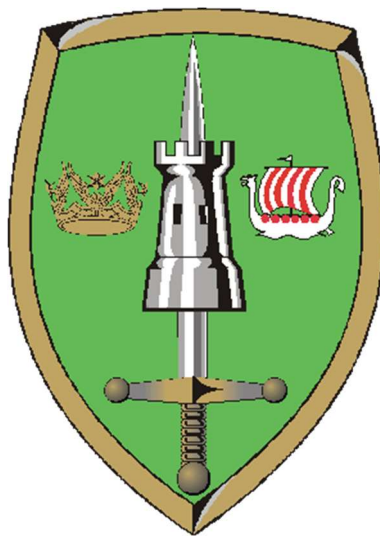


INVITATION FOR BID

IFB-BRU-25-02

**DATA INFORMATION AND REPORT GENERATION
AT HQ JFC BRUNSSUM,**

The Netherlands



COVER Letter

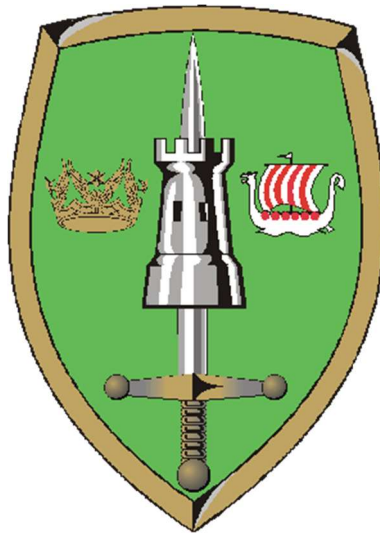
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Part III: Special Provisions (Pages 1-8)
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INVITATION FOR BID

IFB-BRU-25-02

**DATA INFORMATION AND REPORT GENERATION
AT HQ JFC BRUNSSUM,**

The Netherlands



PART I

BIDDING INSTRUCTIONS

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INVITATION FOR BID

IFB--BRU-25-02

DATA INFORMATION AND REPORT GENERATION

PART I – BIDDING INSTRUCTIONS

1. GENERAL

- 1.1 The purpose of this Invitation for Bid is to award a Firm Fixed Price Contract (FFP) contract for the work supplied in accordance with the solicitation for Data Information and Report Generation at HQ Joint Force Command Brunssum, The Netherlands (hereinafter referred to as HQ JFCBS).
- 1.2 The solicitation, evaluation and award processes will be conducted in accordance with the terms and conditions contained herein.
- 1.3 This Bid will not be subject to a public bid opening.
- 1.4 The security classification of this IFB is “NATO UNCLASSIFIED”. However the communications or exchanges may be in NATO Secret.

Bids closing date: 12 May 25 12:00h (CET). The estimated target date for contract award is 21 May 2025.

2. DEFINITIONS

- 2.1 The term “**Bidder**” as used herein refers to a firm, consortium, or joint venture that submits an offer in response to this solicitation.

The term “**Compliance**” as used herein means strict conformity to the requirements and standards specified in this Invitation for International Bidding.

The term “**Contractor**” refers to a firm of a participating country, which has signed a contract under which he will perform a service, manufacture a product, or carry out works for NATO.

The term “**Contracting Officer**” refers to the authority issuing the IFB and/or awarding the contract (HQ JFCBS).

The term “**Contracting Officer Technical Representative**” (COTR) refers to the person responsible for the execution of the contract on behalf of HA JFCBS, within the limitations of the appointment letter.

The term “**Statement of Work**” (hereinafter referred to as SOW) refers to the technical requirements defined by HQ JFCBS.

2.2 All times set in this IFB are Central European Time (CET).

3. ELIGIBILITY

- 3.1 This IFB is open to Governmental or Commercial entities:
- a) That originate and are chartered/incorporated within NATO-member nations,
 - b) that maintain a professionally active facility (office, factory, laboratory, etc.) within NATO-member nations or able to work within a NATO facility for clearance purposes or communicate within the security requirements found in the Statement of Work and or Special Provisions.
 - c) that provide the funding for the aforementioned requirement.

4. EXEMPTION FROM TAXES

According to the agreements (Article VIII of the Paris Protocol dated 28 August 1952, Article 151 of the COUNCIL DIRECTIVE 2006/112/EC dated 28 November 2006), goods and services under the contract are exempt from Valued Added Tax (VAT), 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.

5. AMENDMENT OR CANCELLATION OF IFB

- 5.1 HQ JFCBS reserves the right to amend or delete any one or more of the terms, conditions or provisions of this IFB prior to the date set for the Bid closing. An amendment or amendments to this IFB will announce such actions.
- 5.2 HQ JFCBS may cancel, suspend or withdraw for re-issue at a later date this IFB at any time prior to contract award. No legal liability on the part of the Contracting Officer

for payment of any sort shall arise and in no event will any bidder have cause for action against the Contracting Officer for the recovery of costs incurred in connection with preparation and submission of a Bid in response to this IFB.

6. ACKNOWLEDGEMENT OR RECEIPT AND INTENT TO BID.

Bidders who receive and who submit or intend to submit a response to this IFB are requested to express via email notification to the following Contracting Officers, Lieutenant Colonel Jose David Chico at JoseDavid.CHICOAITAN@jfcbs.nato.int and his alternate Mr. Mark Van Der Goorbergh Mark.VanDerGoorbergh@jfcbs.nato.int.

7. BIDDERS REQUEST FOR CLARIFICATION

- 7.1 Bidders, during the solicitation period, are encouraged to query and seek clarification of any matters of a contractual, administrative and technical nature pertaining to this IFB. All questions and requests for clarification must be submitted in writing via email to the contracting officer list in paragraph 7 above. Such questions shall be forwarded to him and shall arrive **not later than 29 April 2025 at 12:00 .m.** The Contracting Officer is under no obligation to answer questions submitted after this time.
- 7.2 Bidders are advised that subsequent questions and/or requests for clarification included in a Bid shall neither be answered nor considered for evaluation. Except as provided above, all questions will be answered by the Contracting Officer and the questions and answers (but not the identity of the questioner) will be issued in writing to all prospective bidders.
- 7.3 The published answers issued by e-mail by the Contracting Officer shall be regarded as the authoritative interpretation of the IFB. Amendment to the language of the IFB included in the answers shall be incorporated by the bidder in his offer.
- 7.4 Oral explanations or instructions will not be binding unless confirmed in writing by the Contracting Officer.

8. BID CLOSING DATE

- 8.1 All Bids shall be in the possession of the Contracting Officer, via email to Lieutenant Colonel Jose David Chico at JoseDavid.CHICOAITAN@jfcbs.nato.int and Mr. Mark Van der Goorbergh via email at Mark.VanDerGoorbergh@jfcbs.nato.int before **12 May 2025, 12.00 p.m** at which time and date bidding shall be closed.
- 8.2 **Extension of Bid closing date**
Any bidder may request directly to the HQ JFCBS Contracting Officer an extension of the Bid closing date. However, the request must reach the Contracting Officer, in writing (email is acceptable), not later than 7 (seven) calendar days prior to the Bid closing date and must include a strong supporting justification for the request. Based on that, the Contracting Officer may, at his/her own discretion, grant all bidders with an extension of the Bid closing date.

9. BID VALIDITY

- 9.1 Bidders shall be bound by the term of their Bids from the Bid Closing Date, to 21 November 2025.
- 9.2 In order to comply with this requirement, the bidder shall complete the Certificate of Bid Validity set forth in Annex A-3. Bids offering less than the period of time referred to above for acceptance by the Contracting Officer may be determined to be non-compliant.
- 9.3 The contracting officer will endeavour to complete the evaluation and make an award within the period referred to above. However, should that period of time prove insufficient to render an award, the contracting officer reserves the right to request an extension of the period of validity.

Upon notification by the Contracting Officer of such a request for a time extension, the bidders shall have the right to:

- accept this extension of time in which case bidders shall be bound by the terms of their offer for the extended period of time and Certificate of Bid Validity extended accordingly; or
- refuse this extension of time and withdraw the Bid.

10. BID CONTENT

- 10.1 The bid shall address all the requirements requested in this IFB and completed Annexes. The Bid shall describe, as fully and clearly as possible, how the bidder intends to meet the requirements and satisfy the terms and conditions of the prospective contract.
- 10.2 Indications of compliance shall not absolve bidders from demonstrating in full their understanding of the requirements and the means by which they intend to meet them. For the determination of compliance, the detailed comments in the Bid form the decisive basis.
- 10.3 Bidding administrative and technical documents

a) Administrative Certificates (A-1-A-12)

The proposal must contain the following signed certifications, completed by the bidder (See templates Annexes A-1 through A-8 of these Bidding Instructions):

- A-1** Certificate of Legal Name of Bidder.
- A-2** Certificate of Independent Determination.
- A-3** Certificate of Bid Validity.
- A-4** Certificate of Exclusion of Taxes and Charges.
- A-5** Certificate of Compliance.
- A-6** Liability Declaration.

A-7 Certificate of Authorisation to perform.

A-8 Certificate of Absence of Claim or Litigation.

The Administrative Certificates must also contain the following certificates, which can be provided in national official language, with a brief translation in English:

A-9 Certificate from social security authorities stating bidder's fulfilment of social security contributions/obligations.

A-10 Certificate from national revenue authorities stating bidder's fulfilment of tax obligations.

A-11 Certificate from insurer stating bidder's fulfilment of suitable civil liability insurance (with indication of liabilities covered and limits and proof of payment).

A-12 List of Sub-Contractors (if any), specifying area of work, which the Bidder proposes to use for the performance of the contract.

If A-9 and A-10 are the same documents, please provide it once and make cross reference.

b) Technical information

T-1. The Bidder shall indicate at least one contract the Bidder has performed for another customer within the last five years, substantially similar in scope and magnitude to the requirements described in this solicitation. The Bidder shall use table T-1 Annex B "*Contract reference*" for this.

T-2. As requested in table T-2 Annex B "Proposal," the Bidder shall provide copies of its valid **security clearance** personnel for this contract and appropriate technical/descriptive information to determine whether the Bidder's proposed services, terms, and conditions comply with all the requirements of this IFB as stated in the statement of work, but not limited to the points below:

- Description of how services are delivered
- How delivered services meet the requirements as laid down in SOW
- Proposed Key Personnel and updated resumes.
- Proposed project plan.
- Explanation of Method of Working.
- Key deliverables.
- Quality Assurance and Quality Control

T-3. All documents provided must have the necessary information to validate that all technical requirements listed in Annex B table T-3, "Technical criteria requirements," are fulfilled.

JFCBS will evaluate the bid's Technical Information and determine whether it is subject to a pass or fail based on the information provided.

The "Bid Administrative and technical proposal" cannot contain price information. A Bid that fails to conform to this requirement may be declared non compliant and will not be evaluated further by HQ JFCBS.

10.4 Pricing proposal

P-1 Price Proposal. Bidders shall use the provided template of Annex C as main document, supplemented by own format(s) for submitting their price proposal keeping in mind that:

- a. Bidders shall exclude from their prices all taxes, duties and customs charges from which the HQ JFCBS has been exempted. All prices shall be in EURO.
- b. Bidders shall submit their price proposal as detailed in SOW.
- c. Only the "Price Proposal" can contain pricing information.

Only Pricing proposal can contain Price information. A Bid that fails to conform to the above requirements will be declared non-compliant and will not be evaluated further by HQ JFCBS.

11. SUBMISSION OF BID

- 11.1 The whole proposal shall be written in English.
- 11.2 Bids shall be submitted via email to Lieutenant Colonel Jose David Chico JoseDavid.CHICOAITAN@jfcbs.nato.int and Mr. Mark van der Goorbergh Mark.VanDerGoorbergh@jfcbs.nato.int.
- 11.3 The Bid shall be composed of:
 - a. **Administrative and technical documents**
 - Annexes A-1 to A-12
 - T-1 (use template "Contract reference" Annex B)
 - T-2 ("Description deliverables" Annex B)
 - T-3 ("Technical criteria requirements "Annex B)
 - b. **Price Proposal**
 - Price template + own format
- 11.4 Bidders are strongly recommended to account adequate time to properly complete the bid submission process and to include sufficient "contingency" time to address technical issues for resolution in the remote, unlucky event technical issues would occur.

12. LATE PROPOSALS

- 12.1 After the Bid Closing Date, the Contracting Officer will not allow Bidders to submit bids in response to this IFB late. Therefore, HQ JFCBS does not anticipate receiving late proposals for this IFB.

13. BID MODIFICATION AND WITHDRAWAL

- 13.1 After submission, a bidder may make changes to the submission by sending an electronic proposal in pdf format of a revised proposal until the Bid Closing Date. Email content and email subject shall clearly indicate this is a revised proposal which supersedes a previous submitted proposal.
- 13.2 A bidder may withdraw its bid to the date and time specified for the Bid Closing Date by notifying the Contracting Officer via email. Email content and email subject shall clearly indicate this withdrawal.

14. AMENDMENT OR CANCELLATION OF IFB

- 14.1 HQ JFC Brunssum reserves the right to amend or delete any one or more of the terms, conditions or provisions of the IFB prior to the date set for the bid closing. An amendment or amendments to this IFB shall announce such action;
- 14.2 HQ JFC Brunssum reserves the right to cancel, at any time, this IFB partially or in its entirety. No legal liability on the part of HQ JFC Brunssum 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.
- 14.3

15. BID EVALUATION

- 15.1 The evaluation of Bids will be made by a bid evaluation team solely on the basis of the requirements specified in this IFB.
- 15.2 The evaluation of Bids and the determination as to the compliance or technical adequacy of the supplies and services offered will be based on that information furnished by the Bidder and contained in his Bid. The Contracting Officer shall not be responsible for locating or securing any information that is not identified in the Bid.
- 15.3 Bids will be evaluated in accordance with the following process whose aim is to select the lowest technically compliant price by a bidder taking into consideration the following factors:
- a. Administrative Compliance.** Prior to the commencement of the Technical Evaluation, Bids will be reviewed for compliance with the Bid Submission Requirements. These are as follows:
- 1.- The Bid was received by the Bid Closing Date and Time by the Contracting Officer.
 - 2.- The Bid is complete (Contains a Technical Proposal, Past Performance & Administrative Certificates and Price Proposal)
 - 3.- The Bidder has submitted the required documents as described in paragraph 10 of this bidding instruction.

- b. Technical Compliance.** The contractor must provide proof of contracting reference by filling out table T-1, Annex B, *“Contract reference.”* It must also provide a **valid copy of its personnel security clearance involved in this contract** and technical/descriptive information according to the request in T2-, **Annex B, “Description deliverables”** Additionally, HQ JFCBS will employ the pass or fail criteria in selecting the successful Bidder (Table T-3 in Annex B below show the technical criteria to identify whether the contract is technically compliant).

If the bid evaluated provides proof of contracting reference by filling out Table T-1, provides a **valid copy of its personnel security clearance**, and obtains a “Pass” in all the technical criteria described in Table T-3, the bid will be evaluated further for the Price.

c. Price Evaluation.

The technically compliant offers will be ranked from the lowest price to the highest, and the purchase order awarded to the technically compliant lowest priced bid.

- 15.4 If it is discovered, during either the Technical or Price evaluation, that the Bidder has taken exception to the Terms and Conditions of the Prospective Contract, or has qualified and/or otherwise conditioned his offer on a modification or alteration of the Terms and Conditions or the language of the Statement of Requirement, the Bidder may be determined to have submitted a non-compliant bid.
- 15.5 During the evaluation, the Contracting Officer may request clarification of the Bid from the Bidder and the Bidder shall provide sufficient detailed information in connection with such requests as to permit the Contracting Officer to make a final determination based upon the facts. The purpose of such clarifications will be to resolve ambiguities in the bid and to permit the Bidder to state his intentions regarding certain statements contained therein. The Bidder is not permitted any cardinal alteration of the bid regarding technical matters and shall not make any change to its Price Proposal at any time.
- 15.6 Each BID will be evaluated individually. Separate bids will not have any influence on the evaluation of the other. Bids will be evaluated in accordance with the following process whose aim is to select the lowest technically compliant price by a bidder.

16. PRE – AWARD SURVEY

If after the Bid submission, one or more bidder(s) is/are considered for an award of a Contract; HQ JFCBS reserves the right to conduct a survey of the bidder(s) technical, financial and facility capabilities, to include contacting appropriate national/International authorities.

Bidders found responsible to have provided false documentation or information will be debarred and, therefore, denied from doing business with HQ JFCBS.

17. AWARD

JFCBS Contracting Officer and the FINCON will award the contract to the Bidder whose conforming proposal represents the lowest priced technically compliant solution for HQ JFCBS and demonstrates that the Bidder can fully accomplish the IFB requirements.

18. DEBRIEFING

- 18.1 Bidders are eligible to receive a written debriefing upon written request to the Contracting Officer within 5 (five) working days after the date on which the Bidders received notification of the final decision.
- 18.2 The debriefing will contain the NATO's evaluation of the significant weakness or deficiencies in the bidder's package.
- 18.3 The debriefing will not include point-by-point comparisons of the debriefed bidder's package with those of other bidders. Moreover the debriefing will not reveal any information prohibited from disclosure such as trade secrets, privileged or confidential processes/techniques and/or technical specifications, commercial and financial information that is privileged or confidential including cost breakdowns, profit, indirect cost rates and similar information, the name(s) of individual(s) providing reference information about a bidder's past performance, the name(s) of firms identified by JFCBS for contract award.

19. COMMUNICATION AND POINT OF CONTACT

The Contracting Officer points of contact for all information concerning this IFB are:
Lieutenant Colonel Jose David Chico Tel: +31 (0) 455264531 and email:
JoseDavid.CHICOAITAN@jfcbs.nato.int .

Alternate:

Mark Van Der Goorbergh Tel: +31 (0)45 526 3665 and email:
Mark.VanDerGoorbergh@jfcbs.nato.int

ANNEX A.- REQUIRED CERTIFICATIONS**A-1 CERTIFICATE OF LEGAL NAME OF BIDDER**

This Bid is prepared and submitted on behalf of the legal corporate entity specified below:

FULL NAME OF CORPORATION		
DIVISION (IF APPLICABLE)		
SUB DIVISION (IF APPLICABLE)		
OFFICIAL MAILING ADDRESS		
E-MAIL ADDRESS		
POINT OF CONTACT REGARDING THIS BID	NAME	
	POSITION	
	E-MAIL AND TELEPHONE	
ALTERNATIVE POINT OF CONTACT	NAME	
	POSITION	
	E-MAIL AND TELEPHONE	
DATE		
SIGNATURE OF AUTHORIZED REPRESENTATIVE	NAME AND TITLE	COMPANY

-2 CERTIFICATE OF INDEPENDENT DETERMINATION

1. Each bidder shall certify that in connection with this procurement:
 - a. This Bid has been arrived at independently, without consultation, communication or agreement, for the purpose of restricting competition, with any other bidder or with any competitor;
 - b. The contents of this bid have not been knowingly disclosed by the bidder and will not knowingly be disclosed by the bidder prior to award, directly or indirectly to any other bidder or to any competitor, and
 - c. No attempt has been made, or will be made by the bidder to induce any other person or firm to submit, or not to submit, a Bid for the purpose of restricting competition.
2. Each person signing this Bid shall also certify that he is the person in the bidder's organisation responsible within that organisation for the decision as to the bid and that he has not participated and will not participate in any action contrary to 1(a) through 1(c) above, or
 - a. They are not the person in the bidder's organisation responsible within that organisation for the bid but that they have been authorised in writing to act as agent for the persons responsible for such a decision in certifying that such persons have not participated, and will not participate in any action contrary to 1(a) through 1(c) above, and as their agent does hereby so certify, and
 - b. They have not participated and will not participate in any action contrary to 1(a) through 1(c) above.

DATE		
SIGNATURE OF AUTHORIZED REPRESENTATIVE	NAME AND TITLE	COMPANY

A-3 CERTIFICATE OF BID VALIDITY

I, the undersigned, as an authorised representative of the firm submitting this bid, do hereby certify that the pricing and all other aspects of our original offer as modified by our revised proposal will remain valid until dd/mm/yyyy.

DATE		
SIGNATURE OF AUTHORIZED REPRESENTATIVE	NAME AND TITLE	COMPANY

A-4 CERTIFICATE OF EXCLUSION OF TAXES AND CHARGES

I hereby certify that the prices offered in the price proposal of this bid exclude all taxes, duties and customs charges from which the Contracting Officer has been exempted by international agreement.

DATE		
SIGNATURE OF AUTHORIZED REPRESENTATIVE	NAME AND TITLE	COMPANY

A-5 CERTIFICATE OF COMPLIANCE

I hereby certify that the Bid submitted by Company is fully compliant with the requirements of the present IFIB.

This company foresees [no/some] ¹difficulty in obtaining acceptance of any prime contract terms and conditions which are required to be passed on to subcontractors by this IFIB. In case of such difficulties, this company intends to resolve these conflicts as follows:

DATE		
SIGNATURE OF AUTHORIZED REPRESENTATIVE	NAME AND TITLE	COMPANY

¹ Delete or strike through as appropriate

A-6 LIABILITY DECLARATION

1. HQ JFCBS shall not be liable for any direct and indirect, incidental, reliance, special, consequential or punitive damages (including, among other things, lost profits or revenue, disease, accidents causing injuries to any person or death during the performance of work or travel under this contract) sustained or incurred in connection with or arising out of this contract. The limitation of liability set forth herein shall apply regardless of the form of action, whether in contract, warranty, strict liability, tort (including, without limitation, negligence of any kind) or otherwise; and regardless of whether the other party has been advised of the possibility of such damages and whether such damages were foreseeable or not. The Contractor is responsible for arranging for necessary insurances when performing work or travel under this contract. In case of accident or disease, the Contractor shall arrange for qualified replacement personnel, as appropriate to ensure continuation and completion of the work within time specified under the contract.
2. The Contractor will strictly obey all Dutch national laws and orders in relation to working safety and health. Where the Contractor does not do so, the company is liable for all results relating to their worker's safety and health.
3. All expenses relating to work safety are the responsibility of the Contractor.
4. The Contractor declares that NATO and all staff of NATO have no liability in the event of an accident or occurrence resulting in the death or injury of a worker or subcontractors while employed by, or providing a service for NATO.

DATE		
SIGNATURE OF AUTHORIZED REPRESENTATIVE	NAME AND TITLE	COMPANY

A-7 CERTIFICATE OF AUTHORIZATION TO PERFORM

The Contractor warrants that the Contractor and his sub-contractors have been duly authorized to operate and do business in The Netherlands; that he and his sub-contractors have obtained all necessary licenses and permits required in connection with the contract; that he and the sub-contractors will fully comply with all the laws, decrees, labour standards and regulations of The Netherlands during the performance of this contract; and that no claim for additional moneys with respect to any authorisations to perform will be made upon HQ JFCBS.

DATE		
SIGNATURE OF AUTHORIZED REPRESENTATIVE	NAME AND TITLE	COMPANY

A-8 CERTIFICATE OF ABSENCE OF CLAIM OR LITIGATION

I hereby certify that the company I represent has no claims in excess of 250,000 € (or USD equivalent) filed against its or has not been involved in litigation claims in excess of 250,000 € (or USD equivalent) on ongoing and/or completed contracts of a similar nature and duration.

DATE		
SIGNATURE OF AUTHORIZED REPRESENTATIVE	NAME AND TITLE	COMPANY

A-9 CERTIFICATE FROM SOCIAL SECURITY AUTHORITIES

A-10 CERTIFICATE FROM NATIONAL REVENUE AUTHORITIES

A-11 CERTIFICATE FROM INSURER

A-12 LIST OF SUBCONTRACTORS (IF ANY)

TO BE PROVIDED BY BIDDER

ANNEX B.- TECHNICAL CRITERIA

T-1 Annex B “Contract reference”. Substantially similar in scope and magnitude to the requirements of this IFB.	
Starting date of contract	
End date of contract	
Value of contract	
Customer's name	
Customer's Point of Contact capable of providing Information giving name, telephone, fax numbers, e-mail	

Note: HQ JFCBS reserves the right to verify the validity of the information provided in **T-1 Annex B “Contract reference”**.

T-2 Annex B “Description deliverables”.
Copies of valid security clearances.
Description of : How services are delivered How delivered services meet the requirements as laid down in SOW Training Program Proposed Key Personnel and updated resumes. Proposed project plan. Explanation of Method of Working. Key deliverables. Quality Assurance and Quality Control.

T-3 Annex B “Technical requirements”	
a. The Contractor must meet the required technical criteria and demonstrate the following:	Pass/Fail (use for JFCBS ONLY)
<ul style="list-style-type: none"> Past Performance: The NATO evaluation team will review the past performance to ensure and validate the company’s historical work shows proof of capability for this requirement. Company will the indication of at least one contract the bidder has performed for another customer within the last five years, not smaller in scope and magnitude to the requirements described in this solicitation. 	
<ul style="list-style-type: none"> Military domain knowledge: <ul style="list-style-type: none"> NATO recognises 5 domains of military operations: air, land, maritime, space and cyber. Knowledge of all military domains must be demonstrated. NATO utilises the joint functions as a framework to integrate, synchronise and direct capabilities and activities. Knowledge of all joint functions must be demonstrated. NATO describes the operating environment in terms of the PMESII systems. An understanding of this approach must be demonstrated. 	
<ul style="list-style-type: none"> Appropriate technical expertise to run LLM powered pipelines. 	
<ul style="list-style-type: none"> Appropriate subject matter expertise to generate non-military data, align military data and review reports to ensure coherence with scenario documentation. 	

ANNEX C.- PRICE PROPOSAL

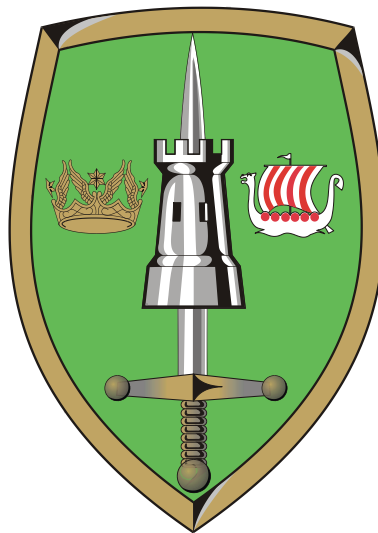
On behalf of (**Insert: Company Name**) please find the Price Proposal submitted in accordance with the terms and conditions stated in the bidding documents of IFB-BRU-25-02.

Line Item	Line Description	Cost/Line Item	Quantity	Total Cost
0001	Provision of support and consultancy: Generation in accordance to the Statement of Work.			

SIGNATURE OF AUTHORIZED REPRESENTATIVE	NAME AND TITLE	COMPANY	DATE
.....

Please use Price Proposal template IFB-BRU-25-02 attached in this IBID and supplement with own format.

**DATA INFORMATION AND REPORT GENERATION
AT JFCBS BRUNSSUM HQ,
NETHERLANDS
IFIB-BRU-25-02**



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GENERAL PROVISIONS

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PART II - GENERAL PROVISIONS

60-70.1 - CONTRACT ADMINISTRATION SECTION

60-70.101 DEFINITIONS

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

- a. **"HQ JFCBS"** means the Headquarters Allied Joint Force Command Brunssum.
- b. The **North Atlantic Treaty Organisation** is hereafter referred to as "NATO".
- c. **Contracting Officer** means the person who has an exclusive responsibility for the procurement of goods and services on behalf of the NATO body. He is responsible for ensuring effective contracting, compliance with procurement terms and conditions, and safeguarding the interests of HQ JFCBS in all its contractual relationships.
- d. **Contracting Officer Technical Representative (COTR)** means a person, generally appointed by the technical/receiving organisation, authorised in writing by the Contracting Officer to serve as their authorised representative, and to perform technical or administrative functions until their appointment is terminated by the Contracting Officer.
- e. The term **"days"** shall be interpreted as meaning calendar days.
- f. **"Contractor"** means the entity (firm or person) to whom the contract is awarded and on whose behalf duly authorised person shall execute it.
- g. **Purchase Order** means the contractual document used by NATO to order supplies and services.
- h. **Open-end Contract** means a contract for the provision, up to a maximum total value, of indefinite quantities of supplies or services for which the unit value is established in the contract.
- i. **Delivery/Task Order** means a delivery order placed against a previously awarded IDIQ Contract.
- j. **Calling Officer** means a staff member of NATO appointed in writing by the Contracting Officer to place Call-Orders.
- k. **Installation Safety Officer** means the staff member of NATO for the purpose of determining compliance with health protection, hygiene and safety regulations.

60-70.102 AUTHORITY

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

60-70.103 ORDER OF PRECEDENCE

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

- a. The Special Provisions, if any
- b. The General Provisions
- c. The Specifications/Statement of Requirements
- d. The Contractor's Bid or Proposal accepted by NATO
- e. Customary practices of the country where the contract is performed.

60-70.104 APPLICABLE LAW

1. Except as otherwise provided in this contract, this contract shall be governed, interpreted and construed in accordance with the laws of The Netherlands.
2. When performing at a NATO Installation the Contractor and his personnel (including also the Sub-contractor's personnel, if any) shall comply with all relevant officials NATO and local installation Directives and any applicable laws of the Host Nation.

60-70.105 CONTRACT EFFECTIVE DATE (CED)

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

60-70.106 INCONSISTENCY BETWEEN ENGLISH VERSION AND TRANSLATION OF CONTRACT

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

60-70.107 CONTRACT ADMINISTRATION AND COMMUNICATIONS

1. All notices and communications between the Contractor and NATO shall be written in English and addressed to the Contracting Officer, may be hand delivered, mailed, e-mailed or faxed.
2. Any discussion/negotiation between Contractor and NATO representatives shall be recorded in Minutes by the Contracting Officer or delegated representative. If there is a change in the contract terms and conditions, a written modification in line with the Bi-SC Dir 60-70 will be executed.

60-70.108 SECURITY

1. The Contractor shall comply with all security requirements prescribed by NATO and the National Security Authority or designated security agency of each NATO country in which the contract is performed.
2. The Contractor shall be responsible for the safeguarding of NATO classified information or any other information labelled sensitive, entrusted to it or generated by it in connection with the performance of the Contract. It undertakes not to pass on to anyone outside its staff information provided for the performance of the Contract, or any information or to use it for any purpose whatsoever. To this effect, all Contractor personnel shall be required to sign a non-disclosure statement.
3. Any known or suspected breaches of security or other matters of security significance shall be reported by the Contractor to the Contracting Officer.
4. The Contractor shall place the Sub-contractor, if any, under security obligations no less stringent than those applied to its own Contract.
5. The Contractor undertakes to provide the NATO Security office, through the Contracting Officer, with a Security Clearance Certificate on all its employees, before they take up their duties, using the form provided by that office.
6. The Contractor accepts to terminate immediately the duties at a NATO location of any employee whose presence is deemed undesirable by NATO on the same day that such notification is given by the Contracting Officer or NATO Security Officer, without NATO being required to state the reason. Furthermore, in no case may NATO be held responsible for the consequences of such a decision.

60-70.109 ACCESS CONTROL

Before commencing work on a NATO installation, the Contractor's personnel must be in possession of an access cards, and all his vehicles must display access permits. The request for these documents must be submitted to the Contracting Officer and the contractor should plan 15 days to obtain these. The access cards and permits remain valid for limited period and any renewal must be requested 15 days before expiration. Time lost due to the failure of the Contractor to request in a timely manner access cards and access permits will not entitle him

to a claim for lost time or for an extension of the completion date for the performance of the Contract.

60-70.110 NATO FURNISHED PROPERTY

1. The term "NATO Furnished Property" as used in this clause refers to items of equipment, material or property furnished by NATO to the Contractor which shall be subject to overhaul, repair, test, embodiment or other work as specified in the Contract to be performed by the Contractor.
2. NATO shall deliver to the Contractor, for use only in connection with this contract, the property described in the contract (hereinafter referred to as "furnished property"), at the times and locations stated therein. If NATO furnished property suitable for its intended use, is not so delivered to the Contractor, the Contracting Officer shall, upon timely written request made by the Contractor and if the facts warrant such action, equitably adjust any affected provision of this contract.
3. Title to NATO furnished property shall remain vested, in NATO. The Contractor shall maintain adequate property control records of NATO furnished property in accordance with sound industrial practice.
4. Unless otherwise provided in this contract, the Contractor, upon delivery to him of any NATO furnished property shall assume the risk of, and shall be responsible for, any loss thereof, or damage thereto, except for reasonable wear and tear, and except to the extent that such property is consumed in the performance of this contract.
5. The Contractor, upon completion of this contract, shall prepare for shipment, Deliver Duty Unpaid (DDU), of all NATO furnished property not consumed in the performance of this contract as directed by the Contracting Officer.
6. The Contractor shall not modify any NATO furnished property unless specifically authorised by the Contracting Officer or directed by the terms of the contracts.

60-70.111 OPTION

1. NATO shall have the right to exercise any or all of the options, in whole or in part, at the firm fixed prices and at the conditions set forth in the contract. Options are exercised in writing by the Contracting Officer at least 15 days before the expiration of the contract.
2. The options may be exercised by NATO either as a modification to the initial contract or as a separate contract, incorporating all applicable terms and conditions.

60-70.112 CHANGES

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

2. If any such change causes an increase or decrease in the cost of, or the time required for the performance of any part of the work under this contract, a negotiated adjustment shall be made in the contract price or delivery schedule, or both, and the contract shall be modified in writing accordingly.
3. Failure to agree to any adjustment shall be a dispute concerning a question of fact within the meaning of the clause of this contract entitled "Disputes". However, nothing in this clause shall excuse the Contractor from proceeding with the contract as changed.

60-70.2 – CONTRACTOR SECTION

60-70.201 CONTRACTOR RESPONSIBILITY

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

60-70.202 SUB-CONTRACTS

1. The Contractor may place, and shall be responsible for, the administration and performance of all sub-contracts that it deems necessary to meet the requirements of this Contract in full. The Contractor shall apply to the Contracting Officer for approval before sub-contracting any part of the work, being such approval pending the presentation of the same documentation, related to the Sub-contractor's personnel to be employed at NATO, as stated in the Clause titled "EMPLOYEES" herein.
2. Even if a sub-contract is placed, the Contractor remains responsible to NATO for all obligations it assumes under this contract.
3. Sub-contractors shall be limited to persons and firms of member nations of NATO, unless specifically authorised by the appropriate NATO Authority through the Contracting Officer.
4. The Sub-contractor, if any, shall procure all permits and licenses necessary for the execution of the Contract, at no cost to NATO.

60-70.203 WORKING HOURS

1. The work shall be performed on weekdays in accordance with the official working hours of NATO. The Contractor shall obtain from the Contracting Officer the list of the NATO holidays during the period of performance for the contract.
2. Special requests shall be made to the Contracting Officer for permission to work outside normal NATO working hours or on NATO holidays. Start times and planning of various stages of the work shall be coordinated with the Contracting Officer and these times shall be adhered to.
3. Exceptionally, the Contractor accepts that NATO may have a requirement that work be performed outside the normal working hours. The financial compensation, if any, shall be mutually agreed between the Contractor and the Contracting Officer.

4. Working hours depend on the scope of the contract and the country where the service or delivery is made. Specific conditions are referenced in Part III – Special Provisions.

60-70.204 IMPLEMENTATION SCHEDULE

1. For all works or projects stipulated in the Contract or the Call-Order, the Contractor shall submit prior to commencing any works and for approval by the Contracting Officer, a practicable planning and implementation schedule. The schedule shall show as a minimum the supply phase, the construction phase, and the test and acceptance phase. The construction phase shall show the major construction activities. The date to begin and end the phases and activities must be clearly indicated. The schedule shall be in the form of a progress chart of suitable scale to indicate appropriately the progress of work at any given time. The contractor shall enter on the chart the actual progress at such intervals as directed by the Contracting, and shall immediately deliver to the Contracting Officer three copies thereof.
2. If the contractor falls behind a previously agreed progress schedule, the contractor shall take such steps as are necessary to improve his progress. Also, the Contracting Officer may require him to increase the number of shifts, overtime operations, days of work, or the amount of construction plant, or all of them, and to submit for approval such supplementary schedule or schedules in chart form as may be deemed necessary to demonstrate the manner in which the agreed rate of progress will be regained; all at no additional cost to NATO.
3. Failure of the contractor to comply with the above may result in the termination for default of the relevant works or project by the Contracting Officer on the grounds that the contractor is not executing the work with such diligence as will ensure completion within the time specified in the contract or the Call Order. The Contracting Officer may then exercise his right to have the project completed by a third party and the additional cost and damages thereof charged to the Contractor.

60-70.205 CONTRACTOR PERSONNEL

1. The contractor shall provide and pay, as required, qualified personnel as needed for the proper performance of the services required under this contract; he shall strictly comply with all Host Nation Labour Laws, tariffs and social security and other regulations applicable to the employment of his personnel.
2. Privileges and Immunities granted to NATO personnel are an exclusive right and as such not transferable to the Contractor and his employees. This includes the right to access and use the facilities managed and/or operated by NATO's Community Services.
3. The Contractor's status shall be that of an independent Contractor and it is expressly understood that neither the Contractor (and its personnel) nor Sub-contractors shall be considered in any respect as being employees, servants or agents of NATO
4. NATO will not give any directives to the Contractor's personnel for any matter under this Contract other than safety and security instructions.

60-70.206 CONTRACTOR EQUIPMENT

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

60-70.207 CORRUPTION AND ILLICIT GRATUITIES

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

60-70.208 RELEASE OF NEWS/INFORMATION

1. No news release (including photographs and films, public announcements or denial or confirmation of same or interviews with news media representatives) on any part of the subject matter of this Contract or any phase of any programme hereunder shall be made without prior written approval by the Contracting Officer.
2. Furthermore the Contractor shall, in no other manner whatsoever use the name, emblem or official seal of NATO and/or any NATO Headquarters in connection with its business or otherwise.

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

The Contractor warrants that it and its sub-contractors have been duly authorized to provide the required services and do business in the country or countries in which this contract is to be performed. That it and its sub-contractors have obtained or will obtain all necessary licenses and permits required in connection with the contract. That it and its sub-contractors will fully comply with all the laws, decrees, labour standards and regulations of such country or countries during the performance of this contract. And that no claim for additional monies with respect to any authorisations to perform will be made upon NATO.

60-70.302 PROTECTION AND INDEMNIFICATION

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

60-70.303 HEALTH, SAFETY AND ACCIDENT PREVENTION

1. Except as otherwise provided in this contract, this contract shall be governed, interpreted and construed in accordance with the laws of The Netherlands.
2. If the Contracting Officer notifies the Contractor in writing of any non-compliance in the performance of this Contract, with regard to health, safety and accident prevention laws and regulations and the Contractor fails to take immediate corrective action, then the 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.
3. At any time, NATO Safety Officer and Host Nation labour inspection authorities will be entitled to inspect any Contractor's activities in order to guarantee that this clause is enforced.

60-70.304 SAFETY, TESTS AND INSPECTIONS

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

60-70.305 INSURANCE

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

60-70.306 MAINTENANCE OF NATO PREMISES

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

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

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

60-70.402 PRICES, TAXES AND CUSTOMS CHARGES

1. Unless otherwise indicated in the contract, all prices are firm and fixed, except for taxes and custom charges, if due.
2. NATO by virtue of his status is exempt from all taxes and all customs charges on merchandises and services. The Contractor, therefore, certifies that the prices stipulated in this contract do not include amounts to cover such taxes or customs charges.

60-70.403 INVOICES

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

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

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

60-70.404 PAYMENTS

1. Payment for all supplies and services shall be made within 30 (thirty) calendar days after receipt of properly supported and acceptable invoices submitted upon completion of delivery or of the works, inspection and acceptance.
2. No payment shall be made with respect to undelivered supplies, work not performed and/or services not rendered under this Contract.
3. Payment will be effected in the currency or currencies of the Contract.

4. NATO shall not bear any cost related to financial guarantees, which the Contractor is required to provide under this Contract.

60-70.405 ADVANCE PAYMENTS - Not applicable

1. Except as otherwise provided in the contract the Contracting Officer may authorize an advance payment not exceeding thirty (30) percent of the total contract value on the condition that the contractor establishes an equivalent Bank Guarantee in favour of NATO.
2. The Bank Guarantee may be in the form of a certified cheque, cashier's cheque, irrevocable letter of credit, or such other financial instrument issued by a Host Nation banking institution governed by Host Nation legislation and acceptable to the Contracting Officer. Limited or automatically terminated bank guarantees are not acceptable.
3. A copy of the Bank Guarantee will be attached to the invoice presented for payment under this clause.
4. The Contractor will extend the validity of the Bank Guarantee until the date of Final Acceptance, at which time this collateral will be released.

60-70.5 – RECEIVING SECTION

60-70.501 INSPECTION

1. Unless otherwise specifically provided for in the specifications, all equipment, materials and articles incorporated in the work covered by this contract are to be new and of the most suitable grade of their respective kinds for the purposes intended.
2. All supplies (which terms throughout this clause includes without limitation raw materials, components, intermediate assemblies, and end products) shall be subject to inspection and test by NATO, to the extent practicable at all times and places including the period of manufacture, and in any event prior to acceptance.
3. In case any supplies are defective in material or workmanship or otherwise not in conformity with the requirements of this contract, NATO shall have the right either to reject them (with or without instructions as to their disposition) or to require their correction or to accept them against reduction in price, which is equitable under the circumstances.
4. If any inspection or test is made by NATO on the premises of the Contractor, the Contractor without additional charge shall provide all reasonable facilities and assistance to NATO inspectors in the performance of their duties. If NATO inspection or test is made at a point other than the premises of the Contractor, it shall be at the expense of NATO except as otherwise provided in this contract. In case of rejection NATO shall not be liable for any reduction in value of samples used in connection with such inspection or test. NATO reserves the right to charge to the Contractor any additional cost of NATO inspection and test when supplies are not ready at the time such inspection, when test is requested by

Contractor or when reinspection or retest is necessitated by prior rejection. Failure to inspect supplies shall neither relieve the Contractor from responsibility for such supplies, as are not in accordance with the contract requirements nor impose liability on NATO therefore.

5. The inspection and test by NATO of any supplies does not relieve the Contractor from any responsibility regarding defects or other failures to meet the contract requirements, which may be discovered prior to acceptance. Except as otherwise provided in the contract, acceptance shall be conclusive except as regards latent defects, hidden deficiencies, fraud, or such gross mistakes as amount to fraud.

60-70.502 MARKING AND LABELLING

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

60-70.503 NOTICE OF SHIPMENT

1. At the time of delivery of any supplies to a carrier for transportation, the Contractor shall give notice of shipment to the Contracting Officer and to the Receiving Activity.
2. The following information shall be included in such notification:
 - a. Contract Number
 - b. Shipping address
 - c. From: (Name and complete address of consignor)
 - d. To: (Name and complete address of consignee)
 - e. Listing of supplies by Contract Items(s)
 - f. Number of and marking on packages(s)
 - g. Weight and dimensions of packages(s)
 - h. Name and address of Carrier, mode and date of shipment with waybill number,
 - i. Customs documents required by Contractor (if applicable).

60-70.504 TITLE TO PROPERTY AND RISK OF LOSS

1. All supplies are Delivered Duty Paid [DDP] destination specified Part III in accordance with INCOTERMS 2010.
2. Unless this contract specifically provides for earlier passage of title, title to property of the supplies covered by this contract shall pass to NATO upon formal acceptance, regardless of when or where NATO takes physical possession. Unless this contract specifically provides otherwise, risk of loss or of damage to supplies covered by this contract shall remain with the Contractor until, and shall pass to NATO upon acceptance by NATO or delivery of the supplies to NATO at the destination specified in this contract, whichever is later, if transportation is Delivered Duty Paid [DDP].

3. Notwithstanding [2.] above, the risk of loss of or damage to supplies which so fail to conform to the contract as to give a right of rejection shall remain with the Contractor until cure or acceptance, at which time [2.] above shall apply.
4. Notwithstanding [2] above, the Contractor shall not be liable for loss of or damage to supplies caused by the negligence of officers, agents or employees of NATO acting within the scope of their employment.

60-70.505 ACCEPTANCE

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

60-70.506 WARRANTY

1. Notwithstanding inspection and acceptance by NATO of supplies furnished under the contract or any provision of this contract concerning the conclusiveness thereof, the Contractor warrants that for a period of Twenty-four (24) months or whichever longer period provided by the manufacturer or relevant Host Nation law following the date of acceptance:
 - a. All supplies furnished under this contract will be free from defects in material or workmanship and will conform to the specifications and all other requirements of this contract; and
 - b. The preservation, packaging, packing and marking and the preparation for and method of shipment of such supplies will conform to the requirements of this contract.
2. The Contracting Officer shall give written notice to the Contractor of any breach of the warranties in paragraph 1.a. of this clause within seven (7) days after discovery of any defect.
3. Within a reasonable time after such notice, the Contracting Officer may either:

- a. By written notice require the prompt correction or replacement of any supplies or part thereof (including preservation, packaging, packing and marking) that do not conform to requirements of this contract within the meaning of paragraph 1.a. of this clause; or
 - b. Retain such supplies, whereupon the contract price thereof shall be reduced by an amount equitable under the circumstances and the Contractor shall promptly make appropriate payment.
4. When return, correction or replacement is required, the Contracting Officer shall return the supplies and transportation charges and responsibility for such supplies while in transit shall be borne by the Contractor. However, the Contractor's liability for such transportation charges shall not exceed an amount equal to the cost of transportation by the usual commercial method of shipment between the designated destination point under this contract and the Contractor's plant and return.
5. If the Contractor does not agree as to his responsibility to correct or replace the supplies delivered, he shall nevertheless proceed in accordance with the written request issued by the Contracting Officer to correct or replace the defective or nonconforming supplies. In the event it is later determined that such supplies were not defective or nonconforming within the provisions of this clause, the contract price will be equitably adjusted. Failure to agree to such an equitable adjustment of price shall be a dispute concerning a question of fact within the meaning of the clause of this contract entitled "Dispute".
6. Any supplies or parts thereof furnished in replacement pursuant to this clause shall also be subject to all the provisions of this clause to the same extent as supplies initially delivered. Corrected parts will be warranted for a period not less than six (6) months starting at the time the part is received back at the user's location.
7. In case of a provisional acceptance the warranty period starts at the date of provisional acceptance and ends twelve (12) months after the date of final acceptance.
8. Failure to agree upon any determination to be made under this clause shall be a dispute concerning a question of fact within the meaning of the "Disputes" clause of this contract.
9. The rights and remedies of NATO provided in this clause are in addition to and do not limit any rights afforded to NATO by any other clause of the contract.

60-70.507 SERVICE AND PARTS AVAILABILITY

Unless as specified otherwise in the technical Specifications, the Contractor will maintain and furnish a source of an adequate supply of services, components, spare parts and sub-assemblies to properly maintain the supplies for a minimum of five (5) years from Contract Effective Date.

60-70.508 VARIATION IN QUANTITY

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

60-70.6 – PERFORMANCE SECTION

60-70.601 DISPUTES

1. All disputes arising out of the performance of this contract will be settled through amicable settlement between the Contracting Officer and the Contractor.
2. Should the contracting officer and the contractor [the parties] fail to come to an amiable settlement of the dispute, the dispute will be settled in accordance with the law of the Netherlands. All disputes and claims arising out of or related to this contract shall be subject to the exclusive jurisdiction of the Netherlands Courts to which the parties irrevocably submit. The preferred forum shall be the Netherlands specialised business court [companies and business court]. The aforementioned court may utilise alternative dispute resolution where agreed between the parties. Otherwise the aforementioned court shall follow a formal litigation process in accordance with the law of the Netherlands.

60-70.602 NATO DELAY OF WORK

1. If the performance of all or any part of the work is delayed or interrupted by an act of the Contracting Officer in the administration of this contract, which act is not expressly or implicitly authorized by this contract, or by his failure to act within the time specified in this contract (or within a reasonable time if no time is specified), an adjustment shall be made for any increase in the cost of performance of this contract caused by such delay or interruption and the contract modified in writing accordingly. Adjustment shall be made also in the delivery or performance dates and any other contractual provision affected by such delay or interruption. However, no adjustment shall be made under this clause for any delay or interruption (i) to the extent that performance would have been delayed or interrupted by any other cause, including the fault or negligence of the Contractor; or (ii) for which an adjustment is provided or excluded under any other provision of this contract.
2. No claim under this clause shall be allowed (i) for any costs incurred more than twenty (20) days before the Contractor shall have notified the Contracting Officer in writing of the act or failure to act; and (ii) unless the claim in an amount stated, is asserted in writing as soon as practicable after the termination of such delay or interruption, but not later than the date of final payment under the contract.
3. No claim under this clause shall be allowed for any delay resulting from the restriction of access to NATO facilities as a consequence of the conduct of security or safety exercises provided that such restrictive measures do not exceed five (5) working days over a year period, and that the access restrictions are notified by the Contracting Officer, in writing, to the Contractor at least seven (7) days prior to their implementation.

60-70.603 LIQUIDATED DAMAGES

In lieu of actual damage the Contractor shall pay to NATO as fixed, agreed, and liquidated damages for each calendar day of delay, 0.1% of the total contract price, less handling, transportation and taxes, to a maximum of 10% of the contract price. Alternatively, NATO may terminate this contract in whole or in part as provided in paragraph (a) of the Default Clause and in that event the Contractor shall be liable, in addition to the excess costs provided in paragraph (b) of the Default Clause, for such liquidated damages accruing until such time as NATO may reasonably obtain delivery or performance of similar supplies or services. The Contractor shall not be charged with liquidated damages when the delay arises out of causes beyond the control and without the fault or negligence of the Contractor, as defined in paragraph (c) of the Default clause and in such event, subject to the Disputes clause, the Contracting Officer shall ascertain the facts and extent of the delay and shall extend the time for performance of the contract when in his judgement the findings of fact justify an extension.

60-70.604 TERMINATION FOR CONVENIENCE

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

- f. Complete performance of such part of the work as shall not have been terminated by the Notice of Termination.
3. After receipt of a Notice of Termination, the Contractor shall submit to the Contracting Officer his termination claim, in the form and with certification prescribed by the Contracting Officer. Such claim shall be submitted promptly but in no event later than ninety (90) days from the effective date of termination. Upon failure of the Contractor to submit his termination claim within the time allowed, the Contracting Officer may determine, on the basis of information available to him, the amount, if any due to the Contractor by reason of the termination and shall thereupon pay to the Contractor the amount so determined.
4. Subject to the provisions of paragraph c., the Contractor and the Contracting Officer may agree upon the whole or any part of the amount or amounts to be paid to the Contractor by reason of the total or partial termination of work pursuant to this clause, which amount or amounts may include a reasonable allowance for profit on work done; provided that such agreed amount or amounts exclusive of settlement costs shall not exceed the total contract price as reduced by the amount of payments otherwise made and as further reduced by the contract price of work not terminated.
5. In the event of the failure of the Contractor and the Contracting Officer to agree as provided in paragraph d. upon the whole amount to be paid to Contractor by reason of the termination of work pursuant to this clause, the Contracting Officer shall pay to the Contractor the amounts determined by the Contracting Officer.
6. Unless otherwise provided for in this contract, or by applicable statute, the Contractor, from the effective date of termination and for a period of three years after final settlement under this contract, shall preserve and make available to NATO at all reasonable times at the office of the Contractor but without direct charge to NATO, all his books, records, documents and other evidence bearing on the costs and expenses of the Contractor under this contract and relating to the work terminated hereunder, or to the extent approved by the Contracting Officer, photographs, micro-photographs, or other authenticated reproductions thereof.

60-70.605 TERMINATION FOR DEFAULT

1. NATO may by written notice of default to the Contractor, terminate the whole or any part of this contract in any one of the following circumstances:
 - a. If the Contractor fails to make delivery of the supplies or to perform the services within the time specified herein or any extension thereof; or
 - b. If the Contractor fails to perform any of the other provisions of this contract, or so fails to make progress as to endanger performance of this contract in accordance with its terms and in either of these two circumstances does not cure such failure within a period of ten (10) days (or such longer period as the Contracting Officer may authorise in writing) after receipt of notice from the Contracting Officer specifying such failure.

2. In the event NATO terminates this contract in whole or in part as provided in paragraph a. of this clause, NATO may procure supplies or services similar to those so terminated and the Contractor shall be liable to NATO for any excess costs for such similar supplies or services. The Contractor shall continue the performance of this contract to the extent not terminated under the provisions of this clause.
3. The Contractor shall not be liable for any excess costs if the failure to perform the contract arises out of causes beyond the control and without the fault or gross negligence of the contractor.
4. If this contract is terminated as provided in paragraph a. of this clause, NATO, in addition to any other rights provided in the clause, may require the Contractor to transfer title and deliver to NATO in the manner and to the extent directed by the Contracting Officer:
 - a. Any completed supplies and
 - b. Such partially completed supplies and materials, parts, tools, dies, jigs, fixtures, plans, drawings, information and contract rights (hereinafter called "manufacturing materials") as the Contractor has specifically produced or specifically acquired for the performance of such part of this contract as has been terminated; and the Contractor shall, upon direction of the Contracting Officer, protect and preserve property in the possession of the Contractor in which NATO has an interest. Payment for completed supplies delivered to and accepted by NATO shall be at the contract price. Payment for manufacturing materials delivered to and accepted by NATO and for the protection and preservation of property shall be in an amount agreed upon by the Contractor and Contracting Officer; failure to agree such amount shall be a dispute concerning a question of fact within the meaning of the clause of this contract entitled "Disputes". NATO may withhold from amounts otherwise due the Contractor for such completed supplies or manufacturing materials such sum as the Contracting Officer determines to be necessary to protect NATO against loss because of outstanding liens or claims of former lien holders.
5. If, after notice of termination of this contract under the provisions of this clause, it is determined for any reason that the Contractor was not in default under the provisions of this clause, or that the default was excusable under the provisions of this clause, the rights and obligations of the parties shall, if the contract contains a clause providing for termination for convenience of NATO, be the same as if the notice of termination had been issued pursuant to such clause. If, after such notice of termination of this contract under the provisions of this clause, it is determined for any reason that the Contractor was not in default under the provisions of this clause, and if this contract does not contain a clause providing for termination for convenience of NATO the contract shall be equitably adjusted to compensate for such termination and the contract modified accordingly; failure to agree to any such adjustment shall be a dispute concerning a question of fact within the meaning of the clause of this contract entitled "Disputes".
6. Both parties are under duty of good faith. The contract includes not only the specific terms, but also law and customary practice applicable in the place where the contract is to be carried out and to the Type of Trade to which the contract relates.

60-70.606 SPECIAL TERMINATION CLAUSE

1. If at any time while this Contract is in force either party find itself in one of the following situation:
 - a. Death, supervened incapacity or extinction of its legal entity;
 - b. Declaration of bankruptcy, reorganisation of debts, take over by a trusty, or any other legal status implying lack of capacity to enter new financial liabilities,
 - c. Change of activity in such a manner that it becomes incompatible with the purpose of this Contract.
2. Then the other party shall be entitled to terminate this Contract upon giving written notice of termination under the provisions of this clause to the other party. Such termination shall not be considered as termination for convenience and shall be effective on the date stated on the notice of termination.

60-70.607 CONTRACTOR NOTICE OF DELAY

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

60-70.608 STOP WORK ORDER

1. The Contracting Officer may, at any time, by written order to the Contractor, require the Contractor to stop all, or any part, of the work called for by this contract for a period of ninety (90) days after the order is delivered to the Contractor and for any further period to which the parties may agree. Any such order shall be specifically identified as Stop Work Order issued pursuant to this clause. Upon receipt of such an order, the Contractor shall forthwith comply with its terms and take all reasonable steps to minimize the incurrence of costs allocable to the work covered by the order during the period of work stoppage. Within a period of ninety (90) days after a stop work order is delivered to the Contractor, or within any extension of the period to which the parties shall have agreed, the Contracting Officer shall either:
 - a. Cancel the stop work order, or
 - b. Terminate the work covered by such order as provided in the "Termination for Convenience" clause of this contract.
2. If a stop work order issued under this clause is cancelled, or the period of the order or any extension thereof expires, the Contractor shall resume work. An equitable adjustment shall be made in the delivery schedule or contract price, or both, and the contract shall be modified in writing accordingly, if:

- a. The stop work order results in an increase in time required for, or in the Contractor's cost properly allowable to, the performance of any part of this contract and
 - b. The Contractor asserts a claim for such adjustment within thirty (30) days after the end of the period of work stoppage; provided that, if the Contracting Officer decides the facts justify such action, he may receive and act upon any such claim asserted at any time prior to final payment under this contract.
1. If a stop work order is not cancelled and the work covered by such order is terminated for the convenience of NATO the reasonable costs resulting from the stop work order shall be allowed in arriving at the termination settlement.

60-70.7 – COPYRIGHT SECTION

60-70.701 SOFTWARE RELEASES AND UPDATES

1. All software implemented on or delivered with the supplies shall be at the start of acceptance, the most recent versions or releases as available on the commercial market.
2. The Contractor shall for duration of minimum five (5) years after acceptance, and upon their availability, offer to NATO all software changes, fixes and new releases. These shall be offered at no cost when they are offered free of charge on the commercial market.

60-70.702 RIGHTS IN TECHNICAL DATA AND COMPUTER SOFTWARE

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

60-70.703 TECHNICAL BROCHURES AND MAINTENANCE PLANNING

The contractor shall provide 2 sets, (1 in English and 1 in Dutch) of the technical specifications and maintenance programmes (compatible with NATO Planned Preventive Maintenance) for any installed equipment. These documents shall be submitted with the as-built drawings, or to a previously agreed schedule.

60-70.704 NOTICE AND ASSISTANCE REGARDING PATENT AND COPYRIGHT INFRINGEMENT

1. The Contractor shall report to the Contracting Officer, promptly and in reasonable written detail, each notice or claim of patent or copyright infringement based on the performance of this contract of which the Contractor has knowledge.
2. In the event of any claim or suit against NATO on account of any alleged patent or copyright infringement arising out of the performance of this contract or out of the use of any supplies furnished or work or services performed hereunder, the Contractor shall furnish to NATO, when requested by the Contracting Officer, all evidence and information in possession of the Contractor pertaining to such suit or claim. Such evidence and information shall be furnished at the expense of NATO except where the Contractor has agreed to indemnify NATO.
3. This clause shall be included in all sub-contracts.

60-70.705 PATENT INDEMNITY

The Contractor shall indemnify NATO and its officers, agents and employees against liability, including costs, for infringement of any letters patent (except letters patent issued upon an application which is now or may hereafter be kept secret or otherwise withheld from issue by order of the government which issued the letters patent) arising out of the manufacture or delivery of supplies under this contract, or out of the use or disposal by or for the account of NATO of such supplies. The foregoing indemnity shall not apply unless the Contractor shall have been informed as soon as practicable by NATO of the suit or action alleging such infringement and shall have been given such opportunity as is afforded by applicable laws, rules, or regulations to participate in the defence thereof; and further, such indemnity shall not apply to:

- a. An infringement resulting from compliance with specific written instructions of the Contracting Officer directing a change in the supplies to be delivered or in the materials or equipment to be used or directing a manner of performance of the Contract not normally used by the Contractor;
- b. An infringement resulting from an addition to, or change in, such supplies or components furnished which addition or change was made subsequent to delivery or performance by the Contractor; or
- c. A claimed infringement, which is settled without the consent of the Contractor, unless required by a court of competent jurisdiction.

60-70.8 – CONSTRUCTION SECTION**60-70.801 PERFORMANCE BONDS– Not applicable**

If the Contracts foresee that the contractor deposits with NATO a Performance Bond this shall be a bank Guarantee in the form of a certified cheque, cashier's cheque, irrevocable letter of credit, or such other financial instrument issued by a banking institution governed by Host Nation legislation and acceptable to the Contracting Officer. Limited or automatically terminated bank guarantees are not acceptable.

60-70.802 COMMENCEMENT, EXECUTION AND COMPLETION OF WORK– Not applicable

1. Unless the dates and the implementation schedule for the execution of the contract are set in the Contract, the contractor will commence work within 30 working days after the date of his acceptance of the contract, or, in case of an Open-end Contract after receipt of an Order to execute the requested work. The contractor will complete the entire work, ready for acceptance and use, within one calendar year.
2. The time for completion of the work shall include final clean-up of the site.
3. The contractor shall report in writing to the Contracting Officer any weather inclemency which may preclude the continuation of work in accordance with the Host Nation requirements. The final date of the works completion shall be corrected in accordance with the provisions of that document.

60-70.803 ON-SITE UTILITIES

1. Electricity shall be supplied by the local NATO Body for the duration of the work. The Contractor shall supply electric power cables and temporary distribution boards to the work areas at own expense. All connections to electrical distribution boards shall be made by the local NATO Body after a 10 days notice. There will be no charge to the Contractor for this connection service. If the distribution board has insufficient capacity (physical size or current), the Contractor shall propose a temporary board, to be supplied, fitted and removed upon completion of the work by the Contractor.
2. If an interruption of utilities is necessary, for any reason, the Contractor shall request written approval at least ten (10) working days prior to the desired interruption. The time and duration of an interruption shall be coordinated with the Contracting Officer or his designated representative.

60-70.804 STORAGE

The storage of the Contractor's tools, equipment and material shall be the Contractor's responsibility and shall be confined to a designated area. Access to this area is possible only during working days and normal working hours, unless coordinated with the Contracting Officer. The Contractor remains sole responsible for the security of his stored equipment and supplies.

60-70.805 SITE PROTECTION

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

60-70.806 WORKS AND VARIATIONS

No excavation, penetration, drilling, etc. will be started by the Contractor without a formal permit from the Contracting Officer.

- a. For all works the Contractor shall, prior to performing any excavation, penetration, drilling, etc. Request and obtain from the Contracting Officer the location of any known existing buried utilities, such as cables, piping, or communication lines. Additionally, prior to any such work, a metal, cable or water-detecting device shall be used to confirm the route of the buried services.
- b. Hand excavation methods will be used in the vicinity of known existing services to ensure protection and care of the existing utility lines. Any unknown cable, pipe or fittings exposed by the contractor during excavation work shall be brought to the Contracting Officer's attention and if directed by the Contracting Officer registered in the as-built drawings.
- c. At any time, the contractor is to point out to the Contracting Officer any omissions or inaccuracies he encounters before or during the execution of the works. If the contractor wishes to offer an alternative solution to any problem, he may submit any additions, subtractions or alternative solutions to the Contracting Officer. A contract modification or a supplementary call order may then be issued to cover any amendments as applicable.

60-70.807 NATO PROVIDED DRAWINGS (NOT APPLICABLE)

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

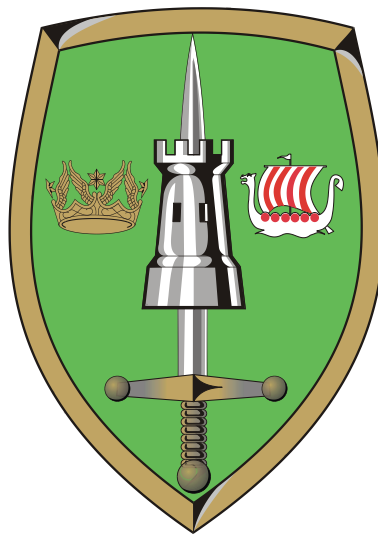
after which the contractors shall produce detailed calculations, design specifications and construction drawings.

60-70.808 AS BUILT DRAWINGS (NOT APPLICABLE)

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

INVITATION FOR BID

IFB-BRU-25-02 DATA INFORMATION AND REPORT GENERATION AT JFCBS BRUNSSUM HQ, NETHERLANDS



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PART III - SECTION A – SPECIAL PROVISIONS

This document constitutes the complete Terms and Conditions and applicable Statement of Work (SOW) of which apply to this Contract.

The contract shall be binding upon signature of both parties.

By signing this contract the Parties have reached the following understandings:

1. ORDER OF PRECEDENCE

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

- 1) This part III Section A (Special Provisions)
- 2) Part II (General Provisions)
- 3) Part III Section B (Statement Of Work)
- 4) The Contractor's Bid accepted by NATO
- 5) Customary practises of The Netherlands

2. SCOPE OF WORK

- 2.1 This is a Firm Fixed Price (FFP), contract for the Provision and supply of **DATA INFORMATION AND REPORT GENERATION** for the generation of non-military data, alignment of the military and non-military data, report generation and review of the reports for coherence with the scenario documentation to Support JAS Operational Assessment Collective Training Event at HQ Joint Force Command Brunssum, The Netherlands.
- 2.2 The Contractor agrees to provide products and services as set forth in the Statement of Work (Part III – B). The rights and obligations of the parties to this contract shall be subject to and governed by the contract terms and conditions below and Part II – General Provisions.

3. COMPLIANCE WITH LAWS, DIRECTIVES, NORMS

- 3.1 The Contractor shall comply with all relevant Dutch and European Union legislation related to matters such as but not limited to provision of services, financial management, employment, social security, safety, tax system, and administration.
- 3.2 All work shall be executed in accordance with European directives and regulations with regard to safety and health (Directive 2009/104/EC of the European Parliament and of the Council of 16 September 2009 concerning the minimum safety and health requirements for the use of work equipment by workers at work).

4. DURATION OF CONTRACT

- 4.1 The contractor agrees to provide delivery and supply as set forth in the Statement of Work.

5. SUB-CONTRACTING

- 5.1 Sub-contracting is allowed but requires the approval of the Contracting Officer of HQ JFCBS. Approval will only be given if subcontractor meets all requirements which apply to the main contractor for the particular part of work which is intended to be sub-contracted.
- 5.2 Proposals for sub-contracting must be made in the bidding stage and all relevant information on the proposed sub-contractor must be provided in this stage.

6. CHANGES AND ASSIGNMENT

- 6.1 Any changes, modifications or deletions and instructions under this contract shall not be binding unless issued in writing as formal modifications by the Contracting Officer and signed by both Parties.
- 6.2 The Contractor shall not assign any rights and obligations under this contract to a third party without prior written consent of HQ JFCBS.

7. CONTRACT ADMINISTRATION AND OVERSIGHT

- 7.1 The governing language of the prospective contract will be English and the Contractor's representative must be able to conduct all business and correspondence in English.
- 7.2 The COTR shall address the Contractor's Account Manager on any observation or issues regarding the performance of the Contractor's services. The Contractor shall respond in writing to such observations within a reasonable time but not longer than seven days.
- 7.3 The Contractor shall inform the COTR or his Representative of all difficulties arising in the execution of their obligations in writing.

8. HQ JFCBS CONTRACT REPRESENTATIVES

HQ JFCBS will appoint the following contract representatives, duties of these persons are described below. Due to the manpower rotation, the following personnel might be not available for all the duration of the contract, but their replacement will continue the duties.

- 8.1 The Contracting Officer is responsible for all administration matters related to the contract.

Contracting officers for this contract are:

LC Jose David Chico

Tel: +31 (0)45 526 4531

E-mail: JoseDavid.CHICOAITAN@jfcbs.nato.int

Alternative

Mr. Mark van der Goorbergh

Tel: +31 (0)45 526 3665

E-mail: Mark.VanDerGoorbergh@jfcbs.nato.int

- 8.2 The Contracting Officer will appoint a **Contracting Officer Technical Representative** (COTR). The COTR is responsible for the execution of the contract on behalf of HQ JFCBS, within the limitations of the appointment letter.

BSG BSM Stuart Smith
Tel: +31 (0)45 526 4206
E-mail: stuart.smith@jfcbs.nato.int

JAS Operations Research Analyst

9. **CONTRACTOR'S REPRESENTATIVES**

- 9.1 The Contractor will submit a list of the representative(s) from their organization who will need direct interaction with HQ JFCBS to discuss and present information pertaining to the contract.
- 9.2 The **Account Manager** is the person who will bear ultimate responsibility for the performance of the contract. The Account Manager will have the authority to take decisions on behalf of the Contractor on all matters relating to this contract. Account manager for this contract is:
XXXXXXX
- 9.3 The Account manager of the Contractor will maintain e-mail correspondence and, at minimum, two cell phone communication links with HQ JFCBS throughout the term of the contract.

10. **PRICING AND PRICE REVISION**

- 10.1 HQ JFCBS shall pay the Contractor in accordance with the Price proposal submitted during the bidding process.
- 10.2 The Price shall be firm-fixed price and evaluated as Lowest Price Technically Compliant.

11. **PAYMENT AND INVOICES**

- 11.1 Invoices shall be addressed to:
accountspayable@jfcbs.nato.int (PDF attached to e-mail)
or
HEADQUARTERS ALLIED JOINT FORCES COMMAND BRUNSSUM
J8 Division, Finance and Accounting Branch
Post Box 270
6440 AG BRUNSSUM
THE NETHERLANDS
- 11.2 Each invoice shall contain:
- Its reference and issue date
 - The contract number

- The purchase order number
- The description of services and deliverables
- The quantities and unit prices (exclusive of taxes)
- The total amount to be paid
- The bank account details (IBAN and BIC codes) where the Contractor will receive the payment.

11.3 Payment of all invoices shall be made no later than thirty days after the date when properly supported and acceptable invoices are received by HQ JFCBS Accounts Payable.

11.4 Payment will be monthly, per invoice.

12. CURE NOTICE

If the contractor falls behind a previously agreed schedule, HQ JFCBS will issue a cure notice stating the specific lag and the time frame available for the Contractor to correct the event. The period for performance shall not be shorter than five (5) working days.

13. USE OF DATA INFORMATION

- 13.1 **Privileged information.** HQ JFCBS shall not share any information outside the HQ or subordinate units that is generally considered privileged about the Contractor's organization (e.g. organizational structure, key financiers, etc.) or about the Contractor's personnel (e.g. name, background, contact information, etc.) without the Contractor's prior permission or as ordered by legal requirements.
- 13.2 The Contractor may only share or reuse information specific to the HQ organization, its personnel, coverage, or operations upon prior approval from HQ JFCBS.

14. AUDIT CLAUSE

- 14.1 HQ JFCBS is authorized to conduct an examination to be made by the Audit Board of all calculations and pricing in connection with this Contract, of the correct compliance in a general sense with the financial terms and terms having financial aspects included in the agreement and of the acceptability of any deviations from such terms.
- 14.2 For the purposes of the examination the Contractor shall promptly grant inspection of all books and records and shall further provide all such additional information as the Audit Board will deem necessary for properly carrying out its examination. This examination will be conducted in accordance with the requirements of International Financial Accounting Standards (IFRS) the contractor shall ensure that the information required by the Audit Board can be derived from the accounting records in a simple manner.
- 14.3 When carrying out its examination the Audit Board shall be authorized to call in the assistance of an external reputable accounting firm to be designated on behalf of HQ JFCBS. The examination shall be confidential and shall extend no further than will be necessary for the assessment of the matters provided for in this article.

- 14.4 By signing the agreement the Contractor declares that to the best of its ability all information involving financial aspects which he has presented or will still present to the Audit Board for assessment in connection with the agreement was or will be true, complete and valid on the date of its presentation to the Audit Board.
- 14.5 If HQ JFCBS has reason to believe that the financial and economic state of affairs in the Contractor's enterprise as a whole could prelude the Contractor from completing its obligations under the contract, the Audit Board may cause an examination to be carried out in order to help HQ JFCBS determine if the Contractor is capable of completing its contractual obligations. This examination would be expected to include discussions with the Contractor management, discussions with the Contractor's external auditors and/or discussions with the Contractor's banks.
- 14.6 The auditable periods will commence from date of contract award. The audits are to be conducted at a maximum of twice per year and will be finalised within two months after the starting dates. Upon completion of the audit, the periods covered by the audit will be deemed closed. HQ JFCBS will provide the Contractor with one month notice prior to the commencement of an audit.
- 14.7 The Contractor agrees that HQ JFCBS or any of his duly authorized representatives shall, until the expiration of one (1) year after final ending of this contract to audit the last period, have access to and the right to examine any pertinent books and records and shall further provide all such additional information as the Audit Board will deem necessary for properly carrying out its examination.

15. SECURITY

- 15.1 The Contractor will remain responsible for coordinating and ensuring all personnel working are authorized to work NATO Secret documents by providing a NATO Security Clearance certificate. The project is not to be discussed with members of staff who not hold sufficient clearance. The issuing and presenting of valid security clearances will follow the procedure determined by JFCBS security authorities.
- 15.2 The contractor will not send classified (NR and above) information electronically unless they have access to accredited NATO secret systems. Hard copies of NS need to be protected in line with NATO policy.
- 15.3 The Contractor shall warrant that Contractor as a legal entity and any Contractor supplied personnel has and retains a valid, NATO SECRET level security clearance throughout the contract performance and undertakes to inform JFCBS immediately if the validity or scope of any clearances change or becomes terminated. JFCBS has the right to terminate the Contract for Default by the Contractor, should Contractor fail to maintain the validity and adequate level of security clearances for both Contractor and any personnel involved in the Contract performance.

16. TERMINATION FOR CONVENIENCE OR DEFAULT

In the event that HQ JFCBS terminates for default this contract or an individual leasing order/agreement in whole, it may procure services similar to those so terminated and the Contractor shall be liable to HQ JFCBS for any excess costs for such similar services, unless the

failure to perform arises from causes beyond the control and without the fault of the Contractor. The Contractor shall continue the performance of the contract to the extent not terminated under the provisions of this clause.

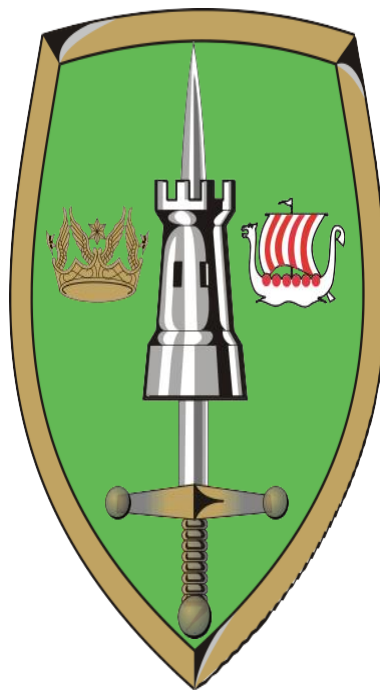
17. TRANSFER OF THE PRODUCT AND ALL INTELLECTUAL PROPERTY RIGHTS

Contractor agrees that any and all products, including training materials, plans, background materials, briefs, developed, produced or created otherwise within the performance of this Contract (hereinafter: Product) shall be transferred to the exclusive ownership of JFCBS. With the transfer of the Product to JFCBS, Contractor transfers all its moral and intellectual property rights including, without limitation, copyrights, patents, trade secret rights, and other intellectual property rights associated with any ideas, concepts, inventions, works of authorship, or confidential information to JFCBS for use in perpetuity in any manner whatsoever, free and clear of any and all liens, claims, encumbrances, and charges thereon. This transfer includes that JFCBS enjoys an unlimited, perpetual and royalty-free right to use, utilize, distribute, duplicate, modify, delete or use in any other way the Product provided to it by Contractor.

Any Intellectual Property Rights arising out of future developments, improvements, derivatives, or devices embodying or including the Intellectual Property Rights or the Product, and any patents or other similar legal protections and ownership rights relating thereto, shall be the property of JFCBS.

**DATA INFORMATION AND REPORT GENERATION
AT JFCBS BRUNSSUM HQ,
NETHERLANDS**

IFB-BRU- 25-02



**PART III SECTION B
STATEMENT OF WORK**

**STATEMENT OF WORK (SoW)
DATA INFORMATION AND REPORT GENERATION
FOR JOINT FORCE COMMAND BRUNSSUM (JFC)**

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1. SUMMARY OF WORK

During operations NATO coordinates with other instruments of power (IoP) to change the status of systems in the operating environment from unacceptable to acceptable. The operating environment is described in terms of Political, Military, Economic, Social, Information and Infrastructure systems (PMESIIⁱ). Operations Assessment (OPSA) uses data to determine if the operation is being conducted as planned and if it is achieving the desired results. Therefore, conducting the OPSA requires data for all Diplomatic, Informational, Military, Economic, Financial, Intelligence and Legal (DIMEFILⁱⁱ) IoPs and PMESII systems. Most exercises are focused on procedural aspects and do not provide sufficient data to exercise the OPSA staff(s) of the training audience (TA). In a previous exercise, STJU23, this data set was produced manually as raw data, however, the feedback from some members of the TA was that actual reports would be more beneficial. Based on this feedback Large Language Model (LLM) powered pipelines have been developed to both generate non-military data and produce standard format reports. Military data will be sourced from a simulation of the plan.

This SoW is for the generation of non-military data, alignment of the military and non-military data, report generation and review of the reports for coherence with the scenario documentation. JFCBS General Terms and Conditions, where needed superseded by Special Provisions specific for this contract, apply to the service delivery requested in this SoW.

2. EXECUTIVE SUMMARY

2.1. Scope of work includes:

- **Product**

The product is a time-series set of formatted reports aligned to the scenario documentation.

- Military reports will be aligned to the exercise ORBAT. Military report will cover a period of approximately 20 days of combat with OPSASSESSREPs at the divisional level. 3 reports per div, 4 x divs per corps, 4 corps ≈ 50 reports
- National reports will be based on NATO Nations specified in the scenario. National reports will be weekly for approximately 90 days. 13 reports per nation, 10 nations ≈ 130 reports
- The supporting data should be provided in tabular format for ease of reference.
- Reports must be in standard report formats (ASSESSREP/CIMIC Environment Request) and contain appropriate textual statements. For example, if the number of IED attacks has increased from the last reporting period then the report would state something like “the number of IED attacks has increased since the last reporting period.”

- **SERVICE TYPE I.E CUSTODIAL SERVICE/OTHER.**

- **Place of delivery**

- The product will be delivered to JFCBS electronically.
- The work requires access to the NATO secret network, therefore, on-site working is required.
- The work requires access to either NCIA's SANDI toolbox (access from JFCBS) or the AIRCOM battle lab. Therefore, the work will be conducted at either Brunssum, NLD, or Ramstein, DEU.

- **Delivery schedule**

Bidders should propose work schedules that address:

- The final scenario documentation will be agreed in June. The OPSA exercise will commence in September. Therefore, the work must be conducted in July and August.
- Non-military data generation.
- Alignment of military and non-military data.
- Report production.
- Review of reports to ensure coherence with the scenario documentation.

- **Measurable metrics**

Ex. Quantities, measurements, distances, weight, time, etc.

- Number of metrics, see example data worksheet
- Number of report formats included
- Number of reports

- **Specifications**

- The LLM powered pipelines will run on NATO hardware
- Reports should be produced as PDFs

- **Applicable standards**

Ex. ISO, EU;

- ISO/IEC 5055:2021 Information technology — Software measurement — Software quality measurement — Automated source code quality measures.
- The generated reports must be coherent and consistent with the scenario documentation.

- **Security Classification of requirements**

This work will be done at the NATO secret level.

- **Resources**

- The contractor must provide personnel, and supervision.
- Appropriate technical expertise to run LLM powered pipelines.
- Appropriate subject matter expertise to generate non-military data, align military data and review reports to ensure coherence with scenario documentation.

2.2. Background and work site information

Work will be conducted in the normal office spaces of either JFCBS or AIRCOM. These are classified environments with the appropriate security measures.

2.3. Contractor Personnel

NATO security clearance is mandatory for involved personnel.

2.4. Physical security and safety requirements.

- **Coordination Requirements.** JFCBS JAS will coordinate access to the HQ for all personnel. Proof of NATO SECRET Clearance is to be forwarded to JFCBS JAS no later than 2 working weeks prior to access being required.

- **Physical Access.** Final approval for accessing the classified areas is based on a current NATO SECRET clearance and is pending final approval of the Headquarters Security Officer. Failure to provide the requested information and documentation in time might result in not being granted access to the facility. HQ JFCBS accepts no liability in the case of the occurrence where access is not granted.
 - **Code of Conduct.** Each consultant recognises and agrees that they shall conduct themselves in a manner suitable for the purpose of this Contract and in accordance with NATO's Code of Conduct.
- 2.5. **Quality Control.** Not applicable unless we purchase unique supplies above and beyond minimum standards.
- Quality control plan is the contractors' responsibility.
 - Contractor needs to be proactive in identifying and preventing defects.
- 2.6. **Quality Assurance.** This is JFCs responsibility to ensure we get what we pay for. Conduct a physical inspection i.e. open the box and check quantity and quality.
- JFCBS personnel will be available throughout the period for coordination and review.
- 2.7. **Hours of operation.** The typical work week of Hendrik Camp personnel is Monday through Friday. Standard duty hours are 0815-1715, Monday to Thursday and 0815-1515 on Friday. Lunch breaks are usually taken between 1130 and 1400.

3. TECHNICAL CRITERIA

The Contractor must meet the required technical criteria and demonstrate the following:

- Past Performance:

The NATO evaluation team will review the past performance to ensure and validate the company's historical work shows proof of capability for this requirement. Company will the indication of at least one contract the bidder has performed for another customer within the last five years, not smaller in scope and magnitude to the requirements described in this solicitation.

- Military domain knowledge:
 - NATO recognises 5 domains of military operations: air, land, maritime, space and cyber. Knowledge of all military domains must be demonstrated.
 - NATO utilises the joint functions as a framework to integrate, synchronise and direct capabilities and activities. Knowledge of all joint functions must be demonstrated.
 - NATO describes the operating environment in terms of the PMESII systems. An understanding of this approach must be demonstrated.
- Appropriate technical expertise to run LLM powered pipelines.
- Appropriate subject matter expertise to generate non-military data, align military data and review reports to ensure coherence with scenario documentation.

4. JFC FURNISHED PROPERTY AND SERVICES

- JFCBS JAS Div will provide suitable working locations and suitable CIS to run the LLM powered pipelines for data generation and report generation.
- JFCBS JAS Div will provide the scenario documentation.

5. CONTRACTOR-FURNISHED SERVICES

Contractor shall furnish everything required to perform the contract except for the items specified in Section 3.

6. SPECIFIC TASKS

The contractor is responsible for taking the information identified in Annex A and build a report to facilitate the scope and outcomes described in Section 2 of this SoW

7. DEFINITIONS

- 7.1. Operations Assessment – the activity that enables the measurement of progress of results of operations, and the subsequent development of conclusions and recommendations that support decision making.
- 7.2. Operating Environment – a composite of the conditions, circumstances and influences that affect the employment of capabilities and bear on the decisions of the commander.
- 7.3. Systems analysis – a systematic investigation of a real or planned system to determine the information requirements and processes of the system and how these relate to each other and to any other system.
- 7.4. Application – a standalone model that does not require an installed software package.
- 7.5. Model – an abstract description of a concrete system using mathematical concepts and language
- 7.6. Scenario – a knowledge representation that uses predetermined sequences of events to determine the results of interactions between known entities.
- 7.7. Verification – is the process of confirming that it is correctly implemented with respect to the conceptual model (it matches specifications and assumptions deemed acceptable for the given purpose of application)
- 7.8. Validation – checks the accuracy of the model's representation of the real system. Model validation is defined to mean "substantiation that a computerized model within its domain of applicability possesses a satisfactory range of accuracy consistent with the intended application of the model".
- 7.9. SITREP/ASSESSREP/OPSASSESSREP – Standard NATO report formats.
- 7.10. LLM powered pipeline – in the context of building applications based on language models—refers to the stages of a data workflow for ensuring that data is properly sourced, pre-processed, and integrated to obtain the best model results

Signature below confirms my agreement to utilize funds for this requirement, and that this requirement is essential and affordable as required by BI-SC Procurement Directive 60-70 paragraph 3.1.a.1.

SIGNATURE BLOCK

OF BH/ACOS

ANNEX A- SAMPLE DATA SET

ⁱ The PMESII systems are political, military, economic, social, infrastructure, information. The analysis of all PMESII systems is referred to as 'system of systems analysis' (SoSA).

ⁱⁱ The DIMEFIL IoPs are diplomatic, information, military, economic, financial, intelligence and legal/law fare.

OPERATIONS ASSESSMENT REPORT TEMPLATE (OPSASSESSREP)

PURPOSE: The OPSASSESSREP is used to report the effectiveness of a NATO mission, operation or activity in accordance with the approved Operation Plan (OPLAN) or similar plans and orders, and to make recommendations for adjustments of the OPLAN, including assessment and mitigation, especially transfer, of risks to Higher HQ (HHQ).

This format will be an essential element to Periodic Mission Reviews (PMRs) and Assessment Board's reports and can be tailored based on specific SACEUR guidance and additional NATO HQ requirements.

ORIGINATOR: Corps HQ (in case of multi-corps operations)/CCs/TCCs/JSEC/JFCs/JTFs

ADDRESSEES: Action: HHQ

Info: Flanking HQs

CONDITIONS FOR TRANSMISSION:

1. Prior to ACTORD, as requested by HHQ.
2. Following ACTORD, once per battle rhythm cycle (the battle rhythm cycle is dependent upon the operational tempo) and IAW HHQ reporting requirements.
3. In the case of a PMR NATO HQ will initiate the Operations Assessment reporting requirement by issuing guidance on specific areas of importance for that reporting period.
4. Following every Assessment Board.

METHOD OF TRANSMISSION: Appropriate National and/or NATO systems selected according to message precedence, security classification and routing requirements from any means, ADP, E-mail, courier, radio, facsimile, telephone or teletype.

CATEGORY: 2 and 3.

NOTE: In case of restricted or impaired communications capabilities, SC messages are to be assigned one of the following categories (in decreasing order of importance):

1. Category 1: Emergency Essential Command Function (EECF).
2. Category 2: Essential Command Function (ECF).
3. Category 3: Normal Command Function (NCF).

NATO CLASSIFICATION: NATO UNCLASSIFIED until completed, thereafter classified at the originators discretion according to the content and the operational requirements.

NATO UNCLASSIFIED

NASIS SIC: As appropriate, normally one of:

1. Joint ops - ITG
2. Air ops - KAG
3. Land ops - JSG
4. Maritime ops – LAG

PRECEDENCE: At originator's discretion but normally PRIORITY.

CONTENT:

SUBJECT: OPSASSESSREP AS OF G+...

REFERENCES: OPLAN/ OPORD/ JCO ...

PERIOD COVERED BY THIS REPORT: G+... - G+...

COMMANDERS SUMMARY//

1. My overall assessment is....
2. My intent is...
3. My key recommendations are...
4. My requests to HHQ are...

THEATRE/JOA/AoR [as appropriate] OVERVIEW//

(To provide a summary of key aspects of the operating environment across PMESII that directly supports subsequent analysis, conclusions and recommendations. For detailed information refer to the appropriate standard report for that period and avoid duplication. This section will be drafted after the entire assessment is conducted.)

OPERATIONAL PICTURE AND ASSESSMENT// (see OPLAN Annex OO and additional Data Collection Plans)

1. OBJECTIVE 1 –
 - a. Situation and analysis.
 - (1) ...
 - (2) ...
 - (3) ...
 - (4) ...
 - b. Assessment...
 - c. Intentions...

NATO UNCLASSIFIED

2. OBJECTIVE 2 –

a. Situation and analysis

- (1) ...
- (2) ...
- (3) ...
- (4) ...

b. Assessment...

c. Intentions...

3. OBJECTIVE 3 –

a. Situation and analysis

- (1) ...
- (2) ...
- (3) ...
- (4) ...

b. Assessment...

c. Intentions...

4. OBJECTIVE 4 –

a. Situation and analysis.

- (1) ...
- (2) ...
- (3) ...
- (4) ...

b. Assessment...

c. Intentions...

5. RISKS to force, achievement of effects, decisive conditions, objectives, end state. (not only military risks but also risks from political, economic, social and information, factors that might not be within the scope of the mission/ operation/ activity but could impact it) Will also include risks not in the OPLAN but identified through the analysis in the OPSA process. Be aware assumptions may require specific considerations in the risk analysis.

a. For each risk: source (description & level), impact (description & level), probability, proximity, mitigation at own level, what is required from HHQ.

COMMANDER

NATO UNCLASSIFIED

Annexes for maps, graphics and data

CIVIL ENVIRONMENT PICTURE (CEP) REPORT FROM NATIONS

References:

- A. Revised Baseline Requirements, Resilience Guidelines And Evaluation Criteria, AC/98-D(2021)0011, dated 15 October 2021, Civil Emergency Planning Committee (CEPC)
- B. AJP-3 Allied Joint Doctrine for the Conduct of Operations, FEB 2023.
- C. *AJP-3.19 Allied Joint Doctrine for Civil-Military Cooperation, Edition B Version 1, Ratification Draft 1, Sep 2024.*
- D. ACO INTERIM Direction and Guidance for Resilience through Civil Preparedness, SEP 2019.
- E. ACO Directive 080-090 Civil Preparedness Management, MAY 2021.
- F. Bi-SC CAPABILITY CODES AND CAPABILITY STATEMENTS, 26 OCT 2023.
- G. ACO Civil-Military Cooperation Functional Planning Guide (CFPG) – (under revision).
- H. AM 86-1-1 CIMIC Tactics, Techniques and Procedures (TTP), Aug 2022.
- I. ACO Directive (AD) 080-122 Allied Reaction Force, Oct 2023.J.

CIVIL ENVIRONMENT PICTURE (CEP) REPORT FORMAT

In blue, the information to be completed by the reporting nation.

<p style="text-align: center; color: blue;">UNIT /HQ /ASSET LOGO</p>	<p><NATO CLASSIFICATION></p> <p><Reporting Unit></p> <p>CIMIC</p> <p><Location> (<COUNTRY>)</p>	<p style="text-align: center; color: blue;">OPERATION / EXERCISE LOGO</p>
<p><WEEKLY/MONTHLY> CIMIC REPORT</p>		

1. EXECUTIVE SUMMARY

<Summarises and highlights the overall civil environment picture in the nation, which is described in more detail in the main body of this report>

- Significant events that effect 7BLRs
- Nation concerns and priorities.
- Any other relevant information.>

B. National overview of the Civil Environment:

C. <Authority> concerns:

D. <Authority> priorities:

E. Other considerations:

2. ASSESSMENT BY REPORTING GROUPS

A. POLITICAL

- (1) **SITUATION:** <Summarises the situation relative to the sub-paragraph by describing facts through clear statements what, where, who, why, how, etc., and describing the matters of concern>.
- (2) **DEDUCTION:** <Summarises the implications, issues or considerations, derived from fact(s) that have operational significance for the sub-paragraph, through assessment of the effects and impact on the mission>.
- (3) **CONCLUSIONS:** <Summarises the outcome or result reached that requires action in planning or further analysis, thorough clear statements of what, where, when, who, why, how, etc.>.
- (4) **OTHER ISSUES:** <Any other secondary issues relevant to the reporting group>.

B. SOCIAL

- (1) **SITUATION:**
- (2) **DEDUCTION:**
- (3) **CONCLUSIONS:**
- (4) **OTHER ISSUES:**

C. SOCIETAL / SECURITY

- (1) **SITUATION:**
- (2) **DEDUCTION:**
- (3) **CONCLUSIONS:**
- (4) **OTHER ISSUES:**

D. INFORMATION

- (1) **SITUATION:**
- (2) **DEDUCTION:**
- (3) **CONCLUSIONS:**
- (4) **OTHER ISSUES:**

E. INFRASTRUCTURE

- (1) **SITUATION:** Disruption, degradation or destruction, or risk of the same, of critical services or infrastructure supporting this BLR.
- (2) **DEDUCTION:**
- (3) **CONCLUSIONS:** Impact on nation ability to support, sustain and enable military operations.
- (4) **OTHER ISSUES:**

F. CRITICAL SERVICES

- (1) **SITUATION:** Disruption, degradation or destruction, or risk of the same, of critical services or infrastructure supporting this BLR.
- (2) **DEDUCTION:**
- (3) **CONCLUSIONS:** Impact on nation ability to support, sustain and enable military operations.
- (4) **OTHER ISSUES:**

G. ECONOMIC

- (1) SITUATION:**
- (2) DEDUCTION:**
- (3) CONCLUSIONS:**
- (4) OTHER ISSUES:**

H. HUMAN SECURITY IN MILITARY OPERATIONS

- (1) SITUATION:** Impact from military operations (deployment, sustainment, operations) on the human security of the civilian population of the nation. From national, NATO and adversary forces and operations.
- (2) DEDUCTION:**
- (3) CONCLUSIONS:**
- (4) OTHER ISSUES:**

3. DETAILED AREAS OF INTEREST.

<Analysis if each of the areas and subareas of interest, not assessed in the previous paragraph with sufficient detail, that deserve consideration for the proper conveyance of information. This assessment may also constitute a separate annex to this CIMICREP, due to its length, different classification as the body, or other practical considerations.>

A. <TITLE OF AREA OF INTEREST 1> **(a) <Title of subarea 1>.**

...

4. OTHER ISSUES

<Summarises issues relevant to the overall report that do not qualify due to their small importance to be included in previous paragraphs, but that are nevertheless worth to be noted>