia and Herzegovina;
- c. "Contracting Officer" shall refer to the person executing and managing this contract for NHQSA.
- d. "Contractor" means the entity (firm or person) to whom the contract is awarded and on whose behalf duly authorized persons shall execute it;
- e. "Inspector" - means a person appointed by the Contracting Officer for the purpose of determining compliance with the technical requirements of the contract.
- f. SHAPE - means the Supreme Headquarters Allied Powers Europe, located at B-7010 SHAPE, Belgium.
- g. "Days" - shall be interpreted as meaning calendar days.

2. Applicable Law and Regulations:

2.1. PREAMBLE

The Parties understand this contract serves the legitimate purpose of implementing the operational mandate further described here under in pursuance of the functional tasks of NATO and "Allied Command Operations" (ACO) and cannot be construed as used or intended for other than non-commercial purposes during the mission.

2.2. GOVERNING LAW

The governing law of this contract shall be Public International Law, including the United Nations Security Council Resolutions and any international agreement or NATO and "Allied Command Operations" (ACO) rules of the organization applicable to the NATO operation for the procurement of which this contract has been designed.

2.3. As regards any arbitration agreement and procedure, the Arbitral Tribunal shall apply the law which it determines to be appropriate, should the case arise.

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

4. **Consumer Protection:** NATO is a non-profit international organisation that will use the goods and services ordered through the contract for its own self-consumption and not for sale. Therefore, the Contractor agrees that NHQSA 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 NHQSA the same guarantees and protection applicable to consumers in accordance with any of the stated regulations.

5. **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.

6. Security:

- a. In each NATO country in which the contract is performed, the Contractor shall comply with all security requirements prescribed by NHQSA and the National Security Authority or designated security agency.
- b. The Contractor shall be responsible for the safeguarding of NATO classified information, material and equipment entrusted to him or generated by him in connection with the performance of the contract.
- c. Any known or suspected breaches of security or other matters of security significance shall be reported by the Contractor to the Contracting Officer and to the National Security Authority or designated security agency.
- d. The Contractor shall apply to the Contracting Officer for approval before sub-contracting any part of the work, if the sub-contract would involve the sub-contractor in access to classified information. The Contractor shall place the sub-contractor under security obligations no less stringent than those applied to his own contract.

N A T O U N C L A S S I F I E D

7. Title to Property and Risk of Loss:

a. Unless this contract specifically provides for earlier passage of title, title to property of the supplies covered by this contract shall pass to NHQSA upon formal acceptance, regardless of when or where NHQSA takes physical possession.

1) 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 NHQSA upon:

(a) Delivery of the supplies to a carrier, if transportation is Ex Works (EXW);

(b) Acceptance by NHQSA or delivery of the supplies to NHQSA at the destination specified in this contract, whichever is later, if transportation is Delivered Duty Unpaid (DDU).

2) Notwithstanding (1) 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, at which time (1) above shall apply.

b. Notwithstanding (1) above, the Contractor shall not be liable for loss of or damage to supplies caused by the negligence of officers, agents or employees of NHQSA acting within the scope of their employment.

8. Inspection:

a. Unless otherwise specifically provided for in the specifications, all equipment, materials and articles incorporated in the work covered by this contract are to be new and of the most suitable grade of their respective kinds for the purposes intended. All workmanship shall be first class.

b. All supplies (which terms throughout this clause includes without limitation raw materials, components, intermediate assemblies, and end products) shall be subject to inspection and test by NHQSA, to the extent practicable at all times and places including the period of manufacture, and in any event prior to acceptance.

c. In case any supplies are defective in material or workmanship or otherwise not in conformity with the requirements of this contract, NHQSA shall have the right either to reject them (with or without instructions as to their disposition) or to require their correction or to accept them against reduction in price which is equitable under the circumstances.

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

e. The inspection and test by NHQSA 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. Except as otherwise provided in the contract, acceptance shall be conclusive except as regards latent defects, hidden deficiencies, fraud, or such gross mistakes as amount to fraud.

9. **Variation in Quantity:** No variation in the quantity of any item called for by this contract will be accepted unless such variation has been caused by conditions of loading, shipping, or packaging, or allowances in manufacturing processes and then only to the extent, if any, specified elsewhere in contract.

10. Notice of Shipment

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

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b. The following information shall be included in such notification:

(1) Contract Number

(2) Shipping address

From: (Name and complete address of consignor)

To: (Name and complete address of consignee)

(3) Listing of supplies by Contract Items(s)

(4) Number of and marking on packages(s)

(5) Weight and dimensions of packages(s)

(6) Name and address of Carrier, mode and date of shipment with waybill number,

(7) Customs documents required by Contractor (if applicable).

11. **Assignment of Claim:** No assignment of claim will be made by the Contractor without prior written authorisation from the Contracting Officer.

12. **Sub-Contracts:**

- a. The designation of a Sub-Contractor must be approved by the NHQSA Contracting Officer, who may, for reasons of his own, refuse such designation.
- b. Even if a Sub-Contractor is approved, the Contractor remains responsible to NHQSA for all obligations he assumes under this contract.
- c. The Sub-Contractor, if any, shall procure all permits and licenses necessary for the execution of the contract, at no cost to NHQSA.
- d. The Sub-Contractor's contract must contain a clause whereby the Contractor is entitled to cancel the contract at any time and without notice, if so required by NHQSA.

13. **Termination for Convenience of NHQSA:**

a. The performance of work under this contract may be terminated by NHQSA 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 NHQSA. 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.

b. After receipt of a Notice of Termination and except as otherwise directed by the Contracting Officer, the Contractor shall:

- 1) Stop work under the contract on the date and to the extent specified in the Notice of Termination;
- 2) 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;
- 3) Terminate all orders and sub-contracts to the extent that they relate to the performance of work terminated by the Notice of Termination;
- 4) Settle all liabilities and all claims arising out of 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;
- 5) Transfer title and deliver to NHQSA in the manner, at the times, and to the extent, if any, directed by the Contracting Officer;

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(a) The fabricated parts, work in process, completed work, and

(b) 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 NHQSA;

6) Complete performance of such part of the work as shall not have been terminated by the Notice of Termination.

c. After receipt of a Notice of Termination, the Contractor shall submit to the Contracting Officer his 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 six months from the effective date of termination. Upon failure of the Contractor to submit his 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.

d. Subject to the provisions of paragraph c., the Contractor and the Contracting Officer may agree upon the whole or any part of the amount or amounts to be paid to the Contractor by reason of the total or partial termination of work pursuant to this clause, which amount or amounts may include a reasonable allowance for profit on work done; provided that such agreed amount or amounts exclusive of settlement costs 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.

e. In the event of the failure of the Contractor and the Contracting Officer to agree as provided in paragraph d. upon the whole amount to be paid to Contractor by reason of the termination of work pursuant to this clause, the Contracting Officer shall pay to the Contractor the amounts determined by the Contracting Officer.

f. Unless otherwise provided for in this contract, or by applicable statute, the Contractor, from the effective date of termination and for a period of three years after final settlement under this contract, shall preserve and make available to NHQSA at all reasonable times at the office of the Contractor but without direct charge to NHQSA, all his books, records, documents and other evidence bearing on the costs and expenses of the Contractor under this 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.

14. Termination for Default:

a. NHQSA may, subject to the provisions of paragraph c. below, by written notice of default to the Contractor, terminate the whole or any part of this contract in any one of the following circumstances:

1) If the Contractor fails to make delivery of the supplies or to perform the services within the time specified herein or any extension thereof; or

2) If the Contractor fails to perform any of the other provisions of this contract, or so fails to make progress as to endanger performance of this contract in accordance with its terms and in either of these two circumstances does not cure such failure within a period of ten days (or such longer period as the Contracting Officer may authorize in writing) after receipt of notice from the Contracting Officer specifying such failure.

b. In the event NHQSA terminates this contract in whole or in part as provided in paragraph a. of this clause, NHQSA may procure supplies or services similar to those so terminated and the Contractor shall be liable to NHQSA for any excess costs for such similar supplies or services. The Contractor shall continue the performance of this contract to the extent not terminated under the provisions of this clause.

c. Except with respect to defaults of sub-contractors, the Contractor shall not be liable for any excess costs if the failure to perform the contract arises out of causes beyond the control and without the fault or negligence of the contractor. If the failure to perform is caused by the default of a sub-contractor, and if such default arises out of causes beyond the control of both the Contractor and sub-contractor, without the fault or negligence of either of them, the Contractor shall not be liable for any excess costs for failure to perform unless the supplies or services to be furnished by the sub-contractor were obtainable from other sources in sufficient time to permit the Contractor to meet the required delivery schedule.

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

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1) Any completed supplies and

2) 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 this contract as has been terminated; and the Contractor shall, upon direction of the Contracting Officer, protect and preserve property in the possession of the Contractor in which NHQSA has an interest. Payment for completed supplies delivered to and accepted by NHQSA shall be at the contract price. Payment for manufacturing materials delivered to and accepted by NHQSA 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 this contract entitled "Dispute". NHQSA 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 NHQSA against loss because of outstanding liens or claims of former lien holders.

e. If, after notice of termination of this contract under the provisions of this clause, it is determined for any reason that the Contractor was not in default under the provisions of this clause, or that the default was excusable under the provisions of this clause, the rights and obligations of the parties shall, if the contract contains a clause providing for termination for convenience of NHQSA, be the same as if the notice of termination had been issued pursuant to such clause. If, after such notice of termination of this contract under the provisions of this clause, it is determined for any reason that the Contractor was not in default under the provisions of this clause, and if this contract does not contain a clause providing for termination for convenience of NHQSA the contract shall be equitably adjusted to compensate for such termination and the contract modified accordingly; failure to agree to any such adjustment shall be a dispute concerning a question of fact within the meaning of the clause of this contract entitled "Disputes".

f. Both parties are under duty of good faith. The contract includes not only the specific terms, but also law and customary practice applicable in the place where the contract is to be carried out and to the Type of Trade to which the contract relates.

15. Disputes:

15.1. Considering the privileges and immunities of the Supreme Headquarters and their subordinate Allied Headquarters which have been granted to the Allied Command Operations (ACO) International Military Headquarters by the Agreement between the Parties to the North Atlantic Treaty regarding the Status of their Forces (NATO SOFA) signed in London on 19 June 1951, the Protocol on the Status of International Military Headquarters set up pursuant to the North Atlantic Treaty signed in London on 28 August 1951 and any applicable Supplementary Agreement or Accord de Siege, in particular the immunity from legal process, the Parties shall use their best efforts to amicably settle any dispute, controversy or claim arising out of or relating to the present contract or the breach, termination, or invalidity thereof.

15.2. In the event of any dispute, controversy or claim arising out of or relating to this contract, or the breach, termination, or invalidity thereof, the parties shall first refer it to the conciliation in accordance with the UNCITRAL Conciliation Rules by one conciliator to be appointed by the Secretary-General of the Permanent Court of Arbitration. If the dispute, controversy or claim has not been settled within 90 days following the receipt by one Party of the other Party's written invitation to conciliate, then it shall be finally settled by arbitration in accordance with the UNCITRAL Arbitration Rules in effect on the date of this contract.

15.3. The Parties further agree as follows:

- a. The appointing authority referred to in the UNCITRAL Arbitration Rules shall be the Secretary-General of the Permanent Court of Arbitration;
- b. The place of arbitration shall be Paris, France;
- c. The language to be used in the arbitral proceedings shall be English;
- d. The arbitration proceedings shall be administered by the International Bureau of the Permanent Court of Arbitration.
- e. The number of arbitrators shall be (insert).]

In reaching its decision, the arbitral tribunal should apply general principles of public international law and the governing law of the contract as applicable.

15.4. The Parties hereby waive their right to any form of recourse against an award to any court or other competent authority, insofar as such waiver can validly be made under the applicable law. Without limitation, the Parties hereby expressly and specifically agree to waive their right to bring an action to set aside an arbitral award ("recours en annulation") pursuant to Articles 1518 and the following of the French Civil Procedure Code.

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15.5. Nothing in the present contract or relating thereto shall be deemed to constitute a waiver, either express or implied, of any right to immunity from jurisdiction or from execution to which a party or any entity related thereto might otherwise be entitled, in particular, but without limitation, any immunity with respect to the enforcement of any award rendered by an arbitral tribunal constituted pursuant to this agreement.

16. Preferred Customer.

a. The Contractor warrants that the prices set forth in this contract are as favourable as those extended to any Government, Agency, Company, Organisation or individual purchasing like quantities covered by the contract under similar conditions. In the event that prior to complete delivery under this contract the Contractor offers any of such items in substantially similar quantities to any customer at prices lower than those set forth herein, the Contractor shall so notify NHQSA and the prices of such items shall be correspondingly reduced by a supplement to this contract.

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

17. **Prices:** Unless otherwise indicated in the contract, all prices are firm and fixed.

18. **Authorisation to Perform:** The Contractor warrants that he and his sub-contractors have been duly authorised to operate and do business in the country or countries in which this contract is to be performed; that he and his sub-contractors have obtained all necessary licenses and permits required in connection with the contract; that he and the sub-contractors will fully comply with all the laws, decrees, labour standards and regulations of such country or countries during the performance of this contract; and that no claim for additional moneys with respect to any authorisations to perform will be made upon NHQSA.

19. Invoices:

a. Invoices shall be prepared and submitted in triplicate unless otherwise specified and shall contain: contract number, item number, contract description of supplies or services, sizes, quantities, unit prices (exclusive of taxes or duties for which relief is available) and extended totals.

b. All invoices shall be addressed to the NHQSA CO identified on the Purchase Order. Each copy of the invoice should contain the following certificate:

"I certify that the above invoice is true and correct and that payment therefore has not been received".

The certificate must then be followed by the signature of a duly authorised company official.

20. **Inconsistency between English Version and Translation of Contract:** In the event of inconsistency between any terms of this contract and any translation thereof into another language, the English language meaning shall control.

21. **Order of Precedence:** In the event of any inconsistency in this contract, unless otherwise provided herein, the inconsistency shall be resolved by giving precedence in the following order:

- a. The Contract
- b. The Special Provisions, if any
- c. The General Provisions
- d. The Specifications

22. **Patent Indemnity:** N/A

23. **Indemnification of NHQSA:** The Contractor shall indemnify and hold NHQSA harmless against claims for injury to persons or damages to property of the Contractor or others arising from the Contractor's possession or use of NHQSA furnished property, including facilities and utilities.

24. **Software Releases and Updates:** All software implemented on or delivered with the supplies shall be the most recent versions or releases as available. The Contractor shall for duration of minimum five (5) years after

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acceptance, and upon their availability, offer to NHQSA 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.

25. Corruption and Illicit Gratuities:

25.1. The Contractor certifies that neither it nor its agents or representatives have offered or given any gratuity whatsoever to any NHQSA personnel, with a view to securing a contract or favourable treatment with regard to the award, modification or execution of the contract;

25.2. NHQSA may, by registered letter, terminate the contract without notice if it is found, after an investigation instituted by NHQSA, that gratuities (in the form of entertainment, gifts or others) were offered or given by the Contractor to NHQSA personnel with respect to the award of the contract or to the taking of any decision regarding its execution.

26. Release of News/Information:

No news release (including photographs and films, public announcements or denial or confirmation of same or interviews with news media representatives) on any part of the subject matter of this Contract or any phase of any programme hereunder shall be made without prior written approval by the NATO Release Authority.

27. Health, Safety and Accident Prevention: If the Contracting Officer notifies the Contractor in writing of any non-compliance in the performance of this contract, with safety and health rules and requirements prescribed on the date of this contract by applicable national or local laws, ordinances and codes, and the Contractor fails to take immediate corrective action, the Contracting Officer may order the Contractor to stop all or part of the work until satisfactory corrective action has been taken. Such an order to stop work shall not entitle the Contractor to an adjustment of his contract price or other reimbursement for resulting increased costs, or to an adjustment of the delivery or performance schedule.

28. Contractor Notice Regarding Delay: In the event the Contractor encounters difficulty in meeting performance requirements, or when he anticipates difficulty in complying with the contract performance 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 NHQSA of any performance schedule or date, or of any rights or remedies provided by law or under this contract.

29. NHQSA Delay of Work:

a. If the performance of all or any part of the work is delayed or interrupted by an act of the Contracting Officer in the administration of this contract, which act is not expressly or implicitly authorised by this contract, or by his failure to act within the time specified in this 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 this 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:

- 1) To the extent that performance would have been delayed or interrupted by any other cause, including the fault or negligence of the Contractor; or
- 2) For which an adjustment is provided or excluded under any other provision of this contract.

b. No claim under this clause shall be allowed:

- 1) 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
- 2) 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 of the contract.

30. Liquidated Damages: In lieu of actual damage the Contractor shall pay to NHQSA as fixed, agreed, and liquidated damages for each calendar day of delay, 0.1% of the total contract price, less handling, transportation and taxes, to a maximum of 10% of the total contract price. Alternatively, NHQSA may terminate this contract in whole or in part as provided in paragraph (a) of the Default Clause and in that event the Contractor shall be liable, in addition to the excess costs provided in paragraph (b) of the Default Clause, for such liquidated damages accruing

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until such time as NHQSA may obtain final completion of the work together with any increased costs occasioned NHQSA in completing the work. 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 paragraph (c) 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 his judgement the findings of fact justify an extension.

31. Payments:

a. Payment for all supplies and services shall be made within 30 (thirty) calendar days after receipt of properly supported and acceptable invoices submitted upon completion of delivery, inspection and acceptance of the items of supply and services covered herein.

b. No payment shall be made with respect to undelivered supplies, work not performed and/or services not rendered under this Contract. NHQSA reserves the right to withhold up to 10% of the monthly invoiced amount for services not performed in a given area.

c. Payment will be effected in the currency or currencies of the Contract and the Contractor shall bear all related charges.

d. NHQSA shall not bear any cost related to financial guarantees which the Contractor is required to provide under this Contract.

32. Contract Administration and Communications:

a. All notices and communications between the Contractor and NHQSA shall be written in English and, when addressed to the Contracting Officer, may be personally delivered, mailed, or copied to the address of the NHQSA CO identified on the Contract, or to such address as the Contracting Officer may from time to time designate in writing. Letters shall be in duplicate, and in all correspondence the contract reference shall be mentioned.

b. Any discussion/negotiation between Contractor and NHQSA representatives shall be recorded in Minutes which shall be signed by authorised representatives of both Contractor and NHQSA. 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. If the contents of these minutes fall within the scope of the contract or specifications then no contract amendment action will be initiated by NHQSA.

c. 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 NHQSA Contracting Officer.

33. Changes:

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

b. If any such change causes an increase or decrease in the cost of, or the time required for the performance of any part of the work under this contract, a negotiated adjustment shall be made in the contract price or delivery schedule, or both, and the contract shall be modified in writing accordingly.

c. Failure to agree to any adjustment shall be a dispute concerning a question of fact within the meaning of the clause of this contract entitled "Disputes". However, nothing in this clause shall excuse the Contractor from proceeding with the contract as changed.

34. Regular Working Hours at NHQSA: The deliveries will take place on weekdays in accordance within the official working hours of NHQ SA: 08:00H till 16:30H. The Contractor shall obtain from the Contracting Officer the list of the NHQSA holidays during the period of performance for the Contract, if needed.

35. Taxes and Customs Charges (NATO Nations):

a. 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.

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b. Payment for all such charges shall be made directly to the concerned member nations of NATO or any political subdivision thereof by SHAPE to the extent that SHAPE is not, by virtue of law, regulation or governmental agreement, exempt from such charges and SHAPE 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, SHAPE shall reimburse the Contractor the full amount of the charges upon receipt of the Contractor's invoice and appropriate documentation.

36. Taxes and Customs Charges (Bosnia-Herzegovina / Croatia):

a. NATO is exempt from all taxes and duties by application of the Ottawa Agreement, dated 20 September 1951 and by application of the Status of Forces Agreement (SOFA), paragraph 16, between NATO and the Republic of Croatia and / or the Republic of Bosnia-Herzegovina dated 21 November 1995 and 23 November 1995 respectively.

b. Goods and services sold to or through NHQSA are to be considered as exports. Consequently, the Contractor is responsible for obtaining any documentation required to permit NHQSA and its customers to benefit from the fiscal regime applicable to exports.

c. However, if the Contractor is compelled by application of any governmental law or regulation to pay any readily identifiable tax or duty in relation to this Contract, he will indicate such tax or duty as a separate item of cost on his invoice(s). Any such tax or duty shall be fully identified by reference to the governmental law or regulation pursuant to which such tax or duty is enforced.

d. Following payment by NHQSA of the amount(s) for taxes and/or duties pursuant to paragraph c. above, should the Contractor receive a rebate or rebates, of any part or all of the said amount(s) so paid by NHQSA, the Contractor shall notify NHQSA promptly and the amount(s) of such rebate(s) shall be credited or paid over by the Contractor to NHQSA at NHQSA's option. The Contractor shall take any action that could be reasonably required in order to obtain such rebate(s) whenever aware of the possibility of obtaining them.

37. Acceptance:

a. Acceptance or rejection of the supplies or performance shall be made as promptly as practicable after delivery or completion of performance, except as otherwise provided in this contract.

b. Acceptance shall be conclusive, except for latent defects, fraud, gross mistakes amounting to fraud, or otherwise stated in the Contract. Acceptance is the action by which NHQSA acknowledges that the Contractor has fully demonstrated that the deliveries or performance are complete and operational. The formal acceptance will take place when the following requirements have been met:

- 1) Availability at final destination of all deliverables;
- 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 Contracting Officer and the Contractor on a discrepancy list (if necessary) and corresponding clearance dates.

c. When discrepancies exist and if these do not prevent satisfactory use or operation of the supplies, the Contracting Officer may declare the acceptance provisional. In this case he will withhold from payment an amount commensurate with the importance of the discrepancies but in any case not less than ten (10) percent of the total contract value and this until all discrepancies have been cleared; at that time the acceptance becomes final.

38. Warranty:

a. Notwithstanding inspection and acceptance by NHQSA of supplies furnished under the contract or any provision of this contract concerning the conclusiveness thereof, the Contractor warrants that for a period of time equivalent to standard commercial practices, but not shorter than 12 months after the day of acceptance, all supplies furnished 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;

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b. The Contracting Officer shall give written notice to the Contractor of any breach of the warranties in paragraph a. of this clause within thirty (30) days after discovery of any defect.

c. Within a reasonable time after such notice, the Contracting Officer may either:

1) By written notice require the prompt correction or replacement of any supplies or part thereof (including preservation, packaging, packing and marking) that do not conform with requirements of this contract within the meaning of paragraph a. of this clause; or

2) Retain such supplies, whereupon the contract price thereof shall be reduced by an amount equitable under the circumstances and the Contractor shall promptly make appropriate payment.

d. When return, correction or replacement is required, the Contracting Officer shall return the supplies and transportation charges and responsibility for such supplies while in transit shall be borne by the Contractor. However, the Contractor's liability for such transportation charges shall not exceed an amount equal to the cost of transportation by the usual commercial method of shipment between the designated destination point under this contract and the Contractor's plant and return.

e. If the Contractor does not agree as to his responsibility to correct or replace the supplies delivered, he shall nevertheless proceed in accordance with the written request issued by the Contracting Officer under paragraph c. to correct or replace the defective or non-conforming supplies. In the event it is later determined that such supplies were not defective or non-conforming within the provisions of this clause, the contract price will be equitably adjusted. Failure to agree to such an equitable adjustment of price shall be a dispute concerning a question of fact within the meaning of the clause of this contract entitled "Dispute".

f. Any supplies or parts thereof furnished in replacement pursuant to this clause shall also be subject to all the provisions of this clause to the same extent as supplies initially delivered. Corrected parts will be warranted for a period not less than six (6) months starting at the time the part is received back at the user's location.

g. 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 final acceptance.

h. Failure to agree upon any determination to be made under this clause shall be a dispute concerning a question of fact within the meaning of the "Disputes" clause of this contract.

i. The word "supplies" as used herein includes related services.

j. The rights and remedies of NHQSA provided in this clause are in addition to and do not limit any rights afforded to NHQSA by any other clause of the contract.

39. Service parts and availability: Unless as specified otherwise in the Technical Specifications, the Contractor and its subcontractors 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.

40. Contract Effective Date (CED)

The effective date of the contract is the date of last signature by the contracting parties, or a specific date set forth in the Contract.

41. Force Majeure

a. In the event of and as soon as possible after occurrence of any cause constituting Force Majeure, the Contractor shall give notice and full explanation in writing to the Requiring Activity and NHQSA Designated Staff of such occurrence if the Contractor is hereby rendered unable, wholly or in part, to perform its obligations and meet its responsibilities under this Agreement. The Contractor shall also notify the Requiring Activity and NHQSA Designated Staff of any other changes in conditions or the occurrence of any event which interferes or threatens to interfere with its performance of the Agreement. On receipt of the notice required under this Clause, the Requiring Activity and NHQSA Designated Staff, after due written consultation of NHQSA CO, shall take such action as it considers to be appropriate or necessary in the circumstances, including granting to the Contractor a reasonable extension of time in which to perform its obligations under the Agreement.

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b. If the Contractor is rendered permanently unable, wholly, or in part, by reason of Force Majeure to perform its obligations and meet its responsibilities under this contract, NATO shall have the right to suspend or terminate its Contract on the same terms and conditions as are provided for in the contract.

c. Force Majeure, as used in this Clause means acts of God, natural disaster, invasion or war (whether declared or not) and other hostilities, revolution, rebellion or industrial disturbances, except where solely restricted to 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 this Agreement and which, or the consequences of which, the parties could not reasonably have avoided or overcome.

42. **PIFWC Contract Clause:** The Contractor, being made aware of NHQSA's fundamental policy of not dealing with or allowing benefit to persons indicted for war crimes (hereinafter referred to as "PIFWC") by the International Tribunal for the Former Yugoslavia, situated in The Hague, The Netherlands, warrants that none of the PIFWC publicly indicted has a relationship of any kind with him or it, in the execution of this contract, or derives any financial profit from this contract. If the Contracting Officer determines that this is nevertheless the case, he may terminate the contract for cause without any recourse by the Contractor for payment of goods delivered or services provided, for which NHQSA retains title. Alternatively, the Contracting Officer may impose lesser sanctions than termination if he deems, in his sole discretion, that a lesser sanction is appropriate.

43. **Anti-Smuggling Clause:** The Purchasing and Contracting (P&C) Officer shall have the right upon receipt of reliable information which indicates with reasonable certainty that either the Contractor or any of the Contractor's personnel are or have been engaged in smuggling activity in any way related to this Contract to:

- a. Have any goods related to such smuggling seized and, as appropriate in the circumstances, transferred to the relevant criminal authorities for further action as appropriate;
- b. Terminate the contract for default; and
- c. Bar the contractor from doing any further business with NHQSA or any subsequent NATO mission in the theater of operations.

44. **Employee Contributions:** Should the Contractor or any of contractor employees fail to pay any readily identifiable tax or duty compelled by application of any governmental law or regulation in relation to this Contract, P&C Officer may direct the following actions be taken without any recourse by the contractor:

- a. Terminate the contract for default
- b. Bar the Contractor from doing any further business with NHQSA and NATO.

45. Notice and Assistance regarding Patent and Copyright Infringement

a. The Contractor shall report to the Contracting Officer, promptly and in reasonable written detail, each notice or claim of patent or copyright infringement based on the performance of this contract of which the Contractor has knowledge.

b. In the event of any claim or suit against NATO on account of any alleged patent or copyright infringement arising out of the performance of this contract or out of the use of any supplies furnished or work or services performed hereunder, the Contractor shall furnish to NATO, when requested by the Contracting Officer, all evidence and information in possession of the Contractor pertaining to such suit or claim. Such evidence and information shall be furnished at the expense of NATO except where the Contractor has agreed to indemnify NATO.



NATO Headquarters Sarajevo

Bosnia and Herzegovina



IFB-NHQSA-25-01

Supply and Delivery of Vehicles

PART III TECHNICAL SPECIFICATION

Table of Contents for Part III – Technical Description:

- 1. Technical Description of Required Vehicle – Light SUV 4x4**

1. Technical Description of Required Vehicle – Light SUV 4x4

Requirement for **four (4) each light SUV 4x4 vehicle**, short wheelbase and civilian type, (SHAPE Class PVRT-CC, auto industry segment: SUV) with the following technical specifications:

1.1. Dimensions:

- Length minimum 4300 mm,
- Width minimum 1750 mm,
- Height minimum 1550 mm;

1.2. Body: Station Wagon type body, 4+1 doors, dark blue, black or grey colour (metallic colours acceptable);

1.3. Engine:

- Petrol engine (diesel acceptable),
- Minimum emission standard EUR 6,
- Minimum 130 HP;

1.4. Gearbox-Transmission: automatic gearbox, permanent or semi-permanent 4WD (switchable 4WD when it comes to off-road driving);

1.5. Brakes: Disc brakes front and rear, hydraulic system, ABS;

1.6. Wheels:

- Steel rims size 16" (minimum) – alloy rims acceptable,
- Winter tires (premium brand: Michelin, Good Year, Dunlop, Continental, Pirelli, Bridgestone or equal quality), not older than one year at the time of delivery
- Spare wheel of the same size (space saving spare wheel acceptable only if manufacturer doesn't give an option of full size spare wheel);

1.7. Interior:

- Left hand drive,
- Minimum 5 seating places,
- Driver seat adjustable horizontally and vertically,
- Steering wheel position adjustable,
- Lightly tinted windows,
- Fabric upholstery dark coloured,
- Rubber floor mats,
- Radio sound system with Bluetooth and USB connection,
- Air-conditioning;

1.8. Safety:

- Minimum five (5) stars for protection of adult passengers at EURO NCAP tests,
- Front airbags and curtain airbags for front seats,
- Front occupant detection for seatbelts,
- Engine immobilizer,
- ESP,
- Alarm or other mechanical anti-theft protection, that disables engine start, permanently installed to vehicle,
- Tire pressure monitoring system,
- Hill start aid,
- Rear parking sensors (and/or rear camera acceptable),
- Central locking system;

1.9. Electrical System and Lights: 12 V, electrical outlet (12V) front, DRL or headlights automatically switched on when vehicle is started, fog lights front and rear;

1.10. Fuel tank: minimum 45 litres;

1.11. Standard tools and equipment:

- Mandatory vehicle equipment to include, but not limited to: basic tools for wheel change, first aid kit, spare bulbs kit, warning triangle, tow rope, reflective jacket, etc.
- Instruction and ownership manuals in English language;

1.12. Warranty: Minimum three years warranty coverage. Service and dealership network in Sarajevo area authorized by manufacturer and equipped with latest specialized tools and diagnostic. Spare parts delivery within 14 calendar days from order;

1.13. Expected delivery time: not later than 31 Dec 2025.