

SUPREME HEADQUARTERS
ALLIED POWERS EUROPE
B-7010 SHAPE
BELGIUM

NATO UNCLASSIFIED



GRAND QUARTIER
GENERAL
DES PUISSANCES ALLIEES
EN EUROPE
B-7010 SHAPE BELGIUM

J8/BUDFIN
Purchasing & Contracting Branch
Box 27/A
B-7010 SHAPE, Belgium
TEL: (+32)-(0) 65-44.22.40 FAX: (+32)-(0)65-44.35.42

DATE: 01 September 09

SUBJECT: **IFIB-ACO-SH-09-30**

INVITATION FOR INTERNATIONAL BIDDING (IFIB) FOR THE SUPPLY AND DELIVERY OF VEHICLES TO ALLIED COMMAND OPERATIONS (ACO) HEADQUARTER AT SHAPE AND JOINT HEADQUARTER LISBON IN PORTUGAL..

REFERENCE: Bi-SC Procurement Directive 60-70 dated 22 December 2004.

Dear Madam or Sir,

Your company is hereby invited to participate in the Invitation For International Bidding for the Centralised procurement of vehicles to be established on behalf of the North Atlantic Treaty Organization (NATO)/Allied Command Operations (ACO)/Supreme Headquarter Allied Powers Europe (SHAPE) situated at 7010 SHAPE, Belgium.

Vehicles to be provided are sedan, minibus, light truck and truck.

Partial bidding is authorised.

The Bid Closing date for this IFIB shall be at 12.00 hours (noon, Belgian time) on **Friday 23 October 2009**. In accordance with the Bi-SC Procurement Directive at reference, the bid opening is not public.

The following documents are integral part of the present IFIB:

- a. **Acknowledgement of Receipt** (which is enclosed hereto);
- b. **The Invitation For International Bidding IFIB ACO-SH-09-30**, containing:
Part I: Bidding Instructions
Part II: General Provisions
Part III: Special Provisions and Statement of Work

and the reference,

which are posted on the SHAPE Internet Site at the following link:

<http://www.nato.int/shape/community/budfin/ifib/index.htm>

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

You are requested to complete and the attached - ACKNOWLEDGEMENT OF RECEIPT - within 7 days from the receipt of this Invitation For Bid.

Sincerely,

(Original signed)

Giuseppe COL
SHAPE Contracting Officer

NATO UNCLASSIFIED

Enclosure 1

ACKNOWLEDGEMENT OF RECEIPT

(To be completed and returned, by facsimile, to SHAPE within 7 days after receipt)

FAX NR. +32-(0) 65-44.35.42

PLEASE COMPLETE CLEARLY. DO NOT USE COMPANY STAMP

FROM: Company:.....

Address:

.....

.....

Email address:.....

Internet site:.....

Telephone:.....

Facsimile:

Point of Contact:.....

**TO: SUPREME HEADQUARTERS ALLIED POWERS EUROPE
J8/BUDFIN, Purchasing & Contracting Branch**

REFERENCE: IFIB-ACO-SH-09-30 – ACO Centralised procurement of vehicles

SUBJECT: Acknowledgement of Receipt of Invitation for Bid

We hereby advise that we have received IFIB-ACO-SH-09-30 on (date)
including all enclosures.

CHECK ONE:

- () As of this date and without commitment on our part, we do intend to participate in the bidding.
- () We do not intend to participate in the bidding and our company may be deleted from the IFIB's mailing list.

NOTE: Only bidders indicating their intention to participate in the bidding shall continue to receive all further correspondence related to this IFIB. Unless specified differently, it shall be mailed to the above-mentioned address.

Date:.....Signature:

Name and Title:.....

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SUPREME HEADQUARTERS ALLIED POWERS EUROPE

ACO CENTRALISED PROCUREMENT OF VEHICLES

**PART I
BIDDING INSTRUCTIONS**

IFIB-ACO-SH-09-30

PART I - BIDDING INSTRUCTIONS

1. GENERAL

The purpose of this Invitation for International Bidding (IFIB) is the competitive selection of the lowest compliant bidder for the centralised procurement of vehicles to Allied Command Operations (ACO) Headquarter at SHAPE BELGIUM, and JHQ LISBON in PORTUGAL..

2. DEFINITIONS

- 2.1. The term "Prospective Bidder" shall refer to the entity that has completed and returned the Enclosure of the transmittal letter of this IFIB, and has indicated thereon its intention, without commitment, to participate in the bidding;
- 2.2. The term "Bidder" shall refer to the bidding entity that has submitted a bid in response to this IFIB;
- 2.3. The term "Contractor" shall refer to the bidder to whom the contract is awarded;
- 2.4. The term "ACO" shall refer to the Allied Command for Operations;
- 2.5. The term "NATO" shall refer to the North Atlantic Treaty Organisation;
- 2.6. The term "SHAPE" shall refer to the Supreme Headquarters Allied Powers Europe, located at 7010 SHAPE, Belgium;
- 2.. The term "Contracting Officer" designates the official executing this invitation for bids on behalf of the NATO Supreme Headquarters Allied Powers Europe (SHAPE);
- 2.8. The term "Contracting Officer's Technical Representative" (COTR) designates the staff element that has the authority to coordinate, monitor and control Contractor's performance;
- 2.9. The term "days" as used in this IFIB shall, unless otherwise stated, be interpreted as meaning calendar days.

3. ELIGIBILITY

This IFIB is open to bids from firms:

- established in any NATO member nations (28);
- working in the field of required services and legally authorised to operate in Europe at the time of bidding;
- having performed at least three contracts within the last five years substantially similar in scope and magnitude to the requirements described in this solicitation.

4. DURATION OF THE CONTRACT

The contract awarded through this IFIB shall be effective upon award with prescribed delivery dates given by the vehicle's manufacturers.

5. EXEMPTION FROM TAXES

According to the agreements (Article VIII of the Paris Protocol dtd 28 Aug 1952, Article 15.10 of the EC Directive 77/388/CEE), goods and services under the contract are exempt from taxes, duties and similar charges. Where notwithstanding, these are imposed by

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

6. AMENDMENT OR CANCELLATION OF IFIB

- 6.1. SHAPE reserves the right to amend or delete any one or more of the terms, conditions or provisions of the IFIB prior to the date set for the bid closing. An amendment or amendments to this IFIB shall announce such action;
- 6.2. SHAPE reserves the right to cancel, at any time, this IFIB partially or in its entirety. No legal liability on the part of SHAPE for payment of any sort shall arise and in no event shall a cause of action lie with any bidder for the recovery of any costs incurred in connection with preparing or submitting a bid in response hereto. All effort initiated or undertaken by the bidder shall be done considering and accepting this fact. If this IFIB is cancelled prior to the bid opening, the bids already received shall be returned un-opened to the senders upon their request.

7. BIDDERS REQUEST FOR CLARIFICATION

- 7.1. Prospective bidders should seek clarification as soon as possible. Any explanation desired by a bidder regarding the meaning or interpretation of this IFIB, clauses, specifications etc., must be requested in writing (letter or facsimile) from the Contracting Officer. The Contracting Officer must receive such requests for clarification no later than 28 calendar days before the bid closing date;
- 7.2. Information given to a prospective bidder shall be furnished to all prospective bidders, as an amendment to this IFIB, only if such information is necessary to bidders in submitting offers or if the lack of such information would be prejudicial to other bidders. Oral explanations or instructions shall not be binding unless confirmed in writing by the Contracting Officer.

8. BID CLOSING DATE

Bids must be received at SHAPE **no later than Friday 23 October 2009 at 12.00 hours** (noon, Central European Time) as indicated on the transmittal letter of this IFIB, or the authorised extension thereof. At that date and time the bidding shall be closed.

9. EXTENSION OF BID CLOSING DATE

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

10. BID VALIDITY

- 10.1. Bids submitted shall remain valid up to the end of year 2009. SHAPE might purchase more vehicles should extra funding be identified during the end of year process.

-
- 10.2. Bidder shall be entitled to either grant or deny this extension of validity; SHAPE shall automatically consider a denial as a withdrawal of the bid.

11. CONTENT OF PROPOSAL

The proposal shall consist of the following minimum paper documents and electronic media:

- a. A table of contents for the entire proposal (please see and tick the checklist provided at Enclosure 1 hereto);
- b. The bidder's name, address, Point Of Contact (POC), phone and fax numbers, e-mail address, and Internet site;
- c. If this is the first time the Bidder does business with SHAPE, a **SHAPE Contractor Registration form** must be submitted (Enclosure 2 hereto);
- d. **Compliance Statement** for the intended contract (Enclosure 3 to Part I hereto);
- e. Provision of administrative, financial and technical documents (**selection criteria**):
 1. The organisational structure and capacity of the company.
 2. The Certificates of Origin of Vehicles plus Service and Parts Availability for each offered type of vehicle (Enclosure 4 hereto).
 3. Any other appropriate technical information to determine whether Bidder's proposed products, terms, and conditions comply with all the requirements of the IFIB. Information submitted under this paragraph shall not exceed 50 DIN-A4 pages, printed on both sides, or 100 pages if printed on one side;
 4. The list of certificates, labels, markings or other identifications required to comply with the applicable national and E.U. regulations, shipment and customs rules, and that will be provided in case of contract;
 5. **Price Proposal.** The Price Proposal shall be submitted in **EURO currency** on the attached PRICE FORMAT (Enclosure 5 hereto) or a similar format. Although bidders are authorised to adapt the format according to their needs, they must keep in mind that basic presentation must not change. **Bidders must note that partial bidding is authorised.**
 6. A **CD-ROM** containing an electronic copy of all the documentation listed above.

12. PRICE PROPOSAL FORMAT

12.1 PRICE PROPOSAL FORMAT (Enclosure 5 to Part I)

General: The Price Proposal shall be made in accordance with the attached format (Enclosure 5 to Part I). The basic breakdown on this format is not strictly limited and bidders may expand on it by adding such sub-items as deemed necessary. However, the basic presentation and numbering system must not change.

Price quotations for any alternative solution shall be duly separated from the proposed format and will be shown on detached sheets.

Price quotations are to be printed on single sided sheets and grouped so as to constitute detachable components.

Partial bidding is authorised

12.2 CLARIFICATIONS

- a. **Item 1:** Price of the vehicle meeting all requirements as described in the technical specification sheets, discount included (quantity, prompt payment, preferred customer, etc.).
- b. **Item 2:** Price for additional equipment (over and above the SHAPE requirements), discount and extras. Bidders are to identify which extras are included in the quoted price(s), such as extended warranty, technical assistance, special tools for maintenance beyond periodical services, etc.
- c. **Item 3:** Price for the workshop and spare parts, manuals in English and in the language of the country receiving the vehicles. The bidders will indicate in option the use of CD-ROMs or Internet site.
- d. **Item 4:** Price for all certificates, labels, markings or other identifications required complying with the applicable national and E.U. regulations. The bidder shall include the list and costs of these in his bid.
- e. **Item 5:** Price for all associated costs such as test, training, etc.
- f. **Item 6:** Price for the delivery on site considering all associated costs (administration, shipment, etc.). It is understood that vehicle shipment across borders is under the Contractor's legal and financial responsibility.
- g. **Item 7:** See Part III for the description of the options (if applicable) over and above SHAPE requirements.
- h. **Item 8:** The vehicles shall be delivered to final destination, in general no later than ninety (90) calendar days for standard vehicles, and 180 calendar days for special purpose vehicles, after the Contract Execution Date (CED). A different schedule may be proposed in the bid but once a delivery date has been agreed, the Contractor will be responsible for complete delivery by that date to final destination. Failure to do so will result in the immediate application of the Liquidated Damages Clause of the SHAPE General Provisions.

13. PRICING BASIS

- 13.1. All prices shall be firm fixed prices for each vehicle with validity up to end of December 2009. Upon award by the Contract Award Committee, SHAPE and JHQ LISBON will issue the purchase orders during the course of year 2009 subject to funds availability.

-
- 13.2. Should more funding be identified before the end of year 2009, SHAPE and JHQ LISBON shall be entitled to order additional vehicles using the pricelist submitted for this IFIB.
- 13.3. Prices shall be at least as favourable as those extended to any Government, Agency, Company, or individual purchasing quantities, equipment and parts covered by a contract under similar conditions. The quoted prices shall include all charges for cleaning, inspection and for vehicles ready for use after registration and licensing by the local Headquarters.

14. PROPOSAL SUBMISSION

- 14.1. The whole proposal shall be written in English;
- 14.2. Proposals shall be submitted inside a single sealed envelope. The envelope shall be marked "Sealed Bid to IFIB-ACO-SH-09-30". The sealed envelope shall be placed in another (exterior) envelope or box on which shall be glued the mailing label (Enclosure 6 hereto);
- 14.3. Bids may be submitted by mail, courier or hand-carried. Bids hand-carried to SHAPE or delivered on site by commercial courier and parcel-delivery companies must be packed and labelled as indicated in paragraph above. SHAPE is located near MONS, in the South of Belgium, on the villages of Casteau and Maisières. Packages are to be handed over to a representative of the SHAPE CONTRACT MANAGEMENT SECTION in Building 239 in the SHAPE Industrial Area (SHAPE telephones: 4282) and this on working days between 09.00 to 11.45 hrs and 13.30 to 16.30 hrs. The time and date the bid is handed over shall be recorded on the envelope or package and the delivery agent shall be requested to sign the date/time endorsement, signifying his agreement as to its accuracy;
- 14.4. To reach SHAPE: take exit Nr. 23 on E 19 (Brussels-Paris), near MONS, follow the "SHAPE" and "P VISITOR" signs on the "Chaussée de Bruxelles". Enter SHAPE compound through the "P VISITOR". Report to Building 239 (Industrial Area).

15. ORIGIN OF VEHICLES & SERVICE AND PARTS AVAILABILITY (Enclosure 4)

- 15.1 **ORIGIN OF VEHICLES:** Only vehicles manufactured or assembled in one of the following NATO member countries, which participate in the funding of this requirement, will initially be taken into consideration for evaluation. It is only when compliant or financially affordable vehicles are not available from the above countries that bids for vehicles manufactured or assembled in the countries participating in NATO's Partnership for Peace Programme (PfP) will be considered. A certificate stating the origin of the vehicles will be completed and signed by the bidder **and forwarded as part of the bid**. All offered supplies shall be new and in the latest available version during the validity duration of the bid.
- 15.2 **SERVICE AND PARTS AVAILABILITY:**
The bidder must agree that, in case of a contract as a result of this IFIB, he and his subcontractors will maintain and furnish a source of an adequate supply of services,

components, spare parts and sub-assemblies to properly maintain the vehicles within 30 km from the delivery point for a minimum period specified in Part III. The name of the dealer is to be mentioned. To this effect a certification will be completed **and forwarded as part of the bid** (see Enclosure 4 to Part I).

16. LATE PROPOSALS

- 16.1. The bidder must make every effort to ensure that his bid reaches SHAPE before or on the exact date and time set for the bid closing. Any Bid received after this time is considered a late bid. Late bids shall be considered only before the Contract has been awarded and on condition that their failure to arrive on time is solely the result of:
- A delay in the government channels, i.e., governmental courier service or mail for which the bidder was not responsible. However the bid should have been sent not later than five (5) calendar days before the bid closing, by Registered Mail or by Certified Mail, for which an official Post Office date stamp or the receipt for certification has been obtained. Note: commercial courier or parcel-delivery companies are not considered to be government channels;
 - Mishandling by SHAPE personnel upon or after receipt;
- 16.2. Late proposals cannot be considered for award;
- 16.3. Late bids shall be held unopened (unless opened for identification) until after award and then retained with other unsuccessful bids.

17. BID WITHDRAWAL

A bidder may withdraw his bid up to the date and time specified for the bid closing, by written or facsimile notice to the SHAPE Contracting Officer. The bid shall be returned unopened to the bidder, at his expense.

18. BID EVALUATION

- 18.1. The evaluation of Bids and the determination as to the responsiveness and technical adequacy of the services, products and materials offered shall be the responsibility of SHAPE and shall be based on information provided by the bidders. SHAPE is not responsible for seeking any information that is not easily identified and available in the bid package;
- 18.2. Contract will be evaluated taking into consideration the following factors:
- a. Selection criteria: assessment of financial and administrative documents (pass or fail);
 - b. Award criteria: to determine the lowest technically compliant bid, the assessment will be based on the following criteria:
 1. technical compliancy with bidding, contractual and technical provisions / specifications / required performance criteria (pass or fail);
 2. cost/price criteria (lowest price tender).

19. CLARIFICATION OF PROPOSALS

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

20. AWARD

SHAPE Contract Award Committee (CAC) shall award the contract to the Bidder(s) whose conforming proposal represents the lowest technically compliant solution for SHAPE, and demonstrates that the Bidder can fully accomplish IFIB requirements.

21. COMMUNICATIONS

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

21.2 POINTS OF CONTACT:

Mr. Jacques BEHEYT
Contract Administrator - SHAPE
Telephone: +32+(0)65-44.48.16
Facsimile: +32+(0)65-44.35.42
Email address: Jacques.behey@shape.nato.int

21.3. All correspondence shall be forwarded to:

**J8/BUDFIN, PURCHASING & CONTRACTING BRANCH
IFIB ACO-SH- 09-30
POST BOX 27/A
B - 7010 SHAPE, BELGIUM**

ENCLOSURE 1 TO PART I**CONTENT OF PROPOSAL / CHECKLIST1**

- Bidder's name, address, POC, phone, fax, e-mail address, Internet site;
- SHAPE Contractor Registration form (Enclosure 2 hereto);
- Compliance Statement for the intended contract (Enclosure 3 hereto);
- Organisational structure and capacity of the company;
- The Certificates of Origin of Vehicles plus Service and Parts Availability for each offered type of vehicle (Enclosure 4 hereto);
- Technical information;
- The list of certificates, labels, markings or other identifications required to comply with the applicable national and E.U. regulations, shipment and customs rules, and that will be provided in case of contract;
- Price Proposal (Enclosure 5 hereto);
- CD-ROM containing an electronic copy of all the documentation listed above.

¹ This enclosure is meant to help you ascertain that you are providing SHAPE with all documents/information required. For more information regarding these titles, please refer to detailed description previously provided in Part I.

ENCLOSURE 2 TO PART I
SHAPE CONTRACTOR/SUPPLIER REGISTRATION



SHAPE Contractor/Supplier Registration

(*) = Mandatory field. Data must be entered for registration to be complete.

A) General Information

DUNS Number ¹ (*):	CAGE Code ² :	Tax ID ³ (* If in EU):
Legal Business Name (*):		
Doing Business As (DBA Name):		
Corporate Web Page URL (Company website address) ⁴ :		
Physical Address (*):		
City (*):	Zip/Postal Code (*):	Country (*):
Mailing Address (*): Check if same as physical address		
Business Name (*):		
Mailing Address (PO Box is acceptable) (*):		
City (*):	Zip/Postal Code (*):	Country (*):
General Tel Nbr :	General Fax Nbr :	E-mail :
Business Start Date (*):(DD/MM/yyyy)	Number of Employees (*):	
Annual Revenue (*):		

B) Goods and Services:

UNSPS Codes (*) United Nations Standard Products and Services Codes identify what type of activity your business performs (2 to 8 digit numeric). Search on <http://www.unspsc.org/>. At least one UNSPS code will be required for registration.

UNSPS Code:	UNSPS Code:	UNSPS Code:
UNSPS Code:	UNSPS Code:	UNSPS Code:

¹ Data universal Numbering System (DUNS) – Call Dun & Bradstreet at <http://www.dnb.com/> or call + 31 10 400 94 00 if unsure.

² NATO manufacturer identification code, if available.

³ VAT number mandatory for EU firms and independent contractors.

⁴ Example: <http://www.example.com> or <http://example.com>

C) Corporate InformationType of Organization⁵ (*):

Incorporation (* if you selected "corporate entity" as type of organization):

Country of Incorporation:

D) Registration Acknowledgement and Points Of Contact (POC)

Primary POC (*):

Name: Position:

Address:

City: Zip Code: Country:

Phone: Fax: E-mail:

Alternate POC:

Name: Position:

Address:

City: Zip Code: Country:

Phone: Fax: E-mail:

*Note: The Registrant acknowledges that the information provided is current, accurate, and complete.***E) Bank details for wire transfer**

Bank Name:

Bank Address:

Bank Account: Swift code:

IBAN Nbr ABA # :

For registration assistance call +32(0)65-444816 or +32(0)65-444282, E-mail address :

Jacques.beheynt@shape.nato.int

⁵ Choose one among the following types: Corporate Entity / Sole Proprietorship / Governmental Entity / NATO Entity / Partnership

ENCLOSURE 3 TO PART I

COMPLIANCE STATEMENT¹

It is hereby stated that we have read and understood all documentation issued as part of **IFIB-ACO-SH-09-30**. Our proposal submitted in response to the referred solicitation is fully compliant with the provisions of the IFIB and the intended contract with the following exception(s):

Clause Description of Deviation

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

(if necessary, add another page)

Date : Signature :

Company : Name & Title :

Company Bid Reference:

¹ Bidders' proposals must be based on maximum compliance with the terms, conditions, and requirements of the IFIB and its future clarifications and/or amendments. The bidder may offer variations in specific implementation and operational details, provided that the functional and performance requirements are fully satisfied. In case of conflict between the compliance statement and the detailed evidence or explanations/comments furnished, the detailed evidence/comments shall take precedence for the actual determination of compliance.

ENCLOSURE 4 TO PART I - CERTIFICATE OF ORIGIN OF VEHICLES, ETC.

(To be completed and enclosed with your bid)

Company:

Address:

.....

.....

Telephone:

Facsimile:

CERTIFICATE OF ORIGIN OF VEHICLES, SERVICE AND PARTS AVAILABILITY

We/I hereby certify that the vehicles described in this quotation and to be furnished under the resultant contract if awarded to my company will be manufactured and/or assembled by the following firm(s) in the indicated countries:

NAME	COUNTRY
.....
.....
.....
.....

We/I guarantee that, in case of contract as a result of this IFIB-ACO-SH-09-30, a source of an adequate supply of services, components, spare parts and sub-assemblies will be maintained for a period, from date of delivery, to readily and completely support all deliverables of minimum:

- For sedans and station wagons: 8 years
- For minibuses and light trucks: 10 years
- For buses and trucks: 20 years

Date:

Signature:

Name and Title:

**ENCLOSURE 5 TO PART I – Price Proposal
PRICE PROPOSAL**

Mr. _____ on behalf of the
firm _____ proposes to apply :

See the Bidding Instructions for more precise instructions and guidance. (Part I, para 12)

CURRENCY: EUROS.....

VEHICLE TYPE:.....

DELIVERY LOCATION:.....

ITEM	QTY	DESCRIPTION	UNIT PRICE	TOTAL PRICE
1		Vehicle as per SHAPE specifications including First Service		
		Discount:%		
		Sub-total 1 =		
2		Additional equipment as per manufacturer description (to be itemized)		
		Discount:%		
		Extra (if any)		
		Sub-total 2 =		
3		Workshop and spare parts manuals		
		English language		
		National language		
4		Additional costs for required administrative documents (certificate of conformity, kfz brief, T2L, etc.)		
5		Costs for tests, acceptance and training, when applicable		
6		Delivery costs including full admin services and shipment		
		GRAND TOTAL =		
7		Option(s) to be quoted separately as described in the Technical Specification - Part III (set of winter tyres and snow chains)		

ITEM 8:
Delivery Schedule:

(Bidder's Signature)

(Date)

ENCLOSURE 6 TO PART I

MAILING LABEL

(The label below is to be completed by the bidder and affixed/glued to the exterior envelope or parcel of the Bid Package(s) mailed to SHAPE).

(Cut along the lines)

SEALED BID TO IFIB-ACO-SH-09-30
To be opened by the Contract Award Committee (CAC) only

SENDER:

.....

.....

.....

TO: SHAPE
J8/BUDFIN, PURCHASING & CONTRACTING
POST BOX 27/A
B - 7010 SHAPE, BELGIUM

SUPREME HEADQUARTERS ALLIED POWERS EUROPE

ACO CENTRALISED PROCUREMENT OF VEHICLES

**PART II
GENERAL PROVISIONS**

IFIB-ACO-SH-09-30

PART II

GENERAL PROVISIONS

1. DEFINITIONS

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

- a. **“SHAPE”** means the Supreme Headquarters Allied Powers Europe, located at B-7010 SHAPE, Belgium;
- b. **“North Atlantic Treaty Organisation”** is hereafter referred to as NATO;
- c. **“Contracting Officer”** means the person executing and managing the contract on behalf of SHAPE. Only duly designated Contracting Officers have the authority to obligate SHAPE;
- d. **“Contracting Officer’s Technical Representative”** or **“COTR”** means a person appointed by the Contracting Officer for the purpose of determining compliance with the technical requirements of the contract;
- e. **Ordering Officer** means a staff member of SHAPE appointed in writing by the Contracting Officer to place orders on to the contractor
- f. **“Contractor”** means the entity (firm or person) to whom the contract is awarded and on whose behalf duly authorised persons shall execute it;
- g. **Purchase Order** means the contractual document used by SHAPE to order supplies and services;
- h. **“Days”** shall be interpreted as meaning calendar days.

2. APPLICABLE LAW AND REGULATIONS

2.1. Except as otherwise provided in the contract, the contract shall be governed, interpreted and construed in accordance with the Civil Law of the Kingdom of Belgium;

2.2. When performing at NATO Installations the Contractor and its personnel (including also the Sub-contractor’s personnel, if any) shall comply with all applicable laws of the host nation and all relevant official NATO and SHAPE/local installation Directives.

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

3. ORDER OF PRECEDENCE

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

- 1st The Part I of the Contract
- 2nd The Special Provisions and Statement Of Work (Part III);
- 3rd These General Provisions (Part II);
- 4th The Contractor’s Bid or Proposal accepted by SHAPE;

The above documents form entire part of the contract.

4. AUTHORITY

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

5. CONTRACTOR STATUS

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

6. CONSUMER PROTECTION

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

7. CONTRACTOR RESPONSIBILITY

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

8. SECURITY

- 8.1. The Contractor shall comply with all security requirements prescribed by SHAPE and the National Security Authority or designated security Agency of the Kingdom of Belgium;
- 8.2. The Contractor is responsible for the safeguarding of NATO classified information or any other information labelled sensitive, entrusted to it or generated by it in connection with the performance of the Contract. It undertakes not to pass on to anyone outside its staff information provided for the performance of the Contract, or any information it may become privy to. It undertakes not to pass on such information or to use it for any purpose whatsoever. Similarly, all Contractor personnel employed at SHAPE shall be required not to disclose any information they may become aware of in the performance of the contract;
- 8.3. Any known or suspected breaches of security or other matters of security significance shall be immediately reported by the Contractor to the Contracting Officer and to the SHAPE Security Officer;
- 8.4. The Contractor ensures that its employees are informed that they may be searched when they enter or leave SHAPE's premises;
- 8.5. The Contractor shall place the Sub-contractor, if any, under security obligations no less stringent than those applied to its own Contract;
- 8.6. If requested, the Contractor undertakes to provide SHAPE Security Officer with an information sheet on all its employees, before they take up their duties, using the form provided by that Officer;

- 8.7. The Contractor accepts to terminate immediately the duties at SHAPE of any employee whose presence is deemed undesirable by SHAPE on the same day that such notification is given by the Contracting Officer or SHAPE Security Officer, without SHAPE being required to state the reasons. Furthermore, in no case may SHAPE be held responsible for the consequences of such a decision.

9. ACCESS CONTROL

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

10. LABOUR AND MATERIAL STANDARDS

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

11. PREFERRED CUSTOMER

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

12. PRICES

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

13. TAXES AND CUSTOMS CHARGES

- 13.1. According to the agreements (Article VIII of the Paris Protocol dtd 28 Aug 1952, Article 15.10 of the EC Directive 77/388/CEE), goods and services under the contract are exempt from taxes, duties and similar charges. Where notwithstanding, these are imposed by national regulations, bidders shall enclose the list and the amounts of taxes, duties and similar charges which have been included in their bid, with a justification.
- 13.2. The contract price, including the prices in any sub-contracts hereunder, does not include any customs charges, taxes or other charges levied by the member nations of NATO, or any political subdivision thereof, on the work performed by the Contractor or his sub-contractors under this contract.

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- 13.3. Payment for all such charges shall be made directly to the concerned member nations of NATO or any political subdivision thereof by SHAPE to the extent that SHAPE is not, by virtue of law, regulation or governmental agreement, exempt from such charges, and SHAPE shall hold the Contractor and his sub-contractors harmless therefrom. In the event such charges are levied against, and must be paid directly by, the Contractor to his sub-contractors, SHAPE shall reimburse the Contractor the full amount of the charges upon receipt of the Contractor's invoice and appropriate documentation.

14. CONTRACT EFFECTIVE DATE

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

15. DURATION OF CONTRACT

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

16. OPTIONS

SHAPE shall have the right to exercise any or all of the options, in whole or in part, at the terms and conditions set forth in the contract.

17. CHANGES

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

18. CONTRACTOR'S NOTICE OF DELAY

- 18.1. In the event the Contractor encounters difficulty in meeting performance requirements, or when it anticipates difficulty in complying with the Contract delivery schedule or date, it shall immediately notify the Contracting Officer in writing, giving pertinent details. This data shall be deemed to be information only in character and this provision shall not be construed as a waiver by SHAPE of any delivery schedule or date, or of any rights or remedies provided by law or under the contract;
- 18.2. When such delay has been caused by the occurrence of any cause constituting Force Majeure and as soon as possible, the Contractor shall give notice and full particulars in writing to the Contracting Officer of such occurrence, as well as its claim for a reasonable extension in time for completion of its obligations under the

contract. If the Contractor, in despite of that extension, remains unable by reason of Force Majeure to perform its obligations and meet its responsibilities under the contract, SHAPE has the right to suspend or terminate the contract on the same terms and conditions as are provided for in the clause titled "DEFAULT" herein.

19. LIQUIDATED DAMAGES

For each calendar day of delay in the performance of any relevant task or duty under the Contract, and in lieu of actual damage, the Contractor shall pay to SHAPE as fixed, agreed, and liquidated damages, 0.1% of the total contract price, less handling, transportation and taxes, to a maximum of 10% of the contract price. Alternatively, SHAPE may terminate the contract in whole or in part as provided in the first paragraph of the "DEFAULT" clause and in that event the Contractor shall be liable, in addition to the excess costs provided in second paragraph of the "DEFAULT" clause, for such liquidated damages accruing until such time as SHAPE may reasonably obtain delivery or performance of similar supplies or services. The Contractor shall not be charged with liquidated damages when the delay arises out of causes beyond the control and without the fault or negligence of the Contractor, as defined in third paragraph of the "DEFAULT" clause and in such event, subject to the "DISPUTES" clause, the Contracting Officer shall ascertain the facts and extent of the delay and shall extend the time for performance of the Contract when in its judgement the findings of fact justify an extension.

20. SHAPE DELAY OF WORK

- 20.1. If the performance of all or any part of the work is delayed or interrupted by an act of SHAPE in the administration of the contract, which act is not expressly or implicitly authorized by the contract, or by its failure to act within the time specified in the contract (or within a reasonable time if no time is specified), an adjustment shall be made for any increase in the cost of performance of the contract caused by such delay or interruption and the Contract modified in writing accordingly. Adjustment shall be made also in the delivery or performance dates and any other contractual provision affected by such delay or interruption. However, no adjustment shall be made under this clause for any delay or interruption (i) to the extent that performance would have been delayed or interrupted by any other cause, including the fault or negligence of the Contractor; or (ii) for which an adjustment is provided or excluded under any other provision of the contract;
- 20.2. No claim under this clause shall be allowed (i) for any costs incurred more than twenty (20) days before the Contractor shall have notified the Contracting Officer in writing of the act or failure to act involved; and (ii) unless the claim in an amount stated, is asserted in writing as soon as practicable after the termination of such delay or interruption, but not later than the date of final payment under the Contract;
- 20.3. No claim under this clause shall be allowed for any delay resulting from the restriction of access to SHAPE facilities as a consequence of the conduct of security or safety exercises provided that such restrictive measures do not exceed five (5) working days over a year period, and that the access restrictions are notified by the Contracting Officer, in writing, to the Contractor at least 11 days prior to their implementation.

21. DISPUTES

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

22. TERMINATION FOR DEFAULT

- 22.1. SHAPE may, subject to the provisions of paragraphs below, by Contracting Officer's written notice of default to the Contractor, terminate the whole or any part of the contract in any one of the following circumstances:

- a. if the Contractor fails to provide the goods and/or perform the services within the time and as specified herein or in any extension thereof; or
- b. if the Contractor fails to perform any of the other provisions of the contract, or so fails to make progress as to endanger performance of the contract in accordance with its terms

and in either of these two circumstances does not resolve such failure within a period of ten days (or such longer period as the Contracting Officer may authorise in writing) after receipt of notice from the Contracting Officer specifying such failure;

- 22.2. In the event that SHAPE terminates the contract in whole or in part as provided in the paragraph above, SHAPE may procure goods and/or services similar to those so terminated and the Contractor shall be liable to SHAPE for any excess costs for such similar goods and/or services . The Contractor shall continue the performance of the contract to the extent not terminated under the provisions of this Clause;
- 22.3. Except with respect to defaults of Sub-contractors, the Contractor shall not be liable for any excess costs if the failure to perform the Contract arises from causes beyond the control and without the fault or negligence of the Contractor. If the failure to perform is caused by the default of a Sub-contractor, and if such default arises from causes beyond the control of both the Contractor and Sub-contractor, without the fault or negligence of either of them, the Contractor shall not be liable for any excess costs for failure to perform unless the goods and/or services to be provided by the Sub-contractor were obtainable from other sources in sufficient time to permit the Contractor to perform the Contract;
- 22.4. If the contract is terminated as provided in the first paragraph of this clause, SHAPE, in addition to any other rights provided in the clause, may require the Contractor to transfer title and deliver to SHAPE in the manner and to the extent directed by the Contracting Officer:
- a. any completed supplies and

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- 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 the contract as has been terminated; and the Contractor shall, upon direction of the Contracting Officer, protect and preserve property in the possession of the Contractor in which SHAPE has an interest. Payment for completed supplies delivered to and accepted by SHAPE shall be at the contract price. Payment for manufacturing materials delivered to and accepted by SHAPE and for the protection and preservation of property shall be in an amount agreed upon by the Contractor and Contracting Officer; failure to agree such amount shall be a dispute concerning a question of fact within the meaning of the clause of the contract entitled "Dispute". SHAPE may withhold from amounts otherwise due the Contractor for such completed supplies or manufacturing materials such sum as the Contracting Officer determines to be necessary to protect SHAPE against loss because of outstanding liens or claims of former lien holders;
- 22.5. If after notice of termination of the contract under the provisions of this Clause, it is determined for any reason that the Contractor was not in default under the provisions of this Clause, or that the default was excusable under the provisions of this Clause, the rights and obligations of the Parties shall, if the Contract contains a clause providing for termination for convenience of SHAPE, be the same as if the notice of termination had been issued pursuant to such Clause;
- 22.6. Both Parties are under duty of good faith. The Contract includes not only the specific terms, but also law and customary practices applicable in the place where the Contract is to be carried out and to the Type of Trade to which the Contract relates.

23. TERMINATION FOR CONVENIENCE OF SHAPE

- 23.1. The performance of work under the contract may be terminated by SHAPE in accordance with this Clause, in whole or in part, whenever the Contracting Officer shall determine that such termination is in the best interest of SHAPE. Any such termination shall be effected by delivery to the Contractor of a Notice of Termination specifying the extent to which performance of work under the Contract is terminated and the date upon which such termination becomes effective;
- 23.2. 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;

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

24. SPECIAL TERMINATION CLAUSE

- 24.1. If at any time, while the contract is in force, either party find itself in one of the following situations:
- a. Death, supervened incapacity or extinction of its legal entity;

- b. Declaration of bankruptcy, reorganisation of debts, take over by a 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 the contract,

then the other party shall be entitled to terminate the contract upon giving written notice of termination under the provisions of this clause to the other party. Such termination shall not be considered as termination for convenience and shall be effective on the date stated on that notice of termination;

- 24.2. However, notwithstanding the above, SHAPE may terminate the contract immediately without compensation or advance notice if it is unable by reason of Force Majeure to perform its obligations under the contract, or if NATO were to undergo a major reorganisation or cease to occupy the current premises in its actual location.

25. TECHNICAL BROCHURES AND MAINTENANCE PLANNING

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

26. MARKING AND LABELING

A label showing the SHAPE 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.

27. NOTICE OF SHIPMENT

- 27.1. 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 C.O.T.R. or such other persons or installations as are designated by the Contracting Officer. If such instructions have not been received by the Contractor at least one working day prior to such delivery to a carrier, the Contractor shall request instructions from the Contracting Officer concerning notice of shipment to be given.

- 27.2. The following information shall be included in such notification:

- a. Contract Number
- b. Shipping address
 - From: (Name and complete address of consignor)
 - To (Name and complete address of consignee)
- c. Listing of supplies by Contract Items(s)
- d. Number of and marking on packages(s)
- e. Weight and dimensions of packages(s)
- f. Name and address of Carrier, mode and date of shipment with waybill number,
- g. Customs documents required by Contractor (if applicable).

28. SAFETY TESTS AND INSPECTIONS

- 28.1. Unless otherwise specifically provided for in the contract, all equipment, materials and articles incorporated in the work covered by this contract are to be new and of the most suitable grade of their respective kinds for the purposes intended. All workmanship shall be first class.
- 28.2. It is the Contractor's responsibility to obtain, at no additional cost to SHAPE, the suitable official certificates (Certificat d'Agréation Belge) for all parts, equipment and installations (such as tanks, generators, transformers, gas lines, etc.) that before putting into use and because of Belgian safety regulations require tests or inspections by formally recognised agencies or firms. The certificates, together with the validated test reports, shall be available and submitted to the COTR prior to the start of the acceptance testing by SHAPE. All new electrical and mechanical installations or modifications must be inspected and accepted by a certified inspection agency;
- 28.3. 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 SHAPE, to the extent practicable at all times and places including the period of manufacture, and in any event prior to acceptance;
- 28.4. If any inspection or test is made by SHAPE on the premises of the Contractor or Sub-contractor, the Contractor without additional charge shall provide all reasonable facilities and assistance to SHAPE inspectors in the performance of their duties. If SHAPE inspection or test is made at a point other than the premises of the Contractor or a sub-contractor, it shall be at the expense of SHAPE except as otherwise provided in this contract. In case of rejection SHAPE shall not be liable for any reduction in value of samples used in connection with such inspection or test. SHAPE reserves the right to charge to the Contractor any additional cost of SHAPE inspection and test when supplies are not ready at the time such inspection, when test is requested by Contractor or when re-inspection or retest is necessitated by prior rejection. Failure to inspect supplies shall neither relieve the Contractor from responsibility for such supplies as are not in accordance with the contract requirements nor impose liability on SHAPE therefore;
- 28.5. In case any supplies are defective in material or workmanship or otherwise not in conformity with the requirements of this contract, SHAPE 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.
- 28.6. In case of a disagreement between the COTR and the contractor concerning the conformity of materials and equipment, tests may be called for by SHAPE, 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.
- 28.7. The inspection and test by SHAPE 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.

28.8. It is the Contractor's responsibility to obtain, at no additional cost to SHAPE, the suitable official certificates for all parts, equipment and installations (such as tanks, generators, transformers, gas lines, etc,) that before putting into use and because of Belgian safety regulations require tests or inspections by formally recognised agencies or firms. The certificates, together with the validated test reports, shall be available and submitted to the C.O.T.R. prior to the start of the acceptance testing by SHAPE. In case of a disagreement between the C.O.T.R. and the contractor concerning the conformity of materials and equipment, tests may be called for by SHAPE, 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.

29. VARIATION IN QUANTITY

No variation in the quantity of any item called for by this contract shall 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.

30. ACCEPTANCE

30.1. Acceptance is the action by which SHAPE acknowledges that the Contractor has fully demonstrated that the deliveries are complete and operational.

30.2. Acceptance or rejection of supplies or works shall be made as promptly as practicable after delivery or completion, except as otherwise provided in the contract. For supplies, at the time and place of delivery, inspection will only be made on the exterior state of the packaging and its accompanying documents. Any damage will be noted on the delivery documents, dated and signed.

30.3. Acceptance will occur when the following requirements have been met:

- Availability at final destination of all deliverables.
- Successful completion of acceptance testing.
- Satisfactory completion of all training or other services, if any, required by that date.

30.3.1. Provisional Acceptance:

Provisional Acceptance will occur when discrepancies exist. In this case:

- The Contracting Officer and the Contractor shall agree and establish a list of discrepancies with corresponding clearing dates.
- SHAPE reserves the right to withhold from payment an amount commensurate with the importance of these, which in any case will be less than 10% of the total contract price, excluding options, until all discrepancies are solved.

30.3.2. Final Acceptance:

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

31. TITLE TO PROPERTY AND RISK OF LOSS

- 31.1. Unless this contract specifically provides for earlier passage of title, title to property of the supplies covered by this contract shall pass to SHAPE upon formal acceptance, regardless of when or where SHAPE takes physical possession;
- 31.2. Unless this contract specifically provides otherwise, risk of loss or of damage to supplies covered by this contract shall remain with the Contractor until, and shall pass to SHAPE upon:
- a. delivery of the supplies to a carrier, if transportation is Ex Works (EXW);
 - b. acceptance by SHAPE or delivery of the supplies to SHAPE at the destination specified in this contract, whichever is later;
- 31.3. Notwithstanding 31.2. above, risk of loss of or damage to supplies which so fail to conform to the contract as to give a right of rejection shall remain with the Contractor until cure or acceptance by SHAPE;
- 31.4. The Contractor shall not be liable for loss of or damage to supplies caused by the negligence of officers, agents or employees of SHAPE acting within the scope of their employment.

32. WARRANTY

- 32.1. Notwithstanding inspection and acceptance by SHAPE of supplies furnished under the Contract or any provision of the contract concerning the conclusiveness thereof, the Contractor warrants that for a period of twenty-four (24) months following the date of acceptance all supplies furnished under the contract shall be free from defects in material or workmanship and shall conform with the specifications and all other requirements of the contract;
- 32.2. The Contracting Officer shall give written notice to the Contractor of any breach of the warranties in the first paragraph of this clause within thirty (30) days after discovery of any defect;
- 32.3. Within a reasonable time after such notice, the Contracting Officer may either:
- a. by written notice require the prompt correction or replacement of any supplies or part thereof (including preservation, packaging, packing and marking) that do not conform with requirements of the contract within the meaning of the first paragraph 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;
- 32.4. 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 the contract and the Contractor's plant and return;

- 32.5. If the Contractor does not agree as to its responsibility to correct or replace the supplies delivered, he shall nevertheless proceed in accordance with the written request issued by the Contracting Officer per the third paragraph of this clause 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 shall 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 the contract entitled "DISPUTES";
- 32.6. 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 shall 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;
- 32.7. In case of a provisional acceptance the warranty period starts at the date of provisional acceptance and ends twenty-four (24) months after the date of provisional acceptance;
- 32.8. 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 the contract;
- 32.9. The word "supplies" as used herein includes related services;
- 32.10. The rights and remedies of SHAPE provided in this clause are in addition to and do not limit any rights afforded to SHAPE by any other clause of the Contract.

33. SERVICE PARTS AND AVAILABILITY

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

34. INVOICES

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

35. PAYMENTS

- 35.1. Payments for all supplies and services shall be made within the following month when properly supported and acceptable invoices submitted upon completion of delivery, or of the works, inspection, and acceptance, have been received;

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- 35.2. No payment shall be made with respect to undelivered supplies, work not performed and/or services not rendered under the contract;
- 35.3. Payment shall be made in the currency or currencies of the Contract and the Contractor shall bear all related charges;
- 35.4. SHAPE shall not bear any cost related to financial guarantees, which the Contractor is required to provide under the contract.

36. ASSIGNMENT OF CLAIM

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

37. AUDIT

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

38. CORRUPTION AND ILLICIT GRATUITIES

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

39. RELEASE OF NEWS/INFORMATION

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

40. INCONSISTENCY BETWEEN ENGLISH VERSION AND TRANSLATION OF CONTRACT

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

41. CONTRACT ADMINISTRATION AND COMMUNICATIONS

- 41.1. The Contractor shall direct all inquiries, notices and communications regarding the contract to the Contracting Officer;

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

**SUPREME HEADQUARTERS ALLIED POWERS
EUROPE**

ACO CENTRALISED PROCUREMENT OF VEHICLES

**PART III
STATEMENT OF WORK (SOW)**

IFIB-ACO-SH-09-30

PART III**STATEMENT OF WORK (SOW)****1. GENERAL**

Hereinafter you will find the technical specifications and general instructions for the 2009 SHAPE and LISBON vehicle procurement program.

1.1. The vehicles shall:

- comply with the national regulations of the country in which they will be registered;
- comply with EU regulations when applicable;
- be delivered ready for registration in the country of destination;
- be delivered at the appropriate headquarter which delivery location is indicated underneath;
- be provided with a “Certificate of Conformity” as in accordance with the national requirement.

1.2. The availability of spare parts has to be guaranteed for minimum, 8 years for sedans and station wagons, 10 years for minibuses and light trucks, 20 years for trucks.

2. ACRONYMS

2.1. ACRONYMS FOR THE TYPE OF VEHICLES:

CLASS (AB)	TYPE OF SEDANS, LIMOUSINES
CLASS (AD)	TYPE OF SEDANS STATIONWAGON, SMALLER
CLASS (BA)	TYPE OF MINIBUS, 7 SEATER
CLASS (EA)	LIGHT TRUCK – SHORT WHEEL BASE
CLASS (EB)	LIGHT TRUCK – LONG WHEEL BASE
CLASS (EC)	MINIVAN
CLASS (TE)	CARGO TRAILER

2.2. HEADQUARTERS' ACRONYMS:

SHAPE	MONS, BELGIUM
JHQ LISBON	JOINT HEADQUARTER LISBON/PORTUGAL

2.3. IDENTIFICATION FOR VEHICLE CATEGORY:

- **CLASS (AB):** MERCEDES E, AUDIA6, BMW 5, VOLVO S60-S80, PEUGEOT 607, CITROEN C6, or similar...
- **CLASS (AD):** FORD FOCUS Station wagon, OPEL ASTRA/VECTRA

Station wagon, VOLVO V50, or similar...

- **CLASS (BA):** FORD TRANSIT, OPEL VIVARO, PEUGEOT BOXER or similar...
- **CLASS (EA):** FORD TRANSIT VAN, OPEL MOVANO, FIAT DUCATO – Short wheel base, or similar....
- **CLASS (EB):** FORD TRANSIT VAN, OPEL MOVANO, FIAT DUCATO – Long wheel base, or similar....
- **MINIVAN (EC):** OPEL COMBO, VW CADDY, or similar...

3. VEHICLES SPECIFICATIONS:

3.1. SHAPE - BELGIUM

DELIVERY ADDRESS:

S4 TRANSPORTATION OPERATIONS

ATTN: M. R. DEVENYI/PO1 NOBLE

BLDG 214 – 7010 SHAPE-BELGIUM

TEL: 00-32- 65 44 4365

Fax: 00-32- 65 35 2642

A. MINIMUM EQUIPMENT REQUIRED FOR 4-DOOR SEDAN-STYLE CAR (AB CATEGORY) – QUANTITY: 2 (TWO)

- Diesel engine with low fuel consumption (complying at least with EURO IV emission standards) with displacement 2350-2749 ccm and with Diesel Particulate Filter
- Minimum length is 4.70 m
- Air-conditioning system
- Airbags: at least 6, front, side and curtain
- Spare tyre
- ABS/ESP
- Fire extinguisher, first aid kit and warning triangle (Legal kit)
- Any optional equipment for the bidder's discretion
- Colour: Dark Blue Standard

B. MINIMUM EQUIPMENT REQUIRED FOR 5-DOOR STATION WAGON-STYLE CAR (AD CATEGORY) FOR SHAPE POLICE – QUANTITY: 6 (SIX)

1. GENERAL FEATURES FOR THE VEHICLES

- Diesel engine with low fuel consumption (complying at least with EURO IV emission standards) with displacement 1575-1899 ccm and with Diesel Particulate Filter

-
- Engine performance is min 72Kw
 - Automatic transmission (gear system)
 - Air-conditioning system
 - Length of the vehicle is between 4400 – 4530 mm
 - Maximum height (with closed bonnet and tailgate) of the vehicle is: 1600 mm
 - Luggage space (compartment) capacity is minimum 400 litres which could be extended to a minimum of 1250 litres– flexible interior layout with folded flat seats allowing to transport large loads or passengers
 - Extra heating system for winter time, “stand heating for the engine”
 - Electronic windows front
 - Airbags: at least 4 - front and curtain
 - All-season tyres
 - Spare tyre
 - Colour: white standard
 - Minimum safety systems:
 - ABS
 - ESP
 - No ashtray, but min two (12V) plugs (power outlets) in the front
 - Luggage cover roller removable
 - Fire extinguisher, first aid kit and warning triangle (to meet legal requirement)
 - Any optional equipment (like reversing sensor system, electrical operated and heated outside mirrors) at the bidder’s discretion – free of charge options
 - Retractable netting safety system directly behind the second row.

**1.A. SPECIAL FEATURES FOR ONE POLICE VEHICLE –
QUANTITY: ONE (1)**

- Two concealed Blue LED emergency lights (behind the front grill)
- Two concealed Blue LED emergency lights in the back window
- Siren
- Removable ignition key (the police patrol can leave the engine running, lock the door and work on the location)
- 2 rechargeable maglites mounted inside the car
- Motorola Radio System (free speak system)

**1.B. SPECIAL FEATURES FOR FIVE POLICE VEHICLES –
QUANTITY: FIVE (5)**

- Blue LED, roof mounted light bar system, front take down lights
- PA Speaker system
- Two concealed Blue LED emergency lights (behind the front grill)

- Removable side spot lights for searching
- Siren
- Removable ignition key (the police patrol can leave the engine running, lock the door and work on the location)
- 2 rechargeable maglites mounted inside the car
- Motorola Radio System (free speak system)

C. MINIMUM EQUIPMENT REQUIRED FOR MINIVAN MULTIPURPOSE CARS
(BA CATEGORY) – QUANTITY: 4 (FOUR)

- Diesel engine with low fuel consumption (complying at least with EURO IV emission standards) with minimum displacement of 1899ccm and with Diesel Particulate Filter
- Engine performance is min 80 kW
- Capability to carry 6 passengers + driver – flexible interior layout (with last row folded flat seats)
- Length of the vehicle is between 4600 – 4950 mm
- The height (with closed bonnet and tailgate) of the vehicle is between 1650-1900 mm
- Airbags: at least 6, front, side and curtain
- Minimum safety systems:
 - ABS
 - ESP
- Spare tyre
- Fire extinguisher, first aid kit and warning triangle (to meet legal requirement)
- Any optional equipment (i.e. air conditioning system) at the bidder's discretion
- Colour: Dark Blue Standard

D. MINIMUM EQUIPMENT REQUIRED FOR A CURTAINSIDE VERSION VAN
(EA CATEGORY) – QUANTITY: 1 (ONE)

- Diesel engine with low fuel consumption (complying at least with EURO IV emission standards) with min displacement 1899 ccm and with Diesel Particulate Filter
- Engine performance: minimum 85KW
- Wheelbase is between 3050- 3300 mm
- Gross vehicle weight is max: 3500 kg
- Basic vehicle with capability to carry 2 passengers plus driver
- Open cargo area minimum 4.0 m² (min dimensions: length 2.4m and width 1.65m) with removable side and corner pillars and canvas top

- Cargo floor with load lashing points
- Sidewall height is min 350 mm
- Payload is minimum 800 kg
- Airbag driver and co-driver
- Spare tyre
- Trailer coupling (hook)
- Minimum safety systems:
 - ABS
 - ESP
- Fire extinguisher, first aid kit and warning triangle (to meet legal requirements)
- Any optional equipment (latest technological developments) at the bidder's discretion
- Colour: Dark Blue Standard

E. MINIMUM EQUIPMENT REQUIRED FOR A LIGHT PANEL VAN
(EA CATEGORY) - QUANTITY: 1 (ONE)

- Diesel engine with low fuel consumption (complying at least with EURO IV emission standards) with min displacement 1899 ccm and with Diesel Particulate Filter
- Engine performance: minimum 85KW
- Vehicle type: Truck light panel van
- Gross vehicle weight is max: 3500 kg
- Wheelbase is max. 3300 mm
- Basic vehicle with capability to carry 2 passengers plus driver
- Loading capacity is min 6.5 m³
- Payload is minimum 1000 kg
- Cargo area (min dimensions: length 2.5m, width 1.7m and height 1.6m)
- Space for at least three 1,2 m * 0,8 m Europallets with the minimum width of 1250mm between the wheel wells
- Airbag driver and co-driver
- Double co-driver seat
- Two rear unglazed doors with 180 degree opening
- Nearside sliding side access door
- Spare tyre
- Minimum safety systems:
 - ABS
 - ESP
- Light for cargo area
- Trailer coupling (hook)
- Cargo floor with load lashing rings (minimum 6)
- Lashing bars in cargo area: minimum 3 along each side length of cargo area

- Sides of cargo area: protected and reinforced up to 1 meter height
- Fire extinguisher, first aid kit and warning triangle (to meet legal requirements)
- Any optional equipment (latest technological developments) at the bidder's discretion
- Colour: Dark Blue Standard

F. MINIMUM EQUIPMENT REQUIRED FOR A LIGHT PANEL VAN, DOUBLE CABIN
(EA CATEGORY) - QUANTITY: 1 (ONE)

- Diesel engine with low fuel consumption (complying at least with EURO IV emission standards) with min displacement 1899 ccm and with Diesel Particulate Filter
- Engine performance: minimum 85KW
- Vehicle type: Truck light panel van with capability to carry 5 passengers plus driver
- Gross vehicle weight is max: 3500 kg
- Wheelbase is between 3050- 3300 mm
- Cargo area height is minimum 1500 mm
- Payload is minimum 800 kg
- Space for at least two 1,2 m * 0,8 m Europallets with the minimum width of 1250mm between the wheel wells
- Airbag driver and co-driver
- Double co-driver seat
- Two rear unglazed doors with 180 degree opening
- Spare tyre
- Minimum safety systems:
 - ABS
 - ESP
- Light for cargo area
- Trailer coupling (hook)
- Cargo floor with load lashing rings (minimum 6)
- Lashing bars in cargo area: minimum 3 along each side length of cargo area
- Sides of cargo area: protected and reinforced up to 1 meter height
- Fire extinguisher, first aid kit and warning triangle (to meet legal requirements)
- Any optional equipment (latest technological developments) at the bidder's discretion
- Colour: Dark Blue Standard

G. MINIMUM EQUIPMENT REQUIRED FOR A LONG WHEELBASE VAN
(EB CATEGORY) - QUANTITY: 1 (ONE)

- Diesel engine with low fuel consumption (complying at least with EURO IV emission standards) with Diesel Particulate Filter
- Vehicle type: light truck with a box-like construction, with normal (short) cabin
- Engine performance: minimum 95 kW
- Capability to carry 2 passengers plus driver
- Cargo area dimensions are: minimum length is 4.5m, minimum width is 2.0m and minimum height is 2.4m
- Gross vehicle mass is 3500 kg (should be driven with category B driving licence)
- Cargo floor with load lashing points (minimum eight) and side walls with load lashing rings (minimum nine on each side)
- Airbag driver and co-driver
- Spare tyre
- Trailer coupling (hook)
- Minimum safety systems:
 - ABS
 - ESP
- Fire extinguisher, first aid kit and warning triangle (to meet legal requirement)
- Any optional equipment (latest technological developments) at the bidder's discretion
- Colour: Dark Blue Standard

H. MINIMUM EQUIPMENT REQUIRED FOR A MINIVAN
(EC CATEGORY) - QUANTITY: 2 (TWO)

- Diesel engine with low fuel consumption (complying at least with EURO IV emission standards) with displacement 1699-2299 ccm and with Diesel Particulate Filter
- Vehicle type: Minivan with capability to carry one passenger + driver
- Gross vehicle weight is max: 2500 kg
- Maximum length of the vehicle is 4500 mm
- Payload is between 500-800 kg
- Load compartment is minimum 2m³
- Bulkhead to prevent loads from entering the cab area
- Two rear wing doors with windows
- Airbag: driver and passenger
- Spare tyre
- Minimum safety systems:

- ABS
- ESP
- Fire extinguisher, first aid kit and warning triangle (to meet legal requirements)
- Any optional equipment (latest technological developments) at the bidder's discretion
- Colour: Dark Blue Standard
- Cargo floor protected by rubber + minimum 4 load lashing rings
- Cargo straps
- Light for cargo area.

3.1.2 SUMMARY OF VEHICLES FOR SHAPE

Cat	Type of the vehicle	Number of required vehicles
AB	Class II type sedans, limousines	2
AD	Class IV type sedan stationwagons (special vehicle for POLICE)	6
BA	Minibus up to 7 seats	4
EA	Light truck on a short wheelbase (dropside version)	1
EA	Light truck on a short wheelbase (light panel van)	1
EA	Light truck on a short wheelbase (light panel van double cabin)	1
EB	Truck light long wheel base standard (Gross vehicle weigh is max, 3,5 tons)	1
EC	Minivan	2

3.2. JHQ LISBON - PORTUGAL**DELIVERY ADDRESS:****JCL TRANSPORTATION OFFICE****JHQ LISBON, OEIRAS, PORTUGAL****ATTN: CAP Vitor PINTO – Head of Transportation Section****BLDG 214 – 7010 SHAPE-BELGIUM****TEL: 00-351 21440 4221****FAX: 00-351 21440 4248****MINIMUM EQUIPMENT REQUIRED FOR A TRUCK LIGHT VAN
(LOWER THAN 3.5 TON) (EA CATEGORY) – QUANTITY: 1 (ONE)**

- Diesel engine with displacement around 2.0 TDCI
- Van model
- Payload 1000 to 1500 kg
- Rubber matting on cargo floor board
- Thermal chassis on cargo space
- 3 seats (including the driver)
- 4 doors (with rear and lateral opening doors)
- Central locking with remote control
- ABS/ESP
- Pre-installation for hands-free telephone set
- Cfc free air conditioning
- Serial airbags
- Spare wheel
- Radio/CD player
- Fire extinguisher, first aid kit, lights kit and warning triangle
- Any option equipment at the bidder's discretion
- Manuals (Portuguese and English versions)
- Colour: Dark Blue Standard

3.2.1 SUMMARY OF VEHICLES FOR LISBON

Cat	Type of the vehicle	Number of required vehicles
EA	Light truck Van	1

3.3. OPTIONS

FOLLOWING IS TO BE QUOTED AS A SEPARATE OPTION ON THE FORMAT FOR PRICE QUOTATION:

- Set of workshop manuals and spare parts documentation in English and the language of the country of registration;
- Delivery costs to local dealer in country of destination.

4. DOCUMENTATION

The Certificate of Conformity and an original invoice plus three duplicates have to be supplied with each vehicle at the time of delivery. Certain nations do not allow vehicle registration without these documents.

Two sets of the operator (technical) manuals are to be supplied with each vehicle, one in the English language, one in the language of the country of destination.

5. DELIVERY TERMS

The Contractor is responsible for the delivery of vehicles at the named destinations mentioned in the above paragraph 2.4. For the delivery, the reference INCOTERMS is DDU (Delivered Duty Unpaid).

6. ACCEPTANCE

Unless otherwise specified, the authorised representatives of the Headquarters concerned will do the inspection and acceptance, after receipt of the vehicle(s) at final destination.

Acceptance will take place without any additional costs to local dealer or to the transportation company.