

NATO UNCLASSIFIED

RFQ-CO-13079-TMCC  
Book II – The Prospective Contract  
Part II - Special Contract Provisions



**RFQ-CO-13079-TMCC**

**Consultancy Support Services - Convoy Tracking for ISAF  
Freedom of Movement**

**BOOK II - PART II**

**SPECIAL CONTRACT PROVISIONS**

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**PART II**  
**SPECIAL CONTRACT PROVISIONS**  
**INDEX OF CLAUSES**

ARTICLE 1	ORDER OF PRECEDENCE .....	3
ARTICLE 2	SCOPE OF WORK.....	3
ARTICLE 3	PARTICIPATING COUNTRIES.....	3
ARTICLE 4	FIRM FIXED PRICE .....	3
ARTICLE 5	TRANSPORTATION OF EQUIPMENT.....	4
ARTICLE 6	PLACE AND TERMS OF DELIVERY .....	4
ARTICLE 7	TITLE AND RISK OF LOSS .....	4
ARTICLE 8	COMPREHENSION OF CONTRACT AND SPECIFICATIONS.....	4
ARTICLE 9	CHANGES.....	5
ARTICLE 10	PERFORMANCE GUARANTEE.....	5
ARTICLE 11	LIQUIDATED DAMAGES.....	6
ARTICLE 12	INTELLECTUAL PROPERTY RIGHT INDEMNITIES AND ROYALTIES.....	7
ARTICLE 13	RIGHTS IN TECHNICAL DATA & COMPUTER SOFTWARE .....	7
ARTICLE 14	SUPPLEMENTAL AGREEMENTS.....	7
ARTICLE 15	INVOICES AND PAYMENT .....	8
ARTICLE 16	CONTRACT ADMINISTRATION.....	9
ARTICLE 17	CONFIDENTIALITY AND NON-DISCLOSURE.....	9
ARTICLE 18	CONTRACTOR’S EMPLOYEES .....	9
ARTICLE 19	KEY PERSONNEL.....	10
ARTICLE 20	INDEPENDENT CONTRACTOR.....	11
ARTICLE 21	SECURITY .....	11
ARTICLE 22	CONTRACTOR PERFORMANCE IN OPERATIONAL AREA – AFGHANISTAN...	11
ARTICLE 23	MESSING, LODGING, WATER AND LAUNDRY SERVICES.....	13
ANNEX A : STANDBY LETTER OF CREDIT TEMPLATE		
ANNEX B : NATO C3 AGENCY DECLARATION		
ANNEX C : KEY PERSONNEL		

**ARTICLE 1 ORDER OF PRECEDENCE**

- 1.1 In the event of any inconsistency in this Contract, the inconsistency shall be resolved by giving precedence in the following order:
- a. The Schedule of Supplies and Services
  - b. The Special Contract Provisions
  - c. The Statement of Work
  - d. NC3A Basic Ordering Agreement, General Provisions

**ARTICLE 2 SCOPE OF WORK**

- 2.1 The scope of this contract is the provision of ISAF-wide Consultancy Support Services for the project ‘Convoy Tracking – Freedom of Movement’ as described in Part I - Schedule of Supplies and Services and Part III - Statement of Work.

**ARTICLE 3 PARTICIPATING COUNTRIES**

- 3.1 None of the work, including project design, labour and services shall be performed other than by firms from and within participating countries.
- 3.2 The term “Participating Country” as used herein means one of the 28 contributing NATO nations in the project, namely, (in alphabetical order): ALBANIA, BELGIUM, BULGARIA, CANADA, CROATIA, THE CZECH REPUBLIC, DENMARK, ESTONIA, FRANCE, GERMANY, GREECE, HUNGARY, ICELAND, ITALY, LATVIA, LITHUANIA, LUXEMBOURG, THE NETHERLANDS, NORWAY, POLAND, PORTUGAL, ROMANIA, SLOVAKIA, SLOVENIA, SPAIN, TURKEY, THE UNITED KINGDOM and THE UNITED STATES.
- 3.3 No materials or items of equipment down to and including identifiable sub-assemblies shall be manufactured or assembled by a firm other than from and within a participating country.
- 3.4 The intellectual property rights to all design documentation and related system operating software shall reside in NATO member countries, and no license fees, or royalty charges shall be paid by the Contractor to firms, individuals or governments other than within the NATO member community.

**ARTICLE 4 FIRM FIXED PRICE**

- 4.1 This is a Firm Fixed Price Contract. Firm Fixed Prices are established for the supplies and services defined in Part I - Schedule of Supplies and Services.
- 4.2 The Purchaser assumes no liability for costs incurred by the Contractor in excess of the stated Firm Fixed Price except as provided under other provisions of this Contract.
- 4.3 The Total Contract price is inclusive of all expenses related to the performance of the present contract. All travel and per diem costs are included in the Firm Fixed Prices, together with cost of lodging and subsistence costs for all individuals. Only the

authorised travel costs specified in the Statement of Work will be reimbursed separately.

- 4.4 The Total Contract price in this Contract is Delivery Duty Paid (Incoterms 2000).

#### **ARTICLE 5 TRANSPORTATION OF EQUIPMENT**

- 5.1 All supplies covered under this contract, including items shipped under warranty for repair or otherwise, shall be transported to and from all destinations at the responsibility of the Contractor. The Purchaser shall not be liable for any storage, damage, accessorial or any other charges involved in such transporting of supplies.

#### **ARTICLE 6 PLACE AND TERMS OF DELIVERY**

- 6.1 Deliverables under this Contract shall be delivered DDP (Delivery Duty Paid) in accordance with the International Chamber of Commerce INCOTERMS 2000 to the destination(s) and at such times as set forth in the Schedule of Supplies and Services. The Contractor shall note that the Purchaser is exempt from customs duties and VAT.

#### **ARTICLE 7 TITLE AND RISK OF LOSS**

- 7.1 Title and Risk of Loss to all delivered equipment, software and documentation shall transfer to and vest with the Purchaser, upon Acceptance of each delivered equipment, software and documentation as defined in Part III - Statement of Work.

#### **ARTICLE 8 COMPREHENSION OF CONTRACT AND SPECIFICATIONS**

- 8.1 The Contractor warrants that he has read, understood and agreed to each and all terms, clauses, specifications and conditions specified in the contract and that this signature of the contract is an acceptance, without reservations, of the said contract terms within their normal and common meaning.
- 8.2 The specifications set forth the performance requirements for the Contractor's proposed work as called for under this contract. Accordingly, notwithstanding any conflict or inconsistency which hereafter may be found between achievement of the aforesaid performance requirements and adherence to the Contractor's proposed design for the work, the Contractor hereby warrants that the work to be delivered will meet or exceed the performance requirements of the said specifications.
- 8.3 The Contractor hereby acknowledges that he has no right to assert against the Purchaser, its officers, agents or employees, any claims or demands with respect to the aforesaid specifications as are in effect on the date of award of this contract.
- 8.3.1 Based upon impossibility of performance, defective, inaccurate, impracticable, insufficient or invalid specifications, implied warranties of suitability of such specifications, or
- 8.3.2 Otherwise derived from the aforesaid specifications, and hereby waives any claims or demands so based or derived as might otherwise arise.

- 8.4 Notwithstanding the “Changes” clause or any other clause of the contract, the Contractor hereby agrees that no changes to the aforesaid specifications which may be necessary to permit achievement of the performance requirements specified herein for the Contractor’s proposed work shall entitle the Contractor either to any increase in the firm fixed price as set forth in this contract or to any extension of the delivery times for the work beyond the period of performance in the Schedule of Supplies and Services.

## **ARTICLE 9        CHANGES**

- 9.1 The Purchaser may at any time, by written order designated or indicated to be a change order, and without notice to the sureties, if any, make changes within the scope of any Contract or Task Order, as described in the “Changes” clause of the NC3A Basic Ordering Agreement, General Provisions.
- 9.2 Except as otherwise provided for in this contract, prices quoted for the changes, modifications, etc. shall have a minimum validity period of 6 months from submission.

## **ARTICLE 10      PERFORMANCE GUARANTEE**

- 10.1 As a guarantee of performance under the Contract, the Contractor shall deposit with the Purchaser within thirty (30) calendar days from the Effective Date of Contract, or the Contract Signature Date by both parties, whichever is the later, a bank guarantee to the value of 10% of the total contract price;
- 10.2 The guarantee, the negotiability of which shall not elapse before the termination of the Contract, or such other period as may be specified in the Contract, shall be made payable to the Purchaser and may be in the form of certified cheques or a Standby Letter of Credit subject to the agreement of the Purchaser. In the case of a Standby Letter of Credit, payment shall be made to the Purchaser without question and upon first demand by the Purchaser against a certificate from the Purchaser's Contracting Authority that the Contractor has not fulfilled its obligations under the Contract. The Contractor shall have no right to enjoin or delay such payment.
- 10.3 Certified Cheques issued to fulfil the requirements of the Performance Guarantee will be cashed by the Purchaser upon receipt and held in the Purchaser's account until the term of the Guarantee has expired.
- 10.4 The standby letter of credit shall be subject to Belgian Law and financial practices and shall be issued by a Belgian bank or a Belgian affiliate of a non-Belgian bank licensed to operate in Belgium, unless otherwise specified by the Purchaser.
- 10.5 The Contractor shall request in writing relief from the performance guarantee upon the termination of the Contract or such other period as may be specified in the Contract and such relief will not be unreasonably withheld by the Purchaser.
- 10.6 The Contractor shall be responsible, as a result of duly authorised adjustments in the total contract price and/or period of performance by the Purchaser, for obtaining a commensurate extension and increase in the performance guarantee, the value of which shall not be less than 10% of the total contract price (including all amendments), and for depositing such guarantee with the Purchaser, within thirty (30)

calendar days from the effective date of aforesaid duly authorised adjustment.

- 10.7 The failure of the Contractor to deposit such Guarantee with the Purchaser within the specified time frame, or any extension thereto granted by the Purchaser's Contracting Authority, is a material breach of the Contract terms and conditions subject to the provisions of the Contract regarding Termination For Default.
- 10.8 The rights and remedies provided to the Purchaser under this Clause are in addition to any other rights and remedies provided by law or under this contract. The certificate described above shall not be regarded as a Termination for Default and this Clause is in addition to and separate from the Clause of the Contract detailing termination for default.
- 10.9 If the Contractor elects to post the Performance Guarantee by Standby Letter of Credit, the form of the document shall be substantially as shown in ANNEX A.

## **ARTICLE 11 LIQUIDATED DAMAGES**

- 11.1 If the Contractor fails to meet the delivery/performance at the times specified in the Schedule of Supplies and Services or any agreed extension thereto or failing to provide a compliant candidate/replacement in due time as specified in Clause 19 (KEY PERSONNEL), the actual damage to the Purchaser for the delay will be difficult or impossible to determine. Therefore, in lieu of actual damages, the Contractor shall pay to the Purchaser liquidated damages 1000 EUR per calendar day. These liquidated damages shall begin to accrue on the first working day after the date on which the delivery/performance was to have been reached.
- 11.2 The total accumulated amount of liquidated damages which may be assessed under the above paragraph shall not exceed (10) ten per cent of the total value of the Contract.
- 11.3 In addition, the Purchaser may terminate this Contract in whole or in part, as provided in Clause 19 – “Termination for Default” of the NC3A Basic Ordering Agreement, General Provisions and in that event the Contractor shall be liable to pay the excess costs provided in paragraph 19.2 of the said Clause 19.
- 11.4 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 Clause 19 – “Termination for Default” of the NC3A Basic Ordering Agreement, General Provisions. In such event the Purchaser shall ascertain the facts and extent of the delay and shall extend the time for performance of the Contract when in his judgment the findings of fact justify an extension.
- 11.5 The amount of Liquidated Damages due by the Contractor shall be recovered by the Purchaser in the following order of priority:
  - 11.5.1 By deducting such damages from the amounts due to the Contractor against the Contractor's invoices.
  - 11.5.2 By proceeding against any surety.
  - 11.5.3 By reclaiming such damages through appropriate legal remedies.

**ARTICLE 12 INTELLECTUAL PROPERTY RIGHT INDEMNITIES AND ROYALTIES**

- 12.1 The Contractor shall assume all liability and indemnify the Purchaser, its officers, agents and employees against liability, including costs for the infringement of any patents or copyright in force in any countries arising out of the manufacture, services performed or delivery of supplies, or out of the use or disposal by or for the account of the Purchaser of such supplies. The Contractor shall be responsible for obtaining any patent or copyright licenses necessary for the performance of this Contract and for making all other arrangements required to indemnify the Purchaser from any liability for patent or copyright infringement in said countries.
- 12.2 The Contractor shall exclude from his prices any royalty pertaining to patents which in accordance with agreements reached between NATO countries may be utilised free of charge by member nations of NATO and by NATO organisations.
- 12.3 The Contractor shall report in writing to the Purchaser during the performance of this Contract:
- 13.1.1 The royalties excluded from his price for patent utilised under the agreements mentioned in the paragraph above.
  - 13.1.2 The amount of royalties paid or to be paid by the Contractor directly to others in performance of this Contract.

**ARTICLE 13 RIGHTS IN TECHNICAL DATA & COMPUTER SOFTWARE**

- 13.1 Unless the Contractor has advised the Purchaser before contract award on existing third parties or Contractor's rights arising otherwise than by virtue of this contract, and with due regard to national security regulations, all rights in the results of work undertaken by or on behalf of the Purchaser for the purposes of this contract, including any technical data specifications, report, drawings, computer software data, computer programmes, computer databases, computer software, documentation including software documentation, design data, specifications, instructions, test procedures, training material produced or acquired in the course of such work and, in particular, all rights, including copyright therein, shall vest in and be the sole and exclusive property of the Purchaser.

**ARTICLE 14 SUPPLEMENTAL AGREEMENTS**

- 14.1 The Contractor has submitted all relevant draft supplemental agreement(s), documents and permissions prior to contract award, the execution of which by the Purchaser is/are required by national law or regulation. If any supplemental agreements, documents and permissions are introduced after contract award, and it is determined that the Contractor failed to disclose the requirement for the execution of such agreement from the Purchaser prior to contract signature, the Purchaser may terminate this contract for Default, in accordance with Clause 19 of NC3A Basic Ordering Agreement, General Provisions.
- 14.2 Supplemental agreement(s), documents and permissions, the execution of which by the Purchaser is/are required by national law or regulation and that have been identified by the Contractor prior to the signature of this contract, but have not yet been finalised and issued by the appropriate governmental authority, are subject to

review by the Purchaser. If such supplemental agreement(s), documents and permissions are contrary to cardinal conditions of the signed contract between the Parties, and the Purchaser and the appropriate governmental authority can not reach a mutual satisfactory resolution of the contradictions, the Purchaser reserves the right to terminate this contract and the Parties agree that in such case the Parties mutually release each other from claim for damages and costs of any kind, and any payments received by the Contractor from the Purchaser will be refunded to the Purchaser by the Contractor.

## ARTICLE 15 INVOICES AND PAYMENT

- 15.1 Payment for services furnished shall be made in the currency quoted by the Contractor for the relevant portion of the Contract.
- 15.2 The term of the contract may not be exceeded without prior approval of the Purchaser. In no case will the Purchaser make payment above the total of the corresponding CLIN.
- 15.3 No payment shall be made with respect to undelivered supplies; works not performed, services not rendered and/or incorrectly submitted invoices.
- 15.4 The Contractor shall invoice monthly in arrears for work performed by the consultants at the daily rate set forth in the schedule. Consultant timesheets must be submitted on time as specified in the SOW to the Purchaser Project Manager or his designated representative for approval.
- 15.5 The Contractor shall render all invoices in a manner, which shall provide a clear reference to the Contract and which shall be accompanied by the Purchaser approved timesheets. Invoices in respect of any service and/or deliverable shall be prepared and submitted as specified hereafter and shall contain: PO number, contract number, contract amendment number (if any) and the Contract line item(s) if the invoices cover several CLINs as they are defined in the priced Schedule of Supplies and Services.
- 15.6 The invoice shall contain the following certificate:  
*“I certify that the above invoice is true and correct, that the delivery of the above described items has been duly effected and/or that the above mentioned services have been rendered and the payment therefore has not been received.”*  
The certificate shall be signed by a duly authorised company official on the designated original.
- 15.7 The invoice amount is exclusive of VAT and exclusive of all Taxes and Duties as per Clause “Taxes and Duties” of the NC3A Basic Ordering Agreement, General Provisions.
- 15.8 The Purchaser is released from paying any interest resulting from any reason whatsoever.
- 15.9 Invoices shall be submitted to:  
NC3A Financial Management Resource Centre (FMRC)  
Boulevard Léopold III  
B-1110 Brussels, Belgium
- 15.10 NC3A will make payment within 45 days of receipt by NC3A of a properly prepared and documented invoice

**ARTICLE 16 CONTRACT ADMINISTRATION**

- 16.1 The Purchaser reserves the right to re-assign this contract to a representative(s) for administrative purposes, in whole or in part, provided that the Purchaser shall always be responsible for his obligations under the contract and for actions or lack of actions of its assigned administrator. The Purchaser undertakes to advise the Contractor in writing whenever this right is to be exercised.
- 16.2 The Contractor shall accept Contract modifications only in writing from the NC3A Contracting Authority.
- 16.3 All notices and communications between the Contractor and the Purchaser shall be written in English and may be personally delivered, mailed, telegraphed, cabled or faxed to the following address:

Purchaser	Contractor
NATO C3 AGENCY Boulevard Leopold III B-1110 Brussels Belgium	
For contractual matters: attn: Mr. Martin Steenwege Contracting Officer Tel: +32 (0)2 707 8335 Fax: +32 (0)2 707 8770 E-mail for UNCLASSIFIED use only: Martin.steenwege@nc3a.nato.int	For contractual matters:
For technical matters: attn. Merve Dirim Project Manager Tel: +31 (0)703743 3648 E-mail for UNCLASSIFIED use only: Merve.dirim@nc3a.nato.int	For technical matters:

or to such address as the Purchaser may from time to time designate in writing.

**ARTICLE 17 CONFIDENTIALITY AND NON-DISCLOSURE**

- 17.1 Without prejudice to other obligations imposed by NATO Security regulations, Contractor’s key personnel mentioned in Clause 19 (KEY PERSONNEL) below and Contractor’s personnel that will perform work at NATO facilities shall be required to sign the Non-Disclosure Certificate at ANNEX B.

**ARTICLE 18 CONTRACTOR’S EMPLOYEES**

- 18.1 The Contractor shall provide and pay, as required, qualified personnel as needed for the proper performance of the services required under this Contract; it shall strictly comply with all Host Nation Labour Laws, tariffs and social security and other regulations applicable to the employment of its personnel.

- 18.2 The Purchaser shall not be responsible for securing work permits, lodging, leases nor tax declarations, driving permits, etc., with national or local authorities. Contractor's employees, agents, or representatives are not eligible for any diplomatic privileges nor NATO employee benefits.
- 18.3 The Contractor shall inform his employees, agents, and representatives under this Contract of the terms of the Contract and the conditions of the working environment.

## **ARTICLE 19 KEY PERSONNEL**

- 19.1 Contractor's employees or agents specifically identified in ANNEX C shall be considered as key personnel for the performance of the contract. Without prejudice to other applicable stipulations of the contract, key personnel shall be subject to the terms and conditions specified below.
- 19.2 A key personnel assigned to this Contract shall remain working on the Contract for as long as required by the terms of the present Contract unless the Purchaser agrees to a replacement who is equal or better qualified. Such a replacement will be in accordance with article 19.4 and is without extra cost to the Purchaser.
- 19.3 The Purchaser reserves the right to reject key personnel after prior acceptance if the Purchaser determines during contract performance that the individual is not providing the required level of support. The Purchaser will inform the Contractor in writing in case such a decision is taken, and the Contractor shall propose a replacement within fifteen (15) working days after the Purchaser's written notification.
- 19.4 The Purchaser shall approve any replacement or additional key personnel according to the following procedure:
- 19.4.1 The Contractor shall provide the name(s) and qualifications statement(s) of a nominee(s) for review by the Purchaser a least 10 working days before the intended date of replacement or the date when the nominee(s) is/are required to start work under the contract. If the Purchaser accepts the nominations, this acceptance will be notified in writing to the Contractor, who will be authorized to assign the nominated personnel to the contract on the date(s) established in the stated notification.
- 19.4.2 If the Purchaser considers a nominee or nominees to be inappropriate for the required services, the Contractor will be so notified and shall have not more than ten (10) working days to submit alternate nominees.
- 19.5 If the Contractor fails to provide in due time a compliant candidate, the Purchaser may terminate this contract in whole or in part as provided in the first paragraph of the clause entitled "Default" of the NC30 General Contract Provisions, 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 the Purchaser may reasonably obtain delivery or performance of similar services.
- 19.6 The delay stated above shall be counted from the day the Purchaser notifies the Contractor, in accordance with paragraph 19.4.2 above, that the alternate nominees are

considered to be non-compliant or inappropriate for the required services according to the requirements of the Contract.

**ARTICLE 20 INDEPENDENT CONTRACTOR**

- 20.1 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 the Purchaser.

**ARTICLE 21 SECURITY**

- 21.1 Contractor’s personnel working at the Purchaser’s facilities shall possess a valid security clearance up to the level of “NATO SECRET” so as to be able to have unescorted access to classified security areas where work will be performed.
- 21.2 Without prejudice to other Purchaser’s rights, failure to comply with the requirements stated in 21.1 above shall constitute grounds for Contract termination under the clause “Default” of the NC30 General Contract Provisions and entitle the Purchaser to collect liquidated damages in case of delay as specified in Clause 11 above and Clause “Liquidated Damages” of the NC30 General Contract Provisions.
- 21.3 Contractor’s staff members shall hold a valid passport and are required to maintain its validity for the duration of the contract.
- 21.4 The Contractor shall note that there are restrictions regarding the carriage and use of electronic devices (e.g. laptops) in NATO designated Security Areas. The Contractor shall be responsible for satisfying and obtaining from the appropriate NC3A Authorities the necessary clearance to introduce and utilize any such equipment into the facility.

**ARTICLE 22 CONTRACTOR PERFORMANCE IN OPERATIONAL AREA – AFGHANISTAN.**

- 22.1 The Contractor shall ensure that all Contractor’s and sub-Contractor’s personnel are aware of the travel arrangements for personnel going into Afghanistan and the personnel protection requirements whilst in theatre as set out in the following paragraphs.
- 22.2 Coordination of travel to Afghanistan, including booking seats on commercial aircraft, luggage arrangements and timing shall be the Contractor’s responsibility, the cost of which shall be included in the firm fixed price of this Contract.
- 22.3 The Purchaser may decide on a case by case basis, to mandate military air transportation to/from Afghanistan through a NATO designated airfield, normally through Germany but alternatively through any other NATO country in Europe. If military air transport is provided, the Contract will be amended to include the corresponding Option for use of NATO Military transportation in place of the Commercial Flight.

- 22.4 All travel of Contractor personnel to Afghanistan shall be fully coordinated with the Purchaser, a minimum of 3 weeks in advance. While deployed in Afghanistan all Contractor personnel shall hand carry the following documents:
- a) Valid NATO Security Clearance (to be arranged by the Contractor through their national authorities)
  - b) Letter of Assignment to ISAF (to be requested from the Purchaser)
  - c) NATO Travel Order (to be requested from the Purchaser)
  - d) Valid Passport
  - e) Valid VISA (to be arranged by the Contractor)
  - f) The ISAF Military Technical Agreement (provided by the Purchaser)
- 22.5 All movement in theatre will be in military provided transport provided by the Purchaser and in accordance with the current force protection measures specified by HQ ISAF, commensurate with the threat level.
- 22.6 All intra theatre travel shall be arranged through the NC3A field office in Kabul, and approved by the local NATO POC or other authorized personnel under military jurisdiction.
- 22.7 To facilitate the booking of personnel, the following information will be required in advance of transportation:
- a) Full name of the person to be employed ‘on-site’
  - b) Gender (for billeting purposes)
  - c) Passport number and nationality
  - d) Emergency contact information (full name, telephone number, address)
  - e) Blood type
- 22.8 Availability of military transport can be limited depending on operational priorities. The Contractor shall be responsible for flexible re-tasking of personnel in case transport to specific locations is not available.
- 22.9 All Purchaser caused travel delays shall be reported back to the field office not later than 5 days after occurrence, and include:
- a) date and location when the delay occurred
  - b) type of transport which was delayed
  - c) reason for the delay
  - d) Contractor staff involved
  - e) alternative travel routes or activities to be performed which were investigated
  - f) alternative activities actually performed
- 22.10 A travel delay is defined as a delay of more than 24 hours on the planned travel itinerary.
- 22.11 The Contractor shall make all attempts to provide the minimum number of personnel in theatre that is required to perform their required tasks.

- 22.12 The Contractor shall be responsible for ensuring that the Contractor's personnel, including sub-Contractor's personnel, are suitably briefed, protected, insured, and medically fit to work under this contract in line with the ISAF Security Standard Operation Procedures (SOP). As a minimum, the following must be accomplished:
- a) All 'on-site' personnel shall be in possession of ballistic flak jackets/body armour and helmets.
  - b) All 'on-site' personnel shall have adequate medical and indemnity insurance.
  - c) All 'on-site' personnel shall have completed all national medical formalities required by the nation of which they are a citizen prior to departure and hold current medical certificates.
  - d) For reasons of safety, security, communications and access all Contractor personnel shall attend the security briefing provided in theatre upon arrival.
- 22.13 The Contractor shall be prohibited from carrying weapons in theatre.
- 22.14 Unless otherwise authorized by the Purchaser, all 'on-site' personnel shall have the appropriate NATO Secret security clearances to be unescorted on the NATO Compounds.
- 22.15 Contractor personnel will be issued a regular ISAF ID card, which will show their status as a NATO Contractor. With their NATO Secret security clearance they will also be issued an ID card for Class 1 Security areas, if required.
- 22.16 NATO reserves the right to refuse access to its facilities in which case the Contractor shall provide alternative qualified acceptable personnel.
- 22.17 Office space will be provided by NATO whenever available. The Contractor should note that at most sites office space is at a premium and the Contractor should expect to work in austere conditions. Dedicated office space is highly unlikely at the majority of the sites. "Office space" under this Clause does not include the shelters and containers required to house the Contractor's equipment.
- 22.18 Medical care can only be provided by ISAF to Contractor personnel in the case of life/limb threatening situations. Emergency medical evacuation from the ISAF theatre is a Contractor responsibility. While in theatre the Contractor's personnel must follow all security/safety regulations and instructions issued by NATO authorities.

## **ARTICLE 23 MESSING, LODGING, WATER AND LAUNDRY SERVICES**

### **23.1 KAIA, KABUL**

Messing, lodging, water, cleaning, ablution, power, sewage, waste disposal and laundry services will be available for Contractor personnel working at KAIA under this Contract. The cost of the aforementioned services, which shall be borne by the Contractor personnel, is recorded and calculated for each individual. The estimated monthly rate is approximately €1,500 per person (= approximately €50 per day).

### **23.2 HQ ISAF, KABUL**

Messing, lodging, water, cleaning, ablution, power, sewage, waste disposal and laundry services will be available for Contractor personnel working at HQ ISAF under

this contract. The cost of the aforementioned services, which shall be borne by the Contractor personnel, is recorded and calculated for each individual. The estimated monthly rate is approximately €1,500 per person (= approx. €50 per day).

### 23.3 KAF, KANDAHAR

Messing, lodging, water and laundry services are available for Contractor personnel working under this Contract at KAF. The cost of the aforementioned services shall be borne by the Contractor personnel. Contractor personnel can purchase a card from Supreme Services at KAF to cover messing, water, ablutions, and utilities. Lodging is currently provided free of charge for Contractor personnel. Laundry services can be accessed in several self-help facilities, or a long term Contract can be set up with the current Contractor at KAF. Typical daily rates are as follows:

- a) Messing: €45 per day. Weekly and monthly discounts are available. Prices vary.
- b) Water: Bottled water is available through the meal card programme described above. Additional bottled water can be purchased for approx. €1 per bottle.
- c) Laundry: The current Contract for laundry is drawn up on a per bag cost. The approximate cost is €10 per bag. 1-2 bags per week are usually sufficient depending on personal clothes washing habits

23.4 The above stated costs are intended as guidance to assist the Contractor in assessing the cost of living for its personnel in theatre in Afghanistan only. It is the Contractor's responsibility to confirm that the costs as stated in 23.1 thru 23.3 above are correct. The Purchaser does not bear any responsibility whatsoever for any increase/decrease of the above stated costs.

**ANNEX A.**      STANDBY LETTER OF CREDIT TEMPLATE

*Standby Letter of Credit Number:* \_\_\_\_\_

*Issue Date:* \_\_\_\_\_

*Initial Expiry Date:* \_\_\_\_\_

*Final Expiry Date:* \_\_\_\_\_

*Beneficiary:*      *NATO C3 Agency,*  
    *Financial Management Resource Centre*  
    *Boulevard Leopold III, B-1110, Brussels*  
    *Belgium*

*1. We hereby establish in your favour our irrevocable standby letter of credit number {number} by order and for the account of (NAME AND ADDRESS OF CONTRACTOR) in the amount of \_\_\_\_\_ . We are advised this undertaking represents fulfilment by (NAME OF CONTRACTOR) of certain performance requirements under Contract No. \_\_\_\_\_ dated \_\_\_\_\_ between the NATO C3 Agency (“NC3A”) and (NAME OF CONTRACTOR).*

*2. We hereby engage with you that drafts drawn under and in compliance with the terms of this letter of credit will be duly honoured upon presentation of documents to us on or before the expiration date of this letter of credit.*

*3. Funds under this letter of credit are available to you without question or delay against presentation of a certificate signed by the NATO C3 Agency Contracting Officer which states,*

*“(NAME OF CONTRACTOR) has not fulfilled its obligations under Contract No. \_\_\_\_\_ dated \_\_\_\_\_ between NATO C3 Agency and (NAME OF CONTRACTOR) (herein called the “Contract”), and the NATO C3 Agency, as beneficiary, hereby draws on the standby letter of credit number \_\_\_\_\_ in the amount of € (Amount up to the maximum available under the LOC), such funds to be transferred to the account of the Beneficiary number \_\_\_\_\_ (to be identified when certificate is presented).”*

*Such certificate shall be accompanied by the original of this letter of credit.*

*4. This Letter of Credit is effective the date hereof and shall expire at our office located at (Bank Address) on \_\_\_\_\_. All demands for payment must be made prior to the expiry date.*

*5. It is a condition of this letter of credit that the expiry date will be automatically extended without amendment for a period of one (1) year from the current or any successive expiry date unless at least 90 (ninety) calendar days prior to the then current expiry date we notify you by registered mail and notify (NAME OF CONTRACTOR) that we elect not to extend this letter of credit for such additional period. However, under no circumstances will the expiry date extend beyond \_\_\_\_\_ (“Final Expiry Date”) without amendment.*

*6. We may terminate this letter of credit at any time upon 90 (ninety) calendar days notice furnished to both (NAME OF CONTRACTOR) and the NATO C3 Agency by registered mail.*

*7. In the event we (the issuing bank) notify you that we elect not to extend the expiry date in accordance with paragraph 6 above, or, at any time, to terminate the letter of credit, funds under this credit will be available to you without question or delay against presentation of a certificate signed by the NATO C3 Agency Contracting Officer which states*

*“The NATO C3 Agency has been notified by {issuing bank} of its election not to automatically extend the expiry date of letter of credit number {number} dated {date} pursuant to the automatic renewal clause (or to terminate the letter of credit). As of the date of this certificate, no suitable replacement letter of credit, or equivalent financial guarantee has been received by the NATO C3 Agency from, or on behalf of (NAME OF CONTRACTOR). (NAME OF CONTRACTOR) has, therefore, not fulfilled its obligations under Contract No. \_\_\_\_\_ dated \_\_\_\_\_ between NATO C3 Agency and (NAME OF CONTRACTOR), and the NATO C3 Agency, as beneficiary, hereby draws on the standby letter of credit number \_\_\_\_\_ in the amount of €(Amount up to the maximum available under the LOC), such funds to be transferred to the account of the Beneficiary number \_\_\_\_\_ (to be identified when certificate is presented).”*

*Such certificate shall be accompanied by the original of this letter of credit and a copy of the letter from the issuing bank that it elects not to automatically extend the standby letter of credit, or terminating the letter of credit.*

8. *The Beneficiary may not present the certificate described in paragraph 7 above until 20 (twenty) calendar days prior to a) the date of expiration of the letter of credit should {issuing bank} elect not to automatically extend the expiration date of the letter of credit, b) the date of termination of the letter of credit if {issuing bank} notifies the Beneficiary that the letter of credit is to be terminated in accordance with paragraph 6 above.*

9. *Multiple partial drawings are allowed to the maximum value of the standby letter of credit.*

10. *This letter of credit sets forth in full the terms of our undertaking, and this undertaking shall not in any way be modified, amended, or amplified by reference to any document, instrument, or agreement referred to herein (except the International Standby Practices (ISP 98) hereinafter defined) or in which this letter of credit is referred to or to which this letter of credit relates, and any such reference shall not be deemed to incorporate herein by reference any document, instrument, or agreement.*

11. *This Letter of Credit is subject to The International Standby Practices-ISP98 (1998 Publication) International Chamber of Commerce Publication No.590.*

**ANNEX B. NATO C3 AGENCY DECLARATION**

To be signed by the Contractor’s key personnel designated under Contract CO-13079-TMCC

I UNDERSTAND:

That I must preserve the security of all classified/commercial-in-confidence information which comes to my knowledge as a result of the contract with the NATO C3 Agency stated above and that I undertake to comply with all relevant security regulations.

That I must not divulge to any unauthorized person even within my own company, any classified/commercial-in confidence information gained by me as a result of my contract with NC3A, unless prior permission for such disclosure has been granted by the General Manager of the NC3A.

That I must not, without the approval of the General Manager of the NC3A, publish (in any document, article, book, CD, video, film, play, or other form) any classified /commercial-in-confidence information which I have acquired in the course of my official duties for NC3A.

That, at the end of contract and after performance of all required tasks, I must surrender any official document or material made or acquired by me in the course of my official duties, save such as I have been duly authorized to retain.

That if I violate prescribed security practices either intentionally or accidentally, my contract shall be immediately terminated.

That the provisions of the above Declaration apply not only during the period of the referred contract with the Agency, but also after the stated contract has ceased and that I am liable to prosecution if either by intent or negligence I allow classified/commercial-in-confidence information to pass into unauthorized hands.

That I will be considered as a key personnel as specified in clause 19of the Special Provisions of Contract CO-13079-TMMC, and therefore, shall comply with all regulations and restrictions applicable to key personnel.

That I commit to fulfill my obligations for the period of performance mentioned in the Contract Schedules and the Special Provisions of the contract referred above (including the optional periods) unless major events beyond my reasonable control happen.

That should I decide for personal interest to leave the position, I will do my best effort to fulfill my obligations until the Company that is currently employing me has provided NATO with an acceptable suitable substitute in accordance with clause 19 of the Special Provisions of the aforementioned Contract.

\_\_\_\_\_ Date \_\_\_\_\_  
Full name (in block capitals) Signature

**ANNEX C.      KEY PERSONNEL**

The following personnel shall be subject to the stipulations contained in Clause 19 (KEY PERSONNEL) of Part II for the period of designation indicated below.

Labour Category	SOW Reference	Name	Designation Period
System Administrator	Annex A		EDC thru contract expiration date
System Administrator	Annex A		EDC thru contract expiration date
Senior Software Developer	Annex A		EDC thru contract expiration date
Senior Instructor	Annex A		EDC thru contract expiration date
Senior Support Engineer	Annex A		EDC thru contract expiration date