



SUPREME HEADQUARTERS ALLIED POWERS EUROPE
GRAND QUARTIER GÉNÉRAL DES PUISSANCES ALLIÉES
EN EUROPE
Mons - Belgium



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Date : 16 April 2025

POC: Elodie DUVAL

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SUBJECT: INVITATION FOR PROPOSAL (IFP) SH-25-03 FOR THE DEVELOPMENT OF A HANDBOOK ON THE MILITARY CONTRIBUTION TO CAPACITY BUILDING.

Dear Madam or Sir,

Your company is hereby invited to participate in the Invitation for Proposal for the development of a handbook on the military contribution to capacity building for SHAPE.

The **Bid Closing Date** for this IFP shall be on **12 June 2025 at 16.00 hours** (Central European Summer Time). In accordance with the Bi-SC Procurement Directive at reference, the bid opening is not public.

Partial bidding is NOT authorised.

The following documents are integral part of the present IFP:

The Invitation for Proposal IFP-SH-25-03 containing:

Part I: Bidding Instructions

Part II: SHAPE General Provisions

Part III: Section A: Special Provisions

Section B: Statement of Requirement (SOR) and its enclosures.

This IFP will be published via the ACO Electronic Bidding Portal at <https://aco.procureware.com/home>

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

Sincerely,

(Original signed)

Élodie DUVAL,
Contracting officer



SUPREME HEADQUARTERS ALLIED POWERS EUROPE

**GRAND QUARTIER GÉNÉRAL DES PUISSANCES ALLIÉES
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SUPREME HEADQUARTERS ALLIED POWERS EUROPE

INVITATION FOR PROPOSAL

DEVELOPMENT OF A HANDBOOK ON THE MILITARY CONTRIBUTION TO CAPACITY BUILDING

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PART I - BIDDING INSTRUCTIONS

1. GENERAL

The purpose of this indefinite delivery type contract is to develop a comprehensive Handbook on the Military Contribution to Capacity Building (MCCB) for use by Partnerships Directorate (PD) planning and coordinating staff at SHAPE and deployable Capacity Building (CB) experts at Joint Force Command Naples (JFC-NP).

2. DEFINITIONS TO PART I

- 2.1. **"NATO"** shall refer to North Atlantic Treaty Organisation;
- 2.2. **"ACO"** shall refer to the Allied Command Operations;
- 2.3. **"SHAPE"** shall refer to the Supreme Headquarters Allied Powers Europe, located at 7010 SHAPE, Belgium;
- 2.4. The term **"Prospective Bidder"** shall refer to the entity that has completed and returned the Enclosure of the transmittal letter of this IFP, and has indicated thereon its intention, without commitment, to participate in the bidding;
- 2.5. The term **"Bidder"** shall refer to the bidding entity that has submitted a proposal in response to this IFP;
- 2.6. The term **"Contracting Officer"** designates the official executing this invitation for proposals on behalf of the NATO Supreme Headquarters Allied Powers Europe (SHAPE). Only duly designated Contracting Officers have the authority to obligate SHAPE.

3. ELIGIBILITY

This IFP is open to proposals from firms that:

- originate and are chartered/incorporated within any of the NATO-member nations;
- maintain a professionally active facility (e.g. office/factory/laboratory) within NATO-member nations;
- are legally authorized, at the time of the bidding and afterwards in the event of contract award, to operate the services described in this solicitation in the country where the services described in this solicitation shall be provided;
- have performed at least two contracts within the last five years substantially similar in scope and magnitude to the requirements described in this solicitation.

4. DURATION OF THE CONTRACT

The contract shall be effective from its last date of signature until completion of the services to be ordered.

The services shall be provided within the timeframe specified in its proposal.

The duration of this contract shall not exceed 31st December 2026.

5. EXEMPTION FROM TAXES

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

6. AMENDMENT OR CANCELLATION OF IFP

- 6.1. SHAPE reserves the right to amend or delete any one or more of the terms, conditions or provisions of the IFP prior to the date set for the bid closing. An amendment or amendments to this IFP shall announce such action;

- 6.2. SHAPE reserves the right to cancel, at any time, this IFP partially or in its entirety. No legal liability on the part of SHAPE for payment of any sort shall arise and in no event shall a cause of action lie with any bidder for the recovery of any costs incurred in connection with preparing or submitting a bid in response hereto. All effort initiated or undertaken by the bidder shall be done considering and accepting this fact. If this IFP is cancelled prior to the bid opening, the bids already received shall be returned unopened to the senders upon their request.

7. BIDDERS REQUEST FOR CLARIFICATION

- 7.1. Prospective bidders should seek clarification as soon as possible. Any explanation desired by a bidder regarding the meaning or interpretation of this IFP, clauses or specifications, must be requested in writing from the Contracting Officer via the ACO Electronic Bidding Portal using the available section “Questions” referred to this solicitation. The Contracting Officer must receive such requests for clarification no later than ten calendar days before the bid closing date.
- 7.2. Information given to a prospective bidder shall be furnished to all prospective bidders, as an amendment to this IFP, only if such information is necessary to bidders in submitting offers or if the lack of such information would be prejudicial to other bidders. Oral explanations or instructions shall not be binding unless confirmed in writing by the Contracting Officer.

8. PROPOSAL CLOSING DATE

Proposals shall be received at SHAPE via the ACO Electronic Bidding Portal at <https://aco.procureware.com/home> no later than **12 June 2025 at 16.00 hours** (Central European Summer Time) as indicated on the transmittal letter of this IFP, or the authorised extension thereof. At that date and time the bidding shall be closed.

After the Proposal Closing Date, the ACO eBid portal does not allow Bidders to submit proposal in response to this IFP.

9. PROPOSAL WITHDRAWAL

A bidder may withdraw its proposal from the eBid portal up to the date and time specified for the Bid Closing Date by clicking the appropriate button “Withdraw Bid”.

10. EXTENSION OF PROPOSAL CLOSING DATE

Any bidder may request to the SHAPE Contracting Officer via the ACO Electronic Bidding Portal at <https://aco.procureware.com/home> an extension of the bid closing date. However, the request shall reach the contracting officer, no later than 10 (ten) calendar days prior to the bid closing date and shall include a strong justification for the request. The SHAPE Contracting Officer may, at his/her own discretion, grant an extension of the bid closing date.

11. PROPOSAL VALIDITY

Proposals submitted shall remain valid until **30 September 2025**.

SHAPE reserves the right to request an extension of validity if a decision cannot be made within this time. Bidder shall be entitled to either grant or deny this extension of validity; SHAPE shall automatically consider a denial as a withdrawal of the Proposal.

12. CONTENT OF PROPOSAL

The Proposal shall consist of the following minimum documents:

Administrative and technical documents

(Technical Group - Technical Section in aco.procureware.com)

1. A technical memorandum detailing the following minimum information:
 - A description of the bidder's understanding of requirements and proposed approach;
 - The envisaged organization for the execution of the contract;

- The profiles and detailed qualifications of the proposed personnel, to include a detailed description of their diplomas, trainings, and previous professional experience.
- The methodology to be implemented to perform the services and the deliverables description.

The bidder shall describe in detail all these elements in order to allow an optimal analysis of its proposal.

2. The detailed timetable for the provision of the handbook. The bidder shall in particular provide the intermediate deadlines for completion of each task as described in Part III (Enclosure 3 to Part I).
3. The experience and past performance of the bidder (Enclosure 1 to Part I hereto) :
SHAPE may contact the companies referenced and conduct verifications regarding the accuracy of the references submitted by the bidder.
4. A document certifying that the company is covered by an insurance policy.
5. Bidders shall disclose ALL claims in excess of 250,000 € filed against them on on-going and/or completed contracts. Bidder shall also disclose any on-going or past civil or criminal litigation that pertain to contracts. Bidders shall also disclose names of their company's executives or subcontractors who are known to have been indicted or prosecuted for criminal offenses and indicate whether such personnel are still active within the company. In the event that the bidder has had no claims in excess of 250,000 € filed against them or has not been involved in litigation or any criminal offenses as previously described, the bidder shall provide a Statement attesting as such.
6. Any document/information as deemed necessary or appropriate by the bidder to support its proposal, to include examples of previous work.

Pricing documents

(Pricing Group - Pricing Section in aco.procureware.com)

7. **Price Proposal.** The Price Proposal shall be submitted in **EURO currency** on the attached price format (Enclosure 2 hereto) or a similar format. The timeline shall be indicated in working days. **Bidders must note that partial bidding is not authorised.** Prices shall be without VAT.

Bidders undertake to establish their proposals in complete independence.

Any information exchange, agreement, or collusion among bidders and prospective bidders to illegally restrain freedom of competition by agreement to fix prices, or otherwise, will render the proposals of such bidders void.

SHAPE will take special care to detect signs of collusion, bid rigging or any other form of fraud to limit competition on the part of bidders. These facts will be reported to the appropriate authorities and may be prosecuted if found.

13. PROPOSAL SUBMISSION

- 13.1. The whole proposal, to include any submittals, shall be written in English. Official translation of company-issued government documentation is not required, courtesy translation is accepted.
- 13.2. For information purposes only, the magnitude of this contract is estimated as follows: between 0 € and 100,000 €.
- 13.3. Proposals shall be submitted **electronically** through the ACO Electronic Bidding Portal available at <https://aco.procureware.com/home> using the functionalities available to **registered vendors**.
The proposal shall consist of:
 - a. The technical information/submission (as per eBid portal terminology, this information is categorized as "Vendor Bid Form/Technical Group") to be uploaded onto the portal within the appropriate placeholder; and
 - b. The pricing documents to be uploaded onto the portal within the placeholder marked with "Vendor Bid Form/Pricing Group".
 - c. Per each category above (technical and price), information/documents shall be uploaded by the Bidder through single and/or multiple files (up to 5 placeholders, one of which is mandatory per each category has been set by SHAPE on the portal). Bidders shall consider the size of the documents they will be uploading to respond to this IFIP and make any necessary adjustment

depending on the speed limits of their internet connection in order to avoid connection timeout issues.

Important Notes to Bidders:

- Proposals electronically submitted in response to this solicitation are automatically sealed by the eBid portal. Therefore, information contained in the proposals is not accessible by SHAPE before the Bid Closing Date.
 - **No pricing information shall be uploaded onto the portal within the placeholders marked under the category “Vendor Bid Form/Technical Group”.** If price proposal information is uploaded with the technical proposal, the Bidder may be deemed administratively non-compliant and its proposal excluded from consideration.
- 13.4. In the event of technical issues experienced by the Bidder while submitting its proposal using the eBid portal; the Bidder shall submit a support request through the Help menu that is available on the top right corner of the eBid portal (Home Page), after Bidder has completed the log-in process.
- 13.5. Bidders are strongly recommended to account adequate time to properly complete the proposal submission process and to include sufficient “contingency” time to address technical issues for resolution in the remote, unlucky event technical issues would occur.

14. PROPOSAL EVALUATION

- 14.1. The best value approach will be adopted to award the contract under this solicitation considering Price factors (60%) and Non-Price factors (40%).
- 14.2. The evaluation process shall be based on the information provided by bidders. SHAPE will not be responsible for searching, locating or confirming any information, which is not clearly identified and available in the proposal. SHAPE may waive informalities and minor irregularities in proposals received at its sole discretion as long as such informalities and/or minor irregularities do not affect the mandatory/essential evaluation criteria stated in this IFP.
- 14.3. Proposals will be evaluated by using a combination between pass/fail methodology and ranking system among bidders based on the information/data submitted in the proposal packages received in response to this solicitation. The list of criteria and methodology that SHAPE will use to conduct the Proposal Evaluation are provided hereunder in Paragraph 14.7.
- 14.4. The first step of the evaluation phase will consist in the assessment of the administrative compliance with the documents that bidders are required to submit in accordance with Paragraph 12 above (Selection criteria: Pass or Fail).
- 14.5. The second step of the evaluation phase will consist in the assessment of the technical compliance with the mandatory requirements set out in Part III hereto (Selection criteria: Pass or Fail).
- 14.6. The third step of the evaluation phase will consist in the assessment of the financial responsibility using as a reference the Dun and Bradstreet (D&B) “Failure score” system. Any score lower than 40 will result in the bidder’s proposal not being considered unless the bidder can provide proof of financial soundness upon invitation by SHAPE (Selection criteria: Pass or Fail).
- 14.7. The fourth step foresees the evaluation of the Price and Non-Price Factors in accordance with the following criteria:

- Price Factors, total of 60%

The total price for the provision of the handbook shall be given a weighed score calculated as follows:

$$A = P1 \text{ min}/P1 (i) \times 60$$

P1 min = the lowest total price proposed for the provision of the handbook.

P1(i) = total price proposed by the bidder for which the score is calculated.

A = Weighed price score

- Non-Price Factors, total of 40% broken down as follows:

The non-price factors will be assessed on the basis of the technical memorandum, resumes, enclosure 1 to Part I and supporting documents if any provided by the bidder in its proposal.

- **Criterion A, 25 % – Bidder's Understanding of Requirements and Proposed Approach:** Evaluation of the strengths, weaknesses, risks, and opportunities associated with the Bidder's understanding of the services to be performed under the contract and the Bidder's recommended approach and methodology for the execution of the tasks described in the Statement of Requirement (SOR), Part III, Section B. The evaluation of this factor also includes the assessment of the proposed Project Organization, and the assessment of the comprehensiveness, quality, and relevance of product outlines and descriptions included in the proposal.

- **Criterion B, 15 % – Bidder's Corporate Resources, Capabilities, and Engagement:** Evaluation of the strengths, weaknesses, risks, and opportunities associated with the Bidder's corporate resources and capabilities as documented in the Bidder's proposal. The evaluation of this factor includes the assessment of the qualification of proposed personnel, experience of the bidder, the proposed subcontracting network and structure if any, the quality and availability of corporate resources and capabilities, and the ability to mobilize corporate resources and capabilities in a timely manner to support contract objectives.

15. CLARIFICATION OF PROPOSALS

During the entire proposal evaluation process SHAPE reserves the right to clarify any proposal with the bidders in order to clearly identify what is being offered and to resolve any potential areas of non-compliance. Besides, any bidder may be requested to confirm, by demonstration, the technical content of its proposal.

16. AWARD

SHAPE will determine the ranking of the proposals and will select the Bidder whose conforming proposal represents the best value solution for SHAPE, and demonstrates that it can fully accomplish the IFP requirements.

17. DEBRIEFING

Bidders are eligible to receive a debriefing on the Award decision.

To obtain that, bidders shall submit a written request to the Contracting Officer within 5 working days of the date on which they receive notification of the aforementioned decision.

18. RIGHTS OF PROTEST / APPEAL

18.1. Right of Protest:

- a. Prospective bidders may submit a written protest by registered letter within 10 working days from the publication of the IFP and its specifications. The Contracting Officer will consider the protest and make a decision that will be communicated in writing to the originator within 10 working days from the receipt of the written submission of a protest. The date of receipt will be that of the registered letter receipt. The Protest shall stay the award until the Contracting Officer communicates the decision. If the protest cannot be resolved amicably with the Contracting Officer the IFP will proceed normally.
- b. An unsuccessful bidder may submit a written protest by registered letter within 5 working days of the notification of the decision to award. If the protest cannot be resolved amicably with the Contracting Officer, the ACO Head of Contracts shall assess the merits of the protest. A decision will be rendered and communicated by email to the originator within 5 working days from the receipt of the written submission of a protest. The date of receipt will be that of receipt of the email by the Contracting Officer. The Protest shall stay the award until the decision is communicated.

18.2. Right of Appeal:

An appeal may be submitted in writing via registered letter within 5 working days of receiving the decision to the first level of protest as per the subparagraphs 18.1 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 appeal. The Appeal shall not stay the award. Submitting a bid demonstrates acceptance of these conditions and any limitations therein.

19. COMMUNICATION

- 19.1. Any communication related to this IFP, between a prospective bidder or a bidder and SHAPE shall only be through the SHAPE Contracting Officer in the first instance. Designated SHAPE personnel shall assist the Contracting Officer in the administration of this IFP. There shall be no contact with other SHAPE personnel. This is to maintain all bidders on equal and competitive footing;

- 19.2. POINTS OF CONTACT:

Ms. Élodie DUVAL, Contracting officer
Telephone: +32 (0)65 44 4816
Email address: elodie.duval@shape.nato.int

or

Miguel Angel GOMEZ SEVILLANO,
Head, ACO Corporate Acquisition and Management Oversight Section
Tel: + 32 65 44 68 61
E-mail: miguelangel.gomezsevillano@shape.nato.int

- 19.3. All correspondence shall be forwarded to:

FINANCE & ACQUISITION DIRECTORATE
Acquisition Management Branch
IFP-SH-25-03
POST BOX 18/A, Bldg 101
B - 7010 SHAPE, BELGIUM

20. « ZERO TOLERANCE POLICY »

- 20.1. All ACO Purchasing and Contracting personnel observes a "zero tolerance" policy and does not accept any type of gift or any offer of hospitality. Bidders are therefore expected not to offer any gift or hospitality during any phase of the acquisition process (i.e. pre-award, award, post-award).
- 20.2. By submitting a proposal in response to this IFP 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.
- 20.3. The Contracting Officer may, by registered letter, terminate any contract awarded as a result of this solicitation at no cost to SHAPE without notice if it is found, after an investigation that gratuities such as, but not limited to entertainment and gifts were offered or given by the Contractor to SHAPE personnel with the respect to the award of any contract under this solicitation, or to the taking of any decision regarding its execution.
- 20.4. If the Contracting Officer established that the provisions stated in paragraphs 21.1, 21.2 and 21.3 above have been disregarded, the bidder(s) may be removed from any NATO source list after SHAPE will have informed both NATO Commands and the relevant national authorities.

Enclosure 1 to Part I – Past Experience

The bidder shall list/describe the services performed during the past 5 years of the same nature as those described in the SOR (Part III, Section B).

In accordance with Paragraph 3, Part I, the bidder can be declared not eligible to submit a proposal if it fails to demonstrate that it is in possession of the required experience.

I. Table A - Experience to be taken into account to check the eligibility of the bidder in accordance with Paragraph 3 to the biddings instructions, Part I¹ :

Project Title / Description ²	Period of performance	Amount	Customer	Customer's contact information

II. Table B - Experience to be taken into account as part of the assessment of the technical criteria (Paragraph 14.7 of the bidding instructions, Part I). Bidders can add as many lines as needed :

Project Title / Description ²	Period of performance	Amount	Customer	Customer's contact information

¹ Bidders shall "have performed at least two contracts within the last five years substantially similar in scope and annual magnitude to the requirements described in this solicitation.

² The bidder shall describe how the service performed relates to the service matter of this contract.

Enclosure 2 to Part I – Price proposal

PRICE PROPOSAL

This document shall be signed by a person duly authorized to bind the company.

Mr/Ms _____ acting as _____ on

behalf of the firm _____ proposes to apply the following
and is committed to the truthfulness of the information provided in the entire proposal:

All prices shall be expressed in euros without VAT.

PRICE			
NB	PRICING ELEMENTS	U.M. (Unit of Measurement)	PRICE IN EURO VAT EXCLUDED
I.1	Task 1: Research and Literature Review	Lump Sum	
I.2	Task 2: Content Development	Lump Sum	
I.3	Task 3: Review and Feedback	Lump Sum	
I.4	Task 4: Final Handbook Production	Lump Sum	
TOTAL AMOUNT For the provision of a handbook on the military contribution to capacity building			

(Signature)

(Date)

Enclosure 3 to Part I – Timeline proposal**TIMELINE PROPOSAL**

This document shall be signed by a person duly authorized to bind the company.

Mr/Ms _____ acting as _____ on

behalf of the firm _____ proposes to apply the following:

NB	TASKS	Delay in working days as from the signed purchase order date¹
I.1	Task 1: Research and Literature Review	
I.2	Task 2: Content Development	
I.3	Task 3: Review and Feedback	
I.4	Task 4: Final Handbook Production	

(Signature)

(Date)

¹ Would several tasks be ordered on the same purchase order, the timeline for the first task ordered shall start on the date of the purchase order and the following tasks on the date of formal acceptance of the previous task.



SUPREME HEADQUARTERS ALLIED POWERS EUROPE
GRAND QUARTIER GÉNÉRAL DES PUISSANCES ALLIÉES
EN EUROPE
Mons - Belgium



SUPREME HEADQUARTERS ALLIED POWERS EUROPE

INVITATION FOR PROPOSAL

DEVELOPMENT OF A HANDBOOK ON THE MILITARY CONTRIBUTION TO CAPACITY BUILDING

PART II

GENERAL PROVISIONS

IFP-SH-25-03

PART II – GENERAL PROVISIONS

1. DEFINITIONS

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

- 1.1. **“NATO”** shall refer to North Atlantic Treaty Organisation;
- 1.2. **“ACO”** shall refer to the Allied Command Operations;
- 1.3. **“SHAPE”** shall refer to the Supreme Headquarters Allied Powers Europe, located at 7010 SHAPE, Belgium;
- 1.4. **“Contracting Officer”** designates the official executing this invitation for proposals on behalf of the NATO Supreme Headquarters Allied Powers Europe (SHAPE). Only duly designated Contracting Officers have the authority to obligate SHAPE;
- 1.5. **“Contracting Officer’s Technical Representative”** or **“COTR”** designates the staff element appointed by the Contracting officer that has the authority to coordinate, monitor and control Contractor’s performance and compliance with the technical requirements of the contract.
- 1.6. **“Ordering Officer”** means a staff member of SHAPE appointed in writing by the contracting officer to place orders on to the contractor;
- 1.7. **“Project Controller”** means a staff member of SHAPE appointed in writing by the Chief, Engineer Branch for the purpose of determining that the contractor has all required approvals and permits to execute the contract;
- 1.8. **“Health, Environment & Safety Officer”** means the staff member of SHAPE appointed by the Commander of the International Headquarters and Support Command for the purpose of determining compliance with health protection, hygiene and safety regulations;
- 1.9. **“Contractor”** designates the entity (firm or person) to whom the contract is awarded and on whose behalf duly authorised persons shall execute it;
- 1.10. **“Purchase Order”** means the contractual document used by SHAPE to order supplies and services;
- 1.11. Unless otherwise specified in the contract, the term **“Days”** shall be interpreted as meaning calendar days.
- 1.12. **“Force Majeure”** means act 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.

2. APPLICABLE LAW AND REGULATIONS

- 2.1. Except as otherwise provided in the contract, the contract shall be governed, interpreted and construed in accordance with the Civil Law of the Kingdom of Belgium.
- 2.2. When performing at NATO Installations the contractor and its personnel (including also the sub-contractor’s personnel, if any) shall comply with all applicable laws of the host nation and all relevant official NATO and SHAPE/local installation Directives.
- 2.3. Both parties are under duty of good faith. The contract includes not only the specific terms, but also law and customary practice applicable in the place where the contract is to be carried out and to the Type of Trade to which the contract relates.

3. ORDER OF PREFERENCE

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

- 1st The Part I of the Contract¹
- 2nd The Special Provisions and Statement Of Work/Requirement (Part III);

¹ This document will be established and signed upon award

- 3rd These General Provisions (Part II);
- 4th The Contractor's Proposal accepted by SHAPE.

The above documents form entire part of the contract.

4. AUTHORITY

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

5. CONSUMER PROTECTION

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

6. CONTRACTOR STATUS

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

7. CONTRACTOR RESPONSABILITY

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

8. CONTRACTOR PERSONNEL

- 8.1. The contractor shall provide and pay, as required, qualified personnel as needed for the proper performance of the services required under the contract; it shall strictly comply with all Belgian Labour Laws, tariffs and social security and other regulations applicable to the employment of its personnel. Contractor may be required to provide a copy of the employment contracts of its personnel.
- 8.2. Privileges and Immunities extended to SHAPE personnel are an exclusive right and as such not transferable to the contractor and its employees. This includes the right to access and use the facilities managed and/or operated by SHAPE's Community Services.

9. SUB-CONTRACT

- 9.1. 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 the contract in full. The contractor shall apply to the contracting officer for approval before sub-contracting any part of the work. Should approval be granted, the same documentation, related to the sub-contractor's personnel to be employed at SHAPE, as stated in the Clause titled "EMPLOYEES" herein, must be presented.
- 9.2. The designation of a sub-contractor must be approved by the SHAPE Contracting Officer, who may, for reasons of his own, refuse such designation.
- 9.3. Even if a sub-contract is placed, the contractor remains responsible to SHAPE for all obligations it assumes under the contract.
- 9.4. Sub-contractors shall be limited to persons and firms of member nations of NATO, unless specifically authorised by the contracting officer.
- 9.5. The sub-contractor, if any, shall procure all permits and licenses necessary for the execution of the contract, at no cost to SHAPE.
- 9.6. Cancellation of the present contract shall automatically terminate all sub-contracts, unless agreed otherwise between SHAPE and the sub-contractors.
- 9.7. Subcontracting of all the services / works covered by the contract is not authorized.

10. AUTHORISATION TO PERFORM

The contractor warrants:

- that it and its sub-contractors have been duly authorised to provide the required services and do business in Belgium;
- that it and its sub-contractors have obtained or shall obtain all necessary licenses and permits required in connection with the contract;
- that it and its sub-contractors shall fully comply with all the laws, decrees, labour standards and regulations of Belgium during the performance of the contract;
- and that no claim for additional moneys with respect to any authorisations to perform shall be made upon SHAPE.

11. SECURITY

- 11.1. The contractor shall comply with all security requirements prescribed by SHAPE and the National Security Authority or designated security Agency of the Kingdom of Belgium.
- 11.2. The contractor is responsible for the safeguarding of NATO classified information or any other information labelled sensitive, entrusted to it or generated by it in connection with the performance of the contract. It undertakes not to pass on to anyone outside its staff information provided for the performance of the contract, or any information it may become privy to. It undertakes not to pass on such information or to use it for any purpose whatsoever. Similarly, all contractor personnel employed at SHAPE shall be required not to disclose any information they may become aware of in the performance of the contract.
- 11.3. Any known or suspected breaches of security or other matters of security significance shall be immediately reported by the contractor to the contracting officer and to the SHAPE Security Officer.
- 11.4. The contractor ensures that its employees are informed that they may be searched when they enter or leave SHAPE's premises.
- 11.5. The contractor shall place the sub-contractor, if any, under security obligations no less stringent than those applied to its own contract.
- 11.6. If requested, the contractor undertakes to provide SHAPE Security Officer with an information sheet on all its employees, before they take up their duties, using the form provided by that officer.
- 11.7. The contractor accepts to terminate immediately the duties at SHAPE of any employee whose presence is deemed undesirable by SHAPE on the same day that such notification is given by the contracting officer or SHAPE Security Officer, without SHAPE being required to state the reasons. Furthermore, in no case may SHAPE be held responsible for the consequences of such a decision.

12. ACCESS CONTROL

Before commencing work on SHAPE's premises, the contractor's personnel must be in possession of access cards, and all its vehicles must display access permits. The request for these documents must be submitted to the COTR and the contractor should plan 15 days to obtain these. The access cards and permits remain valid until the date indicated on them; any renewal must be requested at least 15 days before the expiration date. Time lost due to the failure of the contractor to request in a timely manner access cards and access permits shall not entitle him to a claim for lost time or for an extension of the completion date for the performance of the contract.

13. INSURANCE

- 13.1. The contractor agrees to procure and maintain, without any cost to SHAPE, any workmen's compensation, employees' liability or other type of insurance required by Belgian Law.
- 13.2. The contractor agrees to procure and maintain, without any cost to SHAPE, a suitable civil liability insurance to cover, on the one hand, damage which could be caused to SHAPE's premises, e.g. by fire, and on the other hand, injury to persons. This insurance shall be submitted to the contracting officer for verification of adequacy.

14. HEALTH, SAFETY AND ACCIDENT PREVENTION

- 14.1. The contractor shall comply with the European Union, Belgian Laws and Regulations on safety at work and with the Regulations in force with regard to health protection, safety and hygiene.
- 14.2. If the contracting officer or the COTR notifies the contractor in writing of any non-compliance in the performance of the contract, with regard to safety and health rules and requirements prescribed by applicable national or local laws, ordinances and codes, and the contractor fails to take immediate corrective action, then the contracting officer may order the contractor to stop all or part of the work until satisfactory corrective action

has been taken. Such an order to stop work shall not entitle the contractor to an adjustment of the contract price or other reimbursement for resulting increased costs or losses;

- 14.3. At any time, SHAPE Health, Environment & Safety Officer and Belgian labour inspection authorities shall be entitled to inspect any contractor's activities in order to guarantee that this clause is enforced.
- 14.4. The contractor shall comply with the Belgian Règlement Général pour la Protection du Travail (RGPT), with the Belgian Code on well-being at work with the Federal and Regional Laws and Regulations on safety at work, and with the Regulations in force at SHAPE with regard to health protection, safety and hygiene.

15. LABOUR AND MATERIAL STANDARDS

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

16. INSTALLATION WORKS AND VARIATIONS

Not applicable.

17. CONTRACTOR'S FURNITURE AND EQUIPMENT

Not applicable.

18. SHAPE FURNISHED PROPERTY (if any)

- 18.1. SHAPE shall deliver to the contractor, for the use only in connection with the contract, the property stated in the Part III of the contract (hereinafter referred as "SHAPE 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 provision of this contract.
- 18.2. Title to SHAPE furnished property shall remain vested in SHAPE. The contractor shall maintain adequate property control records of SHAPE furnished property in accordance with sound industrial practice.
- 18.3. Unless otherwise provided in this contract, the contractor, upon delivery to him of any SHAPE 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 the contract.
- 18.4. The contractor shall, upon completion of this contract, return all NATO furnished property, as may be directed or authorised by the contracting officer.
- 18.5. The contractor shall not modify any SHAPE furnished property unless specifically authorised by the contracting officer or directed by the terms of the contracts.

19. MAINTENANCE OF SHAPE OWNED PREMISES AND FIXTURES

Not applicable.

20. ON-SITE UTILITIES

Not applicable.

21. SITE PROTECTION

Not applicable.

22. PROTECTION AND INDEMNIFICATION OF SHAPE

- 22.1. The contractor shall at all times hold SHAPE, its agents, representatives and employees harmless from any and all suits, claims, charges and expenses which arise from acts or omissions of the contractor, its agents, representatives, employees or sub-contractors.
- 22.2. The contractor shall indemnify and hold SHAPE 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 SHAPE furnished property, including facilities and utilities.
- 22.3. The contractor shall pay compensation for all damage occurring to any SHAPE's property, facilities and utilities, occasioned by the contractor, its agents, representatives, employees or sub-contractors, arising from its or their presence on SHAPE's premises in connection with the contract.

- 22.4. All property of the contractor while at SHAPE's premises shall be at the risk of the contractor, and SHAPE shall accept no liability for any loss or damage, except to the extent that any loss or damage is the result of a wilful act or gross negligence on the part of SHAPE's agents, representatives or employees.

23. PREFERRED CUSTOMER

- 23.1. The contractor warrants that the prices set forth in the contract are as favourable as those extended to any Government, Agency, Company, Organisation or individual purchasing like quantities of services covered by the contract under similar conditions. In the event that prior to termination of the contract the contractor offers any of such services in substantially similar quantities to any customer at prices lower than those set forth herein, the contractor shall so notify SHAPE and the prices of such services shall be correspondingly reduced by an amendment to the contract.
- 23.2. Price in this sense means "Base Price" prior to applying any bonus, export tax reductions, turnover tax exemptions and other reductions based on National Policies.

24. PRICES

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

25. TAXES AND CUSTOMS CHARGES

- 25.1. According to the agreements (Article VIII of the Paris Protocol dated 28 Aug 1952, Article 151 of the COUNCIL DIRECTIVE 2006/112/EC dated 28 November 2006), goods and services under the contract are exempt from taxes, duties and similar charges. Where notwithstanding, these are imposed by national regulations, bidders shall enclose the list and the amounts of taxes, duties and similar charges which have been included in their proposal, with a justification.
- 25.2. The contract price, including the prices in any sub-contracts hereunder, does not include any customs charges, taxes or other charges levied by the member nations of NATO, or any political subdivision thereof, on the work performed by the contractor or his sub-contractors under this contract.
- 25.3. Payment for all such charges shall be made directly to the concerned member nations of NATO or any political subdivision thereof by SHAPE to the extent that SHAPE is not, by virtue of law, regulation or governmental agreement, exempt from such charges and SHAPE shall hold the contractor and his sub-contractors harmless therefrom. In the event such charges are levied against, and must be paid directly by, the contractor to his sub-contractors, SHAPE shall reimburse the contractor the full amount of the charges upon receipt of the contractor's invoice and appropriate documentation.

26. PERFORMANCE BOND / BANK GUARANTEE

- 26.1. If the contract foresees that the contractor deposits with SHAPE a Performance Bond this shall be a Bank Guarantee in the form of an irrevocable letter of credit, or such other financial instrument issued by any authorized banking institution acceptable to the contracting officer.
- 26.2. Limited or automatically terminated bank guarantees are not acceptable.
- 26.3. The bank guarantee shall usually represent 10 percent of the contractual amount or of the estimated contractual amount.
- 26.4. The bank guarantee must be delivered to the contracting officer within 30 days of award of the contract.

27. CONTRACT EFFECTIVE DATE

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

28. DURATION OF CONTRACT

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

29. OPTIONS

SHAPE shall have the right to exercise any or all of the options, in whole or in part or none, at the terms and conditions set forth in the contract.

30. CHANGES

- 30.1. Any changes, modifications, additions or deletions and instructions under the contract shall not be binding unless issued in writing as formal amendments by the contracting officer and signed by both Parties in the same manner as the contract.
- 30.2. The contracting officer may at any time, by a written order, make changes, within the general scope of this contract.
- 30.3. If any such changes cause an increase or decrease in the cost of, or in the time required for the performance of any part of the work under the contract, an equitable adjustment shall be made to the contract price. Then the contract shall be modified in writing accordingly.
- 30.4. Failure to agree to any adjustment shall be a dispute concerning a question of fact within the meaning of the Clause titled "DISPUTES" herein. However, nothing in this clause shall excuse the contractor from proceeding with the contract as changed.

31. REGULAR WORKING HOURS AT SHAPE

- 31.1. The work shall be performed on weekdays in accordance with the official working hours of SHAPE: 08:00H till 17:00H (Fridays: 15:30H). The contractor shall obtain from the COTR the list of the SHAPE holidays during the period of performance for the contract.
- 31.2. Special requests shall be made to the COTR for permission to work outside normal SHAPE working hours or on SHAPE holidays. Start times and planning of various stages of the work shall be co-ordinated with the COTR and these times shall be adhered to.
- 31.3. Exceptionally, the contractor accepts that SHAPE may have a requirement that work be performed outside the normal working hours. The financial compensation shall be mutually agreed between the contractor and the contracting officer.

32. COMMENCEMENT, EXECUTION AND COMPLETION OF WORK

- 32.1. Unless the dates and the implementation schedule for the execution of the contract are set in the contract, the contractor shall commence work within 30 working days after the date of his acceptance of the contract, or, after receipt of a purchase order to execute the requested work. The contractor shall complete the entire work, ready for acceptance and use, within one calendar year.
- 32.2. The contractor shall report in writing to the COTR any weather inclemency which may preclude the continuation of work in accordance with the requirements of pamphlet "Marché Public" in force at the time of execution of contract. The final date of the works completion shall be corrected in accordance with the provisions of that document.
- 32.3. The time for completion of the work shall include final clean-up of the site.
- 32.4. Exceptionally or in the case of emergency, the contractor must be prepared to commence work on receipt of a written site instruction signed by the Project controller and the COTR. This instruction will be issued on the understanding that it will in the fullness of time be followed up with a formal purchase order. The contractor undertakes to provide this level of readiness at no additional cost to SHAPE.

33. CONTRACTOR'S NOTICE OF DELAY

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

34. LIQUIDATED DAMAGES

For each calendar day of delay in the performance of any relevant task or duty under the contract, and in lieu of actual damage, the contractor shall pay to SHAPE as fixed, agreed, and liquidated damages, 0.1% of the total contract price, less handling, transportation and taxes, to a maximum of 10% of the contract price. Alternatively, SHAPE may terminate

the contract in whole or in part as provided in the first paragraph of the "DEFAULT" clause and in that event the contractor shall be liable, in addition to the excess costs provided in second paragraph of the "DEFAULT" clause, for such liquidated damages accruing until such time as SHAPE may reasonably obtain delivery or performance of similar supplies or services. The contractor shall not be charged with liquidated damages when the delay arises out of causes beyond the control and without the fault or negligence of the contractor, as defined in third paragraph of the "DEFAULT" clause and in such event, subject to the "DISPUTES" clause, the contracting officer shall ascertain the facts and extent of the delay and shall extend the time for performance of the contract when in its judgement the findings of fact justify an extension.

35. SHAPE DELAY OF WORK

- 35.1. If the performance of all or any part of the work is delayed or interrupted by an act of SHAPE in the administration of the contract, which act is not expressly or implicitly authorized by the contract, or by its failure to act within the time specified in the contract (or within a reasonable time if no time is specified), an adjustment shall be made for any increase in the cost of performance of the contract caused by such delay or interruption and the contract modified in writing accordingly. Adjustment shall be made also in the delivery or performance dates and any other contractual provision affected by such delay or interruption. However, no adjustment shall be made under this clause for any delay or interruption (i) to the extent that performance would have been delayed or interrupted by any other cause, including the fault or negligence of the contractor; or (ii) for which an adjustment is provided or excluded under any other provision of the contract.
- 35.2. No claim under this clause shall be allowed (i) for any costs incurred more than twenty (20) days before the contractor shall have notified the contracting officer in writing of the act or failure to act involved; and (ii) unless the claim in an amount stated, is asserted in writing as soon as practicable after the termination of such delay or interruption, but not later than the date of final payment under the contract.
- 35.3. No claim under this clause shall be allowed for any delay resulting from the restriction of access to SHAPE facilities as a consequence of the conduct of security or safety exercises provided that such restrictive measures do not exceed five (5) working days over a year period, and that the access restrictions are notified by the contracting officer, in writing, to the contractor at least 10 days prior to their implementation.
- 35.4. No claim shall be made by the contractor for delays incurred in gaining access to SHAPE for contractor employees, sub-contractors, suppliers and other personnel engaged in the work. In addition, where the contractor is required to provide escort for personnel without appropriate security clearance, no claim will be accepted. The contractor is expected to provide escort throughout the period where access is required.

36. STOP WORK ORDER

- 36.1. 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 the 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 minimise the incidence 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:
 - cancel the stop work order, or
 - terminate the work covered by such order as provided in the "Termination for Convenience" clause of the contract.
- 36.2. 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:
 - 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 the contract and 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 the contract.
- 36.3. If a stop work order is not cancelled and the work covered by such order is terminated for the convenience of SHAPE the reasonable costs resulting from the stop work order shall be allowed in arriving at the termination settlement.

37. DISPUTES

- 37.1. All disputes arising from the performance of the contract shall be settled through amicable settlement between the contracting officer and the contractor.
- 37.2. Should the contracting officer and the contractor fail to come to an amicable settlement of the dispute, the dispute shall be settled in the competent Court of Belgium, arbitration councils included, unless otherwise specified in the contract. In case of using the judicial avenue, the contractor shall waive the coverage of those courts corresponding to its fiscal residence in order to rise before the competent Belgian court.

38. TERMINATION FOR DEFAULT

- 38.1. SHAPE may, subject to the provisions of paragraphs below, by contracting officer's written notice of default to the contractor, terminate the whole or any part of the contract in any one of the following circumstances:
- if the contractor fails to provide or perform the services within the time and as specified herein or in any extension thereof; or
 - if the contractor fails to perform any of the other provisions of the contract, or so fails to make progress as to endanger performance of the contract in accordance with its terms;
 - and in either of these two circumstances does not resolve such failure within a period of ten days (or such longer period as the contracting officer may authorise in writing) after receipt of notice from the contracting officer specifying such failure.
- 38.2. In the event that SHAPE terminates the contract in whole or in part as provided in the paragraph above, SHAPE may procure services similar to those so terminated and the contractor shall be liable to SHAPE for any excess costs for such similar services. The contractor shall continue the performance of the contract to the extent not terminated under the provisions of this clause.
- 38.3. Except with respect to defaults of sub-contractors, the contractor shall not be liable for any excess costs if the failure to perform the contract arises from causes beyond the control and without the fault or negligence of the contractor. If the failure to perform is caused by the default of a sub-contractor, and if such default arises from causes beyond the control of both the contractor and sub-contractor, without the fault or negligence of either of them, the contractor shall not be liable for any excess costs for failure to perform unless the services to be provided by the Sub-contractor were obtainable from other sources in sufficient time to permit the contractor to perform the contract.
- 38.4. If the contract is terminated as provided in the first paragraph of this clause, SHAPE, in addition to any other rights provided in the clause, may require the contractor to transfer title and deliver to SHAPE in the manner and to the extent directed by the contracting officer:
- any completed supplies and
 - such partially completed supplies and materials, parts, tools, dies, jigs, fixtures, plans, drawings, information and contract rights (hereinafter called "manufacturing materials") as the contractor has specifically produced or specifically acquired for the performance of such part of the contract as has been terminated; and the contractor shall, upon direction of the contracting officer, protect and preserve property in the possession of the contractor in which SHAPE has an interest. Payment for completed supplies delivered to and accepted by SHAPE shall be at the contract price. Payment for manufacturing materials delivered to and accepted by SHAPE and for the protection and preservation of property shall be in an amount agreed upon by the contractor and contracting officer; failure to agree such amount shall be a dispute concerning a question of fact within the meaning of the clause of the contract entitled "Dispute". SHAPE 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 SHAPE against loss because of outstanding liens or claims of former lien holders.
- 38.5. If after notice of termination of the contract under the provisions of this clause, it is determined for any reason that the contractor was not in default under the provisions of this clause, or that the default was excusable under the provisions of this clause, the rights and obligations of the Parties shall, if the contract contains a clause providing for termination for convenience of SHAPE, be the same as if the notice of termination had been issued pursuant to such clause.
- 38.6. Both Parties are under duty of good faith. The contract includes not only the specific terms, but also law and customary practices applicable in the place where the contract is to be carried out and to the Type of Trade to which the contract relates.

39. TERMINATION FOR CONVENIENCE OF SHAPE

- 39.1. The performance of work under the contract may be terminated by SHAPE 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 SHAPE. 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.

- 39.2. After receipt of a Notice of Termination and except as otherwise directed by the contracting officer, the contractor shall:
- stop work under the contract on the date and to the extent specified in the Notice of Termination;
 - 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;
 - terminate all orders and sub-contracts to the extent that they relate to the performance of work terminated by the Notice of Termination;
 - settle all liabilities and all claims arising from such termination of orders and sub-contracts, with the approval or ratification of the contracting officer, to the extent he may require, which approval or ratification shall be final for all the purposes of this clause;
 - transfer title of property and deliver to SHAPE in the manner, at the times, and to the extent, if any, directed by the contracting officer:
 - o the fabricated parts, work in process, completed work, and
 - o 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 SHAPE;
 - complete performance of such part of the work as shall not have been terminated by the Notice of Termination.
- 39.3. After receipt of a Notice of Termination, the contractor shall submit to the contracting officer its termination claim, in the form and with certification prescribed by the contracting officer. Such claim shall be submitted promptly but in no event later than three months from the effective date of termination. Upon failure of the contractor to submit its termination claim within the time allowed, the contracting officer may determine, on the basis of information available to him, the amount, if any, due to the contractor by reason of the termination and shall thereupon pay to the contractor the amount so determined.
- 39.4. When such claim has been submitted, and the Contractor and the Contracting Officer agree upon the whole amount to be paid, SHAPE shall thereupon pay to the Contractor the amount so determined. In the event of failure to agree upon that amount, SHAPE shall pay to the Contractor the amount determined by the Contracting Office. The total sum to be paid to the Contractor under this paragraph shall not exceed the total Contract price as reduced by the amount of payments otherwise made and as further reduced by the contract price of work not terminated;
- 39.5. Unless otherwise provided for in the contract, or by applicable statute, the contractor, from the effective date of termination and for a period of three years after final settlement under the contract, shall preserve and make available to SHAPE at all reasonable times at the office of the contractor but without direct charge to SHAPE, all its books, records, documents and other evidence bearing on the costs and expenses of the contractor under the contract and relating to the work terminated hereunder, or to the extent approved by the contracting officer, photographs, micro-photographs, or other authenticated reproductions thereof.

40. SPECIAL TERMINATION CLAUSE

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

41. DOCUMENTATION

- 41.1. Any document which is required to be submitted for SHAPE review and approval shall be categorised by SHAPE as follows:
- Approved;
 - Conditionally approved subject to the incorporation by the contractor of SHAPE comments;
 - Not approved for the reasons stated by SHAPE.
- 41.2. No contractual relief shall be granted for documents not approved.
- 41.3. All documents to be submitted by the contractor, unless specified differently in the contract, shall be submitted in three (3) hardcopies and on "soft" support (one copy), the latter if available in a form to be agreed between the contractor and SHAPE.
- 41.4. SHAPE reserves the right without further payment to reproduce and/or translate, in whole or in part, for sole use in SHAPE, any or all documentation supplied by the contractor under the contract.

42. SHAPE PROVIDED DRAWINGS

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

43. AS BUILT DRAWINGS

Not applicable.

44. TECHNICAL BROCHURES AND MAINTENANCE PLANNING

Not applicable.

45. MARKING AND LABELING

Not applicable.

46. NOTICE OF SHIPMENT

Not applicable.

47. SAFETY TESTS AND INSPECTIONS

Not applicable.

48. ACCEPTANCE

- 48.1. Acceptance is the action by which SHAPE acknowledges that the contractor has fully demonstrated that the deliveries are complete and operational.
- 48.2. Acceptance or rejection of supplies or works shall be made as promptly as practicable after delivery or completion, except as otherwise provided in the contract. For supplies, at the time and place of delivery, inspection will only be made on the exterior state of the packaging and its accompanying documents. Any damage will be noted on the delivery documents, dated and signed.
- 48.3. Acceptance will occur when the following requirements have been met:
- Availability at final destination of all deliverables;
 - Successful completion of acceptance testing;
 - Satisfactory completion of all training or other services, if any, required by that date.
- 48.3.1. **Provisional Acceptance:**
- Provisional Acceptance will occur when the works required under the individual purchase order is substantially complete but discrepancies exist. In this case:
- The COTR or his nominated deputy and the contractor shall agree and establish a list of discrepancies with corresponding clearing dates;

- SHAPE reserves the right to withhold from payment an amount commensurate with the importance of these, which in any case will be less than 10% of the total contract price, excluding options, until all discrepancies are solved.

48.3.2. Final Acceptance:

Final Acceptance will occur when either no discrepancies exist or the recorded discrepancies have been corrected. It shall be conclusive, except for latent defects, fraud, gross mistakes amounting to fraud, or otherwise stated in the contract.

49. TITLE TOP PROPERTY AND RISK OF LOSS

- 49.1. Unless this contract specifically provides for earlier passage of title, title to property of the supplies covered by this contract shall pass to SHAPE upon formal acceptance, regardless of when or where SHAPE takes physical possession.
- 49.2. 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 SHAPE upon:
 - delivery of the supplies to a carrier, if transportation is Ex Works (EXW);¹
 - acceptance by SHAPE or delivery of the supplies to SHAPE at the destination specified in this contract, whichever is later, if transportation is Deliver at Place (DAP)²;
- 49.3. Notwithstanding 49.2. above, risk of loss of or damage to supplies which so fail to conform to the contract as to give a right of rejection shall remain with the contractor until cure or acceptance by SHAPE.
- 49.4. The contractor shall not be liable for loss of or damage to supplies caused by the negligence of officers, agents or employees of SHAPE acting within the scope of their employment.

50. WARRANTY

Not applicable.

51. SERVICE PARTS AND AVAILABILITY

Not applicable.

52. INVOICES

Invoices shall contain: contract number, item number, contract description of supplies or services, sizes, quantities, unit prices (exclusive of taxes or duties for which relief is available) and extended totals.

53. PAYMENTS

- 53.1. Payments for all supplies and services shall be made within the following month when properly supported and acceptable invoices submitted upon completion of delivery, or of the works, inspection, and acceptance, have been received.
- 53.2. No payment shall be made with respect to undelivered supplies, work not performed and/or services not rendered under the contract.
- 53.3. Payment shall be made in the currency or currencies of the contract and the contractor shall bear all related charges.
- 53.4. SHAPE shall not bear any cost related to financial guarantees, which the contractor is required to provide under the contract.

¹ From INCOTERM - EXW – Ex Works (named place of delivery). The seller makes the goods available at its premises.

² From INCOTERM 2020: DAP – Delivered at Place (named place of destination).

54. ASSIGNMENT OF CLAIM

No assignment of claim shall be made by the contractor without prior written authorisation from the contracting officer.

55. AUDIT

SHAPE audit personnel or any person designated by the contracting officer shall have the right to inspect or audit the contractor's account books and to make such inspections or audits as may be considered necessary to verify and ensure strict compliance with all provisions of the contract and with the applicable SHAPE Directives.

56. CORRUPTION AND ILLICIT GRATUITIES

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

57. RELEASE OF NEWS/INFORMATION

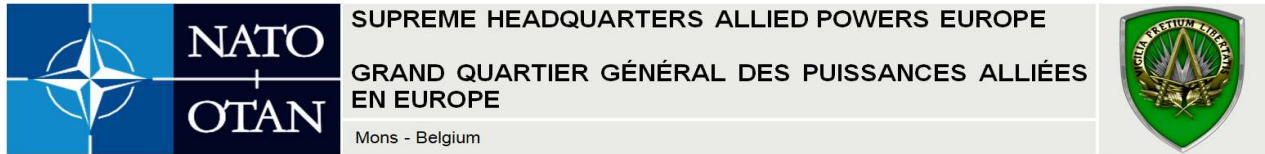
- 57.1. No news release (including photographs and films, public announcements, etc.) on any part of the subject matter of the contract shall be made by the contractor without prior written approval by the contracting officer.
- 57.2. Furthermore the contractor shall, in no other manner whatsoever use the name, emblem or official seal of NATO and/or SHAPE in connection with its business or otherwise.

58. INCONSISTENCY BETWEEN ENGLISH VERSION AND TRANSLATION OF CONTRACT

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

59. CONTRACT ADMINISTRATION AND COMMUNICATIONS

- 59.1. The contractor shall direct all inquiries, notices and communications regarding the contract to the contracting officer.
- 59.2. All inquiries, notices and communications which may be personally delivered, mailed, or copied to the address indicated in Part I hereto.
- 59.3. All inquiries, notices and communications between the contractor and SHAPE shall be written in English and in all correspondence the contract number shall be mentioned.
- 59.4. Any discussion/negotiation between contractor and contracting officers or COTR shall be recorded in Minutes which shall be signed by authorised representatives of both contractor and SHAPE. All minutes are considered to be a summary record of discussions and specific actions to be undertaken by the parties as a result of meeting.
- 59.5. If, however, it is considered by either party that certain discussions and decisions fall outside the scope of the contract, then this fact should be recorded at the time and contract amendments will be necessary prior to any action. In this respect it is stated that any changes or instructions which are to be binding shall be given in writing only by the NATO Contracting Officer



INVITATION FOR PROPOSAL

DEVELOPMENT OF A HANDBOOK ON THE MILITARY CONTRIBUTION TO CAPACITY BUILDING

PART III

SPECIAL PROVISIONS - STATEMENT OF REQUIREMENT (SOR)

IFP-SH-25-03

PART III – SECTION A – SPECIAL PROVISIONS

1. SUBJECT AND TYPE OF CONTRACT

The purpose of this indefinite delivery contract is to develop a comprehensive Handbook on the Military Contribution to Capacity Building (MCCB) for use by Partnerships Directorate (PD) planning and coordinating staff at SHAPE and deployable Capacity Building (CB) experts at Joint Force Command Naples (JFC-NP).

Services and the different tasks described in Paragraph 3, Section B to Part III can only be executed after signature of a formal purchase order by SHAPE. No service shall be performed without or prior to the issuance of a purchase order and the SHAPE is not bound by any obligation to order a minimum number of tasks.

2. DURATION OF THE CONTRACT

The contract shall be effective from its last date of signature until completion of the services to be ordered.

The services shall be provided within the timeframe specified in its proposal.

The duration of this contract shall not exceed 31st December 2026.

3. ACCREDITATION REQUIREMENTS

Throughout the whole duration of the contract, the Contractor shall:

- Originate and be chartered/incorporated within NATO-member nations.
- Maintain a professionally active facility (e.g. office/factory/laboratory) within NATO-member nations.
- Work in the field of required services and be legally authorised to operate in Belgium.
- Ensure that all personnel engaged on the contract have the necessary qualifications and work permit.
- Conform to a recognized Quality Assurance model.

4. COMPLIANCE WITH LAWS, DIRECTIVES AND NORMS

The Contractor shall:

- Comply with all relevant Belgian, social, fiscal and administrative legislation.
- Provide updated certificate(s) from its insurer stating that it is covered for third party liability and work accidents for all personnel assigned to the contract.
- In accordance with Belgian laws, compliance with the above requirements is an essential condition for SHAPE to proceed with the payment of received invoices for works under this contract from the Contractor. Contractor compliance can be verified at any time by either the SHAPE Contracting Officer or the COTR.

5. EXEMPTION FROM TAXES

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

6. PRICES

6.1 This contract is awarded for firm fixed prices. It will be established in Euro, VAT excluded.

6.2 The prices shall include all costs incurred by the Contractor in the performance of this Contract with the exception of the travel expenses referred to in Paragraph 7 below.

6.3 Costs associated with travel for services performed outside of SHAPE or Contractor's premises shall be charged at actual cost under the conditions set forth in Paragraph 7 below.

7. CONTRACTOR'S PERSONNEL TRAVEL

Contractor providing the service may be required to travel to other NATO locations, in particular JFC Naples, for the performance of the present contract.

Contractor's personnel travel is undertaken on a strictly cost reimbursable basis.

Before starting any kind of travel at SHAPE expense, the contractor shall seek prior written approval from the COTR. SHAPE will not reimburse any travel costs or per diem incurred by the Contractor's personnel without appropriate authorization by the COTR.

For the sake of authorization / reimbursement of travel expenses and per diem, the COTR will refer to the ACO (Allied Command Operations) Directive 060-050, Travel on International Duty. To that extent, he/she will establish a ceiling for the contractor "not-to-exceed".

A summary of pre-approved travel dates and related itineraries, travel expenses, scanned images of signed charges and the traveller's claim receipts shall be submitted along with the contractor's invoice.

The Contractor is responsible for all liabilities during performance of travel.

8. INVOICES AND PAYMENT

- 8.1. Payment under this contract will be made in EURO within 30 days from the date of receipt of a properly supported and acceptable invoice submitted after completion of the service and delivery of the requested deliverables.
- 8.2. The invoice shall be addressed to SHAPE Accounts Payable Building 101, room D 315, B - 7010 SHAPE, BELGIUM, at shapeaccountspayable@shape.nato.int and contain:
 - Its reference and issue date;
 - The Purchase Order number ;
 - The description of deliverables provided/services performed;
 - The unit prices (exclusive of taxes and duties);
 - The total amount to be paid;
 - The bank account details where the Contractor will receive the payment;
- 8.3. The standard principle applied by ACO HQs is that payment will only be made upon full compliance with all contract terms by the contractor.
- 8.4. Each party shall bear its own costs for Electronic Fund Transfers related to any and all payments in the execution of this contract.
- 8.5. No advance payments may be made. The Contractor can request partial payments, upon completion of services and/or supply of deliverables. The request shall be made in writing to SHAPE and a progress payment plan decided.
- 8.6. No bank guarantee is required.

9. OTHER DIRECT COSTS

None.

10. INTELLECTUAL PROPERTY

10.1 Except for any pre-existing rights on intellectual property which the Contractor has advised SHAPE, before the acceptance of the Contract, pertaining to third parties or Contractor's rights arising otherwise than by virtue of this Contract, and with due regard to national security regulations, all rights to any intellectual property resulting from work undertaken by, or on behalf of, SHAPE for the purpose of this Contract (Foreground IPR), including:

- any handbook, technical data specifications, report, drawings, chart, computer databases, resulting from performance of analytical, developmental, financial or research work which was specified as an element of performance in this Contract;

- design data, specifications, instructions, test procedures;
- training material produced or acquired in the course of such work;
- in particular, all rights, including copyright therein;

will vest in and be the sole and exclusive property of SHAPE.

10.2 Technical data delivered under this Contract shall be marked with the number of this Contract, name of the Contractor and the rights transferred to SHAPE.

10.3 The Contractor shall not commercialise Foreground IPR containing SHAPE's confidential information and shall not sell, license, distribute, publish or otherwise circulate the stated IPR to any third party except with SHAPE's prior written consent by an authorized representative.

11. ACCEPTANCE

All services and deliverables under the Contract shall be subject to written acceptance by SHAPE Contracting Officer Technical Representative (COTR).

The acceptance will be granted when the following conditions are met:

- the services are satisfactorily completed in accordance with terms and conditions of the Contract;
- the deliverables comply in quantity and quality with the requirements of the scope of requirement.

12. INDEPENDENT CONTRACTOR

12.1 Independence in the performance of the services

The Contractor shall not use the provision of the services and deliverables described in Section B to Part III of the present contract to provide unjustified advantages to external companies or entities against the interests of NATO.

The Contractor shall also ensure that all personnel entrusted with the performance of the services under this contract are independent from such companies and that there is no conflict of interest in advises and recommendations.

12.2 Independence from SHAPE & NATO

The personnel provided by the Contractor are at all times employees of the Contractor and not SHAPE or NATO. In no case shall the Contractor personnel act on behalf of, or as an agent for, NATO or any of its bodies. In no way shall the Contractor personnel claim, directly or indirectly, to represent NATO in an official capacity or claim themselves to be NATO employees. All Contractor personnel shall identify themselves as such in all formal communications, email included. Under no circumstances will Contractor personnel be under the direct supervision of SHAPE personnel.

13. TRANSPARENCY AND ETHICAL STANDARDS

13.1 Transparency of Contractor personnel

The Contractor shall inform the Contracting Officer, for every personnel of the team performing the services, whether this personnel has any family members working for NATO and whether the identified personnel have previously been NATO employees (identifying Civilian/Military status with employed dates and position). In accordance with NATO internal policy, certain personnel may be excluded for carrying work for SHAPE.

13.2 Prohibition against recruitment of serving NATO staff

The Contractor is prohibited from approaching active NATO staff (Civilian or Military) to discuss future employment opportunities with their firm, or to act as a broker for employment with other firms, not including advertisements in the public domain. This does not prohibit the Contractor from approaching non-NATO personnel working for NATO on a contracted basis, nor does it prevent the Contractor from approaching former NATO staff that have retired or separated, consistent with the disclosure requirements herein.

14. NON-DISCLOSURE AGREEMENT

Contractor's personnel employed under the provision of this services contract shall be required to sign a non-disclosure agreement prior to commencement of works. A template of the non-disclosure statement utilized by SHAPE is available at Enclosure 1 to Part III. The signature of the non-disclosure agreement is required to guarantee that the Contractor undertakes the responsibility for the safeguarding of NATO information and documents it might have access to for the performance of the Contract, including classified information or any other information labelled sensitive, or confidential, entrusted to it or generated by it in connection with the performance of the Contract. The Contractor shall undertake not to pass on to anyone outside its staff, information provided for the performance of the Contract, or any information it may aware of. The Contractor shall not pass on such information or use it for any purpose whatsoever. Similarly, all Contractor personnel employed at NATO facilities shall be required to not disclose any information they may become aware of during the performance of the contract.

15. SPECIAL CONDITIONS OF PERFORMANCE

The Contractor's personnel shall, in all circumstances, respect the rules of access, security and confidentiality of the site on which they work under this contract. They shall refer to the designated COTR for guidance in case of any doubts regarding the rules to follow and regulations to apply in terms of access, security and confidentiality.

16. SUBCONTRACTING

The Contractor shall declare the use of subcontractors and provide information on the subcontractors used and services subcontracted in its initial proposal. Any subsequent change to the initial list shall require the prior approval by the Contracting officer. The Contractor shall be responsible for the management, administration and performance of all sub-contracts. Total subcontracting is not authorized.

17. QUALITY ASSURANCE AND CONTROL / AUDIT

17.1 The Contractor shall, during the execution of the contract, perform such control as necessary to ensure that the services are performed in accordance with the quality requirements of the Contract and that adequate documentation verifying such control is provided to the SHAPE in a timely manner.

17.2 The SHAPE shall have a right to monitor the services continually during the term of the Contract to ensure that the Contractor is fulfilling the contractual obligations. As a part of the quality assurance system the Contractor may be required to issue a Status Report on a regular basis.

18. LANGUAGES

The Contractor must be able to conduct all business and correspondence with SHAPE in English. All contractual documentation and all deliverables shall be in English.

19. CONTRACTING OFFICER'S TECHNICAL REPRESENTATIVE

For its direct official control and coordination requirements, the Contracting Officer designates a staff element having the authority to coordinate, monitor, and control contractor's performance.

20. POINTS OF CONTACT

Élodie DUVAL,
Contracting officer
Tel: +32 65 44 48 16
E-mail elodie.duval@shape.nato.int

Or

Miguel Angel GOMEZ SEVILLANO,
Head, ACO Corporate Acquisition and Management Oversight Section
Tel: + 32 65 44 68 61
E-mail: miguelangel.gomezsevillano@shape.nato.int

PART III – SECTION B - STATEMENT OF REQUIREMENT (SOR)

1. PURPOSE AND SCOPE

1.1 Purpose. The purpose of this indefinite delivery type contract is to develop a comprehensive Handbook on the Military Contribution to Capacity Building (MCCB) for use by Partnerships Directorate (PD) planning and coordinating staff at SHAPE and deployable Capacity Building (CB) experts at Joint Force Command Naples (JFC-NP). This handbook will serve as a key reference for military staff, trainers, assessors, advisors, mentors and policymakers engaged in planning, coordinating, and executing CB efforts with non-NATO military partners.

1.2 Scope. The contractor shall research, develop, and deliver a detailed handbook based on approved NATO policies pertaining to Capacity Building and Military Cooperation that outlines the principles, methodologies, and best practices for partner military capability development based on SHAPE PDs and JFCNP's requirements. It will be used to support CB efforts for non-NATO military partners around the globe with varying degrees of capabilities and capacities.

2. SECURITY REQUIREMENTS

The Contractor will not need to handle classified or sensitive NATO information.

The Contractor and its personnel will be required to comply with all security protocols set forth by NATO (SHAPE).

3. DESCRIPTION OF SERVICES REQUIRED AND DELIVERABLES TO BE PROVIDED

The Contractor will be required to complete the following tasks upon receipt of a proper purchase order.

Documents must be provided to SHAPE in word format.

3.1 Task 1: Research & Literature Review

3.1.1 Description of services to be provided under task 1

Conduct research on existing frameworks, doctrines, and case studies related to partner military capability development. Review current global practices, strategies, and lessons learned from international military cooperation programs. Prepare an overview of NATO policies and initiatives that govern the delivery of the capacity building and capability development assistance. Task-related activities require the Contractor to:

- i. Identify and understand related initiatives (e.g. course development) and the extent to which they need to be taken into consideration and/or aligned with this work;
- ii. Identify and interview key stakeholders and subject matter experts;
- iii. Conduct site visits to SHAPE, JFC NP, NATO HQ, SOFCOM J9, the Security Force Assistance Centre of Excellence, and other relevant NATO and partner organizations;
- iv. Conduct literature review and independent research on standing policies influencing the subject matter area of the Handbook.

3.1.2 Description of deliverables to be provided under task 1

Task 1 Deliverables include:

- 1. Research Summary Report**, including a list of key stakeholders, factors, and considerations that need to be taken into account for follow-on tasks (incl. any inconsistencies in policy discovered during research).

- 2. Initial Handbook Outline**, that takes into account key elements derived from the research and literature review to be approved by SHAPE PD MIC.

3.2 Task 2: Content Development

3.2.1 Description of services to be provided under task 2

Based on the approved outline, develop each section of the handbook, while taking note and incorporating any relevant references to:

- i. NATO Strategic Concept, with a focus on NATO's 3 core tasks;
- ii. NATO Policies;
- iii. NATO Partner Programmes (Planning and Review Process, and the Operational Capabilities Concept).

The content must include the following:

- i. Strategic Level Guidance: Defining how to align partner capability efforts with NATO's Individually Tailored Partnership Plan (ITPP) and MC Direction and Guidance (D&G) for Partnerships.
- ii. Operational and Tactical Guidance: Providing detailed steps and tools for field officers and teams engaged in hands-on partner CB activities.
- iii. Risk Mitigation and Challenges:
 - 1. Identifying potential challenges, including political, cultural, and logistical, and offering recommendations for mitigating these risks.
 - 2. Include real-world case studies, scenarios, and examples where applicable to illustrate successful approaches.

3.2.2 Description of deliverables to be provided under task 2

The Contractor shall provide the following deliverables under task 2:

- i. Draft Handbook (V 0.1), that provides a complete draft of the content articulated in the detailed outline;
- ii. Detailed Capability Development Process, that includes:
 - 1. the process as described in NATO policy, including steps, stages, inputs, and outputs in detail.
 - 2. a list of key factors and considerations that need to be taken into account for follow-on tasks.

3.3 Task 3: Review and Feedback

3.3.1 Description of services to be provided under task 3

The Contractor shall submit the draft handbook to NATO (SHAPE) for review at regular milestones (to be specified in the corresponding purchase order) and incorporates feedback from subject matter experts and relevant stakeholders to refine the content. This includes confirmation of any special publishing requirements and regular meeting with SHAPE PD and other stakeholders to review.

3.3.2 Description of deliverables to be provided under task 3

The Contractor shall provide the following deliverables under task 3:

- i. Revised handbook with completed comment adjudication matrix.

3.4 Task 4: Final Handbook Production

3.4.1 Description of services to be provided under task 4

The Contractor shall deliver the final version of the handbook in both digital and print-ready formats; provide any supporting materials such as infographics, diagrams, and references to accompany the text; and ensure the handbook is formatted in accordance with SHAPE style guidelines and is easily navigable.

3.4.2 Description of deliverables to be provided under task 4

- a. The handbook must:
 - i. incorporate standing NATO, Bi-SC and ACO policies and initiatives pertaining to Capacity Building, Military Cooperation, Partnerships, and ETEE;
 - ii. consolidate NATO best practices for capacity and capability building;
 - iii. be tailored to a diverse range of users, providing both strategic guidance and practical implementation steps for field-level experts;
 - iv. be adaptable to future changes in policy;
 - v. describe and elaborate a best practice capability and capacity building process and;
 - vi. provide a robust toolbox of methods, frameworks, checklists, and other similar tools (incl. recommended meeting formats) that can be tailored and adapted to the military partner's environment and desired level of development;
 - vii. include key enabling processes, such as needs assessment, requirements analysis, risk management and performance measurement.
- b. The handbook should:
 - i. Be coherent with UN and EU approaches;
 - ii. Detail considerations on Gender, Woman Peace & Security, and Human Security.

4. TIMELINE

The services and deliverables described for each task shall be provided in accordance with the timelines detailed by the Contractor in its proposal.

For information purposes only, the target for the completion of the different tasks is as follows:

- Entire project: to be completed within 12 months from the signature of the contract.
- Task 1: completion within 3 months of the purchase order date.
- Task 2: completion within 6 months of the purchase order date.
- Task 3: completion within 11 months of the purchase order date.
- Task 4: completion within 12 months of the purchase order date.

5. PERSONNEL AND RESOURCES

5.1 Project team composition

5.1.1 The Contractor must assign sufficient personnel, with appropriate qualification, to perform the tasks specified in this SOR and ensure the timely and satisfactory delivery of Contract products. The Contractor shall specify in its proposal the exact project team composition.

5.1.2 The Contractor must designate a Team Leader with overall responsibility for the management of the Contractor's personnel and direct communication with the SHAPE Project Manager. The Team Leader will be considered as Key Personnel for the performance of the Contract and any changes to this role will require the approval of the SHAPE Contracting Officer and Project Manager.

5.1.3 Any significant changes with respect to the team composition specified in the Contractor's proposal will require the approval of the SHAPE Contracting Officer and Project Manager. In the event of unforeseen unavailability of a personnel, the Contractor shall notify the Contracting Officer and set up a replacement with equivalent qualifications and experience within 15 working days.

5.2 Personnel qualification and experience

5.2.1 Each member of the project team shall possess the knowledge, skills, and experience required to effectively fulfil their respective roles and responsibilities. The Contractor shall ensure that the project team members meet the minimum qualifications and experience necessary for their roles.

5.2.2 Contractor's personnel who participate in meetings, workshops, interviews or require regular and frequent contact with ACO personnel for the performance of their work must be proficient in English, both written and verbal.

5.2.3 The Team Leader must possess at least 3 years of experience in the management of projects substantially similar to the project described in this SOR.

5.2.4 The Contractor shall provide resumes or profiles of proposed personnel of the Team Leader role demonstrating their qualifications, experience, and relevant certifications for client review and approval.

5.3 Work site and hours of operation

Data and information gathering activities, including interviews, quality reviews, and any other tasks requiring the participation of SHAPE staff, shall be conducted during SHAPE official working hours. Typically between 8:30 a.m. and 5:30 p.m. from Monday to Thursday, and between 8:30 a.m. and 3:30 p.m. on Fridays, unless otherwise agreed upon with the Project Manager responsible for coordinating and monitoring Contract activities. Official holidays, as approved by SHAPE, shall be recognized and can be obtained from the Contracting officer or COTR.

6. PLACE OF PERFORMANCE

The majority of work will be performed at the Contractor's facility. However, periodic meetings or presentations may be required at SHAPE (Mons, Belgium), JFC NP (Naples, Italy) or other locations. The Contractor shall include in its offer the equivalent of a monthly on-site meeting at SHAPE. The exact dates will be agreed with the SHAPE project team. The Contractor may plan to come to SHAPE more often, all the costs involved shall then be included in its initial price proposal. For additional travels to SHAPE or for travel to JFC NP or other locations at SHAPE's request, Paragraph 7 Section A to Part III will apply.

7. DOCUMENTS AND INFORMATION PROVIDED BY SHAPE TO THE CONTRACTOR

NATO (SHAPE) will provide the Contractor with relevant documents, access to military experts, and other resources necessary to complete the work.

8. EQUIPEMENT PROVIDED BY SHAPE TO THE CONTRACTOR

The Contractor will be provided access to relevant NATO software or systems as necessary for completing the project, within the limits of NATO security regulations.

Enclosure 1 to Part III - Non-Disclosure Agreement [template]

Non-Disclosure Agreement

Name of Contractor Employee:**Employing Company:****Contract Number (PO number):**

1. Preamble

This Non-Disclosure Agreement is made between the Supreme Headquarters Allied Powers Europe (SHAPE) and the Contractor Employee named above. The named Contractor Employee and his/her company have been engaged to perform certain services for SHAPE under the contract listed above, and in connection therewith may be given access to certain NATO information, defined in paragraph 2 below. This document governs the release and management of such information.

For purposes of this agreement, the term "Contractor Employee" includes any personnel utilized by a company to fulfil its contractual duties under a SHAPE contract, regardless of whether employed directly, by sub-contract, or any other means. For purposes of this agreement, the term "NATO" shall include all NATO bodies, including the Headquarters, the Agencies, the Strategic Headquarters and its subordinate units and formations, including those in the different theatres of operations.

2. NATO Information Covered By This Agreement

NATO information covered by this agreement includes all information of a confidential, proprietary, classified, or acquisition/procurement-related nature which comes to the knowledge of the Contractor Employee during the course of his/her contractual duties. This includes, but is not limited to, information relating to SHAPE's and NATO's research, development, products, trade secrets, know-how, technical specifications, contingency plans, requirements, budgeting, customers, finances and personnel.

NATO information covered by this agreement also includes Procurement Sensitive Information. Procurement Sensitive Information is defined as information, the release of which could provide a company with an unfair competitive advantage or affect the integrity of the procurement process. Examples of Procurement Sensitive Information include, but are not limited to, source selection information or contractor bid/proposal information.

NATO information covered by this agreement, (excepting Procurement Sensitive Information), does not include any information that (i) Contractor Employee knew before SHAPE disclosed it to the Contractor Employee; (ii) has become publicly known through no wrongful act of Contractor Employee; or (iii) the Contractor Employee developed independently before working for NATO, as evidenced by appropriate documentation.

3. Non-Disclosure

Contractor Employee shall not disclose NATO information covered by this agreement (especially Procurement Sensitive Information, Progress Status Report(s), Final Completion Report(s)) directly or indirectly to any person or entity, including his/her own company, unless authorized by the SHAPE Contracting Officer.

If authorized to release NATO information covered by this agreement, Contractor Employee will advise the recipient of the confidential and proprietary nature thereof.

Any copies or reproductions of NATO information covered by this agreement shall bear the classification markings and proprietary notices contained in the original.

Contractor Employee shall promptly notify in writing the SHAPE Contracting Officer if he/she learns of any unauthorized use or disclosure of NATO information covered by this agreement.

Contractor Employee shall not, without the approval of the SHAPE Contracting Officer, publish (in any document, article, book, CD, video, film, play or other forms) any information acquired in the course of his/her contractual duties with SHAPE and/or NATO.

In dealing with NATO information covered by this agreement, Contractor Employee shall comply with SHAPE policies and directives, and with applicable NATO security regulations and security operating procedures.

4. Consequences of Unauthorized Disclosure

Contractor Employee understands that unauthorized disclosure of NATO information covered by this agreement may subject him/her and his/her company to substantial administrative, civil and/or criminal penalties in accordance with applicable laws and regulations.

Unauthorized disclosure may also result in contract termination, disqualification of the company from competition for particular contracts or even disqualification from further business with SHAPE or NATO. Contractor Employee's involvement in the definition of any contractual requirements for a NATO project will disqualify the Contractor Employee and his/her company from competition for future contractual work related to that project.

5. Return of Information

Contractor Employee shall, upon completion of the tasks assigned to Contractor Employee, upon cessation or termination of Contractor Employee's contract, or upon demand by SHAPE, whichever is earliest, return any and all NATO information covered by this agreement (including any copies or reproductions thereof) in his/her possession or control to the SHAPE Contracting Officer.

6. Property Rights

All NATO information covered by this agreement and work products created under the contract remain the property of NATO and no license or other rights in NATO information is granted hereby. All information is provided "AS IS" and without any warranty, expressed, implied or otherwise, regarding its accuracy or usability.

7. Remedies

Contractor Employee acknowledges that use or disclosure of NATO information covered by this agreement in a manner inconsistent with this agreement will cause SHAPE and NATO irreparable damage, and SHAPE shall have the right to all appropriate legal remedies, including equitable and injunctive relief, to prevent the unauthorized use or disclosure, and to such damages as are occasioned by such unauthorized use or disclosure.

8. Duration

The obligations under this agreement shall apply not only during the period of the contract, but shall remain in effect after contract cessation or termination.

Contractor Employee

(SIGNATURE) _____ (DATE) _____

[Insert Contractor Employee name, position and company]

SUPREME HEADQUARTERS ALLIED POWERS EUROPE

By: _____ (DATE) _____

[INSERT THE NAME OF THE CONTRACTING OFFICER]

Contracting Officer

SHAPE FINANCE AND ACQUISITION DIRECTORATE