



**ΑΔΙΑΒΑΘΜΗΤΟ
ΕΠΕΙΓΟΝ**

ΕΛΛΗΝΙΚΗ ΔΗΜΟΚΡΑΤΙΑ
Μόνιμη Αντιπροσωπεία της Ελλάδος
στο NATO

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Βρυξέλλες, 11 Μαΐου 2022
Α.Π.: 2574

ΠΡΟΣ: **ΥΠΟΥΡΓΕΙΟ ΕΘΝΙΚΗΣ ΑΜΥΝΑΣ**
- ΓΔΑΕΕ/ΔΑΕΤΕ (μ.η.)

ΚΟΙΝ.: **ΥΠΟΥΡΓΕΙΟ ΕΞΩΤΕΡΙΚΩΝ** **ΓΕΕΘΑ**
- κ. Δ' Γενικό Διευθυντή - Γ2 Διεύθυνση
- Δ2 Διεύθυνση
ΥΠΟΥΡΓΕΙΟ ΑΝΑΠΤΥΞΗΣ
- Γενική Γραμματεία Εμπορίου (μ.η.)
- Γενική Γραμματεία Βιομηχανίας/
Διεύθυνση Διεθνών Βιομηχανικών
Σχέσεων (μ.η.)
ΤΕΧΝΙΚΟ ΕΠΙΜΕΛΗΤΗΡΙΟ ΕΛΛΑΔΟΣ
- Διεύθυνση Επαγγελματικής
Δραστηριότητας (μ.η.)

ΘΕΜΑ: 1^η Τροποποίηση Αίτησης Υποβολής Προσφορών RFQ-CO-115658-AMDC2, Διαγωνιστικής Διαδικασίας BOA: "Provision for Hardware for Extension of NATO Integrated Air Defence System (NATINADS) Capability to the Republic of Albania Final Operational Capability (FOC)"

Διαβιβάζεται, συνημμένως, 1^η Τροποποίηση Αίτησης Υποβολής Προσφορών (Request for Quotation/RFQ), εν θέματι διαγωνιστικής διαδικασίας Basic Ordering Agreement (BOA), εκ μέρους ΝCΙΑ, ως φιλοξενούντος έθνους.

Καταληκτική ημερομηνία εκδήλωσης υποβολής προσφορών ορίζεται η **20^η Μαΐου τ.έ., 14:00**

τ.ώ.

Τυχόν BOA ενδιαφερόμενοι δύνανται αναζητήσουν πληροφορίες μέσω καθοριζομένου σημείου επαφής (Point of Contact/POC, βλ. παρ. 7 τροποποιήσεως).

Παρακαλούμε για τις ενέργειές σας.

Λ Α Μ Π Ρ Ι Δ Η Σ

Συν. σελ.: 32

ΑΚΡΙΒΕΣ ΑΝΤΙΓΡΑΦΟ
Η υπάλληλος της Μ.Α. NATO
Αικατερίνη Νικάκη
Τμηματάρχης Α' ΕΠ & ΠΛ



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Acquisition Directorate

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NCIA/ACQ/2022/06793
10 May 2022

To : Distribution List
Subject : Amendment 1 – RFQ-CO-115658-AMDC2
NCI Agency - Provision for Hardware for Extension of NATO Integrated Air Defence System (NATINADS) Capability to the Republic of Albania Final Operational Capability (FOC)

References : A. AC/4-D/2261(1996 Edition)
B. Issuance of RFQ-CO-115658-AMDC2 dated 29 April 2022

1. In accordance with Reference A, the purpose of this Amendment 1 to RFQ-CO-115658-AMDC2 is to publish the answers to the Clarification Requests (CRs) received from Prospective Bidders (Attachment A) and provide an extension of the Bid Closing Date established in Reference B.
2. The Book I, Bidding Instructions, Section 2, General Bidding Information, Paragraph 2.3.1 of RFQ- CO-115658-AMDC2 as stated in reference B is hereby revised as follows:
3. **FROM**
“14:00 hours (Brussels Time) on Friday 13 May 2022”
TO
“**14:00 hours (Brussels time) on Friday 20 May 2022**”.
4. The answers to CRs require one revision to the RFQ within the Book I, Annex A, Bidding Sheets (Attachment B) and one revision to Book II, Part I and Part II, Prospective Contract (Attachment C); which are hereby attached. For ease of reference, changes in the document have been marked in red.
5. By virtue of this amendment, the Attachment B and Attachment C cancels and supersede any previous versions issued in the context of the Request for Quotation in subject.
6. Except as provided in the paragraphs above, all other terms and conditions of the Request for Quotation remain unchanged.
7. The NCI Agency Points of Contact for this procurement is Ms Cosmina lordachita, who can be contacted under Tel. +32 65 44 14 20 or e-mail: Cosmina.lordachita@ncia.nato.int and Elif.Bailey@ncia.nato.int.

For the Chief of Acquisition:

Cosmina lordachita

Contracting Assistant



Cosmina lordachita
Digitally signed by
Cosmina lordachita
Date: 2022.05.10
10:36:46 +02'00'

NATO Communications
and Information Agency
Agence OTAN d'information
et de communication

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Enclosures:

Attachment A: RFQ-CO-115658-AMDC2 Answers to Clarification Requests

Attachment B: RFQ-CO-115658-AMDC2 - Amdt 1-Book I - Bidding Sheets

Attachment C: RFQ-CO-115658-AMDC2- Amdt 1- Book II - Prospective Contract - Part I
-II

Distribution List for Request for Quotation

RFQ- CO-115658-AMDC2

NATO Delegations (Attn: Investment Committee Adviser):

Albania	1
Belgium	1
Bulgaria	1
Canada	1
Croatia	1
Czech Republic	1
Denmark	1
Estonia	1
France	1
Germany	1
Greece	1
Hungary	1
Iceland	1
Italy	1
Latvia	1
Lithuania	1
Luxembourg	1
The Netherlands	1
Norway	1
Poland	1
Portugal	1
Romania	1
Slovakia	1
Slovenia	1
Spain	1
Turkey	1
United Kingdom	1
United States	1

NATO HQ

NATO Office of Resources, <i>Attn: Capability and Implementation Branch</i>	1
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Director, NATO HQ C3 Staff, <i>Attn: Executive Coordinator</i>	1
SACTREPEUR, <i>Attn: Investment Assistant</i>	1
Strategic Commands	
HQ SACT, <i>Attn: R&D Contracting Office</i>	1
ACO Liaison Office	1
NCI Agency – Internal Distribution	
ACQ	
Legal Office	1
Finance	1
COO NSIP	1
AMDC2 CSI Service Line Chief	1
AMDC2 CSI Project Manager	1
Registry (for distribution)	1
All NATEXs	
All Prospective Bidders	

Attachment A – Answers to Clarification Requests

Administrative				
Serial #	RFQ Book	RFQ Section Ref.	Question:	Answer:
A.1	Book I, Annex A	Bidding Sheets	Required delivery dates are too short. Can this be revised?	Required delivery dates for all items, including the options is revised to EDC + 16 weeks. The Bidding Sheets and Special Provisions Article 8 Options are updated accordingly
A.2	Book II	Special Provisions Article 8.	How long is the Agency allowed to take after order to order any options? Until when do the options quotation need to be valid?	Options are to be exercised no later than EDC + 16 weeks. Quotation needs to be valid for 3 months from the Bid Closing Date.
A.3	Book I, Annex A	Bidding Sheets	Can you confirm that the Agency demands one delivery, and one invoice, which means all items need to wait for the last one to be available?	NCI Agency hereby confirms one delivery shall be made and all items shall be invoiced after the receipt of all items.

Technical				
Serial #	RFQ Book	RFQ Section Ref.	Question:	Answer:
T.1	Book I, Annex A	Bidding Sheets	What are the quantities required for the configuration items per configuration? Example: Usually not only one memory module is required.	NIC Agency confirms the Bidders may propose the most optimal configuration. The only mandatory equipment are the CSI and MASE Servers, MASE Workstation and Ventnor. The BPD Server is mandatory unless impossible to supply.
T.2	Book I, Annex A	Bidding Sheets	Most Dell rack equipment is end of life. May we offer successors?	NCI Agency will accept successors.
T.3	Book I, Annex A	Bidding Sheets	The small quantities requested, divided over many vendors/suppliers make it difficult to provide a quotation valid for as long as requested.	NCI Agency confirms the Bidders may propose similar items of a single vendor/supplier on items that specify in column F “Proposed P/N Items should be equivalent in Fit, Form and Function”)

Serial #	RFQ Book	RFQ Section Ref.	Question:	Answer:
T.4	Book I, Annex A	Bidding Sheets	The Dell Wyse thin client as requested is end of life, we will offer the successor. The successor is only available with copper NIC at this moment, please confirm this is acceptable.	NCI Agency accepts the successor in copper. The Bidding Sheets are updated accordingly
T.5	Book I, Annex A	Bidding Sheets	The Oracle Netra SPARC T7-2 is only available until 31 May, with the deadline very close to this we cannot imagine the Agency can order before that date, we will offer the successor.	Only in the event of impossibility to supply the Oracle Netra SPARC T7-2 currently listed in the Bidding Sheets, NCI Agency will accept alternatives as long as the hardware is supported by (the relevant) Solaris (version) and complies with the minimum characteristics requested.

INTRODUCTION & IMPORTANT NOTES	
	<p>Bidders should note that NCIA has recently updated its bidding sheet template and are encouraged to read the instructions in full for this new version before completing the bidding sheets.</p> <p>All bidders are required to submit pricing details to demonstrate the Purchaser's Pricing Principles are being applied as part of their bids. All data submitted in these sheets shall be complete, verifiable and factual and include the required details. Any exclusions may render the bid as non compliant thus removing the bidder from the bidding process.</p> <p>Bidders are REQUIRED to complete the following tabs:</p> <ul style="list-style-type: none"> - "Offer Summary", - "CLIN Summary", - "Labour", - "Material", - "Travel", - "ODC", - "Rates". <p>Note that input cells in the "Offer Summary" and the "CLIN Summary" tabs are colour coded YELLOW.</p> <p>The instructions for the detailed tabs can be found below, as well as in the green boxes within each detailed tab. G&A, Overhead, material handling and other indirect rates do not need to be separately calculated in the detail sheets but must be included in the totals for each category (Labour/Material/Travel/ODC) as appropriate. A list of the direct and indirect rates applied in the bid must also be provided in the "Rates" tab, although they do not need to be linked to any and the detailed calculations. The list of these rates will be requested in pre-contract award from the winning bidder.</p> <p>Note: any information found within GREEN boxes throughout the entire document is provided as an instruction and/or example only.</p> <p>Any formulas provided in these bidding sheets are intended only to assist the bidder. Any changes in formula can be made at the bidder's discretion, as long as the detailed costs are clear, traceable and accurate as required. Ultimately the bidder is responsible for ALL values, formulas and calculations within the bidding sheets that are submitted to the Agency.</p> <p>Bids in MULTIPLE CURRENCIES should follow the following instructions:</p> <ul style="list-style-type: none"> - For the "Offer Summary" tab bidders must add "Firm Fixed Price" column to the right of the current table for each additional currency. - For the "CLIN Summary" tab, Bidders have 2 options: A) Two columns "Unit Price" and "Total Firm Fixed Price" may be added to the right of the current table for each additional currency of the bid; B) Bidders may duplicate the CLIN Summary tab for each currency bid. - For the Detailed tabs Bidders have 2 options: A) Provide all the detailed data for all currencies in the table provided, selecting the individual currencies from the dropdown lists and summing only common currencies together in CLIN Summary/Offer Summary Sheets B) Duplicate the CLIN Summary tab for each currency bid.

DETAILED TABS	DESCRIPTION
MATERIAL LABOUR TRAVEL ODCs	<p>The detailed tables are to be completed by the bidder with all columns populated, and shall be expanded to include as many rows as necessary to provide the detail requested. The bidder is required to identify for each item the CLIN it is associated with from the drop down menu. Each column should then be populated using the column- specific instructions in the first row. Bidder may not delete columns within tables, or omit information from columns, but may add columns if necessary, although it's not anticipated this will be needed.</p> <p>Note CLINs with no costs associated with that item should also be selected within the table, and noted that there is no cost within that table for the CLIN. For example, if there is no labour associated with CLIN X.1, Select CLIN X.1 in the first column and then in the second column note "No Labour is associated with this CLIN". This will help to ensure that all the proper detail has been accounted for and properly allocated.</p> <p>Important Note: The Total sum of the "fully burdened" cost column should equal the grand total cost for each category (Labour, Material, etc.) to include profit as well as all indirect rates (G&A/Overhead/Material handling/etc.) associated with that category. These indirect rates must be included in the total firm fixed price on the appropriate detailed tab but are no longer required to be shown as separate calculations at the bidding stage. However, the bidder is required to include the associated indirect costs in the totals of the detailed tab in the base unit costs. Alternatively, the bidder may choose to show these as separate calculations by expanding the table columns to show the additional costs due to these indirect rates (similar to the way profit is calculated). Note again although the detailed indirect rate calculations are not required at the bidding stage, this information will be requested from the winning bidder during pre-contract award discussions.</p>
RATES	<p>As discussed previously in these instructions, the detailed indirect rate calculations are not required to be included in the bidding sheets, although the bidders may choose to do so. However, ALL bidders are required to state the G&A/OH/Material handling and any other indirect rates that they have applied to the bid.</p>

CLIN Number	CLIN DESCRIPTION	Firm Fixed Price
Declare Currency =>		
Grand Total Firm fixed Price - Base Contract		-
Grand Total Firm fixed Price - Base Contract + Non-Evaluated Options		-
CLIN 1	CLIN 1 - UNIT = 1 Display for MASE/CSI Workstation (Total qty = 12)	-
CLIN 2	CLIN 2 - UNIT = 1 CSI Server (Total qty = 2)	-
CLIN 3	CLIN 3 - UNIT = 1 MASE Server (Total qty = 2)	-
CLIN 4	CLIN 4 - UNIT = 1 Serial interface (Ventnor) (Total qty = 1)	-
CLIN 5	CLIN 5 - UNIT = 1 Modem (Total qty = 6)	-
CLIN 6	CLIN 6 - UNIT = 1 Switch (Total qty = 2)	-
CLIN 7	CLIN 7 - UNIT = 1 MASE/CSI Workstation (Total qty = 6) - display excluded (see CLIN 1)	-
CLIN 8	CLIN 8 - UNIT = 1 Server Rack Cabinet (Total qty = 1)	-
CLIN 9	CLIN 9 - IPS Services and Documentation	-
Total Firm Fixed Price Base Contract		-
CLIN 10	CLIN 10 - UNIT = 1 Serial interface (Ventnor) (Total qty = 1)	-
CLIN 11	CLIN 11 - UNIT = 1 Display for BPD Workstation (Total qty = 1)	-
CLIN 12	CLIN 12 - UNIT = 1 BPD Workstation (Total qty = 1)	-
CLIN 13	CLIN 13 - UNIT = 1 BPD Server (Total qty = 1)	-
CLIN 14	CLIN 14 - UNIT = 1 Server Rack Cabinet TEMPEST C (Total qty = 1)	-
Total Firm Fixed Price Non-Evaluated Options		-

RFQ-CO-115658-AMDC2 CLIN Summary															
BASE CONTRACT															
CLIN	Description	TEMPEST Certificate Required	Mandatory P/N Items should be exact	Proposed P/N Items should be equivalent in Fit, Form and Function	SOW Reference	Required Completion Date	Proposed Date	Delivery Destination	Delivery Form	Unit of measure	Quantity	Unit Price	Total Firm Fixed Price	Investment or O&M	Optional Comments (Mandatory for zero costs lines)
1												CLIN 1 - UNIT = 1 Display for MASE/CSI Workstation (Total qty = 12)			
1.1	HP EliteDisplay E2431 60,96 cm (24") Business Monitor - Europe - English localization	SDIP-27/2 Level C		1FH49AAABBB		EDC + 16 weeks		NCI Agency, The Hague	Component	EACH	11	-	-	Investment	
1.2	DP to DP Cable	SDIP-27/2 Level C			----	EDC + 16 weeks		NCI Agency, The Hague	Component	EACH	11	-	-	Investment	
1.3	DELL 18.5in LED KMM (International English Keyboard DELL Part A7485906)	NONE		DKMML185-001		EDC + 16 weeks		NCI Agency, The Hague	Component	EACH	1	-	-	Investment	
1.4	Standard manufacture warranty	N/A			IPS-26	EDC + 16 weeks		Airbase Rinas in Tirana, Republic of Albania	Warranty	EACH	12	-	-	Investment	
TOTAL PRICE CLIN 1															
2												CLIN 2 - UNIT = 1 CSI Server (Total qty = 2)			
2.1	1U rack mounted Server with Supermicro X11SCH-F main board. Should have -min. 2 x network ports -min. 1 x PCIe Card (Riser Card 1x PCI-E (x16)) -8x SATA-3 (6 Gb/s) SW-Raid Controller on Board C232 (0,1,5,10) -Full Remote Management (KVM over LAN, IPMI 2.0) incl. Management Soft, DHCP Config CPU : Intel Xeon E-2224 4-core 3.4 GHz 8 MB 8 GT/s 16 GB (2x 8 GB) ECC ATX DDR4 3200 RAM (Premium) 2x SSD - Mixed Use - 1TB - 6GB/s Windows Server 2019 Standard 1 x Slim DVD+RW Extendable mounting rails	NONE		R1102H-XE		EDC + 16 weeks		NCI Agency, The Hague	Component	EACH	2	-	-	Investment	The Contractor shall deliver two fully configured unit which shall contain the components listed herein.
2.2	Standard manufacture warranty	N/A			IPS-26	EDC + 16 weeks		Airbase Rinas in Tirana, Republic of Albania	Warranty	EACH	2	-	-	Investment	
TOTAL PRICE CLIN 2															
3												CLIN 3 - UNIT = 1 MASE Server (Total qty = 2)			
3.1	HPE ProLiant DL380 Gen10 8SFF Configure-to-order Server HPE DL380 Gen10 Intel Xeon-Gold 5222 (3.8GHz/4-core/105W) P10 Processor Kit HPE 16GB (1x16GB) Dual Rank x8 DDR4-2933 CAS-21-21-21 Registered Smart Memory Kit HPE DL38X Gen10 Universal Media Bay Kit HPE 2TB SATA 6G Midline 7.2K SFF (2.5in) SC 1yr Wty 512e Digitally Signed Firmware HDD HPE 9.5mm SATA DVD-RW Optical Drive HP USB US Keyboard/Mouse Kit Dual Redundant Power Supply: HPE 800W Flex Slot Platinum Hot Plug Low Halogen HP 2U Large Form Factor Easy Install Rail Kit HP 2U Cable Management Arm for Easy Install Kit HPE 3Y Foundation Care NBD w/DMR SVC 1	NONE		868703-B21 P02500-L21 P00922-B21 826708-B21 765455-B21 726537-B21 865414-B21 733660-B21 733664-B21 H7J33A3		EDC + 16 weeks		NCI Agency, The Hague	Component	EACH	2	-	-	Investment	The Contractor shall deliver two fully configured unit which shall contain the components listed herein.
3.12	Standard manufacture warranty	N/A			IPS-26	EDC + 16 weeks		Airbase Rinas in Tirana, Republic of Albania	Warranty	EACH	2	-	-	Investment	
TOTAL PRICE CLIN 3															
4												CLIN 4 - UNIT = 1 Serial interface [ventnor] (Total qty = 1)			
4.1	Ventnor 8 Port - Multi-Protocol Data Distribution Server - 8 port - NATO Custom	SDIP-27/2 Level C		070-8-VNT-C01		EDC + 16 weeks		NCI Agency, The Hague	Component	EACH	1	-	-	Investment	
4.2	Standard manufacture warranty	N/A			IPS-26	EDC + 16 weeks		Airbase Rinas in Tirana, Republic of Albania	Warranty	EACH	1	-	-	Investment	
TOTAL PRICE CLIN 4															
5												CLIN 5 - UNIT = 1 Modem (Total qty = 6)			
5.1	DCB - Link1 TADIL-B Modem - FSK Analog Modem, V.23, Sync or Async	SDIP-27/2 Level C		L1TadilB-12VDC		EDC + 16 weeks		NCI Agency, The Hague	Component	EACH	6	-	-	Investment	
5.5	Standard manufacture warranty	N/A			IPS-26	EDC + 16 weeks		Airbase Rinas in Tirana, Republic of Albania	Warranty	EACH	6	-	-	Investment	
TOTAL PRICE CLIN 5															
6												CLIN 6 - UNIT = 1 Switch (Total qty = 2)			
6.1	CISCO Switch - CON-SNT-C9200L24 24 x 1GE - RJ45 4 x 10 GE SFP+ Advantage software pack 2 x 125 V AC power, NO PoE	NONE		C9200L-24T-4X-A		EDC + 16 weeks		NCI Agency, The Hague	Component	EACH	1	-	-	Investment	
6.2	CISCO SFP - 10GBASE-SR SFP Module	NONE		SFP-10G-SR+	----	EDC + 16 weeks		NCI Agency, The Hague	Component	EACH	4	-	-	Investment	
6.3	DELL KVM switch - 8-port analog upgradeable to digital 1 local user 1 power supply 8 RJ45 ports DELL Part A7485895	NONE		DAV2108		EDC + 16 weeks		NCI Agency, The Hague	Component	EACH	1	-	-	Investment	
6.4	KVM R145 Cable, VGA, USB (keyboard, mouse, supports virtual media, CAC USB2.0 - DELL Part A7485901)	NONE		DMPUIQ-VMCHS-G01	----	EDC + 16 weeks		NCI Agency, The Hague	Component	EACH	6	-	-	Investment	
6.5	KVM Mounting bracket - DRMK-77 (only one U KVM mounting bracket for DELL 185FPM and DKMML185 LED KMM console - DELL Part 481-88BD)	NONE		HDYCF	----	EDC + 16 weeks		NCI Agency, The Hague	Component	EACH	1	-	-	Investment	
6.6	Standard manufacture warranty	N/A			IPS-26	EDC + 16 weeks		Airbase Rinas in Tirana, Republic of Albania	Warranty	EACH	2	-	-	Investment	
TOTAL PRICE CLIN 6															
7												CLIN 7 - UNIT = 1 MASE/CSI Workstation (Total qty = 6) - display excluded (see CLIN 1)			

7.1	HP Z2 Mini G5 Workstation with NVIDIA Quadro P620 CPU: Intel Core i7-10700, 2.9 GHz RAM: 16GB DDR4 GPU: NVIDIA Quadro P620 SSD: 512-GB HP Z Turbo Drive PCIe OS: Windows 10 HP USB Business Keyboard, HP USB Optical Mouse	SDIP-27/2 Level C	ZX3J0UT#ABA			EDC + 16 weeks		NCI Agency, The Hague	Component	EACH	6			Investment	The Contractor shall deliver six fully configured unit which shall contain the components listed herein.
7.2	HP B300 PC Mounting bracket for Vesa Sleeve	N/A	HP B300 PC			EDC + 16 weeks		NCI Agency, The Hague	Component	EACH	6			Investment	
7.3	HP Z2 Vesa Sleeve	N/A	Y7B61AA			EDC + 16 weeks		NCI Agency, The Hague	Component	EACH	6			Investment	
7.4	Standard manufacture warranty	N/A		IPS-26		EDC + 16 weeks		Airbase Rinas in Tirana, Republic of Albania	Warranty	EACH	6			Investment	
TOTAL PRICE CLIN 7															
8 CLIN 8 - UNIT = 1 Server Rack Cabinet (Total qty = 1)															
8.1	Server Rack - 42U, Robust cabinet with solid side panels, front and rear	N/A	SC42U60100SMMSM NK			EDC + 16 weeks		NCI Agency, The Hague	Component	EACH	1			Investment	
8.2	4-Loop Jumper Ring Panel	N/A	RKT14JRP			EDC + 16 weeks		NCI Agency, The Hague	Component	EACH	3			Investment	
8.3	Earthing Bar (for rack cabinets)	N/A	826-2868			EDC + 16 weeks		NCI Agency, The Hague	Component	EACH	4			Investment	
8.4	Earthing Kit (for rack cabinets)	N/A	826-2865			EDC + 16 weeks		NCI Agency, The Hague	Component	EACH	10			Investment	
8.5	Filler panel 1U - RMTB01	N/A	5975S80063962			EDC + 16 weeks		NCI Agency, The Hague	Component	EACH	10			Investment	
8.6	Filler panel 2U - RMTB02	N/A	5975S80063963			EDC + 16 weeks		NCI Agency, The Hague	Component	EACH	10			Investment	
8.7	Fixed Shelf	N/A	RM410-R2			EDC + 16 weeks		NCI Agency, The Hague	Component	EACH	3			Investment	
8.8	Heavy-Duty Rackmount Shelf, Elite series 30" D Heavy duty vented shelf	N/A	RMT500			EDC + 16 weeks		NCI Agency, The Hague	Component	EACH	3			Investment	
8.9	Hook & Loop Bundle Wrap (4.5m)	N/A	FTD545A			EDC + 16 weeks		NCI Agency, The Hague	Component	EACH	2			Investment	
8.10	Horizontal Cable Manager, Brush Style, 1U	N/A	RMT701			EDC + 16 weeks		NCI Agency, The Hague	Component	EACH	3			Investment	
8.11	Smart-UPS 2200VA LCD RM 2U 230V with Network Card	NONE	MT2200RM2UNC			EDC + 16 weeks		NCI Agency, The Hague	Component	EACH	1			Investment	
8.12	Power Cord C13 to C14, 2.5m, for UPS	NONE	AP9870			EDC + 16 weeks		NCI Agency, The Hague	Component	EACH	6			Investment	
8.13	M6 Cage - Nuts and Screws (20 Pcs)	N/A	RM408			EDC + 16 weeks		NCI Agency, The Hague	Component	EACH	5			Investment	
8.14	Power bar - Standard DIN 49 440 - 5 outputs, Vertiv Knirx DIS Rack PDU, Protector F/LS, 0U/1U, Input Schuko 230V 16A, outputs (5)Schuko	NONE	033100051			EDC + 16 weeks		NCI Agency, The Hague	Component	EACH	2			Investment	
8.15	RaceWay Covers W Black "66 LX 2" W	N/A	RMT311A-R2			EDC + 16 weeks		NCI Agency, The Hague	Component	EACH	2			Investment	
8.16	Slotted-Duct Raceway - Black Raceway 170x51x51mm	N/A	RMT301A-R2			EDC + 16 weeks		NCI Agency, The Hague	Component	EACH	2			Investment	
8.17	Standard manufacture warranty	N/A		IPS-26		EDC + 16 weeks		Airbase Rinas in Tirana, Republic of Albania	Warranty	EACH	1			Investment	
TOTAL PRICE CLIN 8															
9 CLIN 9 - IPS Services and Documentation															
12.1	Inventory			Para 4.4		EDC + 13 weeks		NCI Agency, The Hague	Electronic file	database	1			Investment	
12.2	Documentation (COTS and Non-COTS; Support plan; OEM manual; TEMPEST Certificate)			Para 4.3		EDC + 16 weeks		NCI Agency, The Hague	Electronic file and hard copies	set of documents	1			Investment	
12.3	Shipment			Para 4.2		EDC + 16 weeks		NCI Agency, The Hague	Services	set of activities	1			Investment	
TOTAL PRICE CLIN 9															
Total Firm Fixed Price-Base Contract															

OPTIONAL CLINS-Non-Evaluated															
CLIN	Description	TEMPEST Certificate Required	Mandatory P/N Items should be exact	Proposed P/N Items should be equivalent in Fit, Form and Function	SOW Reference	Required Completion Date		Delivery Destination	Delivery Form	Unit of measure	Quantity	Unit Price	Total Firm Fixed Price	Investment or O&M	Optional Comments (Mandatory for zero costs lines)
10 CLIN 10 - UNIT = 1 Serial Interface (Ventnor) (Total qty = 1)															
10.1	Ventnor 8 Port - Multi-Protocol Data Distribution Server - 8 port - NATO Custom	SDIP-27/2 Level C	070-8-VNT-C01			Option Exercise + 16 weeks		NCI Agency, The Hague	Component	EACH	1			Investment	
10.2	Standard manufacture warranty	N/A			IPS-26	Option Exercise + 16 weeks		Airbase Rinas in Tirana, Republic of Albania	Warranty	EACH	1			Investment	
TOTAL PRICE CLIN 10															
11 CLIN 11 - UNIT = 1 Display for BPD Workstation (Total qty = 1)															
11.1	HP EliteDisplay E2431 60,96 cm (24") Business Monitor - Europe - English localization	SDIP-27/2 Level C	1FH49AA#ABB			Option Exercise + 16 weeks		NCI Agency, The Hague	Component	EACH	1			Investment	
11.2	DP to DP Cable	SDIP-27/2 Level C				Option Exercise + 16 weeks		NCI Agency, The Hague	Component	EACH	1			Investment	
11.3	Standard manufacture warranty	N/A			IPS-26	Option Exercise + 16 weeks		Airbase Rinas in Tirana, Republic of Albania	Warranty	EACH	1			Investment	
TOTAL PRICE CLIN 11															
12 CLIN 12 - UNIT = 1 BPD Workstation (Total qty = 1)															
12.1	DELL Wyse 5070 Thin Client Intel Celeron® J4105 (4 cores/4 MB/4 TB/tot 2.5 GHz/10 W) Windows 10 IoT 64-bit LTSC 2019, English and French Wyse 5070 thin client, Intel® Celeron® processor J4105, 32 GB eMMC 4 GB, 1 x 4 GB, 2400 MHz DDR4 memory 32 GB eMMC included in chassis DELL MS116 optical mouse, black DELL Wyse 5070 thin client vertical stand No wireless function 65W power adapter, 3-pin	SDIP-27/2 Level C		DEL-1001805132054		Option Exercise + 16 weeks		NCI Agency, The Hague	Component	EACH	1			Investment	Upon Purchaser Option exercise, the Contractor shall deliver one fully configured units which shall contain the components listed herein.
12.2	DELL Keyboard KB216 USB QWERTY US International	SDIP-27/2 Level C		DEL-580-ADHK		Option Exercise + 16 weeks		NCI Agency, The Hague	Component	EACH	1			Investment	
12.3	Standard manufacture warranty	N/A			IPS-26	Option Exercise + 16 weeks		Airbase Rinas in Tirana, Republic of Albania	Warranty	EACH	1			Investment	
TOTAL PRICE CLIN 12															
13	CLIN 13 - UNIT = 1 BPD Server (Total qty = 1)														Upon Purchaser Option exercise, the Contractor shall deliver one fully configured units which shall contain the components listed herein.

13.1	Oracle Netra SPARC S7-2 1x Netra SPARC S7-2; AC base with 1 SPARC S7 B core 4.27 GHz processor 2x Power cord: Sun Rack Jumper straight 3 meters C14 plug C13 connector 15 A 4x One 16 GB DDR4-2400 single-rank registered DIMM 1x Sun Dual 10GbE SFP+ PCIe Low Profile Adapter 2x Sun 100Gbps Dual Rate SFP+ SR 2 6x 2.5-inch HDD filler panel 1x Oracle Solaris with fallback-boot image and Oracle VM Server for SPARC preinstall 4x Memory filler panels 1x Sun Power cord Jumper 2 meters C14 plug C13 connector, 10A 1x External USB DVD drive with AC adapter Prod Cat: L	SDIP-27/2 Level C	7113613			Option Exercise + 16 weeks		NCI Agency, The Hague	Component	EACH	1	-	-	Investment	
13.2	Standard manufacture warranty	N/A			IPS-26	Option Exercise + 16 weeks		Airbase Rinas in Tirana, Republic of Albania	Warranty	EACH	1	-	-	Investment	
TOTAL PRICE CLIN 13															
14	CLIN 14 - UNIT = 1 Server Rack Cabinet TEMPEST C (Total qty = 1)														
14.1	SDIP-27/2 Level C Based on 42U • Dimensions: 800 x 2057 x 1000 (wtxhxd) 42HE • Colour: RAL 7035, 7021, Weight: Approx. 150kg • Fan top cover with 3x temperature-controlled fans & Dust filters • Front and rear key-lockable doors with 4-point latching, 180° hinge, lever handle and screw-fixed side panels. O front: hinge to the left when viewed from the front. O back: hinge to the right when viewed from back • 2x pairs of 19" frames – for front and rear 19" rack-mounting with 30x sets equipment mounting screws. • 4x adjustable feet • 1x TEMPEST AC mains filter, 230VAC +/- 10% 50Hz, 10Amp – singlephase input. [main and redundancy], 1x SCHUKO plug with 3m shielded cable each. • Filter connected to 1x 10A PDU of min 9x SCHUKO outlets; Central Earthing (grounding) point. • TEMPEST I/O interface panel: o 6x LC duplex fibre bulkhead connectors o 10x Neutrik shielded RJ45 bulkhead connectors Interface panel on the roof of the cabinet	SDIP-27/2 Level C				Option Exercise + 16 weeks		NCI Agency, The Hague	Component	EACH	1	-	-	Investment	Upon Purchaser Option exercise, the Contractor shall deliver one fully configured unit which shall contain the components listed herein.
14.2	4-Loop Jumper Ring Panel	N/A		RKT14JRP	----	Option Exercise + 16 weeks		NCI Agency, The Hague	Component	EACH	3	-	-	Investment	
14.3	Earthing Bar (For rack cabinets)	N/A		826-2868	----	Option Exercise + 16 weeks		NCI Agency, The Hague	Component	EACH	4	-	-	Investment	
14.4	Earthing Kit (for rack cabinets)	N/A		826-2865	----	Option Exercise + 16 weeks		NCI Agency, The Hague	Component	EACH	10	-	-	Investment	
14.5	Filler panel 1U - RMTB01	N/A		5975580063962	----	Option Exercise + 16 weeks		NCI Agency, The Hague	Component	EACH	10	-	-	Investment	
14.6	Filler panel 2U - RMTB02	N/A		5975580063963	----	Option Exercise + 16 weeks		NCI Agency, The Hague	Component	EACH	10	-	-	Investment	
14.7	Hook & Loop Bundle Wrap (4.5m)	N/A		FT9545A	----	Option Exercise + 16 weeks		NCI Agency, The Hague	Component	EACH	2	-	-	Investment	
14.8	Horizontal Cable Manager, Brush Style, 1U	N/A		RMT701	----	Option Exercise + 16 weeks		NCI Agency, The Hague	Component	EACH	3	-	-	Investment	
14.9	RaceWay Covers W Black "66 L X 2" W	N/A		RMT311A-R2	----	Option Exercise + 16 weeks		NCI Agency, The Hague	Component	EACH	2	-	-	Investment	
14.10	Slotted-Duct Raceway - Black Raceway 170x51x51mm	N/A		RMT301A-R2	----	Option Exercise + 16 weeks		NCI Agency, The Hague	Component	EACH	2	-	-	Investment	
14.11	Standard manufacture warranty	N/A			IPS-26	Option Exercise + 16 weeks		Airbase Rinas in Tirana, Republic of Albania	Warranty	EACH	1	-	-	Investment	
TOTAL PRICE CLIN 14															
Total Firm Fixed Price-Non-Evaluated Options															

CLIN	Labour Category	Currency	Man-Days 2022	Man-Days 2023	Man-Days 2024	Man-Days 2025	Man-Days 2026	Man-Days 2027	Man-Days 2028	Man-Days 2029	Man-Days 2030	Man-Days 2031	Lab-rate 2022	Lab-rate 2023	Lab-rate 2024	Lab-rate 2025	Lab-rate 2026	Lab-rate 2027	Lab-rate 2028	Lab-rate 2029	Lab-rate 2030	Lab-rate 2031	Extended cost	Expat Allowance (ONLY if applicable)	Profit	Fully burdened cost	Subcontracted/ Name of Subcontractor
CLIN 9.1	Insert Labour category name here																										
CLIN 9.2	Insert Labour category name here																									0.00	0.00
CLIN 9.3	Insert Labour category name here																									0.00	0.00
Total																										0.00	

CLIN	Equipment Name	Item Description	Currency	Quantity 2022	Quantity 2023	Quantity 2024	Quantity 2025	Quantity 2026	Quantity 2027	Quantity 2028	Quantity 2029	Quantity 2030	Quantity 2031	Unit cost 2022	Unit cost 2023	Unit cost 2024	Unit cost 2025	Unit cost 2026	Unit cost 2027	Unit cost 2028	Unit cost 2029	Unit cost 2030	Unit cost 2031	Extended cost	Profit	Fully burdened cost	Subcontracted/ Name of Subcontractor
CLIN 9.1	Insert Purchased Equipment name	Insert Item Description/Model number																						0.00	0.00	0.00	
CLIN 9.2	Insert Purchased Equipment name	Insert Item Description/Model number																						0.00	0.00	0.00	
CLIN 9.3	Insert Purchased Equipment name	Insert Item Description/Model number																						0.00	0.00	0.00	
Total																											0.00

CLIN	Origin/Destination	Year	Currency	Nr of trips	Nr of people	Nr of Days per trip	Cost per roundtrip	Per Diem	Extended cost	Profit	Total Cost	
CLIN 9.1	Insert Origin/destination								-		0.00	0.00
CLIN 9.2	Insert Origin/destination								-		0.00	0.00
CLIN 9.3	Insert Origin/destination								-		0.00	0.00
Total												0.00

CLIN	Item Name	Item Description	Year	Currency	Unit Type	Quantity	Unit cost	Extended cost	Profit	Total Cost
CLIN 9.1	Insert Other Direct Cost item							0.00	0.00	0.00
CLIN 9.2	Insert Other Direct Cost item							0.00	0.00	0.00
CLIN 9.3	Insert Other Direct Cost item							0.00	0.00	0.00
Total										0.00

Rate Name	Rate description*	Percentage
[Insert Rate Name]		0%
[Insert Rate Name]		0%
[Insert Rate Name]		0%

NATO UNCLASSIFIED

BOOK II

PROSPECTIVE CONTRACT

RFQ- CO-115658-AMDC2

Amendment 1

**Provision for Hardware for Extension of NATO Integrated Air
Defence System (NATINADS) Capability to the Republic of Albania
Final Operational Capability (FOC)**



NATO UNCLASSIFIED

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NCI AGENCY CONTRACT

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NCI AGENCY CONTRACT	
1. Original Number ___ of 3	2. Accounting Data :
3. Contract Number: CO-115658-AMDC2	4. Effective date:
5. Contractor:	6. Purchaser: NCIO represented by: The General Manager NCI Agency Boulevard Leopold III B-1110 Bruxelles Tel: +32(0)65 44 14 20
7. CONTRACT SCOPE: This is a fixed-price Contract for the procurement of hardware to be installed by NATO in the Control and Reporting Centre (CRC) at the Airbase Rinas (Tirana, Republic of Albania). The Contractor shall deliver the items specified in the Schedule of Supplies and Services in the manner and at the time and location specified in accordance with the terms of this Contract, and more particularly, in the Statement of Work.	
8. TOTAL AMOUNT OF CONTRACT: DDP Destination (Incoterms) FFP _____	
9. PERIOD OF PERFORMANCE EDC + 16 weeks + Warranty	10. LOCATION OF WORK Airbase Rinas in Tirana, Republic of Albania; The Hague, The Netherlands
11. CONTRACT This Contract consists of the following parts and named documents: <ul style="list-style-type: none"> a) Book II, Part I. Schedule of Supplies and Services b) Book II, Part II. Special Contract Provisions and Annexes c) Book II, Part III. BOA General Contract Provisions. Part II of the Basic Ordering Agreement _____ dated ____, is incorporated herein by reference. d) Book II, Part IV. Statement of Work 	
12. Signature of Contractor	13. Signature of Purchaser
14. Name and Title of Signer	15. Name and Title of Signer
16. Date signed by the Contractor	17. Date signed by the Purchaser

N A T O U N C L A S S I F I E D

RFQ- CO-115658-AMDC2-Amd1
Book II – The Prospective Contract
Part I – Schedule of Supplies and Services

PART I – SCHEDULE OF SUPPLIES AND SERVICES

(TO BE EXTRACTED FROM THE BIDDING SHEETS OF THE WINNING BIDDER)

N A T O U N C L A S S I F I E D

Book II - Part II - Page 4 of 16

PART II – CONTRACT SPECIAL PROVISIONS

ARTICLE 1. DEFINITIONS

- 1.1 For the purpose of this contract and unless otherwise explicitly indicated, the following definitions shall apply:
- 1.2 “Acceptance”: The act of an authorized representative of the Purchaser by which the Purchaser assumes title and ownership of delivered Works rendered as partial or complete performance of the Contract. “Acceptance” in this regard, unless specifically provided otherwise in the Contract Special Provisions, means final Acceptance where the Contract provides for Provisional or Partial Acceptance.
- 1.3 “Article” shall mean “A provision of the Special Provisions of this Contract”.
- 1.4 “Basic Ordering Agreement (BOA)”: Means the separate agreement the Contractor holds with the NCI Agency under the auspices of the NCI Agency BOA Program.
- 1.5 “Contracting Authority”: The General Manager of the NCI Agency, the Director of Acquisition of the NCI Agency, the Chief of Contracts of the NCI Agency or the authorised representatives of the Chief of Contracts of the NCI Agency.
- 1.6 “Contractor”: The person or legal entity from a Participating Country which has signed this Contract and is a Party thereto
- 1.7 “NCIA General Provisions”: Means the General Provisions contained in the Contractor’s BOA.
- 1.8 “Participating Country”: Means one of the contributory NATO nations in the project, namely, (in alphabetical order): ALBANIA, BELGIUM, BULGARIA, CANADA, CROATIA, CZECH REPUBLIC, DENMARK, ESTONIA, FRANCE, GERMANY, GREECE, HUNGARY, ICELAND, ITALY, LATVIA, LITHUANIA, LUXEMBOURG, NETHERLANDS, NORWAY, POLAND, PORTUGAL, ROMANIA, SLOVAKIA, SLOVENIA, SPAIN, TURKEY, UNITED KINGDOM, UNITED STATES OF AMERICA.
- 1.9 “Purchaser”: NCI Agency, as represented by the General Manager, NCI Agency. The Purchaser is the legal entity who awards and administers the Contract and stands as one of the Contracting Parties.

ARTICLE 2. ORDER OF PRECEDENCE

2.1 In the event of any inconsistency in this Contract, the inconsistency shall be resolved by giving precedence in the following order:

- a. Part I - The Schedule of Supplies and Services
- b. Part II - The Contract Special Provisions
- c. Part III – The Terms of the governing Basic Ordering Agreement as specified in Block 11
- d. Part IV – The Statement of Work

ARTICLE 3. ALTERATIONS TO THE PART III BOA GENERAL TERMS AND CONDITIONS

- 3.1. CLAUSE 2 – “DEFINITIONS” of PART I BOA Special Provisions is revised and supplemented by ARTICLE 1 “DEFINITIONS”.
- 3.2. CLAUSE 7 – “WARRANTY” of PART I BOA Special Provisions is revised and supplemented by ARTICLE 17 – “WARRANTY”.
- 3.3. CLAUSE 5 “TITLE AND RISK OF LOSS” of PART II BOA General Provisions is supplemented by ARTICLE 13 TITLE AND RISK OF LOSS
- 3.4. CLAUSE 7 – “INSPECTION, ACCEPTANCE AND REJECTION OF DELIVERABLES” of PART II BOA General Provisions is revised and supplemented by ARTICLE 12 – “INSPECTION AND ACCEPTANCE”.
- 3.5. CLAUSE 11 – “INVOICES” of PART II BOA General Provisions is replaced by ARTICLE 18– “INVOICES AND PAYMENT”.

ARTICLE 4. PARTICIPATING COUNTRIES

- 4.1. Unless prior written authorisation of the Purchaser has been obtained, none of the Work, including project design, labour and services, shall be performed other than by firms from and within NATO Participating Countries.

ARTICLE 5. SCOPE OF WORK

- 5.1. The Contractor shall provide all material, equipment, transportation and supervision necessary for the provision of the equipment listed in the Contract Schedule of Supplies and Services in accordance with the specification set in the Statement of Work and with the terms set forth in the present Contract.
- 5.2. The Agreement and Acceptance of this Contract by the Parties neither implies an obligation on either part to extend the Contract beyond the specified scope or terms, nor to prohibit the Parties from mutually negotiating modifications thereto.

ARTICLE 6. SUB-CONTRACTS

- 6.1. This article supplements Clause 21 – “SUB-CONTRACTS” of Part II BOA General Terms and Conditions:
- 6.2. The Contractor shall not place sub-contracts outside the participating NATO member Nations unless the prior authorisation of the Purchaser has been

obtained. Such authorisation will not be granted when the sub-contract involves the carrying out of classified work.

ARTICLE 7. FIRM FIXED PRICE

- 7.1. 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, CLINs 1 through 9.
- 7.2. 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.
- 7.3. The Total Contract price is inclusive of all expenses related to the performance of the present contract.
- 7.4. The Total Contract price in this Contract is Delivered Duty Paid (INCOTERMS 2020).

ARTICLE 8. OPTIONS

- 8.1. CLINs 10 through 14 are optional and are available for unilateral exercise by the Purchaser at any time and in any combination from Effective Date of Contract (EDC) until the deadline being EDC + 16 weeks.
- 8.2. This unilateral exercise shall be via a formal contract amendment, effective on the date of Purchaser signature, and communicated in accordance with Article 12. In no event shall the Contractor engage in the performance of any options or part thereof without the written consent of the Purchaser Contracting Authority.
- 8.3. This ARTICLE 8 does not create an obligation on the part of the Purchaser to exercise any Option(s).

ARTICLE 9. COMPREHENSION OF CONTRACT AND SPECIFICATIONS

- 9.1. 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.
- 9.2. 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.

- 9.3. 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.
- 9.4. Based upon impossibility of performance, defective, inaccurate, impracticable, insufficient or invalid specifications, implied warranties of suitability of such specifications, or otherwise derived from the aforesaid specifications, and hereby waives any claims or demands so based or derived as might otherwise arise..
- 9.5. Notwithstanding the “Changes” clause of the BOA 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 10. PLACE AND TERMS OF DELIVERY

- 10.1. Deliverables under this Contract shall be delivered DDP (Delivered Duty Paid) in accordance with the International Chamber of Commerce INCOTERMS 2020 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 11. QUALITY ASSURANCE

- 11.1. The Contractor shall undertake quality control of each batch of equipment prior to shipment and shall present the report of the checks in a written form together with the shipment of goods.

ARTICLE 12. INSPECTION AND ACCEPTANCE

- 12.1. Clause 7 “Inspection, Acceptance and Rejection” of Part II BOA General Terms and Conditions is hereby supplemented with this Article:
- 12.2. The Purchaser will accept, accept with comments or reject Deliverables in writing within thirty (30) calendar days after delivery except where otherwise specified in the Statement of Work.
- 12.3. Acceptance shall be conclusive except for hidden defects, fraud or gross mistakes amounting to fraud. If Acceptance is not conclusive for any of these causes, the Purchaser, in addition to any other rights and remedies provided by law, or under the provisions of this Contract, shall have the right to require the Contractor to:

- a. At no increase in Contract price, to correct or replace the defective or non-conforming Deliverables at the original point of delivery or at the Contractor's plant (at the Purchaser's election) and in accordance with a reasonable delivery schedule as may be agreed upon between the Contractor and the Purchaser; or
 - b. Within a reasonable time after the Contractor's receipt of notice of defects or non-conformance, to make repayment of such Deliverables as per Contract price if the Purchaser elects not to require correction or replacement.
- 12.4. When Deliverables are rejected by the Purchaser and returned to the Contractor, the Contractor shall bear transportation costs from the original point of delivery to the Contractor and return to the original point of delivery when that point is not the Contractor's plant.

ARTICLE 13. TITLE AND RISK OF LOSS

- 13.1. Clause 5 "Title and Risk of Loss" of Part II BOA General Provisions is supplemented by the following:
- 13.2. Title and Risk of Loss to all delivered equipment, and documentation shall transfer to and vest with the Purchaser upon acceptance of each delivered equipment and documentation as defined in the SSS and the SOW.

ARTICLE 14. CHANGES

- 14.1. 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 NCI Agency Basic Ordering Agreement, General Provisions.
- 14.2. Except as otherwise provided for in this Contract, prices quoted for the changes, modifications, etc. shall have a minimum validity period of 3 months from submission.

ARTICLE 15. CONTRACT ADMINISTRATION

- 15.1. 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.
- 15.2. All notices and communications between the Contractor and the Purchaser shall be written and conducted in the English language. Contract modifications

shall only be valid when received in writing from the, Purchaser’s Contracting Authority.

15.3. Formal letters and communications shall subsequently be personally delivered or sent by mail, registered mail, courier or other delivery service, to the official points of contact quoted in this Contract. Facsimile and e-mail may be used to provide an advance copy of a formal letter or notice which shall subsequently be delivered through the formal communication means.

15.4. Informal notices and informal communications may be exchanged by all communication means, including telephone and e-mail. All informal communication must be confirmed by a formal letter or other formal communication to be contractually binding.

15.5. All notices and communications shall be effective on receipt.

15.6. Official Points of Contact:

Purchaser	Contractor
NCI Agency	
For contractual matters: Attn: Ms Ms. Cosmina Iordachita, Contracting Assistant Tel: +32 65 44 14 20 E-mail: Cosmina Iordachita@ncia.nato.int	For contractual matters: Attn: Tel: Fax: E-mail:
For technical/project management matters: Attn: Tel: +32 xxx E-mail:	For technical/project management matters: Attn: Tel: Fax: E-mail:

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

ARTICLE 16. LIQUIDATED DAMAGES

16.1. If the Contractor fails to

- a) Successfully meet the required delivery dates as defined in the Schedule of Supplies and Services, or any extension thereof, or

- b) deliver and obtain acceptance of the Deliverables or to acceptably perform the services as specified in the Schedule of Supplies and Services to this Contract,
 - c) Fails to meet the performance dates defined in paragraph 17.5 through 17.7
- 16.2. 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. for each day of delinquency in achieving the requirements of above Articles 16.1 a), 16.1.b) and 16.1.c), fixed and agreed liquidated damages of EUR 150 per day, to an aggregate sum of all delinquent items not to exceed Fifteen Percent (15%) of the total value of the Contract These liquidated damages will begin to accrue on the first day after the date on which delivery was to have been made and/or services should have been performed, and/or the milestone was to have been reached They shall accrue automatically and without any further notice being required.
- 16.3. In addition, the Purchaser may terminate this contract in whole or in part as provided in Clause 19 (“Termination for Default”) of the BOA General Provisions. In the event of such a termination, the Contractor shall be liable for Liquidated Damages accruing to the date of termination, as well as the excess costs stated in the referred clause.
- 16.4. 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 of the BOA General Provisions. In such event, subject to the provisions of Clause 17 (“Disputes and Arbitration” of the BOA General Provisions, the Purchaser shall ascertain the facts and extent of the delay and shall extend the time for performance of the contract when in his judgement the findings of fact justify an extension.
- 16.5. The amount of Liquidated Damages due by the Contractor shall be recovered by the Purchaser in the following order of priority:
- a. By deducting such liquidated damages from the amounts due to the Contractor against the Contractor's invoices.
 - b. By proceeding against any surety or deducting from the Performance Guarantee if any.
 - c. By reclaiming such damages through appropriate legal remedies.

ARTICLE 17. WARRANTY

- 17.1. Clause 7 “WARRANTY” of Part I BOA Special Provisions is supplemented with the following:

- 17.2. The Contractor shall provide the standard manufacturer's warranty for all material provided under this Contract, starting at Purchaser's acceptance of the equipment.
- 17.3. For this purpose the Contractor shall provide exact warranty conditions by type of equipment and detailed handling instructions, including information of Points of Contact to be contacted in case of a warranty claim.
- 17.4. Notwithstanding inspection and acceptance by the Purchaser or its appointed agents of supplies furnished under the Contract or any provision of this Contract concerning the conclusiveness thereof, the Contractor warrants for the total duration of the above referred period and covering all items including:
- 17.4.1. all deliverables furnished under this Contract shall be free from defect and will conform with the specifications and all other requirements of this Contract; and,
 - 17.4.2. the system will, under normal conditions, perform without errors which make it unusable; and
 - 17.4.3. the preservation, packaging, packing and marking and the preparation for and method of, shipment of such supplies will conform to the requirements of this Contract.
- 17.5. The Purchaser directly will notify in writing the Contractor of any defect in the operation of the equipment or the existence of a failed component. The Contractor shall acknowledge the notification of the Purchaser within the 24 hours after the receipt of the request (by e-mail, fax or letter) and initiate the procedure.
- 17.6. The Contractor shall repair all items received with the highest priority allocated and shall provide repair report to state the result (repair activity performed or new item to be procured due to motivated impossibility or not economical repair activity).
- 17.7. The Contractor shall ship the repaired unit within a maximum of fifteen (15) working days starting from the notification of Purchaser for the warranty request (by e-mail, fax or letter), unless otherwise specified and agreed between the Contractor and Purchaser. Additional OEM service support shall be provided as specified in the Schedule of Supplies and Services. In particular, the shorter timelines for replacement of faulty equipment shall apply.
- 17.8. For equipment with TEMPEST certification, after warranty repair or replacement, the Contractor shall be responsible for re-tempestrating and re-testing of the equipment free of charge and shall provide the TEMPEST certification with return of the equipment. The Contractor shall not be responsible for re-TEMPESTRATING after repairs for user induced failures (repairs not being performed under warranty).
- 17.9. The Contractor shall provide Technical Assistance support in English for requests that correspond to information demands limited to the perimeter of delivered products, evolution proposals, problem reports, or any information

needed by the Purchaser or its representatives, which are not included in the supplied technical documentation.

- 17.10. The Contractor shall submit at the end of the Warranty period a Warranty Report that documents all identified Warranty cases, affected equipment, corrective actions, cost and schedule.
- 17.11. Defective magnetic and electronic media storage devices (e.g: CD-ROM's, DVDs, USB sticks, solid state drives, hard drives) shall remain NATO property, at no additional cost, and not be returned to the Contractor when being replaced. Any such defective storage devices shall be replaced by the Contractor with new storage devices at no additional cost to the Purchaser. If the above said electronic media storage devices being a part of a TEMPEST equipment, the Purchaser will be allowed to break the TEMPEST and remove such storage devices without disrupting the warranty rights. The Contractor shall guarantee that normal warranty conditions shall be applicable to such equipment after removal of their storage devices.
- 17.12. The Contractor shall provide an alternative or superseding items, should the original part be no longer available, ensuring compliance with the original design provided by this Contract.
- 17.13. The Contractor shall provide all COTS hardware and software upgrades and updates during the warranty period. The availability of COTS hardware and software upgrades and updates shall be communicated to the Purchaser and shall always be subject to Purchaser approval before upgrading.
- 17.14. Notwithstanding the provision of above paragraph 17.2, the warranty period shall be suspended for the length of time necessary to carry out repair or replacement.

ARTICLE 18. INVOICES AND PAYMENT

- 18.1. This article replaces Clause 11 – “Invoices” of Part II BOA General Terms and Conditions:
- 18.2. Following Purchaser acceptance, in writing, payment for supplies and services furnished shall be made in the currency specified for the relevant portion of the Contract.
- 18.3. 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 CLINs.
- 18.4. No payment shall be made with respect to undelivered supplies; works not performed, services not rendered and/or incorrectly submitted invoices.

- 18.5. No payment shall be made for additional items delivered that are not specified in the contractual document.
- 18.6. The invoice amount shall be exclusive of VAT and exclusive of all Taxes and Duties as per Clause “Taxes and Duties” of the NCI Agency Basic Ordering Agreement, General Provisions.
- 18.7. The Purchaser is released from paying any interest resulting from any reason whatsoever.
- 18.8. The Contractor shall be entitled to submit one invoice only after the successful delivery of all CLINs 1 through 9 upon Purchaser’s inspection and written acceptance on the basis of proper inventory and delivery documentation to be provided by the Contractor.
- 18.9. The Contractor shall render all invoices in a manner, which shall provide a clear reference to the Contract. Invoices in respect of any service and/or deliverable shall be prepared and submitted as specified hereafter and shall contain: Contract number, Purchase Order number, Contract Amendment number (if any) and the Contract Line Item(s) (CLIN) as they are defined in the priced Schedule of Supplies and Services.
- 18.10. 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.
- 18.11. Invoices referencing “CO-115658-AMDC2/ PO TBD” shall be submitted in electronic format to:
- accountspayable@ncia.nato.int
- 18.12. An Electronic copy shall be sent to the Contracting Officer, at the email address specified in the clause “Contract Administration”.
- 18.13. NCI Agency will make payment within 60 days of receipt by NCI Agency of a properly prepared and documented invoice.
- 18.14. Payments for services and deliverables shall be made in the currency stated by the Contractor for the relevant Contract Line Item.
- 18.15. Evidence of the acceptance by the Purchaser shall be attached to all invoices.

ARTICLE 19. FORCE MAJEURE CLAUSE

19.1. “Force Majeure” means the occurrence of an event or circumstance that prevents a Party (the “Affected Party”) from performing one or more of its contractual obligations under the Contract, provided that: (i) it renders performance impossible; (ii) it is beyond the Affected Party’s reasonable control and without the Affected Party’s cause, fault or negligence; (iii) by its nature it could not have been reasonably foreseen at the time of conclusion of the Contract; and (iv) the effects of it could not reasonably have been avoided or overcome by the Affected Party.

19.2. Examples of Force Majeure, provided conditions (i)-(iv) of paragraph [1] are all fulfilled, include:

- 19.2.1. war (whether declared or not), hostilities, invasion, act of foreign enemies, extensive military mobilisation;
- 19.2.2. civil war, riot, rebellion and revolution, usurped power, insurrection, act of terrorism, sabotage or piracy;
- 19.2.3. currency and trade restriction, embargo, sanction;
- 19.2.4. act of authority whether lawful or unlawful, compliance with any law or governmental order, expropriation, seizure of works, requisition, nationalisation;
- 19.2.5. plague, epidemic, natural disaster or extreme natural event;
- 19.2.6. explosion, fire, destruction of equipment, prolonged break-down of transport, telecommunication, information system or energy; and
- 19.2.7. general labour disturbance such as boycott, strike and lock-out, go-slow, occupation of factories and premises.

19.3. The Affected Party must give the other party to the Contract (the “Other Party”) written notice without delay detailing the occurrence and its expected duration. The Other Party shall within a reasonable time respond, stating whether it accepts or rejects the occurrence as Force Majeure.

19.4. If the Other Party accepts the occurrence as Force Majeure, the Contract shall remain in force but the Parties will be relieved from performance of their obligations (including payment) under Contract, from the date at which the Other Party received written notice, for so long as the effects of Force Majeure continue or for ninety (90) days, whichever is the shorter, provided that:

- 19.4.1. the Affected Party makes all reasonable efforts to limit the effects of Force Majeure upon performance and to avoid or overcome the effects of Force Majeure;
- 19.4.2. the suspension of performance is of no greater scope than is necessitated by Force Majeure;
- 19.4.3. the Affected Party continues to furnish weekly updates by email while the effects of Force Majeure continue detailing reasonable efforts made in accordance with [19.4.1], and notifies the Other Party immediately when the effects of Force Majeure are avoided or overcome, or cease, and resumes performance immediately thereafter.

- 19.5. Neither Party shall be in breach of the Contract nor liable for delay in performing, or for failing to perform, its obligations under the Contract, due to Force Majeure.
- 19.6. Unless otherwise agreed by the Parties, if Force Majeure continues for more than ninety(90) days, the Parties may agree: (a) to a revised delivery schedule at no cost; (b) to a reduction of scope terminating part of the contract at no cost; or (c) to terminate the whole of the Contract at no cost.

ARTICLE 20. Notice to Bidders of Contract Distribution and Disclosure of Information

- 20.1. The resulting Contract is subject to release to the applicable NATO Resource Committee through the NATO Office of Resources (NOR). The resulting Contract may be subject to release to (i) NATO Resource Committees for audit purposes (including audits carried out using third party companies- See Book II, Special Provisions Article entitled, “Notice of Authorized Disclosure of Information for Mandated NATO Third Party Audits by Resource Committees”; and (ii) to the customer holding a Service Level Agreement with the Agency related to this requirement, upon request from that customer.