



# General Purchasing Terms and Conditions

These general purchasing terms and conditions shall enter into force as of 1 November 2024 for each order/contract for which a request for quotation or specifications have been sent to the tenderer/contractor as of that date until the publication of a later version, with the exception, however, of provisions containing obligations derived from binding legislation and the entry into force of which is determined by that legislation.

## ARTICLE 1: DEFINITION AND APPLICABILITY

The general purchasing terms and conditions as set out hereinafter are general provisions which form an integral part of the contract documents applicable to NMBS/SNCB public contracts.

These general terms and conditions of purchase apply to this order/contract and its implementation, unless specified otherwise explicitly and in writing in the contract documents. The contract documents are all documents applicable to the contract and prepared or mentioned by NMBS/SNCB. Non-exhaustive examples of contract documents are: the contract notice, the selection guidelines, the specifications or award guidelines and all associated annexes, as well as all other documentation drawn up and mentioned by NMBS/SNCB. Waivers in the contract documents take precedence over the general purchasing terms and conditions.

By submitting their tender, tenderers automatically waive their general or special terms and conditions of sale (or similar references), even when they are explicitly referenced in the tender.

## ARTICLE 2: LEGAL FRAMEWORK

**The following provisions are applicable to such contracts (non-exhaustive list):**

- Law of 17 June 2016 on public contracts (Belgian Official Journal of 14 July 2016), including any later amendments;
- Law of 17 June 2013 on the justification, information and remedies relating to public contracts, certain contracts for works, supplies and services and concessions (Belgian Official Journal of 21 June 2013), as amended by the Law of 16 February 2017 (Belgian Official Journal of 17 March 2017) and including any later amendments;
- Royal Decree of 18 June 2017 on public procurement in the special sectors (Belgian Official Journal of 23 June 2017), including all later amendments;
- Royal Decree of 14 January 2013 determining the general implementation rules for public procurement (Belgian Official Journal of 14 February 2013) (hereinafter "RD on Implementation"), as amended by the Royal Decree of 22 June 2017 (Belgian Official Journal of 27 June 2017) and including any later amendments.

All Belgian legislation can be consulted on the [website of the Federal Ministry of Justice](#).

## ARTICLE 3: NATURE OF UNDERTAKINGS

The contractor undertakes to perform the order/contract in strict compliance with the contract documents. In the absence of any further specification(s), the delivery of goods and/or provision of services shall as a minimum comply in all respects with the rules of good practice and good workmanship.

The contractor guarantees that the supplies and deliveries are fit for purpose. Unless expressly agreed otherwise, the contractor's obligations shall be deemed to be obligations of result.



## ARTICLE 4: DOCUMENTATION, AVAILABILITY, QUANTITIES, EXTENSION AND TECHNICAL SPECIFICATIONS FOR DELIVERIES AND SERVICES

### 4.1 Documentation

Unless otherwise agreed in the contract documents, the contractor undertakes to provide all documentation and manuals required for the use and management of the supplied products and services, both in electronic and paper form.

Unless otherwise agreed, such documentation or manuals shall be supplied at least in Dutch and French.

### 4.2. Future availability and phasing-out of products

**The contractor guarantees that:**

- (i) the products and services will remain available for the entire duration of the order/contract;
- (ii) (in the case of products) spare parts will remain available for a minimum of ten (10) years as of the provisional acceptance of the first delivery;
- (iii) transparency will be ensured concerning the future availability of products by means of a date of potential obsolescence. This date shall be supplied a first time by the supplier when the assignment is agreed/contract is signed at the email address [obsolescence.mro.rollingstock@nmbs.be](mailto:obsolescence.mro.rollingstock@nmbs.be) and must be notified for the duration of the order/contract whenever it needs to be changed.

When it appears that a product, service or spare part will no longer be deliverable (obsolescence), the contractor shall notify NMBS/SNCB in writing at least twelve (12) months in advance. The contractor shall then propose a replacement product, service or spare part that is technically at least of equal quality and has at least the same functional capabilities as the original product, service or spare part.

NMBS/SNCB reserves the right to accept or refuse the replacement product, service or spare part.

In the event of such refusal, NMBS/SNCB shall have the right to terminate the entire contract or a part of it without any cost and with immediate effect (or further to another period specified by NMBS/SNCB).

### 4.3 Quantities

The contractor undertakes to supply all products and services ordered by NMBS/SNCB.

Unless otherwise agreed, there is no obligation to purchase a minimum quantity.

### 4.4 Extension to similar products and/or services

NMBS/SNCB may extend the subject of the order/contract to include products and/or services similar to those described in the contract documents, in accordance with the provisions of the law.

### 4.5 Technical specifications

**When the contract documents refer to:**

- (i) certain standards, (common) technical specifications, technical assessments, technical approvals, technical reference systems established by standardisation bodies,
- (ii) a specific make or source or a specific process characteristic of the products or services of a specific economic operator, or
- (iii) a trademark, patent, design or type, specific origin or production,

the statements or references in question must be deemed to be accompanied by the words " or equivalent".

The NBN standards are available from the Bureau voor Normalisatie, Jozef II-straat 40 bus 6, B-1000 Brussels; the UIC sheets from the UIC headquarters, Secrétariat général, Rue Jean Rey 16, F-75015 Paris.



The contractor shall comply with the current REACH and CLP regulations and, where applicable, notify NMBS/SNCB of the details of pre-registrations or registrations.

## **ARTICLE 5: TRANSFER OF OWNERSHIP AND RISK**

Transfer of ownership of the products shall take place at the time of delivery. The risk of loss and damage shall only be transferred at the time of provisional acceptance at the point of delivery agreed in the contract documents.

## **ARTICLE 6: OBLIGATIONS OF THE CONTRACTOR**

### **6.1 Cooperation with third parties**

The contractor shall always cooperate in good faith with third parties (e.g. other contractors of NMBS/SNCB) for the purpose of correctly implementing the order/contract, at no additional cost to NMBS/SNCB. The contractor shall inform NMBS/SNCB if there are any problems with this cooperation with third parties and/or should they have any other remarks regarding these third parties.

### **6.2 Safety and prevention**

The brochure “Veilig werken en zich verplaatsen bij de NMBS”/“Travailler et circuler en sécurité” (as available on the [NMBS/SNCB website](#)) is applicable to the contract in so far as the contractor or their staff need to enter NMBS/SNCB's premises or buildings for the proper performance of the order/contract. This brochure is considered to be included in the contract documents and is applicable in so far as other contract documents do not explicitly deviate from its provisions.

When the contractor is authorised to use the premises, infrastructure and equipment designated by NMBS/SNCB within the scope of the order/contract, the contractor undertakes to use the premises, infrastructure and equipment as a prudent and reasonable person and to comply with the health and safety regulations notified to it in writing and applicable at these premises, on this infrastructure and/or equipment.

NMBS/SNCB shall not provide any consumables in connection with such use.

As a minimum, the contractor undertakes to set up and maintain safety measures and procedures in accordance with the current industry standards. Moreover, the safety measures and procedures must at least be consistent with the measures and procedures applicable at NMBS/SNCB and/or at the locations designated by NMBS/SNCB.

If applicable, NMBS/SNCB will provide the contractor's staff and any subcontractors with a badge or another means of access to enable them to enter the locations required for the implementation of the order/contract. These badges and other means of access shall remain the property of NMBS/SNCB and shall be returned to NMBS/SNCB at the end of the assignment. Personal badges bearing the name of a staff member and supplied for the duration of their service at NMBS/SNCB must be returned once this service is ended.

The contractor shall supply advance notice of the date and time when access is required, as well as of the services to be supplied on NMBS/SNCB's premises and in buildings. The contractor shall organise the performance of the work in such a way as to minimise disruption to NMBS/SNCB's operations.

### **6.3 Generic Security Requirements (CGS/GSV)**

Corporate Security Service (CSS) is the department at NMBS/SNCB that serves as the point of contact for issues relating to corporate security. They are responsible for the coordination and performance of security and surveillance activities on the NMBS/SNCB railway domain.



The "Generic Security Requirements" (as available on the [NMBS/SNCB website](#)) form an integral part of these general purchasing terms conditions and are intended to ensure the optimal performance and monitoring of security-related tasks at NMBS/SNCB. The aforementioned Generic Security Requirements describe and summarise the obligations of contractors and their staff prior to and during the implementation of a public contract. It informs all parties of their obligations relating to:

- (i) access control/management;
- (ii) staff identification;
- (iii) theft prevention.

This document forms a part of the contract documents and is applicable:

- (iv) in so far as it does not explicitly deviate from the contract documents (complementary provision);
- (v) in so far as the contractor or their staff need to enter NMBS/SNCB's premises or buildings for the proper performance of the order/contract.

The Security Operations Center (SOC) is the national point of contact for security-related issues and suspicious conduct on the railway domain. If the contractor and/or their staff notice such conduct, they shall notify the SOC. The SOC can be reached 24/7 at the toll-free emergency number 0800/30.230.

#### **6.4 Staff**

The contractor's staff shall always work under their exclusive responsibility.

In particular, the contractor shall remain liable for their staff's compliance with the legislation on the welfare of employees during the performance of their work on NMBS/SNCB's premises or buildings, at their own expense.

#### **6.5 Record keeping**

During the term of the order/contract and for a period of twelve (12) months thereafter, the contractor shall carefully maintain and retain all registers, lists, schedules, documents and other records that enable NMBS/SNCB to check the performance of the services and cost of the products charged to NMBS/SNCB in sufficient detail.

#### **6.6 Authorisations**

The contractor shall, at its own expense, obtain and maintain all permits and licences for the duration of the order /contract that are required to provide the services or products to NMBS/SNCB. The contractor guarantees that the products and services do not violate any laws, rules or regulations applicable to the contractor or NMBS/SNCB.

#### **6.7 Supplier Code of Conduct**

The contractor agrees to implement the order/contract in accordance with the provisions of the Supplier Code of Conduct as available on the [NMBS/SNCB website](#).

The contractor authorizes NMBS/SNCB to use its logo, its trademark or any distinctive sign identifying it, such as the name of its company, on analogue or digital communication media, including, but not limited to, signs, posters and other advertising material, in order to promote the contractor's contribution in promoting the various NMBS/SNCB programs in the areas of safety and integrity/ethics, including the social component, environment and governance.

This permission includes the display of the contractor's logo on construction sites, in industrial facilities, on websites or other digital media, or in any other suitable location. NMBS/SNCB undertakes not to alter, modify or distort the contractor's logo in any way.



## 6.8 Confidentiality

The contractor has a duty of confidentiality even after the implementation of the order/contract has been completed. This means that confidential information shall not be disclosed to third parties, in whole or in part, in writing or verbally. The contractor shall take the necessary measures for this purpose.

The following shall be considered to be confidential: all information exchanged between the parties during the award procedure and the implementation of the order/contract, including the results of the order/contract, in any form and of any nature whatsoever, originating from the party that supplied it or from a third party.

The following shall not be considered to be confidential: any information that has become available to the public in any way other than further to a violation of the duty of confidentiality.

This duty of confidentiality applies to both NMBS/SNCB and the contractor, as well as to their entities and staff. The parties undertake to ensure compliance with this duty by all individuals and legal entities who, whether as consultants, subcontractors or in any other capacity, participate in the award procedure, negotiations, implementation of the order/contract, etc., and, for instance, to include a similar provision in the subcontracting contract to this end.

## 6.9 Duty of discretion

The contractor undertakes not to publicise the contract without the prior written agreement of NMBS/SNCB's management. Nevertheless, they may freely mention the order as a reference in the context of any other public procurement procedure.

# ARTICLE 7: LEADING OFFICIAL

## 7.1 Leading official at NMBS/SNCB

The implementation of the order/contract is managed and monitored by the "Leading Official" appointed by NMBS/SNCB. His contact details are included in the contract documents, or at the latest in the notification notifying the tenderer to which the order/contract has been awarded of the award.

Unless expressly specified otherwise, all communications relating to the implementation of the order/contract must be sent to the Leading Official by e-mail with acknowledgement of receipt.

The powers of the Leading Official or their authorised representative are as follows:

- (i) they may request any additional information in order to check the implementation of the order/contract;
- (ii) they are authorised - within the limits of these specifications - to take all measures required for the proper implementation of the contract;
- (iii) they are responsible for the proper performance and coordination of all acceptance operations;
- (iv) they may not, under any circumstances, alter the terms of the contract, even if its financial consequences would be nil or negative: any commitment, operation, amendment or agreement which deviates from the specifications and which has not been notified by the Leading Official by means of an amendment to the contract, shall be considered null and void by both NMBS/SNCB and the successful tenderer. To be valid, such an amendment must be signed by both parties;
- (v) they have no authority in the area of price revisions (see Article 13.2) or subcontracting (see Article 17.2).

The contractor shall ensure that the Leading Official or their authorised representative have free and permanent access to the sites where the work is being performed in order to check the implementation of the order/contract, especially concerning the agreed performance deadlines and compliance with the technical specifications.



The name of the Leading Official may be changed by simple notification.

## 7.2 Contact person at the contractor

The contractor undertakes to appoint a contact person who will represent him and maintain official contact with the NMBS/SNCB Leading Official.

## ARTICLE 8: PLACE, DATE AND TIME OF DELIVERY/SUPPLY

The contractor undertakes to deliver or perform the products and/or services at the specified place, delivery day and time. If the fixed delivery day is a closing day (closing days are available on the [NMBS/SNCB website](#): Menu > Services for third parties and RRS > Procurement > General info > Useful links > Opening hours and access to sites), the contractor shall deliver the products and/or services on the next working day. The NMBS/SNCB does the verification of the delivery/performance and carries out the inspections.

## ARTICLE 9: INTELLECTUAL PROPERTY

The conclusion of the assignment/contract does not lead to any transfer of intellectual property between the contractor and NMBS/SNCB, unless expressly stated otherwise.

The results of the order/contract, as well as all intellectual and industrial property rights relating, inter alia, to software, databases, literary works and/or documents, drawings, models, inventions, methods, know-how, concepts and other materials produced by the contractor and/or its subcontractors within the scope of the implementation of this order/contract, shall automatically be the exclusive property of NMBS/SNCB from the moment of their creation and also include all related materials (such as source code and manuals).

In the cases justified by the contractor where the preceding paragraph cannot apply, and knowing that this must be agreed between the parties before the conclusion of the order/contract, the contractor shall grant NMBS/SNCB at least on the elements mentioned in the first paragraph a free, worldwide, irrevocable transferable and sublicensable license for the entire duration of the statutory copyright protection to use, reproduce, communicate, adapt, translate, manage and maintain these elements for the proper performance of the assignment/agreement, for the exploitation of the results and performances both during and after the assignment/agreement, and for all other purposes described in the assignment/agreement.

## ARTICLE 10: GDPR PROTECTION

If the order/contract covers the processing of personal data by the contractor, the contractor shall take the necessary measures to ensure compliance with applicable regulations (in particular the GDPR). In such cases, the contractor shall fulfil the minimum requirements concerning data protection as available on the [NMBS/SNCB website](#) and take note of NMBS/SNCB's Data Protection Agreement, which will be supplied by NMBS/SNCB and of which a signed copy must be returned to NMBS/SNCB.

The processing of the personal data of the tenderer/contractor, their representative(s) and staff shall be performed in accordance with the NMBS/SNCB privacy policy, which is available on the [NMBS/SNCB website](#).

## ARTICLE 10bis: CYBERSECURITY

NMBS/SNCB, being an essential entity, is subject to the NIS 2 legislation. Where appropriate, the supplier must ensure that NMBS/SNCB can fulfill the obligations arising therefrom. To this end, the supplier must take appropriate technical, operational and organizational measures to ensure the security of its network and information systems and, if necessary, assist NMBS/SNCB in the event of incidents (this includes, assisting NMBS/SNCB to respond adequately and to take the necessary measures such as information gathering and notification obligations). Among other things, a cyber or information security issue must be reported to NMBS/SNCB within 24 hours as defined in the NIS 2 legislation.



Depending on the subject of the contract/agreement and the level of cybersecurity risk, more specific security obligations may be imposed on the supplier.

'NIS 2 legislation' means:

- NIS 2 Directive: Directive (EU) 2022/2555 of the European Parliament and of the Council of 14 December 2022 on measures to ensure a high common level of cybersecurity within the Union, amending Regulation (EU) No 910/2014 and Directive (EU) 2018/1972 and repealing Directive (EU) 2016/1148;
- Cyber Resilience Regulation (CRA) proposal: proposal for a regulation of the European Parliament and of the Council on horizontal cyber security requirements for products with digital elements and amending Regulation (EU) 2019/1020;
- The Cybersecurity Act (CSA): Regulation (EU) 2019/881 of the European Parliament and of the Council of 17 April 2019 on Enisa (the European Union Cybersecurity Agency), and on the certification of information and communication technology cybersecurity and repealing Regulation (EU) No 526/2013 (the Cybersecurity Regulation).

## ARTICLE 11: OBLIGATIONS OF NMBS/SNCB

In so far as this is required, NMBS/SNCB shall supply additional information to the best of its ability. If the information supplied is incorrect, incomplete or unusable, the contractor shall notify NMBS/SNCB of this fact in writing as soon as possible. Should they fail to do so, they may not use this fact to justify noncompliance with their obligations.

## ARTICLE 12: MEANS OF ACTION OF NMBS/SNCB

### 12.1 General

NMBS/SNCB's means of action as provided for in the Royal Decree on Implementation shall apply. These remedies do not prevent NMBS/SNCB from charging additional costs to the contractor as compensation for damages, including for additional supervisory and management costs, repair costs, costs of equipment and power shutdowns, operating losses, etc. These may be estimated in the contract documents in the form of a lump sum specified in a damages clause.

Special penalties may be specified in the contract documents. In accordance with the provisions of the Royal Decree on Implementation, any shortcoming in the implementation of the contract for which no special penalty is mentioned in the contract documents shall be subject to a general penalty.

Penalties (special or general) may be cumulative and applicable per part of the infringement, or per staff member involved in the infringement.

The imposition of fines does not preclude repairing the damage itself.

### 12.2 Exclusion from future participation

SNCB may exclude a defaulting contractor from participation in its tendering procedures for a certain period of time. Prior to such a decision, the contractor shall be heard so that they can defend themselves, and they shall be notified of the decision with reasons.

## ARTICLE 13: PRICES

### 13.1 Quote

Prices shall be supplied in Euros.

Unless explicitly agreed otherwise, any costs, fees, measures and charges directly or indirectly related to the implementation of the order/contract, as well as all taxes on the order (excepting VAT) shall be deemed to be included in the agreed price.



For the shipment of products, unless expressly agreed otherwise, the agreed prices shall be "DDP place of delivery (packaging included)", including all costs and taxes. The place of delivery shall be as specified in the order documents.

## 13.2 Price revisions

The prices of the supplies and services quoted in the order/contract may be subject to indexation only if this is specified in the contract documents. Whether indexation leads to an increase or decrease, it is only admissible if requested by registered letter directly addressed to the purchaser (see contact person of the lead department as supplied in the specifications) no later than two (2) months before the anniversary of the start date of the implementation period, and provided that the necessary supporting documents proving that the indexation is performed in accordance with the contract documents are attached to the application for indexation.

Contractors may not increase prices unless they are index-linked.

## ARTICLE 14: BILLING

### 14.1 General

The contractor shall issue an invoice at the earliest two (2) calendar days after delivering the goods and/or service.

The contractor shall always invoice in the currency specified on the purchase order. NMBS/SNCB shall always use the Euro as the currency for all purchase orders.

**The invoice shall mention the mandatory information as stipulated in Article 226 of Directive 2006/112/EC (e.g. VAT number BE 0203.430.576 and address of the registered office of NMBS/SNCB, SNCB SA of public law, Rue de France 56, 1060 Brussels, amount of invoice excl. VAT, etc.) and also:**

- the SAP order number (printed in the header after #our reference# and beginning with 452xxxxxxx, 442xxxxxxx or 552xxxxxxx), it being understood that only one SAP order number may be specified per invoice;
- where appropriate, the NMBS/SNCB name list number of the items delivered.

The contract documents may contain further provisions concerning the invoicing of deliveries and/or services.

If the invoice does not include all information or in the event of noncompliance with the aforementioned minimum billing period, the invoice may be rejected and returned to the contractor with suspension of the due date.

### 14.2 Billing method

#### **Contracts/agreements ≥ €3,000**

According to the Royal Decree of March 9, 2022 (B.S. 31/03/2022), invoices must be sent via e-invoicing (XML format) via the PEPPOL network, preferably using the contractor's existing ERP system or existing accounting software (for more information, see the [website of the FPS Bosa](#)). When this is not possible, as a fallback option, the [Mercurius](#) platform can be used. NMBS/SNCB is identified in the PEPPOL/Mercurius under the reference NMBS/SNCB KBO: 0203430576 application.

For contractors who are not yet ready to send invoices by e-invoicing, the Mercurius platform offers the possibility to enter invoices manually. These are then sent in XML format and can later be tracked on the platform.

The Mercurius platform also offers a visual "track and trace" functionality, allowing any party involved to track the status of the invoice they have sent on this platform.



All information regarding the use of the Mercurius platform is available on the [website van Mercurius](#) and information related to e-invoicing in Belgium at the [website belgium.be](#).

### **Contracts/agreements < €3,000**

For contracts/agreements whose amount is less than €3,000, the contractor is strongly encouraged to also use e-invoicing. If the contractor still does not wish to use e-invoicing, invoices may be sent via one of the following methods:

- by e-mail processor (PDF format): for this, the contractor provides its e-mail address and VAT number in advance (only one unique e-mail address and VAT number per supplier) to [bf.scanning@nmbs.be](mailto:bf.scanning@nmbs.be) to add this e-mail address to the whitelist of our application. Only invoices from registered vendors are accepted, i.e., vendors listed with one unique email address on the application's whitelist;
- or exceptionally by mail: in this case, invoices should always be addressed to the registered office of NMBS/SNCB (see section 14.1) and sent to:  
NMBS NV van publiek recht  
10-14 B-FI.412 Vendor Accounting  
Hallepoortlaan 40  
1060 Brussel

Only one mode of operation will be accepted. A combination will not be allowed and may delay the processing of invoices.

## **ARTICLE 15: PAYMENT**

### **15.1 General**

In return for the proper implementation of the order/contract, and the billing thereof in accordance with Article 14, NMBS/SNCB shall pay the price agreed between NMBS/SNCB and the contractor.

### **15.2 Advances**

No advance shall be granted to the contractor in the performance of a contract/agreement unless otherwise provided in the contract documents or in the Public Procurement Act.

If an advance is granted, it must be the subject of an invoice that meets the requirements of Article 14 of the General Conditions of Purchase and expressly includes the term "advance invoice."

Any advance payment made will then be charged in full on amounts due to SNCB from the first invoice (and, if applicable, subsequent invoices until fully charged).

### **15.3 Due date**

In the event of an inspection, the payment shall be made within a period of 30 calendar days as of the date of completion of the inspection and provided NMBS/SNCB is in possession of a duly issued invoice at the time.

#### **If no inspection is required, the payment shall be made:**

- within 30 calendar days as of the date of receipt by NMBS/SNCB of the duly made out invoice;
- if the date of receipt of the invoice is not fixed, within 30 calendar days as of the date of delivery;
- if NMBS/SNCB receives the invoice before the delivery, within 30 calendar days of the delivery.

### **15.4 Identity declaration from the bank**

Payments to a bank account can only be made insofar as NMBS/SNCB is in possession of a bank identity statement relating to this account. If no such statement has been supplied by the contractor, the payment of all invoices connected with this bank account shall be suspended.



## 15.5 Disputes

NMBS/SNCB is not obliged to pay disputed invoices until such time as the dispute is resolved. The contractor shall not be entitled to delay implementation or suspend or cease implementation if NMBS/SNCB does not pay one or more invoices in full or in part due to suspected errors in the invoices.

## 15.6 Late payment

The contractor shall not be entitled to delay implementation or suspend or cease implementation if NMBS/SNCB has exceeded one or more due dates.

If one or more due dates have been exceeded and NMBS/SNCB has not disputed these invoices, the contractor may complain by registered letter.

NMBS/SNCB and the contractor shall at all times endeavour to amicably resolve any disputes or complaints.

## 15.7 Interest for late payment and compensation for recovery charges

With regard to the allocation of payments, there is an explicit deviation from Article 45.210 of the Civil Code. Consequently, each payment will be allocated first to the capital (the principal) and only then to the interest and/or the compensation for recovery costs.

## ARTICLE 16: TERMINATION

Except in the case of an explicit deviation from the contract documents, the order/contract may be unilaterally terminated at any time without supplying reasons, without entitlement to any compensation or other claims, by registered letter, either by NMBS/SNCB or the contractor.

In the event of termination by NMBS/SNCB, the notice period shall be three (3) months or six (6) months, depending on whether the order/contract was the subject of a tender procedure without or with publication of a notice.

In the event of termination by the contractor, the notice period shall be four (4) months or twelve (12) months, depending on whether the order/contract was the subject of a tender procedure without or with publication of a notice.

Unless otherwise agreed, and further to the termination of the agreement (for whatever reason and by whichever party), the contractor shall carry out, free of charge what follows:

- (i) transfer the products, the results of the services and the documentation to NMBS/SNCB, in the state in which they are at that time;
- (ii) organise a transfer of knowledge to NMBS/SNCB.

The risk of loss and damage shall be transferred at the time and place of delivery agreed by the parties.

## ARTICLE 17: TRANSFER AND SUBCONTRACTING

### 17.1 Transfer

The contractor may only transfer the order/contract, whether in full or in part, with the explicit written permission of NMBS/SNCB. NMBS/SNCB may at any time transfer all or part of the order/contract to affiliated companies.

The contractor is aware of the system of transfer of assets introduced by Article 147 of the public service contract for the period 2023-2032 (Royal Decree. Dec. 26, 2022, B.S. Jan. 10, 2023) between the Belgian State and NMBS/SNCB, and accepts the possible consequences as well as the continuation of the contract/agreement, as the case may be, with the Belgian State or a third party appointed by the Belgian State.



## 17.2 Subcontracting

The contractor may use a subcontractor with the explicit written permission of NMBS/SNCB. For this purpose, the contractor shall supply the name of the subcontractor and the tasks allocated to them to the buyer (i.e. the contact person at the lead department as stated in the specification). At the request of NMBS/SNCB, the contractor shall supply all documents that enable the subcontractor's financial, economic and technical ability to be determined. NMBS/SNCB will or may refuse, depending on whether there is a mandatory or optional reason for rejecting the subcontractor.

The provisions relating to subcontracting shall not be binding on NMBS/SNCB in any way whatsoever. In all cases, the contractor shall remain responsible for the implementation of this order/contract, even if they use a subcontractor.

## ARTICLE 18: RISK ALLOCATION

### 18.1 General

The contractor shall be liable for the acts and omissions committed by himself, his appointees, staff or subcontractors within the scope of the implementation of this order/contract.

They shall also be obliged to repair all damage caused to NMBS/SNCB, its customers or third parties.

### 18.2 Insurance

The contractor and their subcontractors, if applicable, shall take out the necessary insurance at their own expense to cover all risks arising from the implementation of the order/contract. The contractor shall take the necessary steps to ensure the insurance remains valid throughout the duration of the order/contract.

Excluded risks, losses and damages not covered by these insurance policies, waivers and indemnities in excess of the insured capital remain the responsibility of the contractor.

All insurance policies taken out by the contractor and/or any of their subcontractors shall contain a waiver of recourse in favour of NMBS/SNCB and its employees.

The contractor (and, if applicable, their subcontractors), shall fulfil all obligations arising from the taking out of these insurance policies, and in particular in the event of a claim. They shall be fully liable for the consequences if these obligations are not fully complied with. The fact that the contractor, and if applicable their subcontractors, have taken out the aforementioned insurance policies does not relieve them – and does not limit them in any way – of their responsibilities. of their liability.

### 18.3 Indemnification

The contractor shall indemnify NMBS/SNCB against any expenditure, costs and/or compensation owed by NMBS/SNCB to third parties on the grounds of the infringement of statutory provisions, violation of intellectual property rights or rights of third parties, and/or on the grounds of delay or default by the contractor under this order/contract. Where appropriate, SNCB undertakes to notify the contractor as soon as possible of such a demand in indemnification on the part of a third party.

## ARTICLE 18bis: DISPUTES

In the event of a dispute, the courts of Brussels shall have exclusive jurisdiction.



## ARTICLE 19: PACKAGING AND DELIVERY REQUIREMENTS APPLICABLE TO THE SHIPMENT OF SPARE PARTS RELATING TO RAILWAY ROLLING STOCK AND INTENDED FOR NMBS/SNCB WORKSHOPS

### 19.1 General

1. The contractor, hereinafter known as “the supplier”, shall package the items ordered in such a manner that they are supplied in the condition specified by the applicable quality requirements.
2. All items ordered must be packaged individually by the supplier for the following reason: the items are supplied one by one from the central warehouse to the customer. This requirement prevents quality risks and extra handling (e.g. repackaging) at the central warehouse. The following exceptions apply:
  - (i) “bulk equipment”, such as: screws, nuts, bolts, washers, clips, O-rings, etc. must always be packaged per specified quantity;
  - (ii) tins, barrels, tubes;
  - (iii) carpet, seat covers, linoleum, etc.
3. As a general rule, items must be supplied in recyclable one-way packaging (e.g. cardboard boxes) in the most optimal standard sizes.

All deliveries that fit on to Europallets must be supplied on reusable pallets (e.g. EUR, EPAL, UIC Europallets or gitterbox (mesh crate pallets) UIC 435-3) as per the European specifications: 80x120cm. Europallets are changed on the spot at the time of delivery. Deliveries made on damaged Europallets and/or noncompliant pallets may be rejected at the time of acceptance.

#### **Exceptions to the above rule:**

- (i) Items or packages weighing less than 25 kg do not need to be delivered on pallets.
- (ii) Items longer than 120 cm must be delivered on an appropriate sturdy one-way wooden pallet. In such cases, the item(s) must not jut out or hang over the edge of the pallet, to prevent damage during handling.

UIC 435-3 mesh crate pallets will <b>no longer be accepted as transport pallets</b> . Deliveries made on such pallets will be rejected.
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4. Load tolerances and stacking instructions must be visibly displayed on the packaging. If nothing may be stacked on top of the item/box, this must be clearly and visibly displayed on the item/box.
5. If the weight of the item or package exceeds 25 kg, the delivery must be made on a carrier device such as a Europallet or a device which enables the package or item to be moved using a mechanical transportation device.
6. Each item or primary package must be identified with the NMBS/SNCB item number and the manufacturer/supplier item number.
7. The overpack must be appropriate to the size and shape of the item and must be able to hold/bear the content. Empty spaces in the overpack must be completely filled up.
8. If a package contains more than one item, this must be displayed on the package (e.g. “mixed box”, “overpack”, etc.).
9. If an item comprises several or loose components, these components must be packed together as a whole whenever possible. Each component must be identified with the NMBS/SNCB item number and a serial number out of the total number of components in the item (e.g. 1/3, 2/3 and 3/3).



10. For specific items or sets of items, NMBS/SNCB may also impose the use of appropriate (reusable or one-way) packaging/carriers by the supplier. Further to the last delivery, reusable packaging/carriers become the property of NMBS/SNCB.
11. Suppliers may also use their own packaging/carriers, provided this is approved by the buyer (i.e. the contact person of the lead department as stated in the specification) and Supply Chain. Such packaging must be clearly identified as reusable and legibly marked with the supplier's name and contact information, so that empty packaging can be returned.
12. The packaging of the various components of kits (a kit is a set of different train components which bear a single item number) is considered to be subject to specific packaging requirements, which are supplied in the form of an instruction sheet and/or in the text of the purchase order. Kits must include a document which describe their composition.
13. Packaging must comply with the technically recognised rules. Workplace safety and environmental regulations apply to all packaging.

## 19.2 Specific packaging requirements

Specific packaging requirements may also be imposed (see Point 10 of Article 19.1 of the General Requirements), for instance for the delivery of a specific, separately packaged set of items. These specific requirements shall be included in the form of a C-00.96.26-0xxM technical plan.

## 19.3 Hazardous materials and items

The packaging and transport of hazardous materials and items is subject to and must comply with the current Belgian, European and ADR international guidelines.

## 19.4 Product with an expiry date

Unless otherwise specified in the contract documents, products with an expiry date must have a minimum shelf life of six (6) months on arrival at the NMBS/SNCB warehouses. If, on arrival, items are seen to have a shelf life of less than six (6) months, a report will be made and the products will be rejected and returned to the supplier.

## 19.5 Shipping documents

A delivery note in duplicate and a consignment note (CMR) containing the following information must be attached to each delivery:

- DELIVERY NOTE

- (i) document number of the purchasing document - Text and barcode\* format  
Number of delivery note – Text and barcode\* format
- (ii) NMBS/SNCB item number – text and barcode\* format
- (iii) supplier/manufacturer item number
- (iv) batch number and expiry date (if applicable)
- (v) item description
- (vi) quantity supplied
- (vii) back-order quantity
- (viii) quantity unit

One delivery note must be physically attached to the outside of the packaging, and a copy of the delivery note must be supplied to the logistics acceptance department.



- CONSIGNMENT NOTE (CMR)
  - (i) sender
  - (ii) carrier
  - (iii) consignee
  - (iv) date and location of delivery
  - (v) number of pallets/packages
  - (vi) weight (in kg)
  - (vii) number(s) of the delivery note(s)

**Deliveries supplied in damaged packaging or with missing/faulty transport labels will be returned by NMBS/SNCB at the supplier's expense.**

*\* Linear barcode as per the European standard (e.g. Code 128)*

## **ARTICLE 20: PACKAGING AND DELIVERY REQUIREMENTS APPLICABLE TO ALL DELIVERIES**

The following provisions of Article 19 shall apply to all deliveries unless explicitly specified otherwise in the contract documents:

- i) Article 19.1: Points 1, 3, 7 and 13;
- ii) Article 19.3;
- iii) in the case of chemicals: Article 19.4. In the case of other deliveries, the expiry date must enable the delivered product to be used at least once within the usual period of use.