1. GENERAL ADMINISTRATIVE SPECIFICATIONS

1.1 The Procurement and Supplies Service, North Atlantic Treaty Organisation (NATO), is responsible for applying the bidding procedure to meet the requirements of the Organisation.

1.2 Implementation of this procedure does not entail any obligation to award the contract; the competent authority may either decide not to let the contract or set the procedure in motion again, if necessary in a different form.

1.3 When the contract covers several lots, the competent authority reserves the right to allocate some of them only and it may even decide that the other lots will be covered by one or more contracts, if necessary under a different procedure.

1.4 Calls for bids may be altered or cancelled in whole or in part, before the closing date stated in the special contract specifications.

2. BIDS

2.1 Bids, drafted in French or in English, must be received in duplicate in a sealed envelope, before the closing date stated in the special contract specifications. The official mailing label attached in Annex must be affixed to the outside of the envelope containing the bids. In the event the volume of material exceeds the capacity of the envelope, bids may be inserted into any other larger envelope, carton or box, to the exterior of which shall be affixed the official mailing label.

2.2 Up to the closing date, bidders may modify or cancel their offers in whole or in part.

2.3 Unless otherwise stated in the special contract specifications, bidders may make alternative proposals on a separate sheet which must be clearly marked «ALTERNATIVE».

2.4 The samples referred to in the Special Administrative Clauses must be enclosed with the bid, if necessary under separate cover, provided that no price is stated.

3. AWARDS

3.1 The Awards Committee meets in private.

3.2 The Awards Committee may accept or reject bids in whole or in part, as stated in 1.2 and 1.3.

3.3 The Awards Committee selects the valid bid which it considers the most advantageous, taking into account the quotation, the cost of utilization, the technical characteristics, the reliability of supplies, the professional and financial credibility of each bidder, the time schedule, any other relevant considerations, whether or not they are covered by the Special Administrative Clauses, together with any «SUGGESTIONS» made in the bid, unless otherwise stipulated in the Special Administrative Clauses.

3.4 Bidders will be informed in writing whether their offer has been accepted or rejected. No reasons will be given.
4. PRICES

4.1 Except where otherwise stated by the bidder, the prices shall be firm and not subject to revision at any time during one year after the date of his offer. No price variation clause can be taken into consideration unless a special prior agreement has been concluded to this effect and confirmed in writing. Prices shall be applicable not only to the quantity stated in the Special Administrative Clauses, but also to any additional orders which may be placed during the year.

4.2 After one year, the terms of the contract may be extended from year to year, up to a total of three years, provided that the bidder agrees to maintain his prices. The price revision clauses will only be taken into account if specified in the Special Administrative Clauses.

5. PRICE CALCULATION

5.1 Prices may be quoted in the currency of the bidding country or the country of origin of the merchandise.

5.2 Under Articles 9 and 10 of the Ottawa Agreement approved by the Act of 1st February, 1955 (Moniteur Belge, issue of 6th March 1955) : «Services supplied and goods delivered to the Organisation for its official use shall be exempt from value added tax for each operation the cost of which is EURO 123.95 or more, exclusive of VAT. Goods and services supplied in this way will be treated as exports.»

5.3 Similarly, the Organisation is exempt from all Customs duties and quantitative restrictions on imports and exports in respect of articles imported or exported by the Organisation, for its official use, regardless of the amount. Under this provision, goods imported by the Organisation for its official use are exempt from VAT. Such exemption is granted by the Customs and Excise in accordance with the procedures governing import duties, even in the case of goods on which no such duty is payable.

5.4 The form authorising tax-free import will be made available to the successful bidder provided that details are sent to the Customs Unit of the Organisation, along with the order form, a fortnight before the expected date of delivery.

5.5 The supplier will be responsible for any bonded warehouse charges arising from failure to observe clause 5.4.

6. ORDERS

All orders placed by the Organisation will invariably be on numbered order forms or contracts signed by the Head of Purchasing and Contracts Service and complete with the Organisation's official stamp. Above a limit stated on the order form or contract, signature of the Financial Controller is necessary.
7. DELIVERY - ACCEPTANCE OF GOODS

7.1 Unless otherwise stipulated by the Organisation, goods shall be delivered to the following address between 8.30 and 12.30 hours and 14 and 17 hours from Monday to Thursday and between 8.30 and 12.30 hours and 13 and 16 hours on Friday: NATO - Evere (Brussels) - Zaventem motorway, Reception Warehouse, Building P.

7.2 Deliveries must be accompanied by a consignment note in duplicate; one copy will be signed and returned to the supplier while the other will be kept by the Organisation for checking purposes. Acceptance by the Organisation is subject to quantity and quality checks.

7.3 Goods shall be delivered packed in accordance with the normal standards applicable to each category of supplies. Packing shall be adequate to protect goods, equipment or supplies from all damage during transport. The supplier shall be entirely responsible for damage due to inadequate packing. No packing materials will be returned.

7.4 The delivery dates given in the Special Administrative Clauses must be strictly adhered to unless otherwise stipulated by the contractor, in agreement with the Organisation.

7.5 A penalty of 1,000th of the value of goods to be delivered within a time limit which has been indicated and is confirmed by the contractor may be imposed for each day's delay when prejudicial to the Organisation; the Organisation alone will decide when such prejudice has been caused. This penalty will not be imposed in the event of circumstances entirely beyond the control of the supplier duly reported by recorded delivery. The total amount of the penalties imposable under this clause is unlimited.

7.6 Goods will be accepted only if they meet recent specifications and are delivered undamaged and subject to quantity checks by the acceptance service and quality checks by the users.

7.7 The contractor is required to guarantee for at least 5 years the supply of all spare parts necessary for the maintenance or repair of the furniture or equipment offered. In the event of these conditions not being respected in full, the Organisation reserves the right either to cancel the order, or to procure the whole of the order from another supplier at the contractor's expense, or to reduce the overall price.

8. HOLDBACK

8.1 Unless otherwise stipulated in the Special Administrative Clauses, the Organization will hold back 5% of the value of each invoice presented by the contractor.

8.2 The holdback may only be released at the request of the contractor after final acceptance, which takes place by agreement between the contractor and the Organization one year after provisional acceptance.

8.3 At the contractor's request the holdback may be replaced by a bank guarantee (or any other generally accepted guarantee instrument) for the same sum, subject to the Organization's agreement.
9. INVOICES

9.1 Numbered invoices must be submitted for all orders after FULL delivery.
9.2 The invoice should show the references, serial numbers and dates of the order form and the consignment note and give a detailed description of the goods together with their reference numbers.
9.3 Invoices must be made out in TRIPPLICATE.
9.4 As stipulated under 5.2 and 5.3, the Organisation is fully exempt from Customs duties and VAT for all transactions which amount to EURO 123,95 or more, exclusive of VAT. For this purpose, all invoices must bear the words : «NET OF VAT, ARTICLE 42, PARAGRAPH 3 - 3 OF THE CODE CIRCULAR N° 2/3.1.1978».
9.5 Invoices must be sent to the Organisation, for the attention of the Head of Purchasing and Contracts Service, within TEN days of COMPLETION of the deliveries.

10. PAYMENT

10.1 Payment will be made by NATO by postal or bank transfer or by cheque after the goods have been accepted on presentation of a provisional acceptance report, where appropriate, and on receipt of invoices in triplicate for the agreed amount as shown on the order form or the work contract, less any performance bond.
10.2 Contracts can provide for no advance payments except for services rendered and accepted.

11. COUNTRY OF ORIGIN

The goods supplied must come from one of the NATO member countries.

12. ARBITRATION CLAUSE

12.1 Disputes arising from the performance and/or the interpretation of the contract which are not settled amicably, will be submitted to arbitration as follows :
12.2 The party instituting the arbitration proceedings shall advise the other party by registered letter, with official notice of delivery, of his desire to have recourse to arbitration. Within a period of thirty days from the date of receipt of this letter, the parties shall jointly appoint an arbitrator. In the event of failure to appoint an arbitrator, the dispute or disputes shall be submitted to an Arbitration Tribunal consisting of three arbitrators, one being appointed by NATO, another by the other contracting party, and the third, who shall act as President of the Tribunal, by these two arbitrators. Should one of the parties fail to appoint an arbitrator during the fifteen days following the expiration of the first period of thirty days, or should the two arbitrators be unable to agree on the choice of the third member of the Arbitration Tribunal, within thirty days following the expiration of the said first period, the appointment shall be made, within twenty-
one days, at the request of the party instituting the proceedings, by the Secretary General of
the Permanent Arbitration Court in The Hague.

12.3 Regardless of the procedure concerning the appointment of this Arbitration Tribunal, the third
arbitrator will have to be of a nationality different from the nationality of the other two members
of the Tribunal.

12.4 Any arbitrator must be of the nationality of any one of the member states of NATO and shall be
bound by the rules of security in force within NATO.

12.5 Any person appearing before the Arbitration Tribunal in the capacity of an expert witness shall,
if he is of the nationality of one of the member states of NATO, be bound by the rules of
security in force within NATO; if he is of another nationality, no NATO classified documents or
information shall be communicated to him.

12.6 An arbitrator who, for any reason whatsoever, ceases to act as an arbitrator, shall be replaced
under the procedure laid down in paragraph 1 above.

12.7 The Arbitration Tribunal will take its decisions by a majority vote. It shall decide where it will
meet and, unless it decides otherwise, shall follow the arbitration procedures of the
International Chamber of Commerce in force.

12.8 The award of the Arbitrator or of the Arbitration Tribunal shall be final and there shall be no
right of appeal or recourse of any kind. These awards shall determine the apportionment of the
arbitration expenses.

13. SECURITY MEASURES

13.1 CONTRACTOR'S WORKFORCE

The designated contractor must undertake to comply with the following requirements:

a) employ only nationals of NATO member countries at the NATO permanent HQ;
b) have every member of the team involved in this project (Contractor's team and
subcontractor's team) sign an Acknowledgement of Responsibility, a copy of which is
attached to these General Administrative Clauses;
c) at least 15 working days before the start of work, provide the NATO Construction
Service with full personal particulars of the workforce to be employed to carry out the
works, together with the registration numbers of vehicles that must have access to the
site and a list of the machinery to be used;
d) notify the NATO Administration at least 4 working days in advance of any proposed
changes in the team(s) working on the NATO site;
e) use for the present project only staff approved by the Administration, which is not
required to justify its decisions;
f) immediately terminate the employment at the NATO site of any member of his
workforce whose presence is regarded as undesirable by the Organization, without the
latter being required to give the grounds for its request; moreover, NATO shall in no
circumstances be held liable for the consequences of such a decision;
g) ensure that members of his workforce are informed that they and their vehicles may be
searched on entering or leaving NATO;
h) nominate a team leader who shall always be present on the work-site to liaise with the
Administration on all administrative and technical matters and with the Security Service
for matters in its field of responsibility;
i) take all the necessary precautions to protect persons and property against all risks
arising from his works, in accordance with Belgian labour regulations and clauses, and
indemnify NATO against any action which might be initiated as a result of these works.
13.2 SITE ACCESS

a) All access to the work-site shall be via the designated entrance. The contractor and his personnel shall comply with the instructions given by the Administration or the Security Service.

b) The Contractor and his workforce may only move about within the limits and along the roads specified by NATO.

c) Work on the contract and movement around the NATO site shall be under the surveillance of one or more members of NATO’s Security Service.