

NATO UNCLASSIFIED

IFIB – ACO – KFOR – 25-02

# **NORTH ATLANTIC TREATY ORGANIZATION**

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

**IFIB – ACO – KFOR -25-02**

**PROCUREMENT OF ONE (1) LADDER FIRE TRUCK FOR  
THE KFOR HQ FIRE SERVICE, CAMP FILM CITY,  
PRISTINA, KOSOVO**

NATO UNCLASSIFIED

20 March 2025

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**PROCUREMENT OF ONE (1) LADDER FIRE TRUCK  
FOR THE KFOR HQ FIRE SERVICE, CAMP FILM CITY,  
PRISTINA, KOSOVO**

**PART I, SECTION A**

**BID  
INSTRUCTIONS**



**HEADQUARTERS KOSOVO FORCE**  
**FILM CITY, PRISTINA**  
 J8 Contracting Office  
 Tel. 00383 (0) 38 503 603 2806  
 Email: [gounatidisn@hq.kfor.nato.int](mailto:gounatidisn@hq.kfor.nato.int)



DATE: 20 March 2025

SUBJECT: **IFIB-ACO-KFOR-25-02: INVITATION FOR INTERNATIONAL BIDDING (IFIB) FOR THE PROCUREMENT OF ONE (1) LADDER FIRE TRUCK FOR THE KFOR HQ FIRE SERVICE**

Dear Madam or Sir,

Your company is hereby invited to participate in the International Competitive Bidding to supply and deliver one (1) ladder fire truck for the KFOR HQ fire service.

**Partial bidding per location is not authorized.**

The Bid Closing date for this IFIB shall be at on **Thursday 08 May 2025 at 11:00 hrs** (local time, Pristina, Kosovo). In accordance with the NATO Procurement rules, Bi-SC 60-70 Procurement Directive, the bid opening is not public.

Bidders may submit any questions or concerns regarding this IFIB in the form of a Request for Information (RFI) to HQ KFOR via email not later than 31 March 2025, 10:00hrs (**Local Time, Pristina, Kosovo**). Late RFIs will not be received by HQ KFOR.

**Carefully read the instructions as stated in the bidding documents. Failure to comply with them may cause your offer to be rejected.**

Enclosed are the following documents:

- a. Acknowledgement of Receipt;
- b. The Invitation for International Bid IFIB – KFOR – 25–02 containing:
  - Part I Section A: Bid Instructions;
  - Part I Section B: Price Bid Format;
  - Part II: General Provisions;
  - Part III Section A: Special Provisions;
  - Part III Section B: Technical Specifications.

Any questions related to the bidding procedure can be referred to Nikolaos Gounatidis (Tel: **00383 (0) 38 503 603 2806**) or E-mail [GOUNATIDISN@hq.kfor.nato.int](mailto:GOUNATIDISN@hq.kfor.nato.int)

Prospective Bidders are advised that HQ KFOR reserves the right to cancel this IFIB at any time in its entirety and bears no liability for the bid preparation costs incurred if cancellation occurs.

**You are requested to complete and return the ACKNOWLEDGEMENT OF RECEIPT (at annex A) within 05 days of receipt of this notice for International Bidding and not later than the 25 March 2025 at 11:00 hrs (Local Time, Pristina, Kosovo).**

**In case your firm later decides not to submit a bid upon review of the IFIB documents, you are kindly requested to advise us by letter or e-mail.**

**Further correspondence will be mailed only to those firms that have returned this receipt and have indicated therein their intention to participate in the bidding.**

Your participation on the bidding will be greatly appreciated

Sincerely,

“ORIGINAL SIGNED”

Nikolaos Gounatidis  
NATO CIV A-3 GRC  
Theatre Head of Contracting



## PART I, SECTION A

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

The purpose of this Invitation for International Bidding (IFIB) is to award a firm fixed-price (not to exceed amount) contract to supply and deliver one (1) Ladder Fire Truck turntable or with a hydraulic platform with attached ladder in one side, with articulated ladder top section to reach minimum 25m working height and with a rescue cage for rescue and firefighting operations in accordance with the specifications described in Part III, Section B Technical Specification / Statement of Works.

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

All bidders 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 IFIB. 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**

1. The term "Prospective Bidder" shall refer to the entity that has completed and returned the Enclosure of the transmittal letter of this IFIB, and has indicated thereon its intention, without commitment, to participate in the bidding.
2. The term "Bidder" shall refer to the bidding entity that has submitted a bid in response to this IFIB.
3. The term "Contractor" shall refer to the bidder to whom the contract is awarded.
4. The term "KFOR, Film City" shall refer to the Headquarters Kosovo Force, located at Film City, Pristina, Kosovo.
5. The term "KFOR, Camp Nothing Hill" shall refer to a KFOR HQ satellite camp located at Camp Nothing Hill, Leposavic, Kosovo.
6. The term "SOW/TS" shall refer to the Statement of Work/Technical Specifications.
7. The term "Contracting Officer's Technical Representative" (COTR) is the person designated in writing by the Contracting Officer to be his/her authorised representative charged with the overall technical supervision of the contract and with measuring/monitoring Bidder performance.
8. The term "NATO" shall refer to the North Atlantic Treaty Organisation;
9. The term "days" as used in this IFIB shall, unless otherwise stated, be interpreted as meaning calendar days.



10. The term "calendar weeks" as used in this IFIB shall, unless otherwise stated, be interpreted as meaning seven consecutive days from contract award

#### **60-70.903 ELIGIBILITY**

1. This Invitation for Bid is open to bids from governmental or commercial entities that originate and are chartered/incorporated within NATO-member Nations that provide the funding for the ACO/ACT HQs and/or specific requirement and that maintain a professionally active facility (office, factory, laboratory, etc.) within NATO-member Nations.

2. This invitation is not open to:

- a. Joint Venture and or any type of temporary grouping of companies;
- b. Consortium of firms/companies

3. At the time of bidding, Bidders must be legally authorized to operate these kinds of services in any of the above mentioned countries and comply with the following minimum requirement:

a. Having satisfactorily performed at least one (1) contract within the last five (5) years substantially similar in scope and magnitude to the requirement described in this solicitation,

b. Having a valid Data Universal Numbering System (DUNS) number. Only bidders that hold a current and valid (DUNS) number and that the related Dun & Bradstreet (D&B) report or equivalent document does not highlight significant risk of business failure will be considered eligible for contract award. In the event that the Bidder is not registered with Dun& Bradstreet, HQ KFOR shall invite it to provide evidence of its financial strength either by reference to another international recognized rating system or by the production of financial documents (e.g. annual balance sheets). If HQ KFOR considers these documents insufficient, it may request additional information.

c. The Contractor must independently perform requirements (core works) as stated in Part III, Section B. In the event subcontractors are required for non-core work these subcontractors must be listed in Enclosure 2. Should a subcontractor not identified in Enclosure 2 at contract award be required during the performance of the contract, the Contractor will submit a request to the Contracting Officer for approval of the proposed subcontractor prior to any works performed required of the proposed new subcontractor.

#### **60-70.904 AMENDMENT OR CANCELLATION OF IFIB**

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

2. NATO reserves the right to cancel, at any time, this IFIB 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 bidder for the recovery of any costs incurred in connection with preparing or submitting a bid in response hereto. All effort initiated or undertaken by the bidder shall be done considering and accepting this fact. If this IFIB is cancelled prior to the bid opening, the bids already received will be returned un-opened to the senders upon their request at Bidder's expense.

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

Any bidder may request directly to the Contracting Officer (CO) an extension of the bid closing date. However, the request must reach the CO, in writing (facsimile or email is acceptable), not later than fourteen (14) calendar days prior to the bid closing date and must include a *strong* justification for the request. The CO may, at his/her own discretion, grant an extension of the bid closing date.

**60-70.906 COMPLIANCE STATEMENT**

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

2. The bidder shall include in its bid the compliance statements (Enclosures 3 and 4 to this section). The bidder shall list, when applicable, all deviations from the provisions of the intended contract. In addition to the compliance sheets the bidders must clearly describe what is being offered and how the requirements are met.

3. **Failure to submit a completed compliance statement may result in disqualification of the bid.**

4. 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**

1. The contract awarded through this IFIB will be effective from the date of last signature by the Parties and it will be in force until acceptance of product by the Technical Representative or Contracting Officer. The expected time of contract award is by 30 June 2025.

2. The total time allotted to fully complete the delivery order is by 31<sup>st</sup> December 2026 (approximately 18 months).

3. Any extensions of the completion time shall be requested by the Contractor to the Contracting Officer, in writing, no later than thirty (30) calendar days before the expiration date of the Contract or subsequent extensions (if any) and shall be granted at the discretion of the Contracting Officer.

**60-70.909 EXEMPTION FROM TAXES**

1. According to the NATO agreements (see IFIB 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, bidders will enclose the

list and the amounts of taxes, duties and similar charges which have been included in their bid, with a justification.

2. 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, bidders will enclose the list and amounts of taxes, duties, and similar charges that have been included in their bid. Bidders shall include justifications for all identified imposed charges. These should be shown separately.

#### **60-70.910 BID CONTENT**

**The bid shall be subdivided into two separate parts (2 envelopes – see below): the Price Bid and the Technical Bid.**

Each part shall be structured in detachable sections or files, wherein information is grouped per subject, so as to obtain separate elements for easy evaluation. (Please see and tick the checklist provided at Enclosure 1).

#### **1. The Price bid shall consist of the following minimum documents:**

- a. A table of contents for the entire proposal;
- b. Bidder's name, address, Point Of Contact, phone and fax numbers, e-mail address, Internet site and a valid Data Universal Numbering System (DUNS) number if available. In the event that the Bidder is not registered with Dun & Bradstreet, the Bidder may reference another international recognized rating system.
- c. The Price bid shall be submitted on the attached PRICE FORMAT (see Part I, Section B – Price Schedule). The basic breakdown on this format is not strictly limited and bidder may expand on these by adding such sub-items as deemed necessary. **The basic presentation must not change. Bidders must note that partial bidding is not authorized. Prices shall be quoted in Euros.** Submissions in other than Euro will be rejected. Bids received electronically shall not be accepted.
- d. A USB containing an electronic copy of all the documentation listed above in pdf and excel format. USB with price shall be labelled as such. This USB shall contain price submission only. In case of discrepancies between the hard copy and USB the hard copy shall prevail.

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

#### **2. Technical Bid:** to include a table of contents of the technical bid, as per Enclosure 1, with the following information:

- a. Appropriate technical information in accordance with Part III, Section B Statement of Work/Technical Specification, such as:
  - i. Bidders Experience (managerial, resources, etc) in the supply of similar services/supplies/equipment.

- ii. Organizational plan illustrating the number and organization of the personnel, workforce composition.
  - iii. Key personnel. A list which identifies the personnel proposed for the key positions associated with the execution of the contract. This information shall include the individual(s) name(s), nationality, the qualifications associated with the relevant positions/jobs description, relevant work experience (types of similar work), intended positions of the proposed personnel.
  - iv. An Execution Plan to include illustrated methods to be used in performing the different services. The plan should include, methodology for the provision of the requested services and management of this process in line with applicable EU and ISO's Standards, production and delivery dynamic plan, quality assurance plan for works execution, confirmation of warranties (as applicable), operating manuals, technical specifications of the proposed vehicle(s), factory authorized service and repair facilities authorized to handle warranty claims and perform routine and emergency service, maintenance plan for both the truck and the superstructure, spare part support information for the proposed vehicle, a plan for the material acquisition/supply for the execution of the project and other technical information as appropriate for a technical evaluation to determine whether bidders proposed terms and conditions comply with all the requirements of the IFIB.
- b. The Certificate of Origin & Availability of Services – Enclosure 2 (If applicable)
  - c. The Compliance Statement – Contractual Provisions (Enclosure 3)
  - d. The Compliance Statement – Statement of Work (SOW) and/or Technical Specifications (Enclosure 4).
  - e. 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/Technical Specifications).
  - f. Certification as factory authorized seller and service provider dated not more than six (6) months.
  - g. References of Current Contracts (Enclosure 5). The indication of at least one (1) contract during the past five (5) years the Bidders have satisfactorily performed, substantially similar in scope and magnitude to the requirement described in this solicitation as per Part III, Section B Statement of Work/Technical Specifications.

NOTE: Always use external references other than HQ KFOR when available.

- h. For each one of the contract(s) identified in Enclosure 5, you are requested to ask your previous customer(s) to complete the "past performance questionnaire" (Enclosure 6 ) and return it directly to HQ KFOR or you can include the past performance questionnaire, signed and stamped by your previous customer(s), with your bid. A minimum of one (1) completed past performance questionnaire(s) must be received NO LATER THAN the bid closing date, referencing this IFIB. Headquarters KFOR J8 reserves the right to verify the validity of the information provided in the past performance questionnaires. It is the exclusive responsibility of the Bidders to ensure that their previous



customer(s) fulfil this obligation. A detail description of the services provided should be included in the Enclosure 6.

- i. Entry in the professional register if required by the legislation or practice of the state in which the company is registered;
- j. Pertinent Business license for the respective trades if required by the legislation or practice of the state in which the company is registered;
- k. Certificate from tax authorities to the effect that the bidder has met all of the bidder's tax obligations and of all pending tax disputes, payment and issues in accordance with the legal provisions of the country in which the bidder is registered. The certificate should not be older than three (3) months;
- l. Certificate from social security authorities or equivalent legal authority to the effect that the bidder is up to date with the payment of social security/pension contributions. The certificate should not be older than three (3) months;
- m. 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 or court executor and no procedures for bankruptcy or liquidation have been executed, dated not more than six (6) months;
- n. 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:
  - 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,
  - 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;
  - Statement concerning possible bankruptcy.
- o. A valid Data Universal Numbering System (DUNS) number and a copy of DUNS Report which doesn't highlight significant risk of business failure. In the event that the Bidder is not registered with Dun & Bradstreet, the Bidder may provide evidence of its financial strength either by reference to another international recognized rating system or by the production of financial documents (e.g. annual balance sheets) or equivalent certificate from a national Chamber of Commerce or equivalent national authority. If HQ KFOR considers these documents insufficient, it may request additional information;
- p. Bidder 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. Bidder 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 bidder has had no claims in excess of €250,000 or the U.S. Dollar equivalent filed against them, their subsidiary or parent company or has not been involved in litigation as previously described, the bidder shall attach a statement attesting as such.

- q. Statement of the bidder's bank that it is willing to immediately provide KFOR with the required performance bond/bank guarantee upon request in accordance with Part III, Section A "Special Provisions" paragraph 25.4.
- r. 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.
- s. A **USB** containing an electronic copy of all the documentation listed above under paragraph 2 (**NO PRICING SHOULD BE ON THIS USB**). This USB shall contain technical & administrative submission only. In case of discrepancies between the hard copies and USB the hard copies shall prevail.

**NOTE:**

- All pages including the information submitted under paragraph two (2) "Technical Bid" shall be numbered. A-3 pages may be used to present organizations charts or similar. However the main body should be A4.

- If requested documents under i. to n are not foreseen in the respective national system then this should be properly and clearly addressed. Every national system may have different documentation that may suffice the requested documentation. Appropriate evidence and explanation should be provided with your bid.

No price data shall be included in the technical bid. If price data is included in the technical bid, the bid may be considered not compliant.

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

NOTE: All documents/certifications in language other than English should be translated in English by an official authority (Notary or certified translator) or by the Bidder, self-certifying the accuracy of the translation. The bidders should include the official Host Nation documents in the language of the Host Nation along with HQ KFOR required translation.

**60-70.911 BID SUBMISSION**

1. The whole bid shall be written in English. **The NATO/KFOR Contracting Officer will not accept bids submitted in other languages. All documents/certifications should be translated in English by an official authority or by the Bidder, self-certifying the accuracy of the translation. The bidders should include the official Host Nation documents in the language of the Host Nation along with HQ KFOR required translation.**
2. Bids: The Sealed envelope with **the Price Bid** and the sealed envelope with **the Technical Bid** shall be submitted inside a single sealed envelope. The envelope will be marked "Sealed Bid to IFIB-KFOR - 25 – 02". The sealed envelope will be placed in another (exterior) envelope or box on which will be written the mailing address below.
3. Bids may be submitted by courier or hand-carried. Bids hand-carried to HQ KFOR, 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. 00383(0) 38 503 603 2806 and +383 (0) 38 70 2806). Bids received electronically **shall not be** accepted.

4. The proposals should be addressed as follows:

**ATTN: Nikolaos Gounatidis NATO CIV A-3  
North Atlantic Treaty Organization  
Headquarters Kosovo Force (HQ KFOR)  
J8 Head of Contracting Office  
Attn. Nikolaos Gounatidis  
Film City, Pristina**

#### **60-70.912 LATE BIDS**

1. The bidder must make every effort to ensure that its bid reaches HQ KFOR before or on the exact date and time set for the bid closing. Any bid received after this time is considered a late bid. Late bids shall be considered only before the contract has been awarded and on condition that their failure to arrive on time is solely the result of:

a. A delay in the government channels, i.e., governmental courier service or mail for which the bidder was not responsible. However, the bid should have been sent not later than ten (10) calendar days before the bid closing by Registered Mail or by Certified Mail, for which an official Post Office date stamp or the receipt for certification has been obtained. Note: commercial courier or parcel-delivery companies are not considered to be government channels.

b. Mishandling by NATO personnel upon or after receipt.

2. Other late bids cannot be considered for award. These bids will be treated as non-responsive and will be returned un-opened to the bidder, at the bidder's expense.

#### **60-70.913 BID WITHDRAWAL**

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

#### **60-70.914 BID CLOSING DATE**

Bids must be received at the address stated in 60-70.911 not later than 08 May 2025, **11:00 hour's local time, Pristina, Kosovo**, as indicated on the transmittal letter of this IFIB, or the authorized extension thereof. At that time and date bidding will be closed.

#### **60-70.915 BID VALIDITY**

Bids submitted shall remain valid for a period of one hundred and twenty (120) calendar days counted from the bid closing date. NATO reserves the right to request an extension of validity if a decision cannot be made within this time. Bidder will be entitled to either grant or deny this extension of validity; NATO will automatically consider a denial as a withdrawal of the bid.

**60-70.916 BID EVALUATION**

1. The evaluation of Bids 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 bidders. NATO is not responsible for seeking any information that is not easily identified and available in the bid package.
2. The evaluation of the bids received in response to this IFIB shall be made by the KFOR Contract Award Committee solely on the basis of the requirement stated in this IFIB.
3. KFOR HQ will evaluate the bids for technical compliance in accordance with the evaluation criteria listed in Part III, Section B "Statement of Work/Technical Specifications".
4. KFOR Contract Award Committee may waive informalities and/or minor irregularities in bids received at its sole discretion.
5. As part of the evaluation process, KFOR reserves the right to verify any of the information provided by the bidder in its bid (for example –list is not all inclusive: the responsibility, responsiveness, experience and expertise of the prospective bidder), i.e. by conducting interviews, financial reports, verification of past performance records, etc. KFOR will not bear any cost bidders 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 bidder's proposed personnel.
6. KFOR reserves the right, in addition to the past performance data obtained from the bidder, to independently review bidders' past performance based on contracts similar in nature in support of NATO or other Allies. For the technical compliance evaluation of potential bidders, NATO reserves the right to independently assess bidders past performance for services performed for NATO.
7. KFOR reserves the right to disqualify from the bidding process any Company bidding 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 Bidder for payment of goods delivered or services provided, for which KFOR retains title.
8. After the bid submission KFOR reserves the right to conduct a pre-award survey of the bidder(s) technical and/or financial capacity (to include visit to the bidder's working facilities/installations). The pre-award survey may also include contacting National/International authorities. Bidders found responsible to have provided false documentation or information will be debarred and, therefore, precluded from doing business with KFOR.
9. **The bid will be evaluated taking into consideration the following factors.**
  - a. Selection criteria: assessment of financial, technical and administrative documents;
  - b. Award criteria: to determine the lowest price technically compliant tender, the assessment will be based on the following criteria:
    - i. Total cost of the bid (lowest price technical compliant tender);

- ii. Technical compliancy with bidding, contractual and technical provisions / specifications / required performance criteria.
- iii. Capability of the bidder to perform and complete the work;
- iv. Experience in similar work;
- v. Timeliness of delivery offered;
- vi. Verify compliance with required Performance/service.

Bids that DO NOT COMPLY to the above criteria may be declared non-compliant and may not be further evaluated by HQ KFOR.

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

(1) Price will be the primary important factor in assessing "Lowest price Technically Compliant Bidder". However, it will not be the overriding factor. Bids that vary substantially from the majority of the bids may be discarded as not fair and reasonable. Proposed rates must be fair and reasonable and in line with market trends. Any price bid determined to be low in relation to average and /or historical market prices of same or like services as solicited under the provisions of this solicitation may require Bidders be called upon to justify that their proposed pricing is fair and reasonable. Failure to provide reasonable justifications may result in the elimination of the bid from further competition.

(2) Management/Technical Abilities: Bids will be evaluated for technical compliance in accordance with the evaluation criteria listed in Part III, Section B "Statement of Work/Technical Specifications":

- a. Does the bidder understand the requirements and is the bidder able to provide support for all of the services required and is this understanding clearly shown on the bid?
- b. Has the bidder submitted the appropriate technical information in accordance with Part III, Section B Statement of Work/Technical Specifications so that HQ KFOR can determine whether Bidder's proposed works, services, terms and conditions comply with all the requirements of this solicitation?
- c. Has the bidder demonstrate that has sufficient experience (managerial, technical, resources, etc.) in the execution of similar works in scope and magnitude, to include satisfactory past performance/experience information within the past five (5) years?
- d. Has the bidder submitted an Organizational plan illustrating the number and organization of the personnel, workforce composition?
- e. Has the bidder submitted a list which identifies the personnel proposed for the key positions associated with the execution of the services to be provided with the applicable information and documentary evidence? This information shall include the individual(s) name(s), nationality, the qualifications associated with the relevant positions/jobs description, relevant work experience (types of similar work), intended

positions of the proposed personnel.

A list which identifies the personnel proposed for the key positions associated with the execution of the contract. This information shall include the individual(s) name(s), nationality, the qualifications associated with the relevant positions/jobs description, relevant work experience (types of similar work), intended positions of the proposed personnel.

f. Has the bidder presented a consistent and feasible execution plan allowing HQ KFOR to determine whether the bidder can achieve the results and level of service requested? The plan should include, methodology for the provision of the requested services and management of this process in line with applicable EU and ISO's Standards, production and delivery dynamic plan, quality assurance plan for works execution, confirmation of warranties (as applicable), operating manuals, technical specifications of the proposed vehicle(s), factory authorized service and repair facilities authorized to handle warranty claims and perform routine and emergency service, maintenance plan for both the truck and the superstructure, spare part support information for the proposed vehicle, a plan for the material acquisition/supply for the execution of the project and other technical information as appropriate for a technical evaluation to determine whether bidders proposed terms and conditions comply with all the requirements of the IFIB.

g. Has the bidder illustrated the methods to be used in performing the required services?

h. Has the bid demonstrated that the bidder has sufficient managerial and technical, resources/qualifications necessary for the execution of the works?

i. Has the bidder enclosed and completed the Compliance Statements (Enclosures 3 & 4 ), as required/applicable?

j. Has the bidder indicated at least one (1) contract (Enclosure 5) that the Company has performed for previous customers within the last five (5) years substantially similar in scope and magnitude to the requirements described in this solicitation?

k. Has the bidder submitted at least one (1) Enclosure 6 (past performance questionnaire) for the project identified in Enclosure 5? – Has the bidder ensured the submission of Enclosure 6 (past performance questionnaire(s)) to the best of their ability?

l. Has the bidder submitted a list of any prospective Sub-contractors with the products, supplies and/or services the bidder 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/Technical Specifications) ?

m. Has the bidder submitted the Certificate of Origin & Availability - Enclosure 2 (If applicable)?

n. Has the bidder submitted a Pertinent Business license for the respective trades and/or Entry in the professional register of the state in which the company is registered?



- o. Has the bidder submitted a Certificate as factory authorized seller and service provider, dated not more than six (6) months?
- p. Has the bidder submitted the Certificate from social security authorities or equivalent legal authority to the effect that the bidder is up to date with the payment of social security contributions, dated not more than 3 months?
- q. Has the bidder submitted the Certificate from tax authorities to the effect that the bidder 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?
- r. Has the bidder 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?
- s. Has the bidder 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:
- 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,
  - 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;
  - Statement concerning possible bankruptcy
- t. Has the Bidder provided a Copy DUNS Report or equivalent documentation from another international recognized rating system or from a national Chamber of Commerce or equivalent national authority?
- u. Has the bidder 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 bidder disclosed any ongoing or past civil or criminal litigation that pertain to contracts of a similar nature and duration? In the event that the bidder has had no claims in excess of €250,000 or the U.S. Dollar equivalent filed against them, their subsidiary or parent company or has not been involved in litigation as previously described, has the bidder attached a statement attesting as such?
- v. Has the bidder submitted the Statement of the bidder's bank that it is willing to immediately provide KFOR with the required performance bond/bank guarantee upon request?
- w. Has the bidder submitted a **USB** containing an electronic copy of all the documentation listed above **(NO PRICING SHOULD BE ON THIS USB)?**

**60-70.917 AWARD**

1. NATO Contract Award Committee (CAC) will award the contract to the compliant bidder determined to have submitted the **lowest priced and technically compliant** bid. To be compliant, the bidder must meet all mandatory requirements of the IFIB. The evaluation for technical acceptance will be based on the bidder's technical bid. To be considered technically acceptable, the bidder must show a full understanding of the Statement of Work/Technical Specifications (Part III, Section B) and have the capability to perform accordingly.
2. Once the lowest priced and technically acceptable Bidder has been selected, the selected Bidder will 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 Bidder be unable to provide the "Performance Bond", the selected Bidder will be disqualified from this acquisition and the next lowest compliant Bidder will be awarded the contract, if able to provide the required "Performance Bond".
3. KFOR reserves the right to:
  - (a) Reject any or all bids, and to not proceed with any award as a result of this IFIB;
  - (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.

**60-70.918 CLARIFICATION OF BIDS**

During the entire bid evaluation process NATO reserves the right to discuss any bid with the bidders 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 IFIB between a prospective bidder or a bidder 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 IFIB. **There shall be no contact with other NATO personnel.** This is to maintain all bidders on equal and competitive footing.

**60-70.920 BIDDERS REQUEST FOR CLARIFICATION**

1. Prospective bidders should seek clarification as soon as possible. Any explanation desired by a bidder regarding the meaning or interpretation of this IFIB, clauses, specifications etc, must be requested in writing (letter, email or facsimile) from the Contracting Officer. **The Contracting Officer must receive such requests for clarification:**

Not later than 31 March 2025, 10:00 hrs (Kosovo time)

Late RFIs will not be received by HQ KFOR.



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

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

1. All correspondence will be forwarded to the KFOR Contracting Officer:

POC Name: Nikolaos Gounatidis

Telephone: 00383 (0)38 503 603 2806

Email address: [gounatidisn@hq.kfor.nato.int](mailto:gounatidisn@hq.kfor.nato.int)

2. All bids will be forwarded to the PCO:

ATTN: Nikolaos Gounatidis

Theatre Head of Contracting

HQ KFOR J8

Film City 10000 Pristina

Kosovo

#### **60-70.922 AMENDMENTS TO INVITATIONS FOR INTERNATIONAL BIDS**

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

2. Bidders 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 bid; and

c. By letter, telegram, fax or email.

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

#### **60-70.923 TYPE OF CONTRACT**

NATO contemplates award of a firm "Fixed Price" contract 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 BID GUARANTEE**

RESERVED

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

RESERVED

**60-70.929 SITE VISIT**

RESERVED

**60-70.930 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.

**60-70.931 DEBRIEFING**

Bidders are eligible to receive a debriefing on the Contract Award Committee's decision.

To obtain debriefing, bidders shall submit a written request to the Contracting Officer within five (5) working days of the date on which they receive notification of the aforementioned decision. No late requests for debriefing shall be accepted.

**60-70.932 PRE AWARD AND POST AWARD DISPUTES / APPEAL**

1. Prospective bidders with a vested interest may submit a written objection to the responsible Contracting Officer by registered letter within ten (10) working days from the date the Contracting Officer releases the solicitation to the Industry. The Contracting Officer will consider the pre-award objection and make a decision which will be communicated in writing to the originator within ten (10) working days from the receipt of the written submission of the objection. The date of receipt will be that of the registered letter receipt. The Objection shall stay the award until the Contracting Officer communicates the decision. If the protest cannot be resolved amicably with the Contracting Officer the IFIB will proceed normally and a Contract Award Committee will be convened.

2. An unsuccessful bidder may submit a written objection to the responsible Contracting Officer regarding the sourcing decisions or the process by registered letter within 10 working days of the notification of the contract award decision. If the objection cannot be resolved amicably with the Contracting Officer, the Contract Award Committee will reconvene to assess the merits of the objection. A decision will be rendered by the Contract Award Committee and communicated in writing to the originator within 10 working days from the receipt of the written submission of an objection. The date of receipt will be that of the registered letter receipt. The Objection shall stay the award until the Contracting Officer communicates the decision of the Contract Award Committee.

3. No late pre-award and/or post award disputes shall be accepted by the CO.
4. An appeal may be submitted in writing via registered letter within five (5) working days of receiving the decision to the first level of protest as per the subparagraphs 1 and 2 here above, for review by the ACO Head of Contracts. A final decision will be communicated in writing within 5 working days from the receipt of the formal appeal. The Appeal shall not stay the award. Any dispute which remains unresolved may be submitted in accordance with the Budget Procurement Guidance available on the Doing Business with ACO website <https://shape.nato.int/page183282250.aspx>. Submitting a bid demonstrates acceptance of these conditions and any limitations therein.

#### **60-70.933 ZERO TOLERANCE POLICY**

1. All HQ KFOR 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).
2. By submitting a bid 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.
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 Bidder 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 HQ KFOR will have informed both NATO Commands and the relevant national authorities.



## Enclosure 1 to Part I, Section A

**BID TABLE OF CONTENT / CHECKLIST<sup>1</sup>****TECHNICAL BID:**

- ☐ Bidder's name, address, POC, phone, fax, e-mail address, Internet site, valid DUNS number;
- ☐ Entry in the professional register. Pertinent licence/ Certificate of registration
- ☐ Business registration in the respective trades.
- ☐ Certificate of Origin & Availability of Service (Enclosure 2 – if applicable);
- ☐ Compliance Statement for Part II & Part III, Section A – Contract provisions for the intended contract (Enclosure 3 );
- ☐ Compliance Statement for Part III, Section B- SOW for the intended contract (Enclosure 4 );
- ☐ Certificate – Evidence of payment from social security authorities as regards social security/pension contributions;
- ☐ Certificate from tax authorities as regards tax;
- ☐ Certificate/Confirmation from Chamber of Commerce, Industry, Craft and Agriculture, or equivalent legal authority;
- ☐ DUNS Report or equivalent;
- ☐ Certificate from District Commercial Court or equivalent authority;
- ☐ Disclosure of claims (in case no claims are filed a Statement shall be provided);
- ☐ Statement of the bidder's bank it is willing to immediately provide KFOR with the required performance bond/bank guarantee upon request;
- ☐ Proof of financial stability/reliability of the bidder to show that the bidder has the adequate financial resources to perform the contract, to include demonstration that the bidder is/was not subject to bankruptcy over the last three (3) years;
- ☐ Bidder experience (managerial, resources etc) information (60-70.910).
- ☐ References of current or recent contracts other than HQ KFOR when available (Enclosure 5).
- ☐ Past Performance Questionnaire(s) (Enclosure 6).
- ☐ Technical information – In accordance with Part III, Section B Statement of work;
  - ☐ Organizational Plan
  - ☐ Technical specifications of the proposed vehicle including description and origin-supplier's name.
  - ☐ Confirmation of delivery time
  - ☐ Key Personnel: (List of names, qualifications (CV's, Diplomas), types of similar work, expertise, similar work experiences – as applicable);
  - ☐ Confirmation that all materials and equipment to be used/provided will be in accordance with applicable EU and ISO standards;
  - ☐ Execution Plan;
  - ☐ Dynamic Plan;

<sup>1</sup> This enclosure is meant to help you ascertain that you are providing NATO/KFOR with all documents/information required. However it remains the sole responsibility of the bidder to ensure they submit all documents required/requested. For more information regarding these titles, please refer to detailed description previously provided in Part I.

- ☐ Work Management System;
- ☐ Confirmation of warranties;
- ☐ Factory authorized service and repair facilities, authorized to handle warranty claims;
- ☐ Spare part supply support;
- ☐ Quality Control Plan;
- ☐ Preventive Maintenance plan;
- ☐ ISO Certification;
- ☐ Company must be factory authorized seller and provider – Provide applicable certification;
- ☐ Use of Subcontractors (if applicable): List of subcontractors with qualifications (i.e evidence of registration in the appropriate national authorities – experience, factory authorization etc)
- ☐ USB containing an electronic copy of all the Administrative and Technical documents in pdf format;

**PRICE BID:**

- ☐ Price Bid format in pdf and excel format;
- ☐ USB containing an electronic copy of all the documentation included in the Financial Part of the Bid.

**Enclosure 2 to Part I, Section A****(To be completed and enclosed with your bid)****CERTIFICATE OF ORIGIN AND AVAILABILITY OF SERVICE**

I hereby certify that the product and services described in this quotation IFIB-KFOR - 25 – 02 and to be furnished under the 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 IFIB, 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: \_\_\_\_\_

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

Name and Title: \_\_\_\_\_

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

Company Bid Reference: \_\_\_\_\_



Enclosure 3 to Part I, Section A

**(To be completed and enclosed with your bid)****COMPLIANCE STATEMENT FOR PART II and Part III, Section A  
General and Special Provisions**

It is hereby stated that our bid to IFIB-KFOR - 25 – 02 is fully compliant with the Contractual Provisions, as contained in Part II & Part III, Section A of the IFIB, with the following exception(s):

**CLAUSE:****DESCRIPTION OF DEVIATION:**

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

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

Name and Title: \_\_\_\_\_

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

Company Bid Reference: \_\_\_\_\_

**Note: Bidders' response to this IFIB must be based on full compliance with the terms, conditions, and requirements of the IFIB and its future clarifications and/or amendments. The bidder 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 Bidder and, therefore, disqualify the Bidder from this IFIB.**

Enclosure 4 to Part I, Section A

**(To be completed and enclosed with your bid)**

**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 bid to IFIB-KFOR - 25 – 02 is fully compliant with the Technical Specifications contained in Part III, Section B of the IFIB with the following exception(s):

**CLAUSE:**

**DESCRIPTION OF DEVIATION:**

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

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

Name and Title: \_\_\_\_\_

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

Company Bid Reference: \_\_\_\_\_

**Note: Bidders' response to this IFIB must be based on full compliance with the terms, conditions, and requirements of the IFIB and its future clarifications and/or amendments. The bidder 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 Bidder and, therefore, disqualify the Bidder from this IFIB.**

**Enclosure 5 to Part I, Section A****REFERENCES OF CURRENT OR RECENT CONTRACTS****SUBSTANTIALLY SIMILAR IN SCOPE TO THE REQUIREMENTS <sup>2</sup>**

For each contract/agreement, please indicate:

1.

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	

<sup>2</sup> Contracts listed may include those entered into by the Government, agencies of state and local governments, non-profit entities, and commercial concerns. The Bidder may also provide information on problems encountered on the identified contracts and the Bidder's corrective actions.

2.

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	

3.

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	

Enclosure 6 to Part I, Section A

**PAST PERFORMANCE QUESTIONNAIRE**

For each of the contracts or subcontracts listed in Enclosure 5, bidders are requested to ask their previous customer(s) to complete and return directly to KFOR FILM CITY, PRISTINA the "Past Performance Questionnaire" hereafter no later than the bid closing date or you may include the **past performance questionnaire, signed and stamped by your previous customers,** with your bid. A minimum of two (2) completed past performance questionnaire must be received NO LATER THAN the bid closing date, referencing this IFIB. Headquarters KFOR J8 P&C reserves the right to verify the validity of the information provided in the past performance questionnaires. An average past performance score of Good is the minimum required in order to not disqualify the bidder's bid.

The completed questionnaire is to be returned directly to KFOR FILM CITY at the following address:

**North Atlantic Treaty Organization  
Headquarters Kosovo Force  
J8 Head of Contracting Office  
Attn. Nikolaos Gounatidis  
Film City, Pristina  
Kosovo**

or via email to the Contracting Officer, Nikolaos Gounatidis, at the following Email address: [gounatidisn@hq.kfor.nato.int](mailto:gounatidisn@hq.kfor.nato.int).





10. Evaluation Factor	11. Comments (Attach additional sheets, if necessary.)	12. Rating <sup>3</sup>
a. Quality of Work		
b. Personnel		
c. Subcontractor Mgmt		
d. Business Relations		
e. Timeliness of Performance		
f. Customer Satisfaction		
g. Cost/Budget Control		
<p>13. Considering all of the information provided above, please rate the contractor's performance overall (*):</p> <p>( ) Excellent      ( ) Good      ( ) Fair      ( ) Poor      ( ) Unsatisfactory</p> <p>(*) Mark with a cross</p>		
<p>14. Would you select this firm again? Please explain. (Attach additional sheet if necessary.)</p>		
<p>15. Name &amp; Date</p>  <p>16. Title</p>	<p>17. Signature</p>	

<sup>3</sup> Please use adjectival ratings from attached sheet

**PAST PERFORMANCE RATING GUIDELINES**

Summarize Contractor Performance in each of the rating areas.

Assign each area a rating of Unsatisfactory, Poor, Fair, Good, and Excellent.

Use the following instructions as guidance in making these evaluations.

Note: There is no corresponding guidance for "Customer Satisfaction".

Please use the comments area on the preceding form to justify the rating given "Customer Satisfaction."

<b>Ratings</b>	<b>Quality of Work/ Personnel/Service</b>	<b>Cost Control</b>	<b>Timeliness of Performance</b>	<b>Business Relations/Sub Contractor Mgmt</b>
	-Compliance w/contract requirements -Accuracy of reports -Appropriateness of personnel -Technical excellence	-Within budget -Current, accurate, complete billings -Relationship of negotiated costs to actual -Cost efficiencies -Change orders issued	-Met interim milestones -Reliable -Responsive to technical direction -Completed on time	-Effective Mgmt -Businesslike correspondence to contract requirements -Prompt notification of problems -Reasonable/cooperative -Flexible -Pro-active -Effective SB/SDB Subcontract Program
<b>Unsatisfactory</b>	Non conformance are compromising the achievement of contract requirements	Cost issues are compromising performance	Delays are compromising achievement of contract requirements	Response is not effective
<b>Poor</b>	Non conformance require major agency resources to ensure achievement of contract requirements	Cost issues require major agency resources to ensure achievement of contract requirements	Delays require major agency resources to ensure achievement of contract requirements	Response is marginally effective
<b>Fair</b>	Non conformance require minor agency resources to ensure achievement of contract requirements	Cost issues require minor agency resources to ensure achievement of contract requirements	Delays require minor agency resources to ensure achievement of contract requirements	Response is somewhat effective
<b>Good</b>	Non conformance do not impact achievement of contract requirements	Cost issues do not impact achievement of contract requirements	Delays do not impact achievement of contract requirements	Response is usually effective
<b>Excellent</b>	There are no quality problems	There are no cost issues	There are no delays	Response is effective

Note: an average past performance score of Good is the minimum required in order to not disqualify the bidder's bid.

Enclosure 7 to Part I, Section A

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

(Cut along the lines)

**IFIB-KFOR - 25 – 02**

To be opened by the Contract Award Committee (CAC) only

**SENDER:**

.....  
.....  
.....  
.....

**TO: HQ KFOR MAIN (J8-THOC)**

**Att: NATO CIV A-3 Nikolaos Gounatidis**  
**J8 Head of Contracting Office**  
Film City 10000  
Pristina  
Kosovo

**NATO UNCLASSIFIED**

**Part I, Section B**

**IFIB-ACO-KFOR 25-02**

## **IFIB ACO-KFOR 25-02**

**PROCUREMENT OF ONE (1) LADDER FIRE TRUCK  
FOR THE KFOR HQ FIRE SERVICE, CAMP FILM CITY,  
PRISTINA, KOSOVO**

**PART I, SECTION B**

*PRICE - BID*

**BID PRICE SCHEDULE FOR THE PROCUREMENT OF ONE (1) LADDER FIRE TRUCK FOR KFOR HQ FIRE SERVICE**

BID PRICE SCHEDULE				
Clin	Description	Quantity	Unit Cost (Per Vehicle)	Total
1	PROCUREMENT OF A NEW LADDER FIRE TRUCK FOR THE KFOR HQ FIRE SERVICE	1		€0.00

<b>GRAND TOTAL</b>	<b>€0.00</b>
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# **NORTH ATLANTIC TREATY ORGANIZATION**

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

**IFIB-ACO-KFOR- 25 – 02**

**PROCUREMENT OF ONE (1) LADDER FIRE TRUCK FOR  
THE KFOR HQ FIRE SERVICE, CAMP FILM CITY,  
PRISTINA, KOSOVO**

## **PART II**

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

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 bid 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 means a staff 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 Bidder(s)**" shall refer to the entity that has completed and returned the ACKNOWLEDGMENT OF RECEIPT which is attached to the transmittal letter of this Invitation for International Bid (IFIB), and has indicated thereon its intention to participate.
- h. The term "**Bidder**" shall refer to the proposing entity that has submitted a proposal in response to this IFIB.
- i. The term "**Proposal**" and "**Request for Proposal (RFP)**" are considered synonymous to "**Bid**" and "**Invitation for International Bidding**" (IFIB).
- j. **Formal Bidding Process** shall refer to process that is synonymous with Invitation For International Bidding (IFIB).
- k. The term "**Contractor**" shall refer to the Bidder to whom the contract is awarded.
- l. 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.
- m. **SHAPE** – Supreme Headquarters Allied Powers Europe, located at SHAPE, Belgium.
- n. **Contracting Officer** – the person executing and managing this contract for HQ KFOR.
- o. **COTR** – Contracting Officer Technical Representative
- p. **QAE** – Quality Assurance Evaluator.
- q. **Inspector** – person appointed by the Contracting Officer for the purpose of determining

compliance with the technical requirements of the contract.

- r. **NATO** – North Atlantic Treaty Organization.
- s. **KFOR** – NATO's Kosovo Force.
- t. **HQ KFOR** – Headquarters KFOR, "Film City," Pristina Kosovo.

#### **60-70.102 AUTHORITY**

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**

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 signed purchase order ;
- b. The Special Provisions, if any and the Specifications/Statement of Work ;
- c. The General Provisions;
- d. The Contractor's Bid or Proposal accepted by NATO;
- e. 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.



4. The contractor shall comply with all applicable laws regarding human trafficking and labour exploitation not only within the company but also in the supply chain. In addition, the contractor shall ensure the prevention of any kind of human rights violations.

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

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

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

In the event of inconsistency between any terms of this contract and any translation thereof into another language, the English 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

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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**

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 authorised by the Contracting officer or directed by the terms of the contract.

**60-70.111 OPTION**

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**

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 authorised 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 bidder.

**60-70.203 WORKING HOURS**

1. The work shall be performed in accordance with the Technical Specifications/Statement of Work (Part III, Section B).
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**

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* Labour 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 (and 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 favourable 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, labour 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.

**60-70.3 – GENERAL INFORMATION SECTION****60-70.301 AUTHORISATION TO PERFORM**

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, labour 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 authorisations to perform will be made upon NATO.

**60-70.302 PROTECTION AND INDEMNIFICATION**

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 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 labour 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**

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 costs 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 favourable as those extended to any Government, Agency, Company, Organisation or individual purchasing like quantities covered by the contract under similar conditions. In the event that prior to complete delivery under this contract the Contractor offers any of such items in substantially similar quantities to any customer at prices lower than those set forth herein, the Contractor shall so notify 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 CUSTOMS 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 Defence 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"*

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 authorised except as otherwise provided in the contract. The 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**

No progress payments shall be authorised 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 usually represent ten (10) % of the contractual amount or of the estimated contractual amount.
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 bidder is liable for any cost of acquiring the work that exceeds the amount of its bid, 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**

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 requirement 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/equipment/vehicles furnished under the contract or any provision of this contract concerning the conclusiveness thereof, the manufacturer shall provide a comprehensive warranty covering defects in materials and workmanship for the entire apparatus. The warranty shall be valid for the minimum period described in Part III, Section B "Statement of Work/technical Specifications or whichever longer period provided by the manufacturer / contractor or relevant Host Nation law following the date of acceptance.

The warranty period shall begin upon acceptance and delivery of the fire truck to KFOR HQ Camp Film City, Pristina, Kosovo. The company should identify authorized dealers to handle warranty issues. The manufacturer shall respond to warranty claims within forty eight (48) hours of notification. A warranty representative must be available for technical support during business hours.

All components covered by separate suppliers such as, engines, transmissions, tires, and batteries shall maintain the warranty as provided by the component supplier. Copies of warranties shall be provided with delivered vehicle.

As per Part III, Section B SOW/TS warranty should cover as a minimum the following categories:

- Standard Warranty Coverage,
  - Structural Warranty,
  - Lifetime Frame Warranty,
  - Paint and Corrosion Warranty (10 Year),
  - Frame Rail Corrosion Warranty,
  - Engine and Transmission Warranty,
  - Electrical System Warranty,
  - Emergency Lighting and Accessories Warranty,
  - Stainless Steel Plumbing Warranty,
  - Aerial Device Structural Warranty.
2. All supplies/equipment/vehicles furnished under this contract will be free from defects in material or workmanship and will conform to the specifications and all other requirements of this contract.
  3. The preservation, packaging, packing and marking and the preparation for and method of shipment of such supplies/equipment/vehicles will conform to the requirements of this contract.
  4. In addition, the contractor shall be responsible to provide on-site follow-on technical support for all malfunctioning or failed components.
  5. 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.
  6. 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 components.
  7. 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.

8. If the Contractor does not agree as to his responsibility to correct or replace the supplies delivered, they 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".
9. 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. Repaired 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.
10. In case of a provisional acceptance the warranty period starts at the date of provisional acceptance and ends as per Part III, Section B "SOW" or whichever longer period provided by the manufacturer / contractor or relevant Host Nation law following the date of final acceptance.
11. 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.
12. 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**

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.

The supplier has to guarantee a reliable spare-part support (delivery of spare-parts within fourteen (14) days / ten (10) working days), delivery destination KFOR HQ Camp Film City, PRISTINA, KOSOVO.

Factory authorized service and certified repair facilities. Authorized to handle warranty claims within a radius of 250 km from KFOR HQ, CFC Pristina, Kosovo.

#### **60-70.508 VARIATION IN QUANTITY**

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



**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.

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.

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.

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

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.



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:
  - (1) The fabricated parts, work in process, completed work, and
  - (2) The completed or partially completed plans, drawings, information, and other property which, if the contract has been completed, would have been required to be furnished to 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 authorise 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, reorganisation 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**

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**

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**

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 defence 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**

**RESERVED**

# **NORTH ATLANTIC TREATY ORGANIZATION**

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

**IFIB-ACO-KFOR- 25 – 02**

**PROCUREMENT OF ONE (1) LADDER FIRE TRUCK FOR  
THE KFOR HQ FIRE SERVICE, CAMP FILM CITY,  
PRISTINA, KOSOVO**

## **PART III, SECTION A SPECIAL PROVISIONS**

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## SPECIAL CONTRACTUAL PROVISIONS

## 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 their 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 CO. NATO is not the employer of the Contractor's personnel.

## 1.2 Responsibility of the HQ KFOR CO (or designated alternate).

The HQ KFOR CO is responsible for, and has the authority to provide for the overall management of the contract, liaison between the Contractor and the COTR and any other NATO personnel.

Through the Contracting Officer's Technical Representative (COTR) the CO 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 *laissez* on technical matters between the CO 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.

The COTR is not authorized to award, modify and/or terminate the contract and/or any contractual modifications.

#### 1.4 Force Majeure

*"Force Majeure" means acts of God, natural disaster, invasion or armed conflict (whether declared or not) and other hostilities, revolution, rebellion or industrial disturbances, except whether solely restricted to the employees of the Contractor, insurrection or riot, commotion or other disorder, ionizing, radiation or contamination by regular activity from any nuclear fuel or waste, radio-active/toxic explosives or other hazardous properties of any explosives, nuclear assembly of nuclear components thereof, or epidemics of contagious diseases or quarantine restrictions, or other act, event or circumstance of a similar nature or force arising from circumstances beyond the control of the Parties which could not reasonably be expected to have been taken into account at the time of the conclusion of the Contract and which, or the consequences of which, the Parties could not reasonably have avoided or overcome."*

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 CO 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 CO 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 CO 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.

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

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):

- The Ottawa Agreement, 20 September 1951 Article X;
- Article VIII of the Paris Protocol, dated 28 August 1952;
- Application of the Agreement between NATO and the Republic of North Macedonia, dated 24 Dec 1998;
- Memorandum of Understanding (MOU) between the Supreme Headquarters Allied Power Europe (SHAPE) and the Ministry of Defence 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;
- UNMIK Regulation No. 2000/47, "On the Status, Privileges and Immunities of HQ KFOR and UNMIK and Their Personnel in Kosovo";
- EC Directive on Value Added Tax, Article 151, dated 28 November 2006; (PbEU L 347), changed on 19 December 2006 (PbEU L 384);
- EC Directive 92/12/EEC, Article 23 para 1;
- EU Directive 2006/112/EC, dated 28 November 2006

## 3 PRICE BID

Bidder's price bid shall consist of a **Firm Fixed Price**, using the price bid format at Part I, Section B. Award will be based upon the lowest priced technically compliant offer.

## 4 PRICES

Prices to be paid for the goods and services provided under the **Firm Fixed-Price Contract** are stated in the Part I hereof. The referred prices 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.

If the Contractor's solution includes power requirements outside the provision of HQ KFOR, those requirements must be supplied by the Contractor. HQ 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 CO within three (3) business days from discovery. Any such repairs are deemed to be outside the scope of this contract. As such, only the CO can approve these types of repairs on a separate purchase order.

The prices arrangements cover a full and unconditional acceptance by the Contractor of all the requirements and conditions included in the contract.

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.

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**

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.

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 the HSG, 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.

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**

If HQ KFOR Pristina, Kosovo ceases or suspends 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 SPECIFICATION/STATEMENT OF WORK (SOW)**

Part II, contains GENERAL CONTRACTUAL PROVISIONS for this contract and taken into account in connection with the clarifying remarks below:

7.1 The Statement of Work to be performed under the contract is contained in the Part III Section B of this bidding 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.

7.2 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.

7.3 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**

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 CO, upon his request, for approval prior to the award of the contract. NATO/HQ 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 HQ KFOR premises.

**9 LIMITATION OF LIABILITY**

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 CO.

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 HQ KFOR CO.

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'S TECHNICAL REPRESENTATIVE (COTR)**

For CO's direct official control and coordination of the requirements, upon award of the contract, the CO 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**

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 AND PUBLIC RELATIONS - USE OF NAME, EMBLEM OR OFFICIAL SEAL OF HQ NATO**

13.1 The Bidder shall not make any press release, including but not limited to, photographs and films or public statements concerning the Bid and the Contract (when in place) without the prior written approval of NATO/HQ KFOR CO

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/HQ KFOR CO. The Contractor shall not use the name, emblem or official seal of HQ KFOR, or any abbreviation of the name HQ KFOR, in connection with its business or otherwise.



**14 CONFIDENTIAL INFORMATION**

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)**

The Contractor, being made aware of HQ 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 them, in the execution of this contract, or derives any financial profit from this contract. If the CO 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 HQ KFOR retains title. Alternatively, the CO may impose lesser sanctions than termination if the CO deems, in his sole discretion, that a lesser sanction is appropriate.

**16 ANTI-SMUGGLING**

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:

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

**17 INDEMNIFICATION OF HQ KFOR**

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

**18 ASSIGNMENT OF CLAIM**

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

**19 CONTRACT ADMINISTRATION AND COMMUNICATION**

Any discussion/negotiation between Contractor and HQ 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 HQ 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 CO shall decide if a contract amendment action is needed.

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 CO can make binding changes or give binding instructions in writing.

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:

**North Atlantic Treaty Organization**

Headquarters Kosovo Force (HQ KFOR)

Film City, , Pristina, Kosovo

**J8 Head of Contracting Office**

Phone: 00381 (0) 38 503 603 2806 – 00386 (0) 49 750 249

**20 ASSIGNMENT OF CONTRACT**

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**

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**

Any document, which is required to be submitted for HQ KFOR review and approval, will be categorized by HQ KFOR as follows:

- a. Approved;
- b. Conditionally approved subject to the incorporation by the Contractor of HQ KFOR comments;and/or
- c. Not approved for the reasons stated by HQ KFOR.

No contractual relief shall be granted for documents not approved.

## **23 HQ KFOR FURNISHED PROPERTY**

RESERVED

## **24 STORAGE**

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 their 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**

Part II contains GENERAL CONTRACTUAL PROVISIONS for this contract and includes the clarifying remarks below:

### **25.1 Definitions: add following definitions**

- 25.1.1 "Purchaser" is the legal entity awarding the contract (i.e. NATO).
- 25.1.2 "Receiving State" is the State to which the Contractor pays taxes or State in which services are provided.
- 25.1.3 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.
- 25.1.4 "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 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, the contractor establishes an equivalent Bank Guarantee and NATO interests are adequately safeguarded.

25.4 Performance Bond - The Contractor shall deposit to the CO, prior to the signing of the contract, a Performance Bond up to ten (10) % of the total amount of the signed contract. 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 the Contractor's National legislation and acceptable to the CO. Limited or automatically terminated bank guarantees are not acceptable.

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

**26 PENALTIES**

HQ KFOR shall not be billed for the period of time that services/goods were not provided and will not be received. In case goods/services 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 goods/services 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 HQ KFOR 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**

28.1 NATO is authorized to conduct an examination of all calculations and pricing in connection with this agreement, of the correct compliance in a general sense with the financial terms and terms having financial aspects included in the agreement and of the acceptability of any deviations from such terms.

28.2 For the purposes of the examination the Contractor shall promptly grant inspection of all books and records and shall further provide all such additional information as NATO deems necessary for properly carrying out its examination. This examination will be conducted in accordance with the requirements of International Financial Accounting Standards (IFAS). The Contractor shall ensure that the information required by NATO can be derived from the accounting records in a simple manner.

28.3 When carrying out its examination, NATO shall be authorized to call in the assistance of an external reputable accounting firm. The examination shall be confidential and shall extend no further than will be necessary for the assessment of the matters provided for in this article.

28.4 If NATO has reason to believe that the financial and economic state of affairs in the Contractor's enterprise as a whole could preclude the Contractor from completing its obligations under the contract, this may cause an examination to be carried out in order to help NATO determine if the Contractor is capable of completing its contractual obligations. This examination would be expected to include discussions with the Contractor's management, discussions with the Contractor's external auditors and/or discussions with the Contractor's banks.

28.5 The auditable periods will commence from the contract start date. The audits are to be conducted at a maximum of twice per year and will be finalized within two months after the starting dates. Upon completion of the audit(s), the periods covered by the audit(s) will be

deemed closed. NATO will provide the Contractor with one month notice prior to the commencement of an audit(s).

28.6 The Contractor agrees that NATO or any of its duly authorized representatives shall, until the expiration of one (1) year after final ending of this contract to audit the last period, have access to and the right to examine any pertinent books and records and shall further provide all such additional information as NATO will deem necessary for properly carrying out its examination.

28.7 Notwithstanding this right to audit, the Contractor will issue, a quarterly report of incurred costs no later than the twenty-first (21st) day of the month (next available working day in the event that the 21st should fall on a weekend or Public Holiday in the Contractor's home country) following the end of the quarter. This report will contain detailed transaction listings from the Contractor's accounting system and such supporting schedules and analysis as mutually agreed between the parties to provide substantive evidence of all the costs incurred and included in the pricing model. In case the prices are fixed for the whole duration of the contract, this requirement is not valid, unless differently requested by the CO.



# **NORTH ATLANTIC TREATY ORGANIZATION**

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

**IFIB-ACO-KFOR- 25 - 02**

**PROCUREMENT OF ONE (1) LADDER FIRE TRUCK FOR  
THE KFOR HQ FIRE SERVICE, CAMP FILM CITY,  
PRISTINA, KOSOVO**

## **PART III, SECTION B**

# **STATEMENT OF WORK/TECHNICAL SPECIFICATIONS**

**STATEMENT OF WORK/TECHNICAL SPECIFICATIONS  
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**SECTION – A**

**1 TERMINOLOGY**

**1.0 Deliverable**

Deliverables are those products to be submitted by the Contractor as a result of work performed. Deliverables are products that can be measured and which can be evaluated as to acceptability in relation to the overall contract requirements.

**1.1 User**

For this project the 'User' is deemed to be the HQ KFOR Camp Film City, Pristina KOSOVO.

**1.2 Documentation**

Documentation includes all written and/or electronic products provided to KFOR by the Company.

**SECTION – B**

**2 AUTHORITIES**

**2.0 Contracting Authority**

Contracting Authority for this project resides with the KFOR J8.

**2.1 Change Authority**

The only agency authorized to make changes to this project's contract specification or to the contract SOW shall be the KFOR J8 P&C Office.

**SECTION – C**

**3 LANGUAGE REQUIREMENTS**

**3.0 Communication**

All communication (verbal or written) between contractor and KFOR shall be in English.

**3.1 Documentation**

All documents provided to KFOR from the contractor shall be as defined in English.

**SECTION – D**

**4 DESCRIPTION OF SERVICES**

**4.0 Scope of Requirement**

The contractor delivers one (1) Ladder Truck turntable or Hydraulic Platform turntable with attached ladder in one side - with articulated top section to reach minimum 25 m working height and with rescue cage for rescue and firefighting operations, commonly referred to as Fire Truck. The vehicle has to meet the minimum specifications described in this SOW.

There is no specific Brand required for the vehicles as long as the minimum specifications described in this statement of work are met. Examples of vehicles are MERCEDES BENZ, MAN, SCANIA, MAGIRUS, VOLVO; etc.

These are examples just to explain the type and size of the Fire Truck and are not guaranteed to meet the minimum specifications. It is the contractors' responsibility to ensure that the offered vehicles fulfil all the required specifications. Additionally, the contractor shall provide all the services, tools, materials and equipment necessary to deliver those vehicles to HQ KFOR, Camp Film City, Pristina KOSOVO.

**Bench Marking:** Where 'brand names' or 'Standards' for software, 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 software/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. Where the contractor proposes to provide benchmarked software, material or equipment other than the software, 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.

#### 4.1 Timeline for Work Completion

The total time allotted to fully complete the delivery order is by 31<sup>st</sup> December 2026 and expected time of contract award is by 30 June 2025 (approximately delivery time 18 months). Delivery destination, KFOR HQ Camp Film City, PRISTINA, KOSOVO.

The completed unit shall be delivered to KFOR HQ Camp Film City, PRISTINA, KOSOVO with full instructions provided to Fire Department personnel on operation, care, and maintenance of apparatus.

The contractor shall formally notify the Contracting Officer of any delay to the delivery date with an explanation as to why. Exceptions to this timeline shall be made for periods of enforced inactivity caused by circumstances beyond the control of the contractor. If the contractor is unable to complete the project within the allotted time frame, the contractor shall inform the Contracting Officer immediately and propose an alternative timeline. KFOR J8 or other representative as designated in writing by the KFOR J8 are the only person authorized to conduct contract changes.

#### 4.2 Inspection

The Contractor shall conduct a full inspection of the vehicles and ensures that all components are present and functional.

A minimum of three (3) days prior to the hand-over date, a pre-hand over inspection shall be executed by the Contractor and Contracting Officer's Technical Representative (COTR). A list that identifies all outstanding jobs (IAW the requirement of the contract) will be created as a



result of this coordinated inspection.

The official hand over of the completed project from the Contractor will not occur until all outstanding issues captured and excepted as finished from both parties.

**4.3** Hand-Over Process

The contractor shall provide the Contracting Officer or his representative, COTR a minimum of three (3) days prior notice of delivery date. The COTR will coordinate technical acceptance of equipment/material and subsequent delivery to the "KFOR HQ FIRE BRIGADE TEAM"

**4.4** Implementation Schedule

The contractor shall submit a "dynamic plan" (i.e. Gantt chart) explaining plan of execution in accordance with the Statement of Work to include major events to achieve successful delivery. Major events include, but are not inclusive of all events, production phases, outside procurement, Delivery to staging area, transportation plan, total delivery plan, vehicle inspection, and vehicle handover.

A coordination meeting will be held with the successful bidder within twenty-one (21) days of the contract award in order to ensure that all phases of the execution plan are in accordance with the SOW and the terms and conditions of the contract. The meeting will be held in KFOR HQ Camp Film City, Pristina Kosovo.

**4.5** Cost Proposal

Prices indicated in the Contractors bid proposal shall include all costs associated with production, design, material, labor, lease, permits and fees, transportation and company administration / overhead and profit.

**4.6** Executive Program

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

The Contractor must strictly comply with all the specifications indicated in the Scope of Work and Bill of Quantity. If the contractor does not agree with some parts of the technical description of the scope of work or notice an omission in some quantities in bill of quantity is required to make a note in their offer providing an alternative solution. Nevertheless, he has to fully comply with the SOW; otherwise the offer will be disqualified.

SECTION – E

**5 TECHNICAL SPECIFICATIONS**

**5.1 Quantities and Specifications of Equipment**

HQ KFOR HSG Fire Service requests 1 (one) Ladder Truck turntable or Hydraulic Platform turntable with attached ladder in one side, with articulated top section with rescue cage. Ladder top to reach minimum 25 m working height, minimum with two (2) axels (4x2) in accordance with the specifications shown in below in paragraph six (6).

**5.2 Intent of Specifications**

It is the intent of the following technical specifications to clearly describe the supply and delivery of a complete apparatus equipped as specified.

Construction must be heavy-duty and ample safety factors must be provided to carry loads as specified. The production of the fire truck should allow ready removal of any component for service or repair. The apparatus shall conform to the European standard EN 14043, EN 1777 and /or NFPA 1901, in its most recent edition.

The apparatus shall further conform to all European Motor Vehicle Safety Standards. Each bidder shall furnish satisfactory evidence of their ability to design, engineer, and produce the apparatus specified and shall state the location of the factory producing the apparatus.

Each bid must be accompanied by a set of detailed contractor's specifications consisting of a detailed description of the apparatus and equipment proposed. All bid proposal specifications must be in the same sequence as the advertised specification for ease of comparison. These specifications shall include size, location, type, and model of all component parts being furnished. Detailed information shall be provided on the materials used to construct all facets of the apparatus body.

**5.3 ISO Compliance**

The manufacturer shall operate a Quality Management System meeting the requirements of ISO 9001:2015.

The manufacturer's certificate of compliance affirms that these principles form the basis for a quality system that unswervingly controls design, manufacture, installation, and service.

If the manufacturer operates more than one manufacturing facility each facility must be ISO certified. By virtue of its ISO, compliance the manufacturer shall provide an apparatus that is built to exacting standards, meets the customer's expectations, and satisfies the customer's requirements.

A copy of the manufacturer's certificate of ISO compliance for each manufacturing facility shall be provided with the bid.

#### 5.4 Service Requirements

Each bidder shall supply, with their proposal, detailed information on the bidder's ability to perform routine and emergency service on the apparatus after delivery (within the terms of warranty period).

The Company, should include an itemized list of the maintenance requirements with the associated costs.

The contractor should provide a maintenance plan for both the truck and the superstructure.

#### 5.5 Warranty:

The manufacturer shall provide a comprehensive warranty covering defects in materials and workmanship for the entire apparatus as per the following categories. The warranty period shall begin upon acceptance and delivery of the fire truck to KFOR HQ Camp Film City, Pristina, Kosovo.

The company has to provide the homologation certificate for the offered model.

- **Standard Warranty Coverage:**

Warranty information containing a specific list of items covered by the warranty shall be provided with the contract bid and specified as per the "quantities and specifications of equipment" specified in the following paragraphs of the SOW. The apparatus manufacturer shall provide a minimum full 2-year standard warranty. All components manufactured by the apparatus manufacturer shall be covered against defects in materials or workmanship for a minimum 2-year period or standards manufacturer's warranty (whichever is greater) / 100,000 km, whichever occurs first. All components covered by separate suppliers such as engines, transmissions, tires, and batteries shall maintain the warranty as provided by the component supplier. Copies of warranties shall be provided with delivered vehicle. The following warranty periods should apply for each of the components as a minimum:

- **Structural Warranty:**

The apparatus manufacturer shall provide a comprehensive minimum 10 year/100,000-km structural warranty. This warranty shall cover all structural components of the cab and/or body manufactured by the apparatus manufacturer against defects in materials or workmanship for minimum 10 years or 100,000 km, whichever occurs first. Excluded from this warranty are all hardware, mechanical items, electrical items, or paint finishes. A copy of the warranty document shall be provided with the proposal.

- **Lifetime Frame Warranty:**

The apparatus manufacturer shall provide a full lifetime frame structural warranty. This warranty shall cover all apparatus manufacturer designed frame, frame members, and cross-members against defects in materials or workmanship for the lifetime of the covered apparatus. A copy of the warranty document shall be provided with the proposal.

- **Paint and Corrosion Warranty (10 Year):**

The apparatus manufacturer shall provide a minimum 10-year paint and corrosion perforation warranty. This warranty shall cover paint peeling, cracking, blistering, corrosion and rust-

through provided the vehicle be used in a normal and reasonable manner.

▪ **Frame Rail Corrosion Warranty:**

The chassis manufacturer shall provide a 25-year corrosion warranty on the chassis Frame rails. This warranty shall cover the chassis frame rails, including frame rail liners (if equipped), for a period of 25 years after the date on which the vehicle is delivered to the original purchaser. A copy of the warranty document shall be provided with the proposal.

▪ **Engine and Transmission Warranty:**

As per the manufacturer's standard, but no less than 5 years or 100,000 km whichever comes first.

▪ **Electrical System Warranty:**

Minimum of 3-5 years, covering wiring, connectors, and controls.

▪ **Emergency Lighting and Accessories Warranty:**

Minimum of 3 years.

▪ **Stainless Steel Plumbing Warranty:**

The apparatus manufacturer shall provide a full stainless steel plumbing components warranty for minimum 10 years. This warranty shall cover defects in materials or workmanship of apparatus manufacturer designed foam/water plumbing system, stainless steel components for minimum 10 years. A copy of the warranty document shall be provided with the proposal.

▪ **Aerial Device Structural Warranty:**

The aerial manufacturer shall provide a minimum 10-year structural integrity warranty on the aerial device. This warranty shall cover structural components and shall be extended for a period of minimum 10 years after the date on which the vehicle is delivered to the original purchaser. A copy of the warranty document shall be provided with the proposal.

The company should identify authorized dealers to handle maintenance issues.

▪ **Warranty Service and Repairs:**

- The supplier has to guarantee a reliable spare-part support (delivery of spare-parts within fourteen (14) days / ten (10) working days), delivery destination KFOR HQ Camp Film City, PRISTINA, KOSOVO.

- Factory authorized service and certified repair facilities. Authorized to handle warranty claims within a radius of 250 km from KFOR HQ, CFC Pristina, Kosovo.

▪ **Warranty Exclusions & Limitations:**

- Normal wear and tear, misuse, or improper maintenance by the purchasing agency.
- Damage caused by accidents, modifications, or unauthorized repairs.
- Consumable items such as filters, fluids, and brake pads, unless directly affected by a defect.

▪ **Warranty Claims Process & Support:**

- The manufacturer shall respond to warranty claims within forty eight (48) hours of notification.
- Emergency response vehicles must receive priority service.
- A warranty representative must be available for technical support during business hours.

**5.6 Operating Manuals**

The vehicles will have operating instructions and care and maintenance manuals in English included. Two (2) copies of all operators, service, and parts manuals MUST be supplied at the time of delivery in digital format - The electronic manuals shall include the following information:

- Operating Instructions, descriptions, specifications, and ratings of the cab, chassis, body, aerial (if applicable), installed components, and auxiliary systems.
- Electrical diagram
- Hydraulic diagram
- CE certificate
- Warnings and cautions pertaining to the operation and maintenance of the fire apparatus and firefighting systems.
- Charts, tables, checklists, and illustrations relating to lubrication, cleaning, troubleshooting, diagnostics, and inspections.
- Instructions regarding the frequency and procedure for recommended maintenance.
- Maintenance instructions for the repair and replacement of installed components.
- Parts listing with descriptions and illustrations for identification.
- Warranty descriptions and coverage.

The electronic document shall incorporate a navigation page with electronic links to the operator's manual, service manual, parts manual, and warranty information, as well as instructions on how to use the manual. Each copy shall include a table of contents with links to the specified documents or illustrations.

The electronic document must be formatted in such a manner as to allow not only the printing of the entire manual, but to also the cutting, pasting, or copying of individual documents to other electronic media, such as electronic mail, memos, and the like.

A find feature shall be included to allow for searches by text or by part number.

These electronic manuals shall be accessible from any computer operating system capable of supporting portable document format (PDF). Permanent copies of all pertinent data shall be kept file at both the local dealership and at the manufacturer's location.



## **6. MINIMUM TECHNICAL REQUIREMENTS FOR LADDER FIRE TRUCK**

### **6.1 Information Signs / Labelling**

<b>Tire pressure:</b>	to be stated in black above all wheels (bar)
<b>Maker's nameplate:</b>	At the driver's, door a maker's nameplate, according to DIN need to be mounted.
<b>Control elements:</b>	Must be marked by pictures or clear signs, if function is not evident.
<b>Labelling:</b>	Visible areas of the extended stabilizers (part of stabilizer outside the aerial vehicle) must be provided at front and back with Chevron markings according (white and red stripes on reflective sheeting's). The labels must be in English language.

#### **Paintwork:**

Paintwork, vehicle complete:	<b>fire red, RAL 3000</b>
Driver's cab, type of paint:	<b>bright finish Red, RAL 3000</b>
Superstructure, type of paint:	<b>Standard-Aluminum Panel System (ALPAS) – paint</b>
Bumper paintwork:	<b>original color from chassis manufacturer</b>
Radiator grille paintwork:	<b>original color from chassis manufacturer</b>
Front mudguards, paintwork:	<b>original color from chassis manufacturer</b>
Mudguards in rear, paintwork:	<b>original color from chassis manufacturer</b>
Rims paintwork:	<b>original color from chassis manufacturer</b>
Entry area	<b>original color from chassis manufacturer</b>
Chassis:	<b>original color from chassis manufacturer</b>
Wheels:	<b>original color from chassis manufacturer</b>

### **6.2 Technical Data**

<b>Performance</b>	min. 250PS (184 kW),
<b>Engine</b>	diesel engine minimum Euro VI
<b>Gearbox</b>	fully automatic
<b>Drive/wheelbase</b>	Depending form manufacturer
<b>Tires (front, rear)</b>	Depending form manufacturer minimum Front - 295/60 R 22, 5; Rear - 385/55 R 22.5 ;) all season; snow chains shall be included
<b>Suspension</b>	front: leaf, rear: leaf (Minimum 1+3, 2x PA brackets)
<b>Road Clearance</b>	Minimum 300 mm
<b>Brakes</b>	
<b>Type</b>	disc brake, electronic, Hill hold
<b>Other:</b>	Air Conditioning for driver's cab; 2x wheel chocks; Without wear underride protection Front bumper

	Remote central locking
<b>Bodywork</b>	
Type	aluminum safety bodywork HLM with integrated lighting with min. 4 locker rooms with roller shutters, + 2 storage compartments with flaps, color: RAL 3000 (depending from manufacturer)
<b>Jacking system</b>	
Type	horizontal-vertical, infinitely variable
Jacking width	Min. 2.50 m, max. 4.65 m
<b>Main Control Panel</b>	
Type	Depending from Manufacturer for example (main control stand „M500“ with tiltable backrest and roof)
<b>Ladder set</b>	
Type	Depending from the manufacturer - fully automatic, min. 4 sections, with articulated top ladder section, min. 4.65 m long, powder-coated, color: RAL 7016 (anthracite) depending from manufacturer
Height	working height: minimum 25 m,
Control system Technology	(Depending from manufacturer) –Two independent control system
Weighing syst.	3D-load measuring system by means of load measuring bolts. Permanent measurement of loads and forces which act on the ladder set
Lifting capacity	lifting eye at the base ladder section: up to 3 t, (ladder tip min 600kg)
<b>Rescue cage</b>	
Accesses	Capacity min.400 kg (4 persons) Removable multifunctional column. 4 accesses (3 at the front with B/A (Breathing Apparatus) upright position and 1 in the rear)
Construction	Boards and plates to prevent any tools or equipment from being knocked out of the cage
<b>Water Monitor</b>	
Type	Monitor , capacity min. 2000l/min, remote controlled from the main control panel and the cage, with oscillate function
<b>Stretcher Support</b>	
Type	capacity: minimum 300 kg, Easy to fix on the cage floor (easy loading and unloading) or 360 ° rotatable attachable and to the cage rail, Combi-type (suitable for stretcher, basket and heavy duty basket stretchers)

**Electrics**

Power	Power supply 230V / 400V to the cage + switch and plug
Generator	Portable generator super silent, minimum 14 kVA, stored at the turning frame, remote start/stop of the generator and status indication

**Fuel tank:**

Capacity	min.150 l diesel, steel, left hand mounted, lockable
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<b>Exhaust silencer:</b>	Depending from the manufacturer
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**Weight**

Total minimum:	14t Max 21t
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**Dimensions**

L x W x H	Minimum 9500mm x 2400mm x 3000mm - Max. 10.000mm x 2400mm x 3000mm
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**6.3 Equipment - minimum requirement**

**6.3.1 Standard Equipment**

- Brackets for 2 breathing apparatuses in the cabin
- LED lights at all jacks to illuminate the jacking area
- 2 x LED lights in blue at the turret as additional beacon
- reverse camera at the vehicle's rear, indication at the display in the cabin
- remote start/stop of the generator from the main control panel, the cage and the jack control panels
- locker room illumination with LEDs strips
- „SAFESTEP“ Ascent lighting bodywork with color change to warn moving ladder set
- 3rd brake light mounted high in the turret
- Analogue load indicator at the ladder set
- Water pipe in the upper ladder section to supply the monitor, permanently mounted
- 1 x water fog nozzle under the cage
- 1 x load eyes under of the cage
- 1 x dead man switch in the cage
- 1 x dead man switch on the turntable
- 1 x water inlet at the rear with hand valve
- 1 x water outlet at the bottom (drain valve)
- 2 x outrigger controls (1x joystick, soft keys, 1x emergency push button, back light and B/W display)
- 1 x manual hand pump
- 1 x main operator seat ergonomically
- 1 x automatic chassis levelling
- 1 x variable outrigger system
- 1 x chassis cab collision guard
- 1 x collision guard between outriggers and cage
- 1 x bypass of emergency stop function of the cage at the main operator seat

- 1 x 220V CE plug in the cage
- 1 x 380V CE plug in the cage
- 1 x 220V SCHUKO plug in the cage
- 1 x warning led light in the cage
- 1 x remote debug system by GSM modem
- 2 x trailer hooks at the rear left and right sides
- 1 x main operator seat (1 x display, 2 x joystick, soft keys, 1 x microphone, loudspeaker, 1 x emergency stop button, 1 x protection)
- 1 x cage operator console (1 x display, 2 x joystick, soft keys, 1 x microphone, 1 x loud speakers, 1 x emergency stop button, 1 x protection)
- 1 x intercom system
- 2 LED in the cage floor, shining to the front
- 2 LED in the left and the right side of the cage, shining to the front
- 2 x 230V/150 watt LED floodlights SETO, each one on the left and right side of the cage
- LED floodlights each one on the left and right side of the headrest - for obstacle search
- 400 V emergency operation, driven by the generator
- 3 x user's manual with maintenance manual

#### 6.3.2 Additional equipment

- 24V emergency pump
- Wind speed indicator integrated inside of the control system
- N° 4 additional wooden plates 600x600x60mm
- Stretcher support
- Portable petrol generator 5kVA 380V with support (waterproof)

#### 6.3.3 Electrical system: (Depending from manufacturer)

- Vehicle voltage 24 V,
- Batteries 2 x 12 V/180 Ah
- Alternator charge 28 V / 100 A
- Reverse alarm with disconnection
- Bodywork Communication Interface BCI

#### 6.4 Aluminum equipment locker superstructure

- The equipment locker superstructure must consists of **solid aluminum profiles** with Aluminum plates.
- The roof deck must consist of aluminum-padded plate.
- The equipment locker floors, and the intermediate walls and shelves partially should be from aluminum double padded plate.

#### 6.5 Pneumatic system

Chassis air system filling connection / Air connection for brake system Combination supply system  
**Air box** 230 V + compressed-air (disconnecting automatically when vehicle starts)

## 6.6 Piping

All piping being in contact with foam must be **corrosion-resistant**. Partially, the piping must be **hot-galvanized pipes**, non-deformable **rubber hoses** and non-deformable **plastic hoses**.



Central draining system

Type of couplings: **German Storz**

The couplings **must be** this type because all our connections are the same model. If this will be a different type we will not be able to use it with our hoses.

## 6.7 Aerial Ladder Platform

The aerial ladder platform to be constructed for use as rescue equipment, for technical assistance and as water tower with a monitor at rescue cage.

**Directives:** To be considered all the EU directives regarding the: machinery, electromagnetic compatibility, electrical equipment designed for use within certain voltage limit.

**Minimum Standards:** EN 14043, EN 1777 and /or NFPA 1901, in its most recent edition.

EN 13001-1 Cranes – General design – Part 1: General principles and requirements

EN 13001-2 Cranes safety. General design. Load effects

Steel structures. Mobile cranes calculations; Safety related parts of control systems; Mobile elevating work platform; Hydraulic platforms for firefighting and rescue services; General requirements for hydraulic components; Firefighting and rescue service vehicles; Electrical installations; Electrical standards

## 6.8 Description of ALP superstructure

An ALP is designed to disperse water onto buildings from above. This is normally for use at incidents where it may be inaccessible to do so from the ground. These vehicles are also used to:

- Assist in rescues from tall structures
- Provide observation platforms
- Provide a stable working platform at height and below ground level
- Provide a stretcher if needed.



### **Mainframe**

Construction

Welded box frame

Assembly to the chassis

Screw connection in accordance with chassis manufacturer's body specification; firm and torsion proof connection to the chassis frame. Including



stabilizing jacking system (see stabilizing jacking system)  
 Hydraulic tank (see hydraulic system)  
 Support for the roof carrier system

### Outrigger system



Type	Horizontal – Vertical
Construction	High – grade steel sections
Travel Position	Self-locking function of the jacking plates within the chassis width of (min) 2.500 mm
Jacking plates	(min) 15° multi directional
Jacking pl. surface	Non-skid, current carrying
Jacking pressure	Max. 8 kg/cm <sup>2</sup>
Stabilization beam guide	plastic
Pressure safety device	over pressure valve for hydraulic system Direct flange connection of check valves
Angle of repose, back	≥12° (depending on chassis)
Ground jacking plates	At least 250 mm (front and rear) clearance to the ground
Warning light	Blinking light, orange
Warning sign	Red and white markings on the vertical jacking outriggers

### Turntable (depending from the manufacturer)



Design	Rigid welded compound made from high-grade sectional steel profiles and sheet-steel
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Bearing	A rotating assembly (ball bearing on flame hardened and grease-lubricated guides) connects the turntable with the main structure
Rotary drive	Hydraulic engine coupled with planetary drive
Swivel range	360° Continuous
Position retainer	spring pressure multi-disc brake, hydraulic
Swivel coupler	Centre opening for water, hydraulic and power lines
Swiveling control panel:	The control panel to be located to the left on the inside of the cage. Thus, the firefighter in the cage is always visible from the main control panel. In addition, the center of the basket remains free, which facilitates entry and exit
Execution:	High strength steel and some particular of aluminum
Horizontal position:	Automatic, positive self-levelling system (hydraulic actuator) directly controlled by electronic levelling device
Rotation drive:	Hydraulic motor; + 45° left/ - 30° right
Rescue cage size:	minimum 2,0m x 1, 0 m
Handrail:	Height minimum 1, 1 m, with cold protection
Rust protection:	Rust conservation inside of the cage profiles
Equipment:	4 x safety belts hooks 1 x control panel with protection 1 x load eye 400 kg. Under the cage 1x water fog nozzle under rescue cage electrically driven 1 x connection for water monitor and valve
Water inlet	Min.2 x B-coupling near at rear side of chassis, 1pc at the both sides of the vehicle. Inlets mounted near the rear outrigger
Water line	Telescopic light weight marine aluminum allow with rubber hoses size 4" ore special water connection (depending from the manufacturer)
Safety valve	Overpressure valve minimum 12 bar, release valve, anti-suction
Drain cock	

	Electrical valve must be provided on the lowest point of the system
Water curtain	Water fog action nozzle under the cage floor Circular spray fog
<b>Control system</b>	
Execution	Two independent control systems
Technology	minimum 2 redundancies Controller Area Network (CAN) – Bus line
Stability control	1 geometrical outreach control system 1 cage load system
Sensors	Encoders, proximity switch, pressure transducer, length sensors, inclination sensors, optical sensor, ultrasonic sensor.
Outrigger control	2 x identical operation panels, symmetrical (in the rescue cage and Main Control seat)
Execution of outrigger controls	each 1x joystick/push button for outrigger movements 1 x automatic jacking button each 1x push button for automatic chassis levelling each 1x push button for manual chassis levelling each 2x push-button outrigger choice each 1x emergency push button led for status information (back light for night vision)
Control for chassis levelling	1 x optical libel with light and display on outriggers panels and into the chassis cab
Main control base	High priority through dead man switch
Main seat at main control base	Comfortable with arm supports Fixed mounting on the cage; Controls to be identical as in the main control stand
Cage control base	
Execution of ladder controls	Display at main seat; Display at cage 2 x joysticks for movements; Soft keys menu control Emergency push button; Dead man switch; Labels
Control functions	- collision guard speed regulation, -crane function, - automatic turntable centering, with visual signal at all control panels - automatic closing in transport position, -loudness regulation for intercom system,

- automatic cage centering,- choose of rescue area,
- bypass of emergency stop inside of the cage
- warnings before overload situation,
- Wind speed gauge with protection and high wind speed warning displayed at all control panels.
- Backlight illumination at all control panels.

**Warning signals**

Optical at outriggers

8x orange warning lights on the outriggers and N° 2 red lights under the cage

Travel position

Lamp inside of cab

Warning messages

Text at displays

**Painting** (depending from manufacturer)

Mainframe, Outrigger system

RAL 3000 (red)

Turntable, Boom system

RAL 9010 (white)

Rescue cage

RAL 7035 (grey)

**Technical data – Minimum Requirements**

Min. Cage load	400 kg
Min. Rescue height (cage bottom 25 m)	25, 0 m
Turning angle of turntable	Continuous
Cage size (min.)	2, 0 m x 1, 0 m
Turning angle of rescue cage	+ 45° / -30°
Additional platform	minimum 1360mm x 500mm
Min. water line capacity	2.000 l/min
Min. inlet pressure	12 bar
Monitor rotation range (left/right, depending on type)	+/- 45°
Monitor swiveling range (up/down, depending on type)	+ 35° / -40°
Min. wind speed	12 m/s

**Environment conditions**

The ALP to be used under the following conditions:

Temperature -20° - + 70°

Rel. Water inside the atmosphere	0%	-	100%
Wind speed	0 m/s	-	14 m/s

## 6.9 Control and Adjustment:

### Control panel in the driver cabin (Just as example)



In the driver cabin, a multi-function control unit with automatically brightness-controlled search light for the integrated push buttons mounted on the original instrument panel with an individually adjustable bracket for operation and control of the firefighting superstructure. To be excellently visible and operable for the driver and also easily visible and operable for the co-driver. Control made by required technology.

The following list of functions **is only an example** and it can be adjusted accordingly to the equipment of the vehicle:

#### Display:

Operation-hour counter	hhh, min (stand.)
Control warning lights:	
• Equipment lockers	OPEN (stand.)
• External power supply	PLUGGED IN
• Chassis batteries	UNDER VOLTAGE (stand.)

#### Pushbuttons: (depending from manufacturer)

- Pushbutton for visual signaling unit
- Pushbutton for acoustic signaling unit
- Beacons at rear
- Acoustic signaling unit

## 6.10 Power Supply

- discharge protection with acoustic under voltage alert
- Automatic charging socket for vehicle battery and air system. When the engine of chassis is activated, the socket must be automatically disconnected
- Vehicle battery charger 230V

## 6.11 Lighting (Depending from the manufacturer)

- **LED-light strips** for all equipment lockers and control station (standard)
- Additional switch for storage locker lighting inside drivers' cabin
- **LED-platform lighting** automatically done by hinge down the access ladder
- **LED-lateral marker lights** mounted on the left and right side of the superstructure.
- Quantity and adjustment according to regulations (standard)



- **Original chassis rear lights**, rear side below, at the superstructure

Bright scene lighting: An LED strip runs the complete length of the body to ensure optimum visibility even in bad light, integrated into the vehicle to illuminate the immediate area completely and evenly without glare.

Step Lights: The apparatus shall be equipped with a sufficient quantity of lights to properly illuminate the steps around the apparatus, in accordance with current European requirements; weather resistant wiring and step lights shall be switched from the cab dash with the work light switch

Illuminated top surface: Integrated LED strip around the top surface of the body to ensure complete and even illumination. The entire top surface must remain fully illuminated at night, during poor weather conditions, and other times of limited visibility.

Safety optimized access: Additional LED strips to illuminate the access points, including steps, rails. This makes the steps as safe as possible.

#### 6.12 Signaling Unit

- Two **LED flashlights-flat type, blue**, on top of the cab roof. Position: 1x left side, 1x right side, with enough space in the middle for the ladder!
- Two **LED front flashlights**, blue, mounted in the area of the radiator grill
- Two **LED side flashlights**, blue, mounted on right hand side of the superstructure
- Two **LED side flashlights**, blue, mounted on left hand side of the superstructure
- Two **LED rear flashlights**, blue, mounted in the area of the rear superstructure
- **Electronic siren** to be installed on dashboard, international sound signal Wail, Yelp, Hi-Lo and microphone
- **Loudspeaker**

#### 6.13 Radio and Intercom Unit

- Preparation for radio set with plug socket and voltage converter
- Cabling and installation of radio antenna, including antenna.

#### 6.14 Brackets for equipment

1. bracket for equipment as specified and agreed upon
2. SCBA bottles Storage (4). The body shall store up to four (4) SCBA bottles- two (2) on the officer side and two (2) on the driver side.

#### 6.15 Tools and accessories

Lifting jack with rod; Wheel chocks; Tool bag respectively - box with tools

**Documents**: Maintenance booklet for chassis and vehicle engine; Operating instruction for chassis and vehicle engine; Operating instruction for ALP superstructure

**6.16** Training

The manufacturer shall provide (3) days of training, covering vehicle maintenance and operational familiarization in HQ KFOR CFC Fire Station Pristina, Kosovo.

This training shall be provided by a full time, manufacturer employee trainer. The course will cover unit handling, rules and regulations, the outreach system, outriggers and booms, and the use of emergency procedures. To incorporate both classroom and practical training.

**6.17** Approval Drawings

A general arrangement drawing depicting the vehicles appearance shall be provided.

The drawing shall consist of left side, right side, front, and rear elevation views. The company should include in their offer the specific drawings.

**6.18** Fire Apparatus Safety Guide

Fire Apparatus Safety Guide published, latest edition. This safety manual is intended to point out some of the basic safety situations that may be encountered during the normal operation and maintenance of a fire apparatus and to suggest possible ways of dealing with these situations.

This manual is NOT a substitute for the fire apparatus operator and maintenance manuals or commercial chassis manufacturer's operator and maintenance manuals.

SECTION F

**7.0 SECURITY REQUIREMENTS**

The Contractor personnel and equipment shall meet the required security requirements in order to have access to KFOR CAMP FILM CITY PRISTINA.

**7.1 Restricted Area Access**  
N/A

**7.2 Base Entry Identification Card**  
The Contract Manager will be required to coordinate with the Project Officer in order to arrange the required documents for entering the Camp.

Personnel are automatically subject to any force protection rules and procedures established/enforced by commanders.

**7.3 Privileges**  
N/A

**7.4 Vehicle Passes**  
KFOR/HSG responsibility

**7.5 Driver's License**  
The Contractor shall ensure all employees driving a NATO vehicle have a valid driver's license. NATO security police shall verify the validity of all drivers' licenses.

**7.6 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: Pictures for reference

