

**NORTH ATLANTIC TREATY  
ORGANIZATION**

**(NATO)**

**HEADQUARTERS, KOSOVO FORCE  
(KFOR)**

**CAMP FILM CITY, PRISTINA KOSOVO**

**RFQ-TACO-KFOR-25-066**

**“IMPROVEMENT OF GROUND AND  
LEVELLING AT APOD PRISTINA”**

**PART I, SECTION A**

**REQUEST FOR QUOTE**

**&**

**OFFEROR INSTRUCTIONS**



NATO / KFOR-UNCLASSIFIED  
NORTH ATLANTIC TREATY ORGANIZATION  
(NATO)  
HEADQUARTERS, KOSOVO FORCE



**DATE:** 20 March 2025

**SUBJECT: RFQ-TACO-KFOR-25-066; IMPROVEMENT OF GROUND AND LEVELLING AT APOD PRISTINA"**

Your company is hereby invited to provide a quote for the subject requirement.

This solicitation is being issued as a Request for Quotation (RFQ), utilizing competitive, simplified procedures in accordance with (IAW) BI-STRATEGIC COMMAND DIRECTIVE 060-070. Any quote submitted in response to this solicitation shall reference **RFQ-TACO-KFOR-25-066**.

**Submission Deadline:** The submission deadline for this RFQ is no later than **(NLT) 30 April 2025 at 11:30 hrs. local time (Pristina Kosovo)**. Unless otherwise directed, the preferred method of submission is e-mail to the Contracting Officer, Driton Mulaku, MULAKUD@HQ.KFOR.NATO.INT. The RFQ reference (RFQ-TACO-KFOR-25-066) should be referenced in the subject line of any emails submitted by the vendor.

**Requests for Information:** Offerors may submit questions or concerns regarding this requirement in the form of a Request for Information (RFI) to the Contracting Officer, **NLT 23 April 2025 at 11:30 hrs local time (Pristina, Kosovo)**. Failure to submit an RFI by the submission deadline may result in that RFI not acknowledged by the contracting office.

**Brand-Name Requirements:** None.

**Partial Bidding:** Partial bidding is not authorized.

**Mobilization Period:**

- 10-15 calendar days after the contract is awarded.

**Desired Delivery Schedule:**

- **IMPROVEMENT OF GROUND AND LEVELLING AT APOD PRISTINA:** The work has to be completed within 30 calendar days after the contract is awarded.

**Site Visit:** A mandatory site visit will be conducted at [APOD Check Point 1 \(Military Airport Pristina/Sllatina\)](#) on **Tuesday, 22 April 2025 at 10:30 hrs**. Vendors must notify the Contracting Officer of their intent to participate NLT Wednesday, 02 April 2025 at 11:30 hrs. If a vendor does not have adequate badging, he/she must submit copies of the ID cards of no more than two vendor representatives. Failure to notify the Contracting Officer by the dates outlined will result in the vendor not being able to participate in the site visit.

Vendors are advised that HQ KFOR reserves the right to cancel this RFQ at any time, and bears no liability for any preparation costs incurred by the vendors.

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*Carefully read the instructions provided in this document. Failure to comply may result in an offer being deemed non-responsive by the Contracting Officer; thus not being considered for award.*

This RFQ consists of the following sections:

**1. Annex A: Acknowledgement of Receipt**

Vendors are requested to complete, and submit Annex A: Acknowledgement of Receipt **Wednesday, 02 April 2025 at 11:30 hrs local time (Pristina, Kosovo)**. Vendors are asked to submit the acknowledgement whether or not they intend to submit a quote. HQ KFOR intends to only correspond further with vendors who submit the completed acknowledgement.

**2. RFQ-TACO-KFOR-25-066**

- a. Part I, Section A: Request for Quote – Offeror Instructions
- b. Part I, Section B: Price Schedule/Bill of Quantities
- c. Part II, General Provisions
- d. Part III, Section A: Special Provisions
- e. Part III, Section B: Statement of Work

Any questions related to this RFQ shall be referred to the points of contact (POC) below:

**Primary POC**

- Name: Driton Mulaku, Contracting Officer
- Telephone: +383 (0) 38 503 603 2835 (from Kosovo, 038 503 603 2835)
- Email: [mulakud@hq.kfor.nato.int](mailto:mulakud@hq.kfor.nato.int)

**Secondary POC**

- Name: Ms. Zylfije Mucolli
- Telephone: +383 (0) 38 503 603 2833 (from Kosovo, 038 503 603 2833)
- Email: [KFORNUHQJ8TACOSA2@hq.kfor.nato.int](mailto:KFORNUHQJ8TACOSA2@hq.kfor.nato.int)

DRITON MULAKU, Contracting Officer  
J8, Procurement and Contracting (P&C) Office

**ANNEX A: ACKNOWLEDGEMENT OF RECEIPT**

*This document shall be completed by the vendor and submitted to the Contracting Officer via email NLT 02 April 2025, at 11:30 hrs. local time (Pristina, Kosovo)*

**FILL IN THE BELOW INFORMATION – DO NOT USE A COMPANY STAMP**

**Vendor:** \_\_\_\_\_

**Address:** \_\_\_\_\_

**Telephone:** \_\_\_\_\_

**Facsimile:** \_\_\_\_\_

**Email:** \_\_\_\_\_

**POC:** \_\_\_\_\_

**REFERENCE: RFQ-TACO-KFOR-25-066, IMPROVEMENT OF GROUND AND LEVELLING AT APOD PRISTINA**

**SUBJECT: Acknowledgement of Receipt**

We hereby acknowledge receipt of **RFQ-TACO-KFOR-25-066, IMPROVEMENT OF GROUND AND LEVELLING AT APOD PRISTINA** including Parts I, II, and III.

DATE RECEIVED:

**PLEASE SELECT FROM THE OPTIONS BELOW**

As of the date of this letter, without committing ourselves, we intend to submit a quote in response to this RFQ.

As of the date of this letter, we do not intend to submit a quote in response to this RFQ. HQ KFOR may cease further correspondence regarding **RFQ-TACO-KFOR-25-066**.

NAME & TITLE:

SIGNATURE:

DATE:

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**60-70.9 – RFQ PROVISIONS SECTION****60-70.901 GENERAL**

The purpose of this Request for Quote (RFQ) is to award a firm fixed-price (not to exceed amount) contract for providing HQ KFOR (Pristina Kosovo) all labor, equipment, and supplies necessary for:

**“IMPROVEMENT OF GROUND AND LEVELLING AT APOD PRISTINA”**

The Contractor must furnish the necessary manpower, equipment, management, and supervision to provide the referred services in accordance with the provisions of the Statement of Work/Technical Specifications (Part III, Section B).

All offerors must carefully read the Contractual Terms and Conditions (as included in Part II, and Part III, Section A). Both these Terms and Conditions and the Technical Specification will become integral parts of the contract awarded under this RFQ. In the event of conflict between the Contractual Terms and Conditions and the Technical Specifications, the Contractual Terms and Conditions take precedence.

**60-70.902 DEFINITIONS**

The term "Prospective Offeror" shall refer to the entity that has completed and returned the Enclosure of the transmittal letter of this RFQ, and has indicated thereon its intention, without commitment, to participate in the solicitation.

The term "Offeror" shall refer to the proposing entity that has submitted a quote in response to this RFQ.

The term "Contractor" shall refer to the offeror to whom the contract is awarded.

The term "KFOR, Film City" shall refer to the Headquarters Kosovo Force, located at Film City, Pristina, Kosovo.

The term "SOW" shall refer to the Statement of Work/Technical Specifications.

The term "Contracting Officer's Technical Representative" (COTR) is the person designated in writing by the Contracting Officer to be his/her authorized representative charged with the overall technical supervision of the contract and with measuring/monitoring Contractor performance.

The term "NATO" shall refer to the North Atlantic Treaty Organisation;

The term "PRC" shall refer to the passenger Reception Centre at the Military Airport at Pristina Airport, Kosovo.

The term "VCN" shall refer to the High Frequency Communication Network.

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

**60-70.903 ELIGIBILITY**

This Invitation for quote is open to offers from governmental or commercial entities (1) that originate and are chartered/incorporated within NATO-member Nations that provide the funding for the ACO/ACT HQs and/or specific requirement (2) that maintain a professionally active facility (office, factory, laboratory, etc.) within NATO-member Nations and (3) as agreed by the Budget Committee Kosovo Institution owned, operated and licensed companies.

The vendor has performed at least one contract within the last five (5) years substantially similar in scope and magnitude to the requirements described in this solicitation.

**60-70.904 AMENDMENT OR CANCELLATION OF RFQ**

NATO reserves the right to amend or delete any one or more of the terms, conditions or provisions of the RFQ prior to the date set for the RFQ closing date. An amendment or amendments to this RFQ will announce such action.

NATO reserves the right to cancel, at any time, this RFQ partially or in its entirety. No legal liability on the part of NATO for payment of any sort shall arise and in no event will a cause of action lie with any Offeror for the recovery of any costs incurred in connection with preparing or submitting a quote in response hereto. All effort initiated or undertaken by the offeror shall be done considering and accepting this fact.

**60-70.905 EXTENSION OF RFQ CLOSING DATE**

Any Offeror may request directly to the Contracting Officer (CO) an extension of the RFQ closing date and must include a *strong* justification for the request. The CO may, at his/her own discretion, grant an extension of the quote closing date.

**60-70.906 COMPLIANCE STATEMENT**

Offerors proposals must be based on maximum compliance with the terms, conditions, and requirements of the RFQ and its future clarifications and/or amendments. The Offerors may offer variations in specific implementation and operational details, provided that the stated functional and performance requirements are fully satisfied.

The Offeror shall include in its quote the compliance statements (Enclosures 3 and 4 to this section). The Offeror shall list, when applicable, all deviations from the provisions of the intended Contract. In addition to the compliance sheets the offeror must clearly describe what is being offered and how the requirements are met. Failure to submit a completed compliance statement may result in disqualification of the RFQ. In case of conflict between the compliance statement and the detailed evidence or explanations/comments furnished, the detailed evidence/comments shall take precedence for the actual determination of compliance.

**60-70.907 ACTIVATION SCHEDULE**

RESERVED

**60-70.908 DURATION OF THE CONTRACT**

The Contract/Purchase order awarded through this RFQ will be effective from the date of last signature by the Parties and it will be in force until acceptance of product/project and/or service by the Contracting Officer Technical Representative (COTR) or Contracting Officer (CO). The CO will provide notice of termination or extension in writing no later than fifteen (15) days before the expiration date of the Agreement or subsequent extensions (if any).

The performance period will be as stated in Section III Part B: Statement of Work.

**60-70.909 EXEMPTION FROM TAXES**

According to the NATO agreements (see RFQ Part II, Paragraph 60-70.402), goods and services under the Agreement are exempt from taxes, duties and similar charges. Where notwithstanding the above, these are imposed by national regulations; Offeror will enclose the list and the amounts of taxes, duties and similar charges which have been included in their quote, with a justification.

All prices quoted shall be free from any duties and taxes for which NATO/KFOR is exempt. According to NATO agreements, performance under the contract is exempt from taxes, duties, and similar charges. However, if national regulations impose such charges, Offeror will enclose the list and amounts of taxes, duties, and similar charges that have been included in their quote. Offeror shall include justifications for all identified imposed charges. These should be shown separately.

**60-70.910 RFQ CONTENT**

The offer shall include a Price and Technical Quote.

The Price quote shall consist of the following minimum documents:

- a. A table of contents for the price quote;
- b. Offeror's name, address, Point Of Contact, phone and fax numbers, e-mail address, and Internet site.
- c. The Price quote shall be submitted on the attached PRICE FORMAT (see Part I, Section B). The basic breakdown on this format is not strictly limited and offerors may expand on these by adding such sub-items as deemed necessary. The basic presentation must not change. Offerors must note that partial quotes are not authorized by Lot Number. Prices shall be quoted in Euros. Submissions in other than Euro will be rejected.

Failure to provide the above information may render the offer non-compliant and the quotation may not be consider for contract award.

**Technical quote:** to include a table of contents of the technical quote, with the following information:

- a. Appropriate technical information in accordance with Part III Section B such as; workforce composition (list of personnel), key personnel, Contractor Experience, strategy of works, dynamic plan, plan for the safety of the workers, quality assurance plan for works execution, transition (phase-in) plan, list of equipment to be used (if applicable), confirmation of warranties (if applicable), list of materials including all descriptive material necessary for quote evaluation (if applicable), such as catalogues (without prices), illustrations, drawings, layouts, statistics, calculations and other technical information as appropriate for a technical evaluation to determine whether offerors proposed terms and conditions comply with all the requirements of the RFQ.
- b. The Certificate of Origin & Availability of Services – Enclosure 2 (If applicable)
- c. The Compliance Statement – Contractual Provisions (Enclosure 3) and Compliance Statement – SOW (Enclosure 4 hereto)
- d. The indication of at least one (1) contract(s) (Enclosure 5 hereto) you have performed for previous customers within the last five (5) years, substantially similar in scope and magnitude to the requirements described in this solicitation. Headquarters KFOR J8 P&C Office reserves the right to verify the validity of the information provided in Enclosure 5.
- e. List of the key personnel proposed for the performance of the contract with applicable documentary evidence. This information shall include the individual(s) name(s), nationality, qualifications, relevant work experience (types of similar work) and intended positions of the proposed personnel (see Part III Section B Statement of Work/Technical Specifications).
- f. The list of all prospective Sub-contractors with the products, supplies and/or services they will provide with applicable documentary evidence (if/as applicable, in accordance with requirements described in this Part I and Part III, Section B Statement of Work).
- g. Entry in the professional register if required by the legislation or practice of the state in which the company is registered;
- h. Pertinent Business license for the respective trades if required by the legislation or practice of the state in which the company is registered;
- i. Self-certifications are authorized only as an interim solution, while the concerning authority release the proper certification. You must attach to yourself declaration any official document that gives evidence that you are awaiting the original certificate.

**Prior Contract Award** the following documents shall be provided upon NATO request:

- a. Certificate from tax authorities to the effect that the offeror has met all his tax obligations and of all pending tax disputes, payment and issues in accordance with the legal provisions of the country in which he is registered. The certificate should not be older than three (3) months (upon NATO request);
- b. Certificate from social security authorities or equivalent legal authority to the effect that the offeror is up to date with the payment of social security/pension contributions (upon NATO request);
- c. Certificate from the Commercial Court or equivalent (legal authority), of the country in which the Company is registered, certifying that, no procedures have been initiated on economic crime, and economic disputes, no execution proposal has been lodged against the Company, no notes that the assets of the Company are under administration court executor and no procedures for bankruptcy or liquidation have been executed, dated not more than six (6) months (upon NATO request);
- d. Companies, single owner enterprises must provide a certificate/confirmation from the Chamber of Commerce, Industry, Craft and Agriculture or equivalent legal authority, dated not more than six (6) months with the following information (upon NATO request):
  - i. Complete list of Company Legal Representative(s) and the complete list of any other delegated individual, giving the name, surname, place and date of birth of the persons authorized to enter into commitments, collect payments and issue receipts in the name of and on behalf of the company,
  - ii. Certifying that the company is free of any legal limitations on its rights, that is to say that it is not in receivership, or subject to deed of management or bankrupt;
  - iii. Statement concerning possible bankruptcy.
- e. Offerors shall disclose all claims in excess of €250,000 or the U.S. Dollar equivalent filed against them on ongoing and completed contracts of a similar nature and duration. Offerors shall also disclose any ongoing or past civil or criminal litigation that pertain to contracts of a similar nature and duration. In the event that the Offeror has had no claims in excess of €250,000 or the U.S. Dollar equivalent filed against them or has not been involved in litigation as previously described, the Offeror shall attach a statement attesting as such (upon NATO request).
- f. Self-certifications are authorized only as an interim solution, while the concerning authority release the proper certification. You must attach to yourself declaration any official document that gives evidence that you are awaiting the original certificate.

Information submitted to this RFQ shall not exceed eighty five (85) DIN-A4 pages printed on both sides or one hundred and seventy (170) pages single sided. A-3 pages may be used to present organizations charts or similar. However the main body should be A4. All pages shall be numbered. All excess pages will not be considered for evaluation.

Failure to provide the above information may render the offer non-compliant and the quotation may not be consider for contract award.

All documents/certifications in language other than English should be translated to English by an official authority (Notary or certified translator).

#### **60-70.911 RFQ SUBMISSION**

The whole offer shall be written in English. The NATO/KFOR Contracting Officer will not accept offers submitted in other languages.

Quotes may be submitted by courier, e-mailed, or hand-carried. HQ KFOR's preferred method is via email.

If the offeror would like to submit their offer via courier or hand-carried. They will use the following procedures:

- a. Quotes: If the vendor chooses to submit a hard copy offer, the Price quote and the Technical Quote shall be submitted in an envelope. The envelope will be marked "**RFQ-TACO-KFOR-25-066; IMPROVEMENT OF GROUND AND LEVELLING AT APOD PRISTINA**". The envelope shall contain the offer in its entirety and shall have glued on it the Mailing Label provided at Enclosure 6 to Part I. If the quote is sent via courier, the courier envelope shall be labelled with Enclosure 6 to Part I.
- b. Quotes hand-carried to HQ KFOR, Camp Film City, Pristina, Kosovo or delivered on site by commercial courier and parcel-delivery companies must be packed and labelled as indicated in paragraph above. HQ KFOR is located in Film City, near Pristina, Kosovo. Packages are to be handed over to a representative of the procuring Contracting Officer, HQ KFOR J8 CONTRACT SECTION, Film City, 10000, Pristina, Kosovo (Tel. +383 (0) 38 503 603 2834 (or from Kosovo 038 503 603 2834).

The offer should be addressed as follows:

**ATTN: Driton Mulaku, Contracting Officer  
North Atlantic Treaty Organization  
Headquarters Kosovo Force  
J8 RACO  
Film City, Pristina**

**60-70.912 LATE RFQs**

The offeror must make every effort to ensure that its quote reaches HQ KFOR before or on the exact date and time set for the quote closing. Late submissions of offers will be accepted at the discretion of the Contracting Officer.

**60-70.913 RFQ WITHDRAWAL**

An offeror may withdraw their quote up to the date and time specified for the RFQ closing, by written or facsimile notice to the Contracting Officer.

**60-70.914 RFQ CLOSING DATE**

Offers must be received at the address stated in 60-70.911 no later than the date indicated on the transmittal letter of this RFQ (**Wednesday, April 30 2025, at 11:30 hrs. local time Pristina, Kosovo**), or the authorized extension thereof. At that time and date offers will be closed.

**60-70.915 RFQ VALIDITY**

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

**60-70.916 RFQ EVALUATION**

The evaluation of quotes and the determination as to the responsiveness and technical compliance of the services, products and materials offered shall be the responsibility of NATO and shall be based on information provided by the offeror. NATO is not responsible for seeking any information that is not easily identified and available in the RFQ package.

The evaluation of the quotes received in response to this RFQ will be made by the KFOR Contracting Officer on the basis of the requirement stated in this RFQ.

The Contracting Officer may waive informalities and/or minor irregularities in quotes received at their sole discretion.

As part of the evaluation process, KFOR reserves the right to verify any of the information provided by the Offeror in its quote (for example –list is not all inclusive: the responsibility, responsiveness, experience and expertise of the prospective contractor), i.e. by conducting interviews, financial reports, verification of past

performance records, etc. KFOR will not bear any cost offerors may incur for their participation in any interview, whether required. The Contracting Officer may authorize phone interviews should KFOR decide to conduct the verification stated above including those required to confirm English language proficiency of the offerors proposed personnel.

KFOR reserves the right, in addition to the past performance data obtained from the offeror, to independently review offerors' past performance based on contracts similar in nature in support of NATO or other Allies. For the technical compliance evaluation of potential offerors, NATO reserves the right to independently assess contractor's past performance for services performed for NATO.

KFOR reserves the right to disqualify from the RFQ process any Company quote on KFOR projects if relevant information or intelligence is identified that the company as well as the owners are considered or suspected to be either affiliated with criminal activity or a security threat to KFOR personnel and or installations. If a contract is in place then the CO may terminate the contract for cause without any recourse by the Contractor for payment of goods delivered or services provided, for which KFOR retains title.

After the quote submission, KFOR reserves the right to conduct a pre-award survey of the offerors technical and/or financial capacity (to include visit to the offerors working facilities/installations). The pre-award survey may also include contacting National/ International authorities. Offeror found responsible to have provided false documentation or information will be debarred and, therefore, precluded from doing business with KFOR.

**The quote will be evaluated taking into consideration the following factors:**

Selection criteria: assessment of financial and administrative documents;

Award criteria: to determine the lowest price technically compliant tender, the assessment will be based on the following criteria:

- i. Total cost of the quote (lowest price tender);
- ii. Technical compliancy with offerors, contractual and technical provisions / specifications / required performance criteria.
- iii. Capability of the offeror to perform and complete the work;
- iv. Experience in similar work;
- v. Timeliness of delivery offered;
- vi. Verify compliance with required Performance/service.

**The factors used to evaluate each offeror's quote are as follows, listed in descending order of importance. Offers will be evaluated technically (where appropriate) on a pass/fail basis and economically on a lowest quote price/cost:**

Price will be the primary factor in assessing "Lowest price Technically Compliant Offeror". However, it will not be the overriding factor. Quotes that vary substantially from the majority of the quotes may be discarded as unrealistic.

Management/Technical Abilities:

- a. Does the offeror understand the requirements and is the offeror able to provide support for all of the services required and is this understanding clearly shown on the proposal?
- b. Has the offeror submitted the appropriate technical information such as; workforce composition (list of personnel), key personnel, Contractor Experience, strategy of works, dynamic plan, plan for the safety of the workers, quality assurance plan for works execution, transition (phase-in) plan, list of equipment to be used, confirmation of warranties (if applicable), list of materials including all descriptive material necessary for quote evaluation and other appropriate technical information, so that NATO can determine whether the Offeror proposed services, terms and conditions comply with all the requirements of the RFQ?
- c. Has the offeror demonstrated that they have sufficient experience (managerial, technical, resources, etc.) in the execution of similar works, to include satisfactory past performance/experience information?

- d. Has the offeror included any, illustrations, drawings, layouts, statistics, calculations and other information as appropriate for a technical evaluation to determine whether the Offeror proposed terms and conditions comply with all the requirements of the RFQ, and to show that they have a clear understanding of the SOW?
- e. Has the offeror enclosed and completed the Compliance Statements (Enclosures 3 & 4 hereto), as required/applicable?
- f. Has the offeror indicated at least one (1) contract(s) (Enclosure 5 hereto) that the Company has performed for previous customers within the last five (5) years and with a minimum duration of six months, substantially similar in scope and magnitude to the requirements described in this solicitation?
- g. Has the offeror submitted a list of key personnel proposed for the performance of the contract with requisite experience, knowledge and expertise to meet KFOR needs as defined in the Technical Specifications? Does the applicable documentary evidence include but not limited to, evidence of labour contracts or letters of commitment with the offeror for the proposed contract (as applicable)?
- h. Has the offeror submitted a list of any prospective Sub-contractors with the products, supplies and/or services the offeror will provide with applicable documentary evidence (if applicable)?
- i. Has the offeror submitted the Certificate of Origin & Availability – Enclosure 2 (If applicable)?
- j. Has the offeror submitted the Certificate from social security authorities or equivalent legal authority to the effect that the offeror is up to date with the payment of social security contributions, dated not more than 3 months (upon NATO request)?
- k. Has the offeror submitted the Certificate from tax authorities to the effect that the offeror and/or subcontractor (when applicable) has met all its tax obligations in accordance with the legal provisions of the country in which the Company is registered, dated not more than three (3) months (upon NATO request)?
- l. Has the offeror submitted evidence of entry in the professional register if required by the legislation or practice of the state in which the company is registered (if applicable)?
- m. Has the offeror submitted Certificate from the Commercial Court or equivalent of the country in which the Company is registered certifying that no procedures have been initiated on economic crime and economic disputes, no execution proposal has been lodged against the Company, no notes that the assets of the Company are under administration court executor, and no procedures for bankruptcy or liquidation have been executed, dated not more than six (6) months (upon NATO request)?
- n. Has the offeror provided a certificate/confirmation from Chamber of Commerce, Industry, Craft and Agriculture or equivalent, dated not more than six (6) months with the following information (upon NATO request):
  - i. Complete list of Company Legal Representative(s) and the complete list of any other delegated individual, giving the name, surname, place and date of birth of the persons authorized to enter into commitments, collect payments and issue receipts in the name of and on behalf of the company,
  - ii. Certifying that the company is free of any legal limitations on its rights, that is to say that it is not in receivership, or subject to deed of management or bankrupt;
  - iii. Statement concerning possible bankruptcy
- o. Has the offeror disclosed all claims in excess of €250,000 or the U.S. Dollar equivalent filed

against them on ongoing and completed contracts of a similar nature and duration? Has the offeror disclosed any ongoing or past civil or criminal litigation that pertain to contracts of a similar nature and duration? In the event that the offeror has had no claims in excess of €250,000 or the U.S. Dollar equivalent filed against them or has not been involved in litigation as previously described, has the offeror attached a statement attesting as such (upon NATO request)?

#### **60-70.917 AWARD**

The Contracting Officer intends to award any contract stemming from this solicitation to the compliant offeror determined to have submitted the lowest priced and technically compliant quote. To be compliant, the offeror must meet all mandatory requirements of the RFQ. The evaluation for technical acceptance will be based on the Offeror technical proposal. To be considered technically acceptable, the offeror must show a full understanding of the Statement of Work/Technical Specifications (Part III, Section B) and have the capability to perform accordingly.

Once the lowest priced and technically acceptable Contractor has been selected, the selected Contractor may be required to provide a "Performance Bond" in accordance Part III Section A "Special Provisions" par 25.4 at the time of award. Should the selected Contractor be unable to provide the "Performance Bond", the selected Contractor will be disqualified from this acquisition and the next lowest compliant Contractor will be awarded the contract, if able to provide the required "Performance Bond".

KFOR reserves the right to:

- a. Reject any or all quotes, and to not proceed with any award as a result of this RFQ;
- b. Make multiple awards if, after considering any potential additional administrative cost, it is in NATO's best interest to do so. Individual awards will be for services or combination of services that result in the lowest aggregate cost to KFOR, including the assumed administrative costs.
- c. Request the identified in the above Paragraph 60-70.910 subparagraph 3 as "upon NATO request". Should the selected Contractor be unable to provide the requested documents the selected Contractor will be disqualified from this acquisition and the next lowest compliant Contractor will be awarded the contract, if able to provide the required documents.

#### **60-70.918 CLARIFICATION OF QUOTES**

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

#### **60-70.919 COMMUNICATION**

Any communication related to this RFQ between a prospective offeror or an offeror and NATO shall only be through the Procuring Contracting Officer in the first instance. Designated NATO personnel will assist the Procuring Contracting Officer in the administration of this RFQ. There shall be no contact with other NATO personnel. This is to maintain all Offeror on equal and competitive footing.

#### **60-70.920 OFFEROR REQUEST FOR CLARIFICATION**

Prospective Offeror should seek clarification as soon as possible. Any explanation desired by an offeror regarding the meaning or interpretation of this RFQ, clauses, specifications etc, must be requested in writing (letter, email or facsimile) from the Procuring Contracting Officer. The Contracting Officer must receive such requests for clarification no later than the date specified above in this Request for Quotes.

Late RFIs may not be received by HQ KFOR.

Information given to a prospective offeror will be furnished to all prospective Offeror, as an amendment to this RFQ, only if such information is necessary to Offeror in submitting offers or if the lack of such information would be prejudicial to other Offeror. Oral explanations or instructions will not be binding unless confirmed in writing by the Procuring Contracting Officer.

#### **60-70.921 POINTS OF CONTACT**

**Primary POC**

- Name: Driton Mulaku, Contracting Officer
- Telephone: +383 (0) 38 503 603 2835 (from Kosovo, 038 503 603 2835)
- Email: [mulakud@hq.kfor.nato.int](mailto:mulakud@hq.kfor.nato.int)

**Secondary POC**

- Name: Ms. Zylfije Mucolli
- Telephone: +383 (0) 38 503 603 2833 (from Kosovo, 038 503 603 2833)
- Email: [KFORNUHOJ8TACOSA2@hq.kfor.nato.int](mailto:KFORNUHOJ8TACOSA2@hq.kfor.nato.int)

**60-70.922 AMENDMENTS TO THE RFQ**

If this RFQ is amended, then all terms and conditions which are not modified remain unchanged.

Offeror shall acknowledge receipt of any amendment to this solicitation:

- a. By signing and returning the amendment;
- b. By identifying the amendment number and date in the space provided for this purpose on the form for submitting a quote; and
- c. By letter, telegram, fax or email.

NATO must receive the acknowledgment by the time and at the place specified for receipt of quotes (Paragraph 60-70.911 & 60-70.914).

**60-70.923 TYPE OF CONTRACT**

NATO contemplates award of a "Firm Fixed Price" contract, with a not-to exceed limitation, resulting from this solicitation.

**60-70.924 EVALUATION EXCLUSIVE OF OPTIONS**

RESERVED

**60-70.925 EVALUATION OF OPTIONS EXERCISED AT TIME OF CONTRACT AWARD**

NATO will evaluate the total price for the basic requirement together with any option(s), if any, exercised at the time of award.

**60-70.926 EVALUATION OF OPTIONS**

NATO will evaluate offers for award purposes by adding the total price for all options to the total price for the basic requirement. Evaluation of options will not obligate NATO to exercise the option(s).

**60-70.927 QUOTE GUARANTEE**

RESERVED

**60-70.928 SITE VISIT (CONSTRUCTION)**

1. In order to fully understand the requirement, Bidders are **required** to attend **the mandatory** site visit and shall inspect the location where services are to be performed and to satisfy themselves regarding all general and local conditions that may affect the cost of contract performance, to the extent that the information is reasonably obtainable.

- a. An organized site visit has been scheduled for an organized site visit has been scheduled for **Tuesday, 22 April 2025 at 10:30 hrs.**

- b. Participants will meet at the [APOD Check Point 1 \(Military Airport Pristina/Slatina\)](#). Please follow this link for the location: <https://maps.app.goo.gl/pduKpakF3cmptk7n7>

2. If you plan on attending the site visit, please fax or e-mail to the CO the following information: Name of Company; Number of attendees (limited to 2); First Name and Last Name of each participant; Date and Place of Birth of each participant and a valid ID card copy. Late responses may not be accommodated. **All participant information must** be furnished to Driton Mulaku, Contracting Officer; Tel 00383 (0) 49 750 248; Email [mulakud@hq.kfor.nato.int](mailto:mulakud@hq.kfor.nato.int) **NLT Tuesday, April 02, 2025 at 11:30hrs** (contact information given in paragraph 60-70.921) in order for the necessary clearance requests to be made.

#### **60-70.929 KFOR REPRESENTATIVES SITE VISIT**

The Contracting Officer and designated NATO representatives reserve the right to inspect the bidder's facilities prior to contract award as part of the evaluation process, and throughout contract performance to help ascertain compliance with the terms and conditions of the solicitation and resultant contract.

#### **60-70.930 DEBRIEFING**

Offeror are eligible to receive a debriefing on the Contracting officers decision. To obtain that, Offeror shall submit a written request to the Contracting Officer within two (2) working days of the date on which they receive notification of the aforementioned decision.

#### **60-70.931 ZERO TOLERANCE POLICY**

1. All KFOR HQ 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).

3. By submitting a proposal in response to this solicitation 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.

4.

3. The CO may, by registered letter, terminate any contract awarded as a result 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.

4. If the CO established that the provisions stated in paragraphs 1, 2 and 3 above have been disregarded, the Bidder(s) may be removed from any NATO source list after KFOR HQ will have informed both NATO Commands and the relevant national authorities.

**Enclosure 1 to Part I, Section A****QUOTE TABLE OF CONTENT / CHECKLIST**

- Offeror name, address, POC, phone, fax, e-mail address, Internet site;
- Offeror experience information (60-70.910);
- Certificate of Origin & Availability of Service (Enclosure 2 hereto – if applicable);
- Compliance Statement for Part II & Part III, Section A – Contract provisions for the intended contract (Enclosure 3 hereto);
- Compliance Statement for Part III, Section B- SOW for the intended contract (Enclosure 4 hereto);
- References of current or recent contracts (Enclosure 5 hereto);
- Entry in the professional register;
- Pertinent Business licence/Certificate of registration for the respective trades (60-70-910);
- Certificate from social security authorities or equivalent legal authority as regards social security/pension contributions (upon NATO request);
- Certificate from tax authorities as regards tax obligations (upon NATO request);
- Certificate/Confirmation from Chamber of Commerce, Industry, Craft and Agriculture, or equivalent legal authority (upon NATO request);
- Certificate from District Commercial Court or equivalent authority (upon NATO request);
- Disclosure of claims (in case no claims are filed a Statement shall be provided) (upon NATO request);
- Technical information – In accordance with Part III Statement of Work;
  - Strategy of Works;
  - Phase-in plan (if applicable)
  - Dynamic plan (Gant chart)
  - List of Equipment to be used in the project (if applicable);
  - Specification of Proposed Materials to be used in the project including description and origin-supplier's name of the material (if applicable);
  - Confirmation that all materials and equipment to be used will be in accordance with EU Standards;
  - Confirmation of warranties (as applicable);
  - Workforce – Recommended list of workers (if applicable);
  - Key Personnel: (List of names, CV's Diplomas, types of similar work, labour contracts, letters of commitment etc – as applicable);
  - Contractor Experience: (Enclosure 5 hereto);
  - Contractor Qualification: Pertinent licence/ Certificate of registration/Business registration in the respective trades
  - Plan for the safety of the workers (if applicable);
  - Quality Assurance Plan (if applicable)
  - Use of Subcontractors: List of subcontractors with qualifications (i.e. evidence of registration in the appropriate national authorities–experience (similar information as the offeror);
- Price Quote

**Enclosure 2 to Part I, Section A**

**(To be completed and enclosed with quote)**

**CERTIFICATE OF ORIGIN AND AVAILABILITY OF SERVICE**

I hereby certify that the product and services described in this quotation **RFQ-TACO-KFOR-25-066**, to be furnished under any resultant contract, if awarded to my company, will be performed by sub-contractors (if applicable) or individuals originating from the indicated countries:

NAME	COUNTRY
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____

We/I guarantee that in case of contract as a result of this RFQ, a source of an adequate supply of services will be maintained to the end of the contract including the option years from the date of contracting.

**Date:** \_\_\_\_\_

**Name:** \_\_\_\_\_

**Title:** \_\_\_\_\_

**Signature:** \_\_\_\_\_

**Company:** \_\_\_\_\_

**Enclosure 3 to Part I, Section A**

**(To be completed and enclosed with quote)**

**COMPLIANCE STATEMENT FOR PART II and Part III, Section A  
Contractual Provisions**

It is hereby stated that our quote in response to **RFQ-TACO-KFOR-25-066** is fully compliant with the Contractual Provisions, as contained in Part II & Part III, Section A of the RFQ, with the following exception(s):

CLAUSE	DESCRIPTION OF DEVIATION

**Date:** \_\_\_\_\_

**Name:** \_\_\_\_\_

**Title:** \_\_\_\_\_

**Signature:** \_\_\_\_\_

**Company:** \_\_\_\_\_

**Quote Ref:** \_\_\_\_\_

**Note:** Offeror's response to this RFQ must be based on full compliance with the terms, conditions, and requirements of the RFQ and its future clarifications and/or amendments. The offeror may offer variations in specific implementation and operational details, provided that the functional and performance requirements are fully satisfied. In case of conflict between the compliance statement and the detailed evidence or explanations/comments furnished, the detailed evidence/comments shall take precedence for the actual determination of compliance. KFOR reserves the right to not accept the variations offered by the offeror and, therefore, disqualify the offeror from this RFQ.

**Enclosure 4 to Part I, Section A**

(To be completed and enclosed with quote)

**COMPLIANCE STATEMENT FOR PART III, SECTION B**  
**Statement of Work/Technical Specifications**

**IMPORTANT: This compliance statement must be completed for each offered option(s) or alternative.**

It is hereby stated that our quote to **RFQ-TACO-KFOR-25-066** is fully compliant with the Technical Specifications contained in Part III, Section B of the RFQ with the following exception(s):

CLAUSE	DESCRIPTION OF DEVIATION

**Date:** \_\_\_\_\_

**Name:** \_\_\_\_\_

**Title:** \_\_\_\_\_

**Signature:** \_\_\_\_\_

**Company:** \_\_\_\_\_

**Quote Ref:** \_\_\_\_\_

**Note:** Offeror' response to this RFQ must be based on full compliance with the terms, conditions, and requirements of the RFQ and its future clarifications and/or amendments. The Offeror may offer variations in specific implementation and operational details, provided that the functional and performance requirements are fully satisfied. In case of conflict between the compliance statement and the detailed evidence or explanations/comments furnished, the detailed evidence/comments shall take precedence for the actual determination of compliance. KFOR reserves the right to not accept the variations offered by the Offeror and, therefore, disqualify the Offeror from this RFQ.

**Enclosure 5 to Part I, Section A****REFERENCES OF CURRENT OR RECENT CONTRACTS****SUBSTANTIALLY SIMILAR IN SCOPE TO THE REQUIREMENTS**

For each contract/agreement, please indicate:

Contract reference (if applicable)	
Description of the contract	
Starting date of contract	
End date of contract	
Value of contract	
Customer's name	
Customer's Point of Contact capable of providing information giving name, telephone and fax numbers. EMAIL ADDRESS	

**Note:** Contracts listed may include those entered into by the Government, agencies of state and local governments, non-profit entities, and commercial concerns. The Offeror may also provide information on problems encountered on the identified contracts and the Offeror corrective actions. The Offeror may submit multiple copies of this page.

**Enclosure 6 to Part I, Section A**

**The label below is to be completed by the offeror and affixed/glued to the exterior envelope or parcel with which the Quote Packages are mailed to KFOR, FILM CITY, PRISTINA.**

(Cut along the lines)

**RFQ-TACO-KFOR-25-066**

**To be opened by the Contracting Officer only**

**SENDER:** .....

.....

.....

.....



**NATO UNCLASSIFIED**

**Part I, Section B**

**RFQ-TACO-KFOR-25-066**

**NORTH ATLANTIC TREATY  
ORGANIZATION**

**HEADQUARTERS KOSOVO FORCE**

**RFQ-TACO-KFOR-25-066**

**“IMPROVEMENT OF GROUND AND LEVELLING  
AT APOD PRISTINA”**

**PART I, SECTION B  
BILL OF QUANTITIES**



**25-066; "IMPROVEMENT OF GROUND AND LEVELLING AT APOD PRISTINA"**

**Bill of Quantities**

No.	DESCRIPTION	unit	quantity	price	total
	<b>NATO HANGAR AREA - NORTH</b>				
1	Supply necessary machinery in order to excavate the ground as per Annex A, in the length of 80m, in the depth of 1.6m, 1m wide. NOTE: all works done on the air side of the APOD, will be coordinated with APOD staff and works will be done around the flight schedule. No materials or tools shall be left on the air side when works are not performed. On daily basis, all dirt and debris left on the road from the machinery and trucks will be cleaned by the contractor.	m <sup>2</sup>	130.00		
2	Supply and lay gravel up to fraction of 60mm in the excavated ditch in a layer of 10cm and compact it.	m <sup>2</sup>	8.00		
3	Supply and lay sand in the excavate ditch in a layer of 15cm.	ls	12.00		
4	Supply and install PVC pipe Ø150 as extension of existing sewage line with all necessary connection and incline from the original manhole for 1%.	m	80.00		
5	Cover new sewage line with 30cm of soil.	ls	1.00		
6	Supply and install 1" PVC pipe and connect it to original pipe line with all necessary connectors and shut off valves.	m	80.00		
7	Supply and install pre-fabricated concrete manholes on every 28m (3 manholes for sewage) in the level with ground surface, with manhole cover bearing min 40t weight.	pcs	3.00		
8	Supply and install pre-fabricated concrete manholes on every 40m (2 manholes for water line) in the level with ground surface, with manhole cover bearing min 40t weight.	pcs	2.00		
9	Re-feel excavate trench and level the ground	ls	1.00		
10	Supply concrete CC30 and repair all excavate concrete surfaces.	m <sup>2</sup>	2.00		
11	Excavate the ground as per Annex C for the road extension in the depth of 20cm and 5m wide. NOTE: excavated ground will be evenly distributed on the air side land and levelled as per par 2.3.19.	m <sup>2</sup>	300.00		
12	Supply and lay crushed gravel (fraction 30-60mm) in a layers of 20cm (2 layers in total) and compact it with road roller between each layer.	m <sup>2</sup>	600.00		
13	Supply necessary machinery in order to clean and shape existing ground drainage channels as per Annex D.	m	2000.00		
	<b>NATO HANGAR AREA - EAST</b>				
14	Supply concrete /asphalt cutter and cut the concrete/asphalt in the line as per Annex B length (190m) and 15cm wide. NOTE: during works, access to hangar has to be enabled all the time, therefore company is obliged to provide bridging devices a cross repairing area for helicopter access that can sustain full weight of helicopter (13 tons).	m <sup>2</sup>	9.00		
15	Supply and lay concrete CC 35 with 1cm distance between apron and new concrete.	m <sup>2</sup>	9.00		



16	Supply all necessary machinery in order to apply polyurethane self-levelling high performance booster accelerated sealant, SIKAFLEX-406KC, approved by the Pristina International Airport in the 1cm gap between apron and new concrete. This mass will be used to repairs small sections of the sealant on the LIMA apron as well. NOTE: prior applying this sealing material, the surface has to be cleaned as much as possible.	m	190.00	
17	Clean the area of work.	ls	1.00	
<b>AIR SIDE / LAND SIDE</b>				
18	Supply all necessary machinery in order to level the ground on air and land side.	m <sup>2</sup>	30000.00	
19	Supply all necessary machinery in order to remove all large rocks, concrete pieces and other trash from air and land side and dispose them outside APOD in adequate legal disposal site.	m <sup>2</sup>	30000.00	
20	Completely remove green screen off the fence line separating air side and land side (around PRC).	m	170.00	
21	Supply all necessary materials in order to repair fence line sections and replace necessary pieces via welding, clean the rust. NOTE: no larger pieces than 1m will be replaced as necessary with new square metal profile 4cmX6cm in a single or double layer depending on the size of damage.	ls	1.00	
22	Supply and paint whole fence line with base protective paint.	m <sup>2</sup>	500.00	
23	Supply water based paint suitable for metal surfaces, silver colour.	pcs	500.00	
24	Supply and install chain link fence line, on top of the existing fence line, as per Annex B map, 2m high, galvanized 1.6mm thick wire with mesh opening not greater than 4cmX4cm, with artificial grass attached to fence line (PVC grass thickness 100microne min, width 80mm min, UV reinforces, green colour). Installation has to be done with stainless steel wire 2mm thick.	m <sup>2</sup>	340.00	
25	Clean the area of work.	ls	1.00	
			<b>TOTAL:</b>	



**NORTH ATLANTIC TREATY  
ORGANIZATION**

**(NATO)**

**HEADQUARTERS, KOSOVO FORCE**

**(KFOR)**

**CAMP FILM CITY, PRISTINA, KOSOVO**

**RFQ-TACO-KFOR-25-066**

**“IMPROVEMENT OF GROUND AND  
LEVELLING AT APOD PRISTINA”**

**PART II**

**GENERAL PROVISIONS**

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**60-70.1; CONTRACT ADMINISTRATION SECTION****60-70.101 DEFINITIONS**

1. As used throughout this contract, the following terms shall have meanings as set forth below:
  - a. The term "days" shall be interpreted as meaning calendar days.
  - b. Firm Fixed Contract means a contract for the provisions of services or supplies for a price, resulting from a RFQ process, which is not subject to any adjustment.
  - c. Indefinite Delivery Indefinite Quantity Contract: A contract for the indefinite delivery of indefinite quantities of supplies or services, within stated limits of supplies or services during a fixed period, for which the unit value is established in the contract.
  - d. Delivery/Task Order means a delivery order placed against a previously awarded IDIQ Contract.
  - e. Calling Officer is a member of NATO appointed in writing by the Contracting Officer to place Call-Orders.
  - f. Installation Safety Officer means the staff member of NATO for the purpose of determining compliance with health protection, hygiene and safety regulations.
  - g. The term "Prospective Offeror" shall refer to the entity that has completed and returned the ACKNOWLEDGMENT OF RECEIPT which is attached to the transmittal letter of this Request for Quote (RFQ), and has indicated thereon its intention to participate.
  - h. The term "Offeror" shall refer to the proposing entity that has submitted a proposal in response to this RFQ.
  - i. The term "Proposal" and "Request for Proposal (RFP)" are considered synonymous to "quote" and "Request for Quote" (RFQ).
  - j. The term "Contractor" shall refer to the Offeror to whom the contract is awarded.
  - k. The term "CED" means Contract Effective Date refers to the date final award of the contract has been made. This date will typically be consistent with the date of last signature by the contracting parties, or a specific date set forth in the contract.
  - l. SHAPE – Supreme Headquarters Allied Powers Europe, located at SHAPE, Belgium.
  - m. Contracting Officer – the person executing and managing this contract for HQ KFOR.
  - n. COTR – Contracting Officer Technical Representative
  - o. QAE – Quality Assurance Evaluator.
  - p. Inspector – person appointed by the Contracting Officer for the purpose of determining compliance with the technical requirements of the contract.
  - q. NATO – North Atlantic Treaty Organization.
  - r. KFOR – NATO's Kosovo Force.
  - s. HQ KFOR – Headquarters KFOR, "Film City," Pristina Kosovo.

**60-70.102 AUTHORITY**

1. Any modifications, including changes, additions or deletions and instructions under this contract shall not be binding unless issued in writing by the HQ KFOR Contracting Officer (CO). For Calling Officers, and Contracting Officer Technical Representatives (COTR.) the authority, and responsibility, is limited to what is stipulated in the relevant clauses of these General Provisions and only the authority to provide advice and/or direction to the Contractor that does not create an additional financial liability above what has already been contractually established under this contract. The NATO Contracting Officer (CO) is the only one that can financially and contractually obligate NATO.

#### **60-70.103 ORDER OF PRECEDENCE**

1. 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 signed contract agreement or the signed purchase order;
  - b. The Special Provisions; and the Statement of Work/Technical Requirements;
  - c. The General Provisions;
  - d. The Contract Documents; Bill of Quantities, Request for Quote Instructions;
  - e. The Contractors Quote or Proposal accepted by NATO
  - f. The laws and customary practices of the country where the contract is performed

#### **60-70.104 APPLICABLE LAW**

1. 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. 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. 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. When performing at a NATO Installation, the Contractor and his personnel (including also the Sub-Contractor's personnel, if any) shall comply with all applicable laws of the host nation and all relevant official NATO and local installation Directives.

#### **60-70.105 CONTRACT EFFECTIVE DATE (CED)**

1. 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.

#### **60-70.106 INCONSISTENCY BETWEEN ENGLISH VERSION AND TRANSLATION OF CONTRACT**

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

#### **60-70.107 CONTRACT ADMINISTRATION AND COMMUNICATIONS**

1. All notices and communications between the Contractor and NATO shall be written in English and addressed to the Contracting Officer, may be hand delivered, mailed, e-mailed or faxed.
2. Any discussion/negotiation between Contractor and NATO representatives shall be recorded in Minutes by the Contracting Officer. If there is a change in the contract terms and conditions, a modification will be executed.

**60-70-108 SECURITY**

1. The Contractor shall comply with all security requirements prescribed by NATO and the National Security Authority or designated security agency of each NATO country in which the contract is performed.
2. The Contractor shall be 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. Any data gathered and reported shall be properly classified. It undertakes not to pass on to anyone outside its staff information provided for the performance of the contract, or any information or to use it for any purpose whatsoever. NATO retains ownership of any and all data and recordings and this information will not be disclosed to other sources without written consent of cognizant NATO authorities. To this effect, all Contractor personnel shall be required to sign a non-disclosure statement.
3. Any known or suspected breaches of security or other matters of security significance shall be reported immediately by the Contractor to the Contracting Officer.
4. The Contractor shall place the Sub-Contractor, if any, under security obligations no less stringent than those applied to its own Contract.
5. The Contractor undertakes to provide NATO Security office, through the Contracting Officer or his representative, with a Security Clearance Certificate on all its employees, before they take up their duties, using the form provided by that office.
6. The Contractor accepts to terminate immediately the duties at a NATO location of any employee whose presence is deemed undesirable by NATO on the same day that such notification is given by the Contracting Officer or NATO Security Officer, without NATO being required to state the reason. Furthermore, in no case may NATO be held responsible for the consequences of such a decision.
7. The Contractor shall provide the KFOR Contracting Officer or his representative with a list of personnel and vehicles for which a requirement to enter KFOR installations exists. This list shall be updated continuously until completion of final acceptance.

**60-70.109 ACCESS CONTROL**

1. Before commencing work on a NATO installation, the Contractor's personnel must be in possession of an access card, and all his vehicles must display access permits. The request for these documents must be submitted to the Contracting Officer or his technical representative and the Contractor should plan fifteen (15) days to obtain these. The access cards and permits remain valid for twelve (12) months maximum and any renewal must be requested fifteen (15) days before expiration. 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.

**60-70.110 NATO FURNISHED PROPERTY**

1. The term "NATO Furnished Property" as used in this clause refers to items of equipment, material or property furnished by NATO to the Contractor which shall be subject to overhaul, repair, test, embodiment or other work as specified in the contract to be performed by the Contractor.
2. NATO shall deliver to the Contractor, for use only in connection with this contract, the property described in the contract (hereinafter referred to as "furnished property", at the times and locations stated therein. If NATO furnished property suitable for its intended use, is not so delivered to the Contractor, the Contracting Officer shall, upon timely written request made by the Contractor and if the facts warrant such action, equitably adjust any affected provisions of this contract.
3. Title to NATO furnished property shall remain vested, in NATO. The Contractor shall maintain adequate property control records of NATO furnished property in accordance with sound industrial practice.
4. Unless otherwise provided in this contract, the Contractor, upon delivery to him of any NATO furnished property shall assume the risk of, and shall be responsible for, any loss thereof, or damage thereto, except

for reasonable wear and tear, and except to the extent that such property is consumed in the performance of this contract.

5. The contractor, upon completion of this contract, shall prepare for shipment, Deliver Duty Unpaid (DDU), of all NATO furnished property not consumed in the performance of this contract as directed by the Contracting Officer.
6. The contractor shall not modify any NATO furnished property unless specifically authorized by the Contracting officer or directed by the terms of the contract.

#### **60-70.111 OPTIONS**

1. HQ KFOR shall have the unilateral right to exercise any or all of the options, in whole or in part, at the firm fixed prices and at the conditions set forth in the contract. Options are exercised in writing by the Contracting Officer at least sixty (60) days before the expiration of the contract.
2. The options may be exercised by HQ KFOR either as a modification to the initial contract or as a separate contract, incorporating all applicable terms and conditions.

#### **60-70-112 CHANGES**

1. The HQ KFOR CO may at any time, by a written order, make changes, within the general scope of this contract. 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.
2. 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.
3. 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.
4. Disclaimer: Any modifications, including changes, additions or deletions and instructions under the contract shall not be binding unless issued in writing by the HQ KFOR CO. Should the Contractor follow directions other than from the HQ KFOR CO in the performance of the contract, the risk taken will be solely that of the Contractor.

### **60-70.2; CONTRACTOR SECTION**

#### **60.70.201 CONTRACTOR RESPONSIBILITY**

1. The Contractor shall be responsible for the execution of all terms of this Contract. It may not delegate or transfers its rights or obligations without the prior written permission of the Contracting Officer.

#### **60-70.202 SUB-CONTRACTS**

1. The Contractor may place, and shall be responsible for, the administration and performance of all sub-contracts that it deems necessary to meet the requirements of this contract in full. The Contractor shall apply to the Contracting Officer for approval before sub-contracting any part of the work, being such approval pending the presentation of the same documentation, related to the Sub-Contractor's personnel to be employed at NATO, as stated in the Clause titled "EMPLOYEES" herein.
2. Even if a sub-contract is placed, the Contractor remains responsible to NATO for all obligations it assumes under this contract.
3. Sub-Contractors shall be limited to persons and firms of member nations of NATO, unless specifically authorized by the appropriate NATO Authority through the Contracting Officer.

4. The Sub-Contractor, if any, shall procure all permits and licenses necessary for the execution of the Contract, at no cost to NATO.
5. The Contracting Officer reserves the right to approve or disapprove any sub-Contractor or plan submitted by the prospective offeror.

**60-70.203 WORKING HOURS**

1. The work shall be performed in accordance with the Technical Specifications/Statement of Work (Part III).
2. Special requests shall be made to the Contracting Officer for permission to work outside normal NATO working hours or on NATO holidays. Start times and planning of various stages of the work shall be coordinated with the Contracting Officer and these times shall be adhered to.
3. Exceptionally, the Contractor accepts that NATO may have a requirement that work be performed outside the normal working hours. The financial compensation, if any, shall be mutually agreed between the Contractor and the Contracting Officer.

**60-70.204 IMPLEMENTATION SCHEDULE**

1. The Contractor shall submit a "dynamic plan" (i.e. Gantt chart) explaining plan of execution in accordance with the Statement of Work.

**60-70.205 CONTRACTOR PERSONNEL**

1. The Contractor shall provide and pay, as required, qualified personnel as needed for the proper performance of the services required under this contract; he shall strictly comply with all Host Nation Labor Laws, tariffs and social security and other regulations applicable to the employment of his personnel.
2. Privileges and Immunities granted to NATO personnel are an exclusive right and as such not transferable to the Contractor and his employees. This includes the right to access and use the facilities managed and/or operated by NATO's Community Services.
3. 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.
4. NATO will not give any directives to the Contractor's personnel for any matter under this contract other than safety and security instructions.

**60-70.206 CONTRACTOR EQUIPMENT**

1. The Contractor shall furnish, install and maintain his own furniture and equipment without any cost or expense to NATO. Approval from Contracting Officer is required prior to the installation of any major item of contractor equipment. The equipment, furniture and fixtures provided by the Contractor shall not be removed without prior written approval of the Contracting Officer and, in the event of removal; all costs and expenses thereof shall be borne by the Contractor.
2. All property of the Contractor while at NATO's premises shall be at the risk of the Contractor, and NATO shall accept no liability for any loss or damage, except to the extent that any loss or damage is the result of a willful act or gross negligence on the part of NATO's agents, representatives or employees.

**60-70.207 CORRUPTION AND ILLICIT GRATUITIES**

1. The Contractor certifies that neither he nor his 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 this contract.

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

#### **60-70.208 RELEASE OF NEWS/INFORMATION**

1. 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 Contracting Officer.
2. Furthermore the Contractor shall, in no other manner whatsoever use the name, emblem or official seal of NATO and/or any NATO Headquarters in connection with its business or otherwise.

#### **60-70.209 PARTICIPATING COUNTRIES**

1. None of the work performed under this contract, including project design, labor and services, shall be performed by firms other than from and within NATO Participating Countries.
2. No services and/or materials or items of equipment to be provided under the contract, down to and including identifiable sub-assemblies, will be provided, manufactured or assembled by a firm other than from and within a NATO Participating Country.
3. The Contractor warrants that, to the best of the Contractor's knowledge and belief, any exceptions to the origin of services and/or supplies established in paragraphs above have been disclosed as part of the Contractor's proposal as incorporated in this Contract.
4. The Contractor agrees that if any deviations from the origin of services and/or supplies specified in this clause or in the Contractor's proposal is discovered after award, the Contractor will make a full disclosure in writing to KFOR. This disclosure shall include a description of the actions which the Contractor has taken or proposes to take, after consultation with KFOR, to avoid the deviation and any cost and price data that may be reasonably required by KFOR in order to assess any price reductions that KFOR may be entitled to in accordance with the terms of this clause.
5. Any deviation from the origin of services and/or supplies specified in this clause or in the Contractor's proposal must be approved in writing by KFOR. If such a deviation results in a reduction of the costs originally foreseen by the Contractor for the performance of the contract, KFOR will be entitled to an equitable reduction of the contract price and the contract will be modified accordingly. In no case a deviation from the origin of services and/or supplies specified in this clause or in the Contractor's proposal will result in an increase of contract prices.
6. If the Contractor was aware of a potential deviation prior to award or discovered an actual or potential deviation after award and did not disclose or misrepresented relevant information to KFOR, KFOR may terminate the contract for default, in whole or in part, and pursue such other remedies as may be permitted by law or this contract
7. Note: A waiver has been granted for local companies to participate in this RFQ process.

#### **60-70.3; GENERAL INFORMATION SECTION**

##### **60-70.301 AUTHORIZATION TO PERFORM**

1. The Contractor warrants that it and its sub-Contractors have been duly authorized to provide the required services and do business in the country or countries in which this contract is to be performed. That it and its sub-Contractors have obtained or will obtain all necessary licenses and permits required in connection with the contract. That it and its sub-Contractors will fully comply with all the laws, decrees, labor standards

and regulations of such country or countries during the performance of this contract. And that no claim for additional monies with respect to any authorizations to perform will be made upon NATO.

#### **60-70.302 PROTECTION AND IDEMNIFICATION**

1. The Contractor in the performance of this contract shall at all times hold NATO, its agents, representatives and employees harmless from any and all suits, claims, charges and expenses which arise out of acts or omissions of the Contractor; his agents, representatives or employees.
2. The Contractor shall indemnify and hold NATO harmless against claims for injury to persons or damages to property of the Contractor, of NATO or other parties arising from the Contractor's possession or use of NATO furnished property, including facilities and utilities.
3. The Contractor shall repair at his expense any damage resulting from his work and inflicted to the NATO buildings, equipment, services, utilities, roads and grassed areas, where such work is not included in the scope of work. In the case of buried utilities, this will apply to any utility, which was previously notified to the Contractor by the issue of a digging permit. The repair work shall be done according to the Contracting Officer's specifications. All excavations and damages to other areas that were not a part of the contract work shall be repaired at the Contractor's expense.

#### **60-70.303 HEALTH, SAFETY, AND ACCIDENT PREVENTION**

1. Except as otherwise provided in this contract, this contract shall be governed, interpreted and construed in accordance with the laws of the Local HQs Host Nation (Contracts). The Contractor as well as the Contractor's (or Sub-Contractor's) personnel shall comply with generally accepted European standards for health, safety at work and with similar laws and regulations at all NATO sites where work under the contract is performed or will be performed.
2. If the Contracting Officer notifies the Contractor in writing of any non-compliance in the performance of this contract, with regard to health, safety and accident prevention laws and regulations and the Contractor fails to take immediate corrective action, then the HQ KFOR CO or the ACO 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.
3. At any time, NATO Safety Officer and Host Nation labor inspection authorities will be entitled to inspect any Contractor's activities in order to guarantee that this clause is enforced.

#### **60-70.304 SAFETY, TESTS, AND INSPECTIONS**

1. It is the Contractor's responsibility to obtain, at no additional cost to NATO, the required official certificates for all parts, equipment and installations (such as tanks, generators, transformers, gas lines, etc.). The certificates, together with the validated test reports, shall be available and submitted to the Contracting Officer prior to the start of the acceptance testing by NATO. In case of a disagreement between the Contracting Officer and the Contractor concerning the conformity of materials and equipment, tests may be called for by NATO, whereby in the event of failure of the item under test, all costs associated with the tests shall be at the Contractor's expense. All new electrical and mechanical installations or modifications must be inspected and accepted by a certified inspection agency when required by Host Nation or International regulations.

#### **60-70.305 INSURANCE**

1. At all times during the performance, the Contractor agrees to procure and maintain, without any cost to NATO, any workmen's compensation, employees' liability or other type of insurance required by the host nation's laws.
2. The Contractor agrees to procure and maintain, without any cost to NATO, a suitable civil liability insurance to cover damage that could be caused to NATO property and/or individuals. This insurance will be submitted to the Contracting Officer for verification of adequacy upon request.

**60-70.306 MAINTENANCE OF NATO PREMISES**

1. If NATO premises are put at disposal of the Contractor, he shall maintain these premises safe, secure and clean; he shall also assume all expenses of repair caused by his negligence, that of his employees, or any other deed for which he may be held responsible. The Contractor shall not make any alterations to the premises without prior written approval of Contracting Officer.
2. The premises shall be available for inspection at any time by NATO.
3. Failure by the Contractor to fulfil any of the provisions in the above paragraphs, after appropriate written notice by the Contracting Officer, shall give NATO the right to cause these provisions to be fulfilled to NATO's requirements and to pass the full costs of such fulfilment to the Contractor for immediate reimbursement to NATO without regard to any actions the Contractor may plan to take to obtain reimbursement from any other party or parties.

**60-70.4; FINANCIAL SECTION****60-70.401 PREFERRED CUSTOMER**

1. The Contractor warrants that the prices set forth in this contract are as favorable as those extended to any Government, Agency, Company, Organization or individual purchasing like quantities covered by the contract under similar conditions. In the event that prior to complete delivery under this contract the Contractor offers any of such items in substantially similar quantities to any customer at prices lower than those set forth herein, the Contractor shall so notify NATO and the prices of such items shall be correspondingly reduced by a supplement to this contract.
2. Prices in this sense means "Base Price" prior to applying any bonuses, export tax reduction, turnover tax exemptions and other reductions based on National Policies.

**60-70.402 PRICES, TAXES, AND CUSTOMERS CHARGES**

1. Unless otherwise indicated in the contract, all prices are firm and fixed, except for taxes and custom charges, if due.
2. NATO by virtue of its status is exempt from all taxes and all customs charges on merchandise and services. The Contractor, therefore, certifies that the prices stipulated in this contract do not include amounts to cover such taxes or customs charges.
3. NATO is exempt from all taxes and duties by application of the Ottawa Agreement, dated 20 September 1951 and by application of the Agreement between NATO and the Republic of North Macedonia dated 24 Dec 1998, and the Memorandum of Understanding (MOU) between the Supreme Headquarters Allied Power Europe (SHAPE) and the Ministry of Defense of the Hellenic Republic regarding the provision of Host Nation Support (HNS) for the execution of Supreme Allied Commander Europe (SACEUR) Operational Plan 10413, "Joint Guardian", dated 9 Jan 1999. (See UNMIK Regulation No. 2000/47, "On the Status, Privileges and Immunities of KFOR and UNMIK and Their Personnel in Kosovo").
4. Goods and services sold to or through NATO are to be considered as exports. Consequently, the Contractor is responsible for obtaining any documentation required to permit NATO and its customers to benefit from the fiscal regime applicable to exports.
5. 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.
6. Following payment by NATO of the amount(s) for taxes and/or duties pursuant to paragraph 3 above, should the Contractor receive a rebate or rebates of any part or all of the said amount(s) so paid by NATO, the Contractor shall notify NATO promptly and the amount(s) of such rebate(s) shall be credited or paid

over by the Contractor to NATO at NATO's option. The Contractor shall take any action that could be reasonably required in order to obtain such rebate(s) whenever he is aware of the possibility of obtaining it (them).

#### **60-70.403 INVOICES**

1. An Original Invoice shall be submitted and shall contain: contract number, item number, bank details (IBAN & BIC Codes), contract description of supplies or services, sizes, quantities, unit prices (exclusive of taxes or duties for which relief is available) and extended totals.
2. Invoice shall be addressed to the NATO Contracting Officer unless otherwise specified on the contract/purchase order. If the original invoice is missing, copies of the invoice must contain the following statement before it can be proceed for payment:

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

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

#### **60-70.404 PAYMENTS**

1. Payment for all supplies and services shall be made within thirty (30) calendar days after receipt of properly supported and acceptable invoices submitted upon completion of delivery or of the works, inspection and acceptance.
2. No payment shall be made with respect to undelivered supplies, work not performed and/or services not rendered under this contract.
3. Payment will be effected in the currency or currencies of the contract.
4. NATO shall not bear any cost related to financial guarantees, which the Contractor is required to provide under this contract.

#### **60-70.405 ADVANCE PAYMENTS**

1. No advance payments shall be authorized except as otherwise provided in the contract. The Procuring Contracting Officer may authorize advance payments on a case-by-case (by project) basis not to exceed fifteen (15) percent of the total project cost on the condition that the contractor establishes an equivalent Bank Guarantee and NATO interests are adequately safeguarded.
2. The Bank Guarantee may be in the form of a certified cheque, cashier's cheque, irrevocable letter of credit, or such other financial instrument issued by a Host Nation banking institution governed by Host Nation legislation and acceptable to the Contracting Officer. Limited or automatically terminated bank guarantees are not acceptable.
3. A copy of the Bank Guarantee will be attached to the invoice presented for payment under this clause.
4. The Contractor will extend the validity of the Bank Guarantee until the date of Final Acceptance, at which time this collateral will be released.

#### **60-70.406 PROGRESS PAYMENTS**

1. No progress payments shall be authorized except as otherwise provided in the contract. The HQ KFOR Contracting Officer may authorize progress payments upon specified milestones on a case-by-case (by project) basis and in total of two and not to exceed sixty (60) percent of the total project cost on the condition that the contractor's work progress warrant such a move. Contracting Officer, reserves the explicit right to reduce or suspend progress payments or to increase liquidation rate, should a contractor's work progress warrant such a move.

#### **60-70.407 PERFORMANCE BOND/BANK GUARANTEE**

1. If the contract foresees that the Contractor deposits with HQ KFOR a Performance Bond this shall be a Bank Guarantee in the form of a certified cheque, cashier's cheque, irrevocable letter of credit, or such other financial instrument issued by a Host Nation banking institution governed by Host Nation legislation and acceptable to the Contracting Officer.
2. Limited or automatically terminated bank guarantees are not acceptable.
3. The Bank Guarantee will represent ten (10) % of the contractual amount or of the estimated contractual amount. Once project is accepted by KFOR the Performance Bond will be decreased to five (5%) of the contractual amount to cover the project's warranty period.
4. The Bank Guarantee must be delivered to the Contracting Officer within fifteen (15) days of award of the contract.
5. In the event the contract is terminated for default, the Offeror is liable for any cost of acquiring the work that exceeds the amount of quote, and the bond is available to offset the difference.

### **60-70.5; RECEIVING SECTION**

#### **60-70.501 INSPECTION**

1. Unless otherwise specifically provided for or approved by NATO 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.
2. 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 NATO, to the extent practicable at all times and places including the period of manufacture, and in any event prior to acceptance.
3. In case any supplies are defective in material or workmanship or otherwise not in conformity with the requirements of this contract, NATO 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.
4. If any inspection or test is made by NATO on the premises of the Contractor, the Contractor without additional charge shall provide all reasonable facilities and assistance to NATO inspectors in the performance of their duties. If NATO inspection or test is made at a point other than the premises of the Contractor, it shall be at the expense of NATO except as otherwise provided in this contract. In case of rejection NATO shall not be liable for any reduction in value of samples used in connection with such inspection or test. NATO reserves the right to charge to the Contractor any additional cost of NATO inspection and test when supplies are not ready at the time such inspection, when test is requested by Contractor or when re-inspection or re-test 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 NATO therefore.
5. The inspection and test by NATO 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.

#### **60-70.502 MARKING AND LABELLING**

1. A label showing the NATO contract number and the name of the Contractor shall be affixed in a visible place to each major item of equipment and independent component. The label shall resist rubbing and minor abrasion.

#### **60-70.503 NOTICE OF SHIPMENT**

RESERVED

**60-70.504 TITLE TO PROPERTY AND RISK OF LOSS**

1. Unless this contract specifically provides for earlier passage of title, title to property of the supplies covered by this contract shall pass to NATO upon formal acceptance, regardless of when or where NATO takes physical possession.
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 NATO upon:
  - a. Delivery of the supplies to a carrier, if transportation is Ex Works (EXW);
  - b. Acceptance by NATO or delivery of the supplies to NATO at the destination specified in this contract, whichever is later, if transportation is Delivered Duty Unpaid (DDU).
3. 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.
4. Notwithstanding (2) above, the Contractor shall not be liable for loss of or damage to supplies caused by the negligence of officers, agents or employees of NATO acting within the scope of their employment.

**60-70.505 ACCEPTANCE**

1. Acceptance or rejection of the services/supplies shall be made as promptly as practicable after delivery, except as otherwise provided in this contract.
2. Acceptance shall be conclusive, except for latent defects, fraud, gross mistakes amounting to fraud, or otherwise stated in the contract. It is the action by which NATO acknowledges that the Contractor has fully demonstrated that the deliveries are complete and operational.
3. Acceptance will be accomplished when the following requirements are met:
  - a. Availability at final destination of all deliverables.
  - b. Successful completion of acceptance testing.
  - c. Verification of the inventory.
  - d. Satisfactory completion of all training or other services, if any, required by that date.
  - e. Agreement between the Contracting Officer and the Contractor on a discrepancy list (if necessary) and corresponding clearance dates.

**60-70.506 WARRANTY**

1. Notwithstanding inspection and acceptance by NATO of services/supplies furnished under the contract or any provision of this contract concerning the conclusiveness thereof, the Contractor warrants as follows:
  - a. Works & Labor/Workmanship and Quality of Works: for a period of one (1) year(s) unless otherwise is requested in the Part III, Section B "SOW" or whichever longer period provided by the manufacturer/contractor or relevant Host Nation law following the date of acceptance.
  - b. Building Materials: for a period of one (1) year(s) unless otherwise is requested in the Part III, Section B "SOW" or whichever longer period provided by the manufacturer/contractor or relevant Host Nation law following the date of acceptance.
  - c. Equipment - Supplies: for a period of twelve (12) months unless otherwise is requested in the Part III, Section B "SOW" or whichever longer period provided by the manufacturer/contractor or relevant Host Nation law following the date of acceptance.

- d. Structural Integrity: seven (7) years under normal use/wear and weather conditions unless otherwise is requested in the Part III, Section B "SOW"; or whichever longer period provided by the manufacturer/contractor or relevant Host Nation law following the date of acceptance
  - e. 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; and
  - f. The preservation, packaging, packing and marking and the preparation for and method of shipment of such supplies will conform with the requirements of this contract.
  - g. In addition the contractor shall be responsible to provide on-site follow-on technical support for all malfunctioning or failed components.
2. The Contracting Officer shall give written notice to the Contractor of any breach of the warranties in paragraph one of this clause within 30 calendar days after discovery of any defect.
  3. Within a reasonable time after such notice, the Contracting Officer may either:
    - a. 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
    - b. 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.
    - c. Require the Contractor to repair any component failure, in addition to any associated building components.
  4. 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.
  5. 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 nonconforming supplies. In the event it is later determined that such supplies were not defective or nonconforming 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".
  6. 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.
  7. In case of a provisional acceptance the warranty period starts at the date of provisional acceptance and ends twelve (12) months (or more as per Part III, Section B "SOW") after the date of final acceptance.
  8. 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.
  9. The rights and remedies of NATO provided in this clause are in addition to and do not limit any rights afforded to NATO by any other clause of the contract.

#### **60-70.507 SERVICE AND PARTS AVAILABILITY**

1. Unless as specified otherwise in the technical Specifications, the Contractor will maintain and furnish a source of an adequate supply of services, components, spare parts and sub-assemblies to properly maintain the supplies to the end of the contract including option years from the date of contracting.

**60-70.508 VARIATION IN QUANTITY**

1. 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.

**60-70.6; PERFORMANCE SECTION****60-70.601 DISPUTES**

1. All disputes arising out of the performance of this contract will be settled through amicable settlement between the Contracting Officer and the Contractor.
2. 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 1952 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.
3. 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.
4. 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 one.
5. In reaching its decision, the arbitral tribunal should apply general principles of public international law and the governing law of the contract as applicable.
6. 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.
7. 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.

**60-70.602 NATO DELAY OF WORK**

1. 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 authorized 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 (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 this contract.
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; 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.
3. No claim under this clause shall be allowed for any delay resulting from the restriction of access to NATO 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 seven (7) days prior to their implementation.

**60-70.603 LIQUIDATED DAMAGES**

In lieu of actual damage the Contractor shall pay to NATO 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 ten 10% of the contract price. Alternatively, NATO may terminate this contract in whole or in part as provided in paragraph 1(a) of the Default Clause and in that event the Contractor shall be liable, in addition to the excess costs provided in paragraph 1(b) of the Default Clause, for such liquidated damages accruing until such time as NATO 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 paragraph (3) 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.

**60-70.604 TERMINATION FOR CONVENIENCE**

1. The performance of work under this contract may be terminated by NATO 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 NATO. 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.
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 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;

- e. Transfer title and deliver to NATO in the manner, at the times, and to the extent, if any, directed by the Contracting Officer:
  - i. The fabricated parts, work in process, completed work, and
  - ii. 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 NATO.
- f. Complete performance of such part of the work as shall not have been terminated by the Notice of Termination.
3. 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 ninety (90) days 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.
4. 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.
5. 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.
6. 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 NATO at all reasonable times at the office of the Contractor but without direct charge to NATO, 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.

#### **60.70.605 TERMINATION FOR DEFAULT**

1. NATO may by written notice of default to the Contractor, terminate the whole or any part of this contract if any one of the following circumstances:
  - a. 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
  - b. 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 (10) days (or such longer period as the Contracting Officer may authorize in writing) after receipt of notice from the Contracting Officer specifying such failure.
2. In the event NATO terminates this contract in whole or in part as provided in paragraph 1a. of this clause, NATO may procure supplies or services similar to those so terminated and the Contractor shall be liable to NATO 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.
3. 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 gross negligence of the contractor.

4. If this contract is terminated as provided in paragraph a. of this clause, NATO, in addition to any other rights provided in the clause, may require the Contractor to transfer title and deliver to NATO 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 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 NATO has an interest. Payment for completed supplies delivered to and accepted by NATO shall be at the contract price. Payment for manufacturing materials delivered to and accepted by NATO 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 "Disputes". NATO 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 NATO against loss because of outstanding liens or claims of former lien holders.
5. 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 NATO, 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 NATO 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".
6. 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.

#### **60-70.606 SPECIAL TERMINATION CLAUSE**

1. If at any time while this contract is in force either party finds itself in one of the following situations:
  - a. Death, supervened incapacity or extinction of its legal entity;
  - b. Declaration of bankruptcy, reorganization of debts, take over by a trustee, or any other legal status implying lack of capacity to enter new financial liabilities,
  - c. Change of activity in such a manner that it becomes incompatible with the purpose of this contract.
2. Then the other party shall be entitled to terminate this 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 the notice of termination.

#### **60-70.607 CONTRACTOR NOTICE OF DELAY**

1. In the event the Contractor encounters difficulty in meeting performance requirements, or when he anticipates difficulty in complying with the contract delivery schedule or date, he shall immediately notify the Contracting Officer in writing, giving pertinent details; provided, however, that this data shall be informational only in character and that this provision shall not be construed as a waiver by NATO of any delivery schedule or date, or of any rights or remedies provided by law or under this contract.

**60-70.608 STOP WORK ORDER**

1. The Contracting Officer may, at any time, by written order to the Contractor, require the Contractor to stop all, or any part, of the work called for by this contract for a period of ninety (90) days after the order is delivered to the Contractor and for any further period to which the parties may agree. Any such order shall be specifically identified as Stop Work Order issued pursuant to this clause. Upon receipt of such an order, the Contractor shall forthwith comply with its terms and take all reasonable steps to minimize the incurrence of costs allocable to the work covered by the order during the period of work stoppage. Within a period of ninety (90) days after a stop work order is delivered to the Contractor, or within any extension of the period to which the parties shall have agreed, the Contracting Officer shall either:
  - a. Cancel the stop work order, or
  - b. Terminate the work covered by such order as provided in the "Termination for Convenience" clause of this contract.
2. If a stop work order issued under this clause is cancelled, or the period of the order or any extension thereof expires, the Contractor shall resume work. An equitable adjustment shall be made in the delivery schedule or contract price, or both, and the contract shall be modified in writing accordingly, if:
  - a. The stop work order results in an increase in time required for, or in the Contractor's cost properly allowable to, the performance of any part of this contract and;
  - b. The Contractor asserts a claim for such adjustment within thirty (30) days after the end of the period of work stoppage; provided that, if the Contracting Officer decides the facts justify such action, he may receive and act upon any such claim asserted at any time prior to final payment under this contract.
3. If a stop work order is not cancelled and the work covered by such order is terminated for the convenience of NATO the reasonable costs resulting from the stop work order shall be allowed in arriving at the termination settlement.

**60-70.7; COPYRIGHT SECTION****60-70.701 SOFTWARE RELEASES AND UPDATES**

1. All software implemented on or delivered with the supplies shall be at the start of acceptance, the most recent versions or releases as available on the commercial market.
2. The Contractor shall for the duration of minimum five (5) years after acceptance, and upon their availability, offer to NATO 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.

**60-70.702 RIGHTS IN TECHNICAL DATA AND COMPUTER SOFTWARE**

1. Ownership. As between the parties, the parties agree the portion of the work product as created by operation of this Agreement relating to NATO's information shall belong exclusively to NATO. That portion of the work product as created by operation of this Agreement relating to Contractor's information, pre-existing work or which is generic to Contractor's software products shall belong exclusively to the Contractor.
2. Pre-Existing Materials. Contractor may include in the supplies pre-existing work or materials. Contractor grants to NATO a non-exclusive, non-transferable, non-assignable, worldwide, royalty-free right and license to use, execute, reproduce, display, perform, and distribute (internally) copies of, and prepare derivative works based upon, such work and materials and the right to authorize others to do any of the foregoing solely for NATO's purposes and benefit under the applicable statement of work.

**60-70.703 TECHNICAL BROCHURES AND MAINTENANCE PLANNING**

1. The contractor shall provide one (1) set (in English) of the technical specifications and maintenance programmes (compatible with NATO Planned Preventive Maintenance) for any installed equipment. These documents shall be submitted with the as built drawings, or to a previously agreed schedule.

#### **60-70.704 NOTICE AND ASSISTANCE REGARDING PATENT AND COPYRIGHT INFRINGEMENT**

1. 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.
2. 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.
3. This clause shall be included in all sub-contracts.

#### **60-70.705 PATENT INDEMNITY**

1. The Contractor shall indemnify NATO and its officers, agents and employees against liability, including costs, for infringement of any letters patent (except letters patent issued upon an application which is now or may hereafter be kept secret or otherwise withheld from issue by order of the government which issued the letters patent) arising out of the manufacture or delivery of supplies under this contract, or out of the use or disposal by or for the account of NATO of such supplies. The foregoing indemnity shall not apply unless the Contractor shall have been informed as soon as practicable by NATO of the suit or action alleging such infringement and shall have been given such opportunity as is afforded by applicable laws, rules, or regulations to participate in the defense thereof; and further, such indemnity shall not apply to:
  - a. An infringement resulting from compliance with specific written instructions of the Contracting Officer directing a change in the supplies to be delivered or in the materials or equipment to be used or directing a manner of performance of the contract not normally used by the Contractor;
  - b. An infringement resulting from an addition to, or change in, such supplies or components furnished which addition or change was made subsequent to delivery or performance by the Contractor; or
  - c. A claimed infringement, which is settled without the consent of the Contractor, unless required by a court of competent jurisdiction.

### **60-70.8; CONSTRUCTION SECTION (APPLICABLE ONLY FOR CONSTRUCTION PROJECTS)**

#### **60.70.801 PERFORMANCE BONDS**

1. If the Contract (or individual project) requires Performance Bonds, the contractor shall deposit the bond with NATO. The Performance Bond shall be a bank Guarantee in the form of a certified cheque, cashier's cheque, irrevocable letter of credit, or such other financial instrument issued by a banking institution governed by Host Nation legislation and acceptable to the Contracting Officer. Limited or automatically terminated bank guarantees are not acceptable.

#### **60-70.802 COMMENCEMENT, EXECUTION, AND COMPLETION OF WORK**

1. Unless the dates and the implementation schedule for the execution of the contract are set in the Contract, the Contractor will commence work when the notice to proceed will be issued by the CO or their representative, after his acceptance of the contract, or, in case of an Open-end Contract after receipt of an Order to execute the requested work. The Contractor will complete the entire work, ready for acceptance and use, within the time frame described in the Statement of Work.
2. The time for completion of the work shall include final cleanup of the site.

3. The Contractor shall report in writing to the Contracting Officer any weather inclemency which may preclude the continuation of work in accordance with the Host Nation requirements. The final date of the works completion shall be corrected in accordance with the provisions of that document.

**60-70.803 ON-SITE UTILITIES**

1. Electricity shall be supplied by the KSF for the duration of the work. The Contractor shall supply electric power cables and temporary distribution boards to the work areas at their own expense. If the distribution board has insufficient capacity (physical size or current), the Contractor shall propose a temporary board, to be supplied, fitted and removed upon completion of the work by the Contractor.
2. If an interruption of utilities is necessary, for any reason, the Contractor shall request written approval at least ten (10) working days prior to the desired interruption. The time and duration of an interruption shall be coordinated with the Contracting Officer or his designated representative.

**60-70.804 STORAGE**

1. The storage of the Contractor's tools, equipment and material shall be the Contractor's responsibility and shall be confined to a designated area. The Contractor remains solely responsible for the security of his stored equipment and supplies.

**60-70.805 SITE PROTECTION**

1. When work and atmospheric conditions are a source of danger, the Contractor shall supply and take all necessary measures: barriers, night lighting and warning signs for personnel safety and the protection of NATO property. Temporary structures, such as ladders or scaffolding, which present a security hazard to the premises or a safety hazard to persons, shall be removed at the end of working hours.
2. When required, extinguishers or fire blankets shall be provided by the Contractor and placed in a convenient work area.
3. During the work, the site shall be kept clean and tidy. After completion of the work, the site shall be thoroughly cleaned by the Contractor and free from all debris. Debris shall be removed from the area at no additional cost.
4. The Contractor shall repair at their expense any damage caused by their work to buildings, equipment, services, utilities, roads, grassed and other areas.

**60-70.806 WORKS AND VARIATIONS**

1. No excavation, penetration, drilling, etc. will be started by the Contractor without a formal permit from the Contracting Officer or their representative.
  - a. For all works the Contractor shall, prior to performing any excavation, penetration, drilling, etc., request and obtain from the Contracting Officer or his representative the location of any known existing buried utilities, such as cables, piping, or communication lines. Additionally, prior to any such work, a metal, cable or water-detecting device shall be used to confirm the route of the buried services.
  - b. Hand excavation methods will be used in the vicinity of known existing services to ensure protection and care of the existing utility lines. Any unknown cable, pipe or fittings exposed by the contractor during excavation work shall be brought to the Contracting Officer's attention and if directed by the Contracting Officer registered in the as built drawings.
  - c. At any time, the Contractor is to point out to the Contracting Officer any omissions or inaccuracies he encounters before or during the execution of the works. If the contractor wishes to offer an alternative solution to any problem, he may submit any additions, subtractions or alternative solutions to the Contracting Officer. A contract modification or a supplementary call order may then be issued to cover any amendments as applicable.

**60-70.807 NATO PROVIDED DRAWINGS**

1. Any drawings provided by NATO are to be considered as diagrammatic and/or conceptual only, showing the site of the work and the general layout. Upon receipt of drawings the contractor shall promptly review them and notify the Contracting Officer of any discrepancies. A design review meeting may be arranged to finalize and define all the details of the work after which the Contractors shall produce detailed calculations, design specifications and construction drawings.

#### **60-70.808 AS-BUILT DRAWINGS**

1. As-built drawings show actual condition of completed project, which may differ, from construction plans or working drawings if changes were made on site during execution to overcome physical obstacles or minor problems. If required by the Contract the Contractor shall provide as-built drawings, which reflect all works, performed and include measurements, notes, references, loads, assumptions, connections to existing utility network, etc. As-built drawings become the property of NATO and are due before provisional acceptance unless otherwise agreed. Unless specified otherwise, as-built drawings shall be submitted in hard copy and digitized format.
2. Hard copy as-built drawings will be on reproducible polyester film 63 microns, inked lines, formatted A2 (594 mm x 420 mm) or A1 (840 mm x 594 mm) or A0 (1188 mm x 840 mm).
3. Digitized as-built drawings shall be compatible with the Intergraph system, software micro station 95 running on workstations with Windows NT as operating system and use the Engineer Branch provided file structures, size A0, A1 or A2, symbol library and procedures. NATO will provide the basic drawing file or files for the contractor to update. Prior to any data exchange, the contractor will certify to work under the Intergraph license conditions.



**NORTH ATLANTIC TREATY  
ORGANIZATION**

**(NATO)**

**HEADQUARTERS, KOSOVO FORCE**

**(KFOR)**

**CAMP FILM CITY, PRISTINA, KOSOVO**

**RFQ-TACO-KFOR-25-066**

**“IMPROVEMENT OF GROUND AND  
LEVELLING AT APOD PRISTINA”**

**PART III**

**SECTION A**

**SPECIAL PROVISIONS**

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## 1. MANAGEMENT CLAUSES

### 1.1 Obligations, Privileges, and Responsibilities.

- 1.1.1 Contractor Employee(s) serving under this contract shall retain the obligations and privileges of their employment contract with their employer to the extent that they do not conflict with NATO's requirements as stated herein. NATO will not provide Contractor Employee(s) with any additional rights or privileges.
- 1.1.2 All Contractor Employee contact with external governmental authorities/agencies for the purpose of obtaining performance information shall only be made through or by the Contracting Officer (CO).
- 1.1.3 The Contractor must furnish the necessary manpower, equipment, management, and supervision to provide the referred services in accordance with the provisions of the Statement of Work/Technical Specifications (Part III, Section B).
- 1.1.4 The Contractor is solely responsible for the organization and management of his/her personnel. All Contractor personnel are under the authority, direction and supervision of the Contractor. The Contractor shall provide evidence and documents of compliance with national laws in the hiring of employees upon request by the Contracting Officer. NATO is not the employer of the Contractor's personnel.

### 1.2 Responsibility of the HQ KFOR Contracting Officer (or designated alternate): HQ KFOR Contracting Officer is responsible for, and has the authority to provide for the overall management of the contract, liaise between the Contractor and the COTR and any other NATO personnel. Through the Contracting Officer Technical Representative (COTR) the Contracting Officer will:

- 1.2.1 Provide the overall technical direction of the work.
- 1.2.2 Assure that the work stays within the set technical bounds.
- 1.2.3 Co-ordinate Contractor tasks and assess Contractor performance.
- 1.2.4 Review and evaluate the performance of the Contractor.

### 1.3 Responsibility of the HQ KFOR COTR (or designated alternate): The COTR is responsible for, and has the authority as delegated by the CO to:

- 1.3.1 Become involved and administer pro-active "day to day" execution of technical works and/or services.
- 1.3.2 Monitor, document and communicate/evaluate the contract performance, including inspections and acceptance of deliverables.
- 1.3.3 Ensure satisfactory, timely delivery within the financial constraints of the contract and provide contract technical direction and guidance as per Statement of Work.
- 1.3.4 Assure that the work stays within the set technical bounds.

- 1.3.5 Serve as POC for technical matters; and *laisse* on technical matters between the Contracting Officer and the Contractor.
  - 1.3.6 Coordinate Contractor tasks and assess Contractor performance.
  - 1.3.7 Review and evaluate the performance of the Contractor.
  - 1.3.8 Accept the services/works as per the relevant request.
  - 1.3.9 Reject the whole of any consignment for the articles if, on inspection, it is found not to conform to the specified requirements of the contract.
  - 1.3.10 The COTR is not authorized to award, modify and/or terminate the contract and/or any contractual modifications.
- 1.4 Force Majeure; as used in this Article, means acts of God, war (whether declared or not), invasion, revolution, insurrection or other acts of a similar nature or force. In the event of and as soon as possible after, the occurrence of any cause constituting force majeure, the Contractor shall give notice and full particulars in writing to HQ KFOR Contracting Officer of such occurrence or change if the Contractor is thereby rendered unable, wholly or in part, to perform its obligations and meet its responsibilities under this contract. The Contractor shall also notify HQ KFOR Contracting Officer of any other changes in the conditions or the occurrence of any event which interferes or threatens to interfere with its performance of the contract. On receipt of the notice required under this Article, HQ KFOR Contracting Officer shall take such action as, in his sole discretion, is considered to be appropriate or necessary in the circumstances, including the granting to the Contractor of a reasonable extension of time in which to perform its obligations under the Contract.
- 1.4.1 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, HQ KFOR shall have the right to suspend or terminate forthwith this contract without compensation or advance notice.

## 2. TAXES

- 2.1. The present contract is exempted from Value Added Tax (V.A.T.) according to the following regulations (list is not all-inclusive as supplementary regulations applicable to specific NATO Areas of Operation can apply on a case-by-case basis):
  - 2.1.1. The Ottawa Agreement, 20 September 1951 Article X;
  - 2.1.2. Article VIII of the Paris Protocol, dated 28 August 1952;
  - 2.1.3. Application of the Agreement between NATO and the Republic of North Macedonia, dated 24 Dec 1998;
  - 2.1.4. Memorandum of Understanding (MOU) between the Supreme Headquarters Allied Power Europe (SHAPE) and the Ministry of Defense of the Hellenic Republic regarding the provision of Host Nation Support (HNS) for the execution of Supreme Allied Commander Europe (SACEUR) Operational Plan 10413, "Joint Guardian" dated 9 Jan 1999;
  - 2.1.5. UNMIK Regulation No. 2000/47, "On the Status, Privileges and Immunities of KFOR and UNMIK and Their Personnel in Kosovo";
  - 2.1.6. EC Directive on Value Added Tax, Article 151, dated 28 November 2006;
  - 2.1.7. (PbEU L 347), changed on 19 December 2006 (PbEU L 384);
  - 2.1.8. EC Directive 92/12/EEC, Article 23 para 1;

2.1.9. EU Directive 2006/112/EC, dated 28 November 2006

### 3. PRICE PROPOSAL

- 3.1. Offerors price quote shall consist of a Firm Fixed Price, using the price quote format at Part I, Section B. Award will be based upon the lowest priced technically compliant offer, total firm fixed price offered.

### 4. PRICES

- 4.1. Prices to be paid for the goods and services provided under the Firm Fixed-Price contract shall include all the expenses in connection with this contract; therefore, no additional sums will be paid to the Contractor for any cost that it could deem as necessary for the performance of the contract, unless otherwise specified in the contract.
- 4.2. If the Contractor's solution includes power requirements outside the provision of KFOR, those requirements must be supplied by the Contractor. KFOR will not be held liable for any claim fees or charges of any kind for supplies, repairs or substitution of the Contractor's supplied power source. Any repairs to be performed that are shown to be caused by NATO personnel's fault and/or negligence shall be presented separately to the Contracting Officer within three (3) business days from discovery. Any such repairs are deemed to be outside the scope of this contract. As such, only the Contracting Officer can approve these types of repairs on a separate purchase order.
- 4.3. The prices arrangements cover a full and unconditional acceptance by the Contractor of all the requirements and conditions included in the contract.
- 4.4. The prices arrangements satisfy any and all expenses incurred by the Contractor for the satisfactory performance of the work required under this contract and remain firm and fixed for the duration of this contract.
- 4.5. The prices arrangements shall be exclusive of all taxes and duties from which NATO is exempt in accordance with the Ottawa Agreement, dated 20 September 1951.

### 5. INVOICES AND PAYMENTS

- 5.1. The Contractor shall submit monthly invoices for goods/services provided under the contract. Each invoice shall contain, at a minimum, the following information:
- Invoice reference and issue date;
  - The HQ KFOR address;
  - The contract number;
  - Purchase Order number (if applicable);
  - The description of goods and deliverables;
  - The quantities and unit prices (exclusive of taxes and duties).
  - The total amount to be paid.
  - The bank account details where the Contractor will receive the payment.
- 5.2. Payment for the services/supplies furnished by the Contractor under the terms of this contract shall be made within thirty (30) days after receipt of the invoices duly supported by the acceptance document duly signed for acceptance by HQ KFOR representative. No payment shall be made with respect to undelivered supplies under this contract. Payment will be effected in the currency or currencies of the contract.
- 5.3. In accordance with to Payment Services Directive (EU Regulation No 2007/64) related to SEPA (Single European Payment Area), all bank payments in Kosovo from NATO to suppliers are subject to bank fees

that will be incurred by both NATO and the supplier. The supplier will observe a charge for any payment/bank transfer from NATO/KFOR that will represent his share of the bank fee.

## **6. INTERNATIONAL EVENTS**

- 6.1. If HQ KFOR Pristina, Kosovo cease or suspend its activities, or have its liberty of action restricted or suspended, in the event of or resulting from international events such as a change in its mandate and/or lack of funding, this contract may be terminated forthwith by the HQ KFOR Pristina, Kosovo with fifteen (15) days' notice, without additional charges assessed to HQ KFOR Pristina, Kosovo. HQ KFOR will pay only the applicable demobilization costs with no further / additional termination costs.

## **7. TECHNICAL SPECIFICATIONS/STATEMENT OF WORK (SOW)**

- 7.1. Part II, contains GENERAL CONTRACTUAL PROVISIONS for this contract and taken into account in connection with the clarifying remarks below:
  - 7.1.1. The Statement of Work to be performed under the contract is contained in the Part III Section B of this RFQ package. The SOW provides general information about the service to be carried out, specifies the main Contractor's tasks and timelines, and establishes the minimum qualifications for Contractor's personnel.
  - 7.1.2. HQ KFOR reserves the right to modify performance standards during the term of the contract in order to ensure that requisite outcomes are being assessed and that the performance standards are appropriate. Any changes will be accomplished through a bilateral agreement upon modification. The Contractor shall be responsible for the execution of all terms of the present contract and may not delegate rights or transfer obligations without the prior permission of HQ KFOR.
  - 7.1.3. The Contractor shall conform to all safety rules and requirements in effect at the HQ KFOR sites or as applicable at other operating locations and shall take such additional precautions as may be prescribed on such premises for safety and accident prevention purposes. This includes compliance with all traffic rules, base access formalities, and any other administrative requirements and formalities as may be or may come into effect at such bases.

## **8. LIABILITY AND INSURANCE**

- 8.1. The Contractor is liable for any damage, especially personal and material ones, caused to KFOR's facilities and staff members as well as any damage, especially material or personal ones, caused to a third party, in the course of its operations. In this regard, the Contractor shall contract and maintain a sufficient liability insurance policy to cover any damage caused to the Headquarters, its sub-commands or third parties in the performance of this contract. A copy of the insurance policy shall be submitted to the Contracting Officer, upon his request, for approval prior to the award of the contract. NATO/KFOR declines all responsibility concerning theft, disappearance or damage which could happen to machines, equipment, or materials utilized in the execution of this contract and stored on KFOR premises.

## **9. LIMITATION OF LIABILITY**

- 9.1. Under no circumstances shall HQ KFOR be liable for any payment, claim, and/or any legal action(s) whether filed by the Contractor or by Third Parties in relation to the obligations of the Contractor of the reference contract. (This does not apply to invoices properly submitted by the Contractor for services carried out under the contract). This understanding shall not be affected by any oral or written understanding or representation by anyone made prior to the establishment of this contract or subsequently to its effective date.

## **10. CONTRACT MANAGEMENT**

- 10.1. The Contractor shall manage the total work effort to include, but not limited to managing, planning, scheduling, accounting, report preparation, establishing and maintaining records, and quality control.
- 10.2. Non-Transferability: The Contractor shall not assign, transfer, pledge, or make other dispositions of this contract or any part thereof or of any rights, claims or obligations hereunder without the prior written consent of the HQ KFOR.
- 10.3. Modifications: Any modifications to this contract shall not be binding unless agreed by the Contractor in writing and issued in writing by a NATO Contracting Officer.
- 10.4. Miscellaneous: The entire agreement between the Contracting parties is contained in this contract and is not affected by any oral understanding or representation whether made previous to or subsequent to this contract. The Contractor is considered to have fully read all terms, clauses, specifications and detailed General and any Special conditions stipulated in this order. The Contractor unreservedly accepts all terms thereof.

#### **11. CONTRACTING OFFICER TECHNICAL REPRESENTATIVE (COTR)**

- 11.1. For Contracting Officer's direct official control and coordination of the requirements, upon award of the contract, the Contracting Officer will designate, in writing the staff element who has the authority to coordinate start-up of the contract, monitor, and ensure Contractor's performance is in accordance with the SOW.

#### **12. LANGUAGE**

- 12.1. The Contractor must be able to conduct all business and correspondence with HQ KFOR in English language. All contractual documentation must be in English.

#### **13. PUBLICITY & PUBLIC RELATIONS; USE OF NAME, EMBLEM, OR OFFICIAL SEAL OF HQ KFOR**

- 13.1. The Offeror shall not make any press release, including but not limited to, photographs and films or public statements concerning the quote and the Contract (when in place) without the prior written approval of NATO/KFOR Contracting Officer
- 13.2. The Contractor shall not advertise or otherwise make public the fact that it is a Contractor with the HQ KFOR without the prior written approval of NATO/KFOR CO. The Contractor shall, not use the name, emblem of official seal of HQ KFOR, or any abbreviation of the name HQ KFOR, in connection with its business or otherwise.

#### **14. CONFIDENTIAL INFORMATION**

- 14.1. Neither the Contractor nor its employees, agents, or sub-Contractors shall disclose to any person or organization, in any manner or form, during the contract period or after its expiration, any privileged or confidential information of HQ KFOR.

#### **15. PERSONS INDICTED FOR WAR CRIMES (PIFWC)**

- 15.1. The Contractor, being made aware of KFOR'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/her 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, the CO may terminate the contract for cause without any recourse by the Contractor for payment of goods delivered or services provided, for which KFOR retains title. Alternatively, the Contracting Officer may

impose lesser sanctions than termination if the CO deems, in his sole discretion, that a lesser sanction is appropriate.

## 16. ANTI-SMUGGLING

16.1. In the event that the Contractor or any of the Contractor's employees are found smuggling goods in the performance of this contract, the following actions shall take place without any recourse by the Contractor:

- 16.1.1. The smuggled goods will be confiscated;
- 16.1.2. The employee smuggling shall be barred from doing any further business under NATO contracts;
- 16.1.3. Based on the circumstances involving the smuggling incident, the Contracting Officer may direct the following actions be taken:
  - 16.1.3.1. Terminate the contract using the "Termination for Default" Clause within this contract; and/or;
  - 16.1.3.2. Bar the Contractor from doing any further business with NATO.

## 17. INDEMNIFICATION OF KFOR

17.1. The Contractor shall indemnify and hold KFOR 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 KFOR furnished property, including facilities and utilities.

## 18. ASSIGNMENT OF CLAIM

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

## 19. CONTRACT ADMINISTRATION AND COMMUNICATION

19.1. Any discussion/negotiation between Contractor and KFOR representative(s), appointed by the CO shall be recorded in Minutes, which shall be signed by authorized representatives of both the Contractor and HQ KFOR. All Minutes are considered to be a summary record of discussions and specific actions to be undertaken by the Contractor and the KFOR representative(s) as a result of meetings. If the contents of these Minutes fall within the scope of the contract or specifications, HQ KFOR Contracting Officer shall decide if a contract amendment action is needed.

19.2. 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, the Contractor understands that only the Contracting officer can make binding changes or give binding instructions in writing.

19.3. This contract shall be administrated by, HQ KFOR FILM CITY PRISTINA. All correspondence pertaining to work and administrative matters will be sent to the following address:

HQ KFOR Main Film City, Pristina, Kosovo  
 J8 - Contracting  
 Phone: (Tel. +383 (0) 38 503 603 2834 (or from Kosovo 038 503 603 2834)

## 20. ASSIGNMENT OF CONTRACT

20.1. The HQ KFOR reserves the right to assign in part or in full to any successor organization, country, or group of countries, all or any of its rights, obligations, title and interest in and to this contract, and the Contractor agrees to perform under any such assignments.

**21. BANKRUPTCY**

- 21.1. Should the Contractor be judged bankrupt, or should the Contractor make a general assignment for the benefit of its creditors, or should a Receiver be appointed on account of the Contractor's insolvency, HQ KFOR Pristina, Kosovo may, without prejudice or discharge of other rights or remedies it may have under the terms of those conditions, terminate forthwith this contract.

**22. DOCUMENTATION**

- 22.1. Any document, which is required to be submitted for KFOR review and approval, will be categorized by KFOR as follows:
- 22.1.1. Approved;
  - 22.1.2. Conditionally approved subject to the incorporation by the Contractor of KFOR comments, and/or;
  - 22.1.3. Not Approved for the reasons stated by KFOR
- 22.2. No contractual relief shall be granted for documents not approved.

**23. KFOR FURNISHED PROPERTY**

RESERVED

**24. STORAGE**

- 24.1. The storage of the Contractor's tools, equipment and material shall be the Contractor's responsibility and shall be confined to a designated area. The Contractor remains solely responsible for the security of the Contractor's stored equipment and supplies. NATO assumes no liability and/or responsibility for the damage and/or loss of the Contractor's equipment.

**25. SUPPLEMENTARY INFORMATION TO GENERAL PROVISIONS**

- 25.1. Part II contains GENERAL CONTRACTUAL PROVISIONS for this contract and includes the clarifying remarks below:
- 25.1.1. Definitions:
    - 25.1.1.1. "Purchaser" is the legal entity awarding the contract (i.e. NATO).
    - 25.1.1.2. "Receiving State" is the State to which the Contractor pays taxes or State in which services are provided.
    - 25.1.1.3. The Contractor shall be responsible for the execution of all terms of the present contract and may not delegate rights or transfer obligations without the prior permission of HQ KFOR.
    - 25.1.1.4. "Specifications" is to be understood as "Statement of Work (SOW)".
- 25.2. Advance payments -NO advance payments shall be authorized.
- 25.3. Progress payments - The HQ KFOR Contracting Officer may authorize progress payments upon specified milestones on a case-by-case (by project) basis and in total of two and not to exceed sixty (60) percent of the total project cost on the condition that the contractor's work progress warrant such a move.

25.4. Performance Bond - The Contractor shall deposit to the Contracting Officer, prior to the signing of the contract, a Performance Bond up to ten (10) % of the amount of the signed contract for the base/option year. The contractor is obligated to renew it for every option year/period of the contract, if applicable. The Performance Bond shall be a bank Guarantee in the form of an irrevocable letter of credit, or such other financial instrument issued by a banking institution governed by Host Nation legislation and acceptable to the Contracting Officer. Limited or automatically terminated bank guarantees are not acceptable. After the project is accepted the Performance Bond will be decreased to five (5) % to cover the project's warranty period. After the warranty period the bond will be released to the company.

25.4.1. The validity of the Bank Guarantee must be until the date of Final Acceptance, at which time this collateral will be released.

## 26. PENALTIES

26.1. KFOR HQ shall not be billed for the period of time that services were not provided and will not be received. In case services/goods are not received, HQ KFOR reserves the right to apply penalties for liquidated damages in accordance with Part II, General Provisions, paragraph 60-70.603, "Liquidated Damages", accruing from the non-delivery of contracted services/goods and terminate the contract for default in accordance with Part II, General Provisions, paragraph 60-70.605 "Termination for Default".

## 27. CONSIDERATION

27.1. In case KFOR HQ's requires an extension of the scope of services to be furnished under this Contract, the Contractor will price the additional services required based on the price arrangements explained in Part I Section B and submit a price offer at his earliest convenience. In the price offer the Contractor will provide sufficient details (such as supplier invoices) to allow the CO to determine the fairness and reasonableness of the price(s) offered.

## 28. AUDIT

RESERVED

# **NORTH ATLANTIC TREATY ORGANIZATION**

**HEADQUARTERS KOSOVO FORCE  
(KFOR) FILM CITY, KOSOVO**

## **“IMPROVEMENT OF GROUND AND LEVELLING AT APOD PRISTINA”**

**PART III, SECTION B**

**STATEMENT OF WORK (SOW)  
/TECHNICAL SPECIFICATIONS (TS)**

**Section A.1 – GENERAL REQUIREMENTS****1.0 GENERAL REQUIREMENTS**

**1.0.1 Introduction.** The purpose of this project is to level surround ground of APOD on air and land side, clean ground drainage and improve grass cutting which is essential for animal control and safety of the flights.

**1.0.2 Contractor shall provide all engineering services including planned works, labour, materials, equipment, oversight, surveys, subcontractors and quality Control to complete all the phases of the project described in the following paragraphs of the SOW. This includes both works specifically detailed, as well as works implied by regulations or common engineering practices in order to provide a complete and useable project. Works must be completed in accordance with all EU standards and regulations**

**1.0.3 Standards.** All work is to be conducted in accordance with the procedures and standards contained in "General Specifications", European Agency for Reconstruction (European Standards)

**1.0.4 Site Meeting.** A mandatory site visit will be conducted to demonstrate the exact requirement and location to potential Contractors. All interested companies shall be present on site visit with their appropriate representatives which must be capable of understanding the requirements of this project.

**1.0.5 Qualification.** Construction Companies to be employed on this project must be registered by the appropriate national governmental authorities. Construction Companies must be experienced and registered to carry out the building/construction practices required to complete this project.

**1.0.6 Cost proposal.** All cost proposals will reflect design, material, labour, lease, permits and fees, transportation, construction, delivery, set-up and disposing costs, and company overhead and profit. Material cost will include supply and delivery.

**1.0.7 Warranty.** All works and material must be warranted against defects for a minimum of **one year** in respect of the quality of works. The contractor will be responsible for any repairs to any component failure, in addition to any associated building components.

**1.0.8 Timing – Works Completion.** Contract performance shall start not later than 10-15 calendar days after the contract is awarded. During this period the Contractor will complete all administrative process and take part on a kick off meeting with the COTR in which the official start of works date will be established. The works have to be completed within **30 calendar days** from official start of works date and contractor has to confirm work completion period. Exception shall be made for periods of enforced inactivity caused by unforeseen causes as determined by the Contracting Officer. Days required for suspensions, resumption and conclusion of work are hereby excluded. The Contracting Officer Technical Representative (COTR) will formally notify the contractor if any delays to the start date occur. Exact

timings for start and completion of work each day shall be co-ordinated with the COTR. The Contracting Officer (CO) and the COTR shall be formally notified of any delay to the start date. If the contractor is unable to complete the project within the allotted time frame, the contractor shall propose an alternative timeline. The Contractor shall provide KFOR a mobilization plan and timeline explaining preparation, start and completion.

**1.0.9 Hand-over.** A minimum of three days prior to the hand-over date a pre-hand over inspection to produce a snagging list shall be conducted by the Contractor and COTR. The list shall identify all outstanding jobs to be completed for the hand-over to the COTR.

**1.0.10 Coordination.** A weekly Contract Coordination meeting will be held on site between the contractor's representative and the COTR. At this meeting the contractor will coordinate any required road closures or access restrictions. The contractor shall make provisions for co-ordination of work to minimise operational disruptions. During any required road closures, one lane of traffic must remain open at all times. Any utility disruptions shall be for a maximum of 4 hours with prior coordination and approval.

**1.0.11 Materials and Equipment.** All materials, plant and tools for the works are to be supplied by the contractor. All materials shall be ISO and/or EC certified and shall be new in original packaging.

**1.0.12 Construction Practise:** The contractor is responsible for ensuring that all works are carried out in accordance with construction engineering regulations and good building practice.

**1.0.13 Health and Safety:** The contractor shall present Health and Safety plan for safety of the workers and property.

1.0.13.1 The contractor will be directly responsible for the health and safety of all employees during the construction, according to European Standards.

1.0.13.2 The contractor is to ensure that works on site are conducted in a safe manner, including ensuring that all personnel are provided with adequate safety equipment.

1.0.13.3 The COTR may at any time stop any unsafe practice of construction, delivery and supplying at the contractors loss.

1.0.13.4 Repeated safety violations may be grounds for cancellation of the contract with no compensation to the contractor.

**1.0.14 Additional Work and Modifications.** No additional works are allowed with this SOW unless approved in writing by the Contracting Officer (CO), J8. Any additional work accomplished by contractor without approval is at its own cost.

**1.0.15 Project diary.** The contractor shall be responsible to keep a project diary and submit a copy to the project officer on daily basis by next day.

**1.0.16** The contractor must strictly comply with all the specifications indicated in the Scope of Work (SOW) and Bill of Quantity (BOQ). If the contractor wishes to provide an alternative solution to the technical description defined in this SOW/BOQ or

notices an omission in the BOQ they will provided a costed option as part of their offer to cover the alternative solution or the omission. The decision to accept an alternative solution, as part of a costed option, lies wholly with the CO. However the contractor must provide a fully costed offer as per the SOW and BOQ in order for the bid to be considered valid.

## 1.1 GENERAL

**1.1.1 Disposal of Waste.** The work indicated in these specifications will be executed in full autonomy by the firm who is therefore considered the legal owner of any eventual waste produced and is legally and financially responsible for the correct disposal of same. The Contractor shall remove all construction debris and materials generated in the performance of this SOW to a registered landfill site at contractor's cost. The Contractor shall confirm that waste disposal will be carried out as per local and EU legislations.

**1.1.2 Progress Status Statement.** The prices indicated in the offer shall include all costs associated with this contract (as labour, administration and profit). Progress status statements (for payments) may be granted subject to the approval of the CO. These shall not exceed 2 (two).

**1.1.3 Damaged Parts.** The Company shall be responsible for restoring and/or relocating systems and equipment to their original condition/location.

**1.1.4 Safeguarding.** The Contractor shall be responsible for safeguarding existing systems, such as electrical and telephone lines, water pipes, sewage systems, structures, internal and external finishing such as walls, doors and windows, furnishings such as permanent and mobile items of any nature and type. In accepting this contract, the Contractor agrees to reimburse the headquarters for any expenses it may have to sustain to repair any damages caused to these systems by the Contractor. The Contractor shall inform the COTR as promptly as possible of the removal, relocation and replacement of any existing parts or equipment.

**1.1.5 Authority to Request Changes.** The only agency authorized to make changes to this contract specification or to the contract Statement of Work shall be the CO, J8. No other party is authorized to make changes to the contract or Statement of Work.

## 1.2 SPECIFIC TECHNICAL / PERSONNEL / EQUIPMENT REQUIREMENTS

**1.2.1 Key Personnel:** Technical Director/Site Engineer. As a minimum; the contractor shall propose a technical director/site engineer who will be responsible for permanent supervision of the works and has full technical authority and responsibility for all execution phases, including the supervision of the labour and will be responsible, under civil or criminal stand-point, for all activities performed in the construction site. The contractor shall send the CV including the qualification (certificate) for proposed engineer.

**1.2.2 Workforce:** The contractor shall submit a list of the works force, which would consists of names and description of the trades/qualifications.

**1.2.3 Business Registration:** A valid business registration certificate shall be presented showing that the contractor is registered at the respective authorities to perform the respective trades required.

**1.2.4 Strategy of Works:** As part of their offer their contractor will provide a clearly labelled and tailored 'Strategy of Work' or 'Working Method Statement' which will logically and in-detail describe how the contractor proposes to execute the contract including any proposed phases. The Contractor should not just copy paste the SOW and the BOQ.

**1.2.5 Dynamic Plan:** As part of their offer the contractor will provide a dynamic plan which will clearly define and schedule the functional phases of the project. Project milestones will be clearly identified in the plan. The plan will be presented in calendar days and will be designed so as to meet the time allowed for the project (in calendar days) as identified in paragraphs 1.0.8 of this SOW.

**1.2.6 Materials Description:** The Contractor shall submit a specification of proposed material, description origin-suppliers'-producers name of the proposed material. In addition the contractor must certify that all materials and equipment provided for or used on the project will meet Conformité Européene (CE), European Norm (EN), Deutsches Institut für Normung (DIN), British Standard (BS) or another NATO or European Union Member State specification standard.

Where the contractor proposes to provide benchmarked (as defined in paragraph 2.2.4 below) material or equipment other than the material or equipment specified in this SOW or BOQ the contractor must as part of their offer provide a datasheet or product brochure which clearly identifies that the alternative meets or exceeds the quality and technical specifications of the brand names indicated.

**1.2.7 Contract Experience:** As part of their offer the contractor must provide examples of contract experience of similar work, scope, size and financial magnitude completed within the last five (5) years.

**1.2.8 Environmental Plan:** The contractor should exercise due diligence and follow generally accepted environmental principles/practices that will ensure minimal impact or damage to the local environment. The contractor shall submit an environmental plan for this project and verify compliance with all relevant local and EU legislation in this regard. All construction debris and materials generated in the performance of this SOW shall be disposed to a registered landfill site.

**1.2.9 Equipment:** As part of their offer the contractor must provide a list of vehicles, plant and machinery which the contractor plans to use on this project. Some of the equipment are:

- Excavation machines
- Ground levelling machines
- 12T road roller
- Concrete/asphalt cutter
- Air compressor
- Road sweeper
- Other machinery for ground works

### **1.3 CONTRACTOR'S WORK RELATED RESPONSIBILITIES**

**1.3.1** The Contractor shall carry out the requested activities in full compliance with the procedure foreseen by the field in force rules. The Contractor shall provide labour, material, equipment, specific tools vehicles and any other items that might be required for the disposal of the material. The Contractor shall comply with all relevant local and EU legislation related to matters such as but not limited to environmental issues regarding waste disposal, employment, social security, safety, fiscal, and personnel administration.

1.3.2 The contractor upon contract award and within 10-15 calendar days shall submit a collective list of employees to the COTR. It must include First Name, Surname, date of birth, National ID card number with copies of National ID cards (both sides). For vehicles entering the KFOR installation it is needed to submit scanned vehicle registration document and drivers details (Name, Date of birth and National driving licence number with copies of national driving licence. It has to be written in Roman characters, signed and released by the Company's Manager. Contractor will be requested to provide to KFOR HQ Security Officer the individual "Police Certificate" or any other certificate in order to have access in the camp for more than one day. All document requirement need to be done within 15 calendar days from the date this request is made by the COTR.

1.3.3 In all cases the contractor is responsible to verify all the measurements and sizes mentioned in the scope of work and drawings.

1.3.4 During the works execution the COTR can request tests to ensure the compliance of material and/or the executed works. The Contractor shall be responsible for all related costs which have been considered in formulating the price proposal.

The tests/attests shall be carried out by a certified Engineer or Institute that is not been involved in the design, execution and supervision of the work. Upon completion of works, the Contractor shall provide to COTR the following:

- (a) Complete technical documentation of the works performed, in triplicate;
- (b) An Operations, Maintenance and Safety File/Folder which will include a technical report on the project. The report clearly will identify all risks, hazards and mitigation measures in place on the delivered project and all operator and maintenance manuals for the installed systems. Where possible this will be provided in digital and hard copy.

## 1.4 LANGUAGE REQUIREMENTS

1.4.1 All communication (verbal or written) between contractor and KFOR shall be in English. All documents as required shall be provided in English. If supervisor does not speak English, Contractor shall have an English speaking interpreter on construction site at all times work is underway.

## SECTION A.2 – DESCRIPTION OF SERVICES

### 2.0 CONTRACT OVERVIEW

2.0.1 The project requirement is to level surround ground of APOD on air and land side, clean ground drainage and improve grass cutting which is essential for animal control and safety of the flights and provide a safe working environment for KFOR APOD staff, mainly flight operation crew and their equipment that meets NATO's minimum military requirements (MMRs).

2.0.2 All works shall be planned and coordinated with the COTR nominated by the CO.

### 2.1 PROJECT DESIGN

2.1.1 No need for project design.

## 2.2 DESCRIPTION OF WORKS

2.2.1. **Mobilization on site and clearing:** Before works commence the contractor will complete all site preparation and will have all materials on-hand. It also includes the moving and/or protection of any utilities or services; water, sewage, electricity, cabling and any other not specified infrastructure. At the completion of work, any area disturbed by the contractor's activities will be restored to its previous conditions, according to the modifications requested by the design and to the COTR instructions.

2.2.2. **Protection of Utilities.** Any excavation by the contractor shall be conducted with the utmost care to avoid damage to underground utilities. Prior to commencing excavation the contractor shall coordinate with COTR to identify location of known underground utilities. In the event an identified utility is damaged during excavation, contractor must immediately repair the utility at their own expense.

2.2.3. **Explosive Remnants of War (ERW).** ERW may be found on any of the construction sites, in the form of mines, unexploded ordnance, or caches of munitions. Contractor is responsible for early coordination with COTR to determine known and suspected locations of ERW. Upon discovery of any ERW, contractor personnel shall immediately stop work in the vicinity and notify the KFOR, KSF or KPC personnel.

2.2.4. **Bench Marking:** Where 'brand names' or 'Standards' for materials or services are mentioned, these are intended to represent 'bench marks' to be used as 'reference points' regarding minimum industrial standards, quality, warranties, and technical specifications. As such, the contractor may use other manufacturers or standards for materials, provided they **meet or exceed** the quality and technical specifications of the brand names indicated. However, in the contractor's bid proposal, when a manufacturer or standard other than the brand name indicated is proposed, the Contractor **will** confirm that the manufacturer of the material chosen by the contractor **meets or exceeds** the quality and technical specifications of the brand name indicated and technical specifications or data sheets **must** be provided (see paragraph 1.2.6 above).

## 2.3. WORK PHASES

In order to execute this project the following types of work phases are provided:

### NATO HANGAR AREA - NORTH

- 2.3.1 Supply necessary machinery in order to excavate the ground as per Annex A, in the length of 80m, in the depth of 1.6m, 1m wide. **NOTE:** all works done on the air side of the APOD, will be coordinated with APOD staff and works will be done around the flight schedule. No materials or tools shall be left on the air side when works are not performed. **On daily basis, all dirt and debris left on the road from the machinery and trucks will be cleaned by the contractor.**
- 2.3.2 Supply and lay gravel up to fraction of 60mm in the excavated ditch in a layer of 10cm and compact it.
- 2.3.3 Supply and lay sand in the excavate ditch in a layer of 15cm.
- 2.3.4 Supply and install PVC pipe Ø150 as extension of existing sewage line with all necessary connection and incline from the original manhole for 1%.
- 2.3.5 Cover new sewage line with 30cm of soil.

- 2.3.6 Supply and install 1" PVC pipe and connect it to original pipe line with all necessary connectors and shut off valves.
- 2.3.7 Supply and install pre-fabricated concrete manholes on every 26m (3 manholes for sewage) in the level with ground surface, with manhole cover bearing min 40t weight.
- 2.3.8 Supply and install pre-fabricated concrete manholes on every 40m (2 manholes for water line) in the level with ground surface, with manhole cover bearing min 40t weight.
- 2.3.9 Re-fee excavate trench and level the ground.
- 2.3.10 Supply concrete CC30 and repair all excavate concrete surfaces.
- 2.3.11 Excavate the ground as per Annex C for the road extension in the depth of 20cm and 5m wide. **NOTE:** excavated ground will be evenly distributed on the air side land and levelled as per par 2.3.19.
- 2.3.12 Supply and lay crushed gravel (fraction 30-60mm) in a layers of 20cm (2 layers in total) and compact it with road roller between each layer.
- 2.3.13 Supply necessary machinery in order to clean and shape existing ground drainage channels as per Annex D.
- NATO HANGAR AREA - EAST**
- 2.3.14 Supply concrete /asphalt cutter and cut the concrete/asphalt in the line as per Annex B length (190m) and 15cm wide. **NOTE:** during works, access to hangar has to be enabled all the time, therefore company is obliged to provide bridging devices a cross repairing area for helicopter access that can sustain full weight of helicopter (13 tons).
- 2.3.15 Supply and lay concrete CC 35 with 1cm distance between apron and new concrete.
- 2.3.16 Supply all necessary machinery in order to apply polyurethane self-levelling high performance booster accelerated sealant, SIKAFLEX-406KC, approved by the Pristina International Airport in the 1cm gap between apron and new concrete. This mass will be used to repairs small sections of the sealant on the LIMA apron as well. **NOTE:** prior applying this sealing material, the surface has to be cleaned as much as possible.
- 2.3.17 Clean the area of work.
- AIR SIDE / LAND SIDE**
- 2.3.18 Supply all necessary machinery in order to level the ground on air and land side.
- 2.3.19 Supply all necessary machinery in order to remove all large rocks, concrete pieces and other trash from air and land side and dispose them outside APOD in adequate legal disposal site.
- 2.3.20 Completely remove green screen off the fence line separating airs side and land side (around PRC).
- 2.3.21 Supply all necessary materials in order to repair fence line sections and replace necessary pieces via welding, clean the rust. **NOTE:** no larger pieces than 1m will be replaced as necessary with new square metal profile 4cmX6cm in a single or double layer depending on the size of damage.
- 2.3.22 Supply and paint whole fence line with base protective paint.
- 2.3.23 Supply water based paint suitable for metal surfaces, silver colour.
- 2.3.24 Supply and install chain link fence line, on top of the existing fence line, as per Annex B map, 2m high, galvanized 1.6mm thick wire with mesh opening not greater than 4cmX4cm, with artificial grass attached to fence line (PVC grass

thickness 100microne min, width 80mm min, UV reinforces, green colour).  
Installation has to be done with stainless steel wire 2mm thick.

2.3.25 Clean the area of work.

#### **2.4. EXECUTIVE PROGRAM**

The Contractor will be responsible for issuing the executive works plan that must be prepared in compliance with all technical requirements.

#### **2.5. INSPECTION UPON COMPLETION OF WORK.**

The inspection for final acceptance of the works shall performed by the COTR with the contractor's Technical Director/Site engineer as designated in the Bid Offer. The report must be signed by the parties and send to CO.

### **SECTION A.3 SECURITY REQUIREMENTS**

#### **3.1 VEHICLE INSURANCE**

Vehicle insurance shall be maintained on the comprehensive form of policy and shall provide bodily injury liability and property damage liability covering the operation of all vehicles used for performance of this contract in accordance with local or International insurance requirements.

#### **3.2 DRIVER'S LICENSE**

The Contractor shall ensure all employees driving on NATO sites have a valid driver's license and vehicle pass. NATO security police shall verify the validity of all drivers' licenses before issuing vehicle passes.

#### **3.3 COORDINATION**

For all access and security requirements, the Contractor shall provide the required data to the COTR to ensure personnel and equipment have access to the NATO sites when required under to fulfil contractual requirements.

The COTR will be informed immediately of any changes in Contractor personnel (to include full name, date of birth and National ID card number).

Annex A



Annex B



Annex C



Annex D



