



NATO UNCLASSIFIED

Acquisition Directorate

ljeoma.lke-meertens@ncia.nato.int

Telephone: +31 70 374 3174

NCIA/ACQ/2020/6766

7 July 2020

To: See Distribution List

Subject: **Request for Quotation RFQ-CO-115228-FGFS
Procurement of Active IT Network Equipment and Services for FGFS
Project in the Hague**

Reference: AC/4-D(2019)0004 (INV), Procedure Governing the Use of Basic Ordering Agreements concluded by the NATO Communications and Information Agency – 2019 version

Dear Sir/Madam,

1. Your firm is hereby invited, in conformance with the terms of your active Basic Ordering Agreement (BOA) with the NCI Agency, to participate in a BOA competition for the provision of **“Active IT Network Equipment and Services for FGFS Project in The Hague”**.
2. The NCI Agency intends to place one contract to cover the entire scope of the project. However, please note that Funds are not presently available for this project. The Agency's obligation under this project is contingent upon the availability of funds from which payment for contract purposes can be made. No legal liability on the part of the Agency for any payment may arise until funds are made available to the Contracting Officer for this project and until the Contractor receives notice of such availability, to be confirmed in writing by the Contracting Officer.
3. An award will be based on the proposal evaluated as the lowest price, technically compliant in accordance with the selection criteria set forth in the Bidding Instructions.
4. **THE CLOSING TIME FOR SUBMISSION OF BIDS IN RESPONSE TO THIS REQUEST FOR QUOTATION IS 12:00 HOURS (BRUSSELS TIME) ON TUESDAY 28 JULY 2020.**
5. This Request for Quotation consists of the following documents:
 - a) Book I – Bidding Instructions. This provides the general bidding information and includes the following annexes:
 - i. Annex A – Bidding Sheets – The bidding sheets should be completed exactly as instructed.
 - ii. Annex B – Certificates.
 - b) Book II – Prospective Contract. This contains the following sections:



NATO Communications
and Information Agency
Agence OTAN d'information
et de communication
Boulevard Leopold III
1110 Brussels, Belgium
www.ncia.nato.int

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- i. Contract Special terms and conditions.
 - ii. The terms and conditions of the BOA between the contractor and the NCI Agency.
 - iii. The Statement of Work. This sets forth the detailed specifications governing the performance requirements of the contract.
6. The overall security classification of this Request for Quotation is "NATO UNCLASSIFIED". This Request for Quotation remains the property of the NCI Agency and shall be protected in accordance with the applicable national security regulations.
7. You are requested to complete and return the enclosed acknowledgement of receipt within 5 days of receipt of this RFQ, informing NCI Agency of your intention to bid/not to bid. Your firm is not bound by its initial decision, and if you decide to reverse your stated intention at a later date, you are requested to advise us by a separate letter.
8. The reference for this RFQ is RFQ-CO-115228-FGFS, and all correspondence concerning the RFQ should reference this number.
9. Prospective Bidders are advised that the NCI Agency reserves the right to cancel this RFQ at any time in its entirety and bears no liability for bid preparation costs incurred by firms or any other collateral costs if bid cancellation occurs.
10. Your point of contact for all information concerning this RFQ is Ms. Natalia Wojciak, who may be reached at Natalia.Wojciak@ncia.nato.int.

For the Director of Acquisition:



Ijeoma Ike-Meertens
Senior Contracting Officer

Attachment:

- A) Acknowledgement of Receipt of RFQ-115228-FGFS

Attachment A**Acknowledgement of Receipt of Request for Quotation****RFQ-CO-115228-FGFS**

**Please complete and return within 5 days by e-mail to: Natalia.Wojciak@ncia.nato.int,
for the attention of Ms. Natalia Wojciak**

We hereby advise that we have received Request for Quotation RFQ-CO-115228-FGFS
on, together with all enclosures listed in the Table of Contents.

CHECK ONE

- { } As of this date and without commitment on our part, we do intend to submit a bid.
- { } We do not intend to submit a bid.
- { } We are reviewing the requirements of the RFQ and will notify you of our decision
as soon as possible.

Signature: _____

Printed Name: _____

Title: _____

Company: _____

Address: _____

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RFQ-CO-115228-FGFS

**PROVISION OF ACTIVE IT NETWORK
EQUIPMENT AND SERVICES FOR FGFS
PROJECT IN THE HAGUE**

BOOK I

BIDDING INSTRUCTIONS

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SECTION I - Introduction

- 1.1 The purpose of this RFQ is to establish a contract for the provision of active IT network equipment and services for FGFS Project in The Hague.
- 1.2 The contract performance requirements are set forth in the prospective contract Statement of Work (Book II Part IV) and in the Contract Schedule of Supplies and Services (Book II Part I).
- 1.3 This Request for Quotation is issued in accordance with the Procedure Governing the Use of Basic Ordering Agreements concluded by the NATO Communications and Information Agency – 2019 version set forth in the NATO document AC/4-D(2019)0004 (INV). Pursuant to these procedures, bidding is restricted to companies from participating NATO member nations in accordance with paragraph 2.1.6 of Section II of the Bidding Instructions and that have established a Basic Ordering Agreement (BOA) with the NCI Agency in force at the time of the issuance of this Request for Quotation.
- 1.4 The security of this Invitation for Bid is “NATO UNCLASSIFIED”.
- 1.5 This Request for Quotation will not be the subject of a public bid opening.
- 1.6 Award of the Contract will be made on a Firm Fixed Price Basis to the lowest compliant Bidder.
- 1.7 The solicitation, evaluation and award processes will be conducted in accordance with the terms and conditions contained herein.
- 1.8 The Bidder shall refer to the Purchaser all queries for a resolution of conflicts found in information contained in this document in accordance with the procedures set forth in paragraph 2.6 of Section II of the Bidding Instructions entitled "Requests for RFQ Clarifications".

SECTION II - General Bidding Information**2.1 DEFINITIONS**

- 2.1.1 The term “Assembly” as used herein means an item forming a portion of equipment that can be provisioned and replaced as an entity and which normally incorporates replaceable parts or groups of parts.
- 2.1.2 The term “Basic Ordering Agreement” (BOA) refers to the acquisition instruments negotiated between suppliers of products / services and the NCI Agency, on behalf of NATO.
- 2.1.3 The term "Bidder" as used herein refers to a firm, consortium, or joint venture which submits an offer in response to this solicitation.
- 2.1.4 The term "Compliance" as used herein means strict conformity to the requirements and standards specified in this Request for Quotation.

- 2.1.5** The term "Contractor" refers to a firm of a participating country which has signed a Contract under which he will perform a service, manufacture a product, or carry out works for NATO.
- 2.1.6** The term "Participating Country" as used herein 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, MONTENEGRO, NETHERLANDS, NORTH MACEDONIA, NORWAY, POLAND, PORTUGAL, ROMANIA, SLOVAKIA, SLOVENIA, SPAIN, TURKEY, UNITED KINGDOM, UNITED STATES OF AMERICA.
- 2.1.7** The term "Purchaser" refers to the authority issuing the RFQ and/or awarding the Contract (the NCI Agency).
- 2.1.8** The term "Sub-Assembly" as used herein refers to a portion of an assembly consisting of two or more parts that can be provisioned and replaced as an entity. The definition purposely excludes components and/or parts.

2.2 ELIGIBILITY

- 2.2.1** Only firms which hold an active Basic Ordering Agreement (BOA) with the NCI Agency are eligible to take part in this RFQ. In addition, all Contractors, sub-Contractors and manufacturers, at any tier, must be from participating countries.
- 2.2.2** None of the work, including project design, labour and services shall be performed other than by firms from and within Participating Countries.
- 2.2.3** No materials or items of equipment down to and including identifiable sub-assemblies shall be manufactured or assembled by a firm other than from and within a Participating Country.
- 2.2.4** The intellectual property rights to all design documentation and related system operating software shall reside in NATO member countries, and no license fee, or royalty charges shall be paid by the Contractor to firms, individuals or governments other than within the NATO member countries.

2.3 BID DELIVERY AND BID CLOSING

- 2.3.1** All Bids shall be in the possession of the Purchaser at the email address given in paragraph 2.5 **before 1200 hours / 12:00 pm (Brussels Time) on 28 July 2020** at which time and date bidding shall be closed.
- 2.3.2** Bids shall be delivered to the following e-mail address:

Natalia.Wojciak@ncia.nato.int

2.3.3 Late Bids

2.3.3.1 Bids which are delivered to the Purchaser after the specified time and date set forth above for Bid Closing are "Late Bids" and shall not be considered for award. Such Bids will remain unopened unless the Purchaser can determine that the Bid in question meets the criteria for consideration as specified below.

2.3.3.2 *Consideration of Late Bid* – The Purchaser considers that it is the responsibility of the Bidder to ensure that the Bid submission arrives by the specified Bid Closing time. A late Bid shall only be considered for award under the following circumstances:

2.3.3.2.1 A Contract has not already been awarded pursuant to the Invitation for Bid, and;

2.3.3.2.2 The Bid was sent to the email address specified in the RFQ and the delay was solely the fault of the Purchaser.

2.4 REQUESTS FOR EXTENSION OF BID CLOSING DATE

All questions and requests for extension of bid closing date must be submitted by e-mail. Such questions shall be forwarded to the point of contact specified in paragraph 2.5 below and shall arrive not later than five (5) calendar days prior to the stated "Bid Closing Date". The Purchaser is under no obligation to answer requests submitted after this time. Extensions to the bidding date are at the discretion of the Purchaser.

2.5 PURCHASER POINT OF CONTACT

2.5.1 Your point of contact for all information concerning this RFQ is Ms. Natalia Wojciak, who may be reached at Natalia.Wojciak@ncia.nato.int

2.6 REQUESTS FOR RFQ CLARIFICATIONS

2.6.1 Bidders, during the solicitation period, are encouraged to query and seek clarification of any matters of a contractual, administrative and technical nature pertaining to this RFQ.

2.6.2 All questions and requests for clarification must be submitted by e-mail. All questions and requests must reference the section(s) in the RFQ subject for clarifications. The questions and/or requests shall be forwarded to the point of contact specified in paragraph 2.5 above and shall arrive not later than seven (7) calendar days prior to the stated "Bid Closing Date". The Purchaser is under no obligation to answer questions submitted after this time.

2.6.3 Bidders are advised that subsequent questions and/or requests for clarification included in a bid shall neither be answered nor considered for evaluation and may be grounds for a determination of non-compliance.

- 2.6.4** Except as provided above, all questions will be answered by the Purchaser and the questions and answers (deprived of any means of identification of the questioner) will be issued in writing to all prospective bidders.
- 2.6.5** The published answers issued by the Purchaser shall be regarded as the authoritative interpretation of the RFQ. Amendments to the language of the RFQ included in the answers shall be incorporated by the Bidder in his offer.

2.7 REQUESTS FOR WAIVERS AND DEVIATIONS

- 2.7.1** Bidders are informed that requests for alteration to, waivers of, or deviations from the Schedules, the Special Contract Provisions, the Terms and Conditions in the NCI Agency's Basic Ordering Agreement, the Technical Specifications, the Statement of Work and any other Terms and Conditions of the Prospective Contract will not be considered after the Request for Clarification process.
- 2.7.2** Requests for alterations to the other requirements, terms or conditions of the Request for Quotation or the Prospective Contract may only be considered as part of the clarification process set forth in paragraph 2.6 above. Requests for alterations to the specifications, terms and conditions of the Contract which are included in a Bid as submitted may be regarded by the Purchaser as a qualification or condition of the Bid and may be grounds for a determination of non-compliance.

2.8 AMENDMENT OF THE REQUEST FOR QUOTATION

- 2.8.1** The Purchaser may revise, amend or correct the terms, conditions and/or specifications and provisions of the RFQ documents at any time prior to the date set for the Bid Closing. Any and all modifications will be transmitted to all prospective bidders by an official amendment designated as such and signed by the Contracting Authority. Such amendment shall be recorded in the Acknowledgement of Receipt which the bidder shall complete and enclose as part of his bid. This process may be part of the clarification procedures set forth in paragraph 2.6 above or may be an independent action on the part of the Purchaser.
- 2.8.2** The Purchaser will consider the potential impact of amendments on the ability of prospective Bidders' to prepare a proper bid within the allotted time. The Purchaser may extend the "Bid Closing Date" at his discretion and such extension will be set forth in the amendment document.

2.9 MODIFICATION AND WITHDRAWAL OF BIDS

- 2.9.1** Bids, once submitted, may be modified by Bidders, but only to the extent that the modifications are in writing, conform to the requirements of the RFQ, and are received by the Purchaser prior to the exact time and date established for Bid Closing. Such modifications shall be considered as an integral part of the submitted bid.
- 2.9.2** Modifications to bids which arrive after the Bid Closing Date will be considered as "Late Modifications" and will be processed in accordance with the

procedure set forth above concerning "Late Bids", except that unlike a "Late Bid", the Purchaser will retain the modification until a selection is made. A modification to a bid which is determined to be late will not be considered in the evaluation and selection process. If the Bidder submitting the modification is determined to be the successful Bidder on the basis of the unmodified bid, the modification may then be opened. If the modification makes the terms of the bid more favourable to the Purchaser, the modified bid may be used as the basis of Contract award. The Purchaser, however, reserves the right to award a Contract to the apparent successful Bidder on the basis of the bid submitted and disregard the late modification.

2.9.3 A Bidder may withdraw his bid at any time prior to Bid Opening without penalty. In order to do so, an authorised agent or employee of the Bidder must provide an original statement of the firm's decision to withdraw the bid.

2.9.4 Except as provided in paragraph 2.10.4 (b) below, a Bidder may withdraw his bid after Bid Opening only by forfeiture of the Bid Guarantee.

2.10 BID VALIDITY

2.10.1 Bidders shall be bound by the term of their bids for a period of 6 months starting from the Bid Closing Date specified at paragraph 2.3.1 above.

2.10.2 In order to comply with this requirement, the Bidder shall complete the Certificate of Bid Validity set forth in Annex B-4. Bids offering less than the period of time referred to above for acceptance by the Purchaser may be determined to be non-compliant.

2.10.3 The Purchaser will endeavour to complete the evaluation and make an award within the period referred to above. However, should that period of time prove insufficient to render an award, the Purchaser reserves the right to request an extension of the period of validity of all bids which remain under consideration for award.

2.10.4 Upon notification by the Purchaser of such a request for a time extension, the Bidders shall have the right to:

(a) accept this extension of time in which case Bidders shall be bound by the terms of their offer for the extended period of time and the Certificate of Bid Validity extended accordingly; or

(b) refuse this extension of time and withdraw the bid without penalty.

2.10.5 Bidders shall not have the right to modify their bids due to a Purchaser request for extension of the bid validity unless expressly stated in such request.

2.11 BID GUARANTEE

In light of the urgency of the requirement and in light of the customary administrative time necessary for the bidders' to obtain the issuance of a bid

guarantee, for the purpose of the submission of bids in response to this RFQ, the Purchaser voids any requirement for Bid Guarantees.

2.12 CANCELLATION OF REQUEST FOR QUOTATIONS

The Purchaser may cancel, suspend or withdraw for re-issue at a later date this RFQ at any time prior to Contract award. No legal liability on the part of the Purchaser for payment of any sort shall arise and in no event will any Bidder have cause for action against the Purchaser for the recovery of costs incurred in connection with preparation and submission of a bid in response to this RFQ.

2.13 ELECTRONIC TRANSMISSION OF INFORMATION AND DATA

2.13.1 The Purchaser will communicate answers to requests for clarification and amendments to this RFQ to the prospective Bidders as soon as practicable.

2.13.2 Bidders are cautioned that electronic transmission of documentation which contains classified information is not permissible.

SECTION III - BID PREPARATION INSTRUCTIONS

3.1 GENERAL

3.1.1 Bids shall be prepared in accordance with the instructions set forth herein. Failure to comply with these instructions may result in the Offer being declared non-compliant.

3.1.2 Bidders shall prepare a complete bid which comprehensively addresses all requirements stated herein. The Bid shall demonstrate the Bidder's understanding of the RFQ and his ability to provide all the deliverables and services listed in the Schedule of Supplies and Services. Bids which are not complete will be declared non-compliant.

3.1.3 The Bidder must clearly describe what is being offered and how the Bidder will meet all RFQ requirements.

3.1.4 Bidders shall classify their response in accordance with the classification of the RFQ.

3.1.5 Bidders are advised that the Purchaser reserves the right to incorporate the Bidders Technical Proposal in whole or in part in the resulting Contract.

3.2 BID MARKING

3.2.1 The proposal shall be sent in one e-mail to the Bid Delivery email address specified in section 2.5.

3.2.2 This e-mail shall have the following subject line:

- 115228-FGFS Official Bid for *Company Name*

3.3 BID CONTENT

3.3.1 The complete bid submission shall consist of three volumes as shown in the following table:

Volume	Format and Quantity Details
I: Bid Administration	<ul style="list-style-type: none"> 1 Scanned PDF file, with physical (non-digital) signatures. ➤ All of the required contents are detailed in Section 3.4.
II: Price	<ul style="list-style-type: none"> 1 Excel file, using the Bidding Sheets template provided. ➤ All of the required contents are detailed in Section 3.5.
III: Technical	<ul style="list-style-type: none"> 1 Scanned PDF file. ➤ All of the required contents are detailed in Section 3.6.

3.3.2 The email shall therefore include three files, one for each volume, with the following names:

3.3.2.1 Volume I:

- 115228-FGFS Official Bid for *Company Name*, Volume I – Bid Admin

3.3.2.2 Volume II:

- 115228-FGFS Official Bid for *Company Name*, Volume II – Price

3.3.2.3 Volume III:

- 115228-FGFS Official Bid for *Company Name*, Volume II – Technical

3.3.3 “*Company Name*” – In the subject line of the email, and in the names of the individual PDF and Excel files, the name of the bidder shall be abbreviated to no more than 10 characters. For example, if a company’s name is “Generic Computer and Technology Research”, the email and file name could be:

- 115228-FGFS Official Bid for Generic, Vol I – Bid Admin

Or

- 115228-FGFS Official Bid for GCTR, Vol I – Bid Admin

3.3.4 All emails submitted shall be less than 20MB.

3.4 VOLUME I: BID ADMINISTRATION

3.4.1 In this Envelope the bidder shall include the signed originals of the certifications set forth in Annex B hereto, specifically:

- (a) B-1 Certificate of Legal Name of Bidder

- (b) B-2 Acknowledgement of Receipt of RFQ Amendments (if applicable)
- (c) B-3 Certificate of Independent Determination
- (d) B-4 Certificate of Bid Validity Certificate of Understanding
- (e) B-5 Certificate of Exclusion of Taxes, Duties and Charges
- (f) B-6 Comprehension and Acceptance of Special Contract Provisions and General BOA Provisions
- (g) B-7 Disclosure of Requirements for NCIA Execution of Supplemental Agreements
- (h) B-8 List of Prospective Sub-Contractors/Consortium Members
- (i) B-9 Certification of NATO Member Country of Origin of Delivered Equipment, Services, Material and Intellectual Property Rights
- (j) B-10 Disclosure of Involvement of Former NCI Agency Employment
- (k) B-11 NCI Agency AD. 05.00, Code of Conduct: Post Employment Measures

3.4.2 The Contractor shall identify by name, project role, and country of origin, all sub-contractors whose sub-contract value is expected to equal or exceed EUR 125,000, if any.

3.5 VOLUME II: PRICE

3.5.1 Bidders shall prepare their Price Quotation by completing the yellow highlighted sections of the Bidding Sheets.

3.5.2 The structure of the Bidding Sheets shall not be changed nor should any quantity or item description in the Bidding Sheets. The currency of each line item and sub-item shall be shown.

3.5.3 The prices provided shall be intended as the comprehensive total price offered for the fulfilment of all requirements as expressed in the RFQ documentation including but not limited to those expressed in the SOW.

3.5.4 Bidders shall furnish Firm Fixed Prices for all required items in accordance with the format set forth in the Instructions for preparation of the Bidding Sheets.

3.5.5 Offered prices shall not be "conditional" in nature. Any comments supplied in the Bidding Sheets which are conditional in nature, relative to the offered prices, may result in a determination that the bid is non-compliant. Partial Bids will not be considered.

3.5.6 Bidders are responsible for the accuracy of their Price Quotations. Price Quotations that have apparent computational errors may have such errors

resolved in the Purchaser's favour or, in the case of gross omissions, inconsistencies or errors, may be determined to be non-compliant

3.5.7 Bidders shall quote in their own national currency or in EUR, the host nation currency. Bidders may also submit bids in multiple currencies including other NATO member states' currencies under the following conditions:

- (a) the currency is of a "participating country" in the project, and
- (b) the Bidder can demonstrate, either through sub-contract arrangements or in its proposed work methodology, that it will have equivalent expenses in that currency. All major sub-contracts and their approximate anticipated value should be listed on a separate sheets and included with the Price Quotation.

3.5.8 The Purchaser, by virtue of his status under the terms of Article IX and X of the Ottawa Agreement, is exempt from all direct taxes (incl. VAT) and all customs duties on merchandise imported or exported. The Contractor, therefore, certifies that the prices stipulated in this Contract do not include amounts to cover such direct taxes or customs duties.

3.5.9 The Contractor shall be responsible for ensuring that his respective Sub-contractors are aware that the Purchaser is exempt from taxes and customs duties. The Contractor (and his respective Sub-contractors) shall be responsible for complying with all applicable national and local legal and administrative procedures to ensure that authorities do not attempt to assess taxes and customs duties on goods and property imported or exported through NATO member nation frontiers under this Contract nor assess direct taxation (VAT) on goods sold to the NCI Agency under this Contract.

Bidders are informed that the Purchaser, by virtue of his status is exempt from VAT Article 42 §3 & 3° of VAT Code for Belgium, or Article 151, §1 b of the Council Directive 2006/112 EC dd. 28 November 2006 on intra-community purchases and/or services. Bidders shall therefore exclude from their Price Quotation all taxes, duties and customs charges from which the Purchaser is exempted by international agreement. Bidders are reminded of the requirement to complete the certification to this effect in Annex B-5.

3.5.10 Unless otherwise specified in the instructions for the preparation of bidding sheets, all prices quoted in the proposal shall be DDP (Delivered Duty Paid) to specified destination, in accordance with the International Chamber of Commerce INCOTERMS 2000 and shall also cover all packaging, packing, preservation, insurance and transportation charges. Prices quoted shall include all costs for items supplied and delivered to final destination

3.5.11 The Bidder's attention is directed to the fact that Price Quotation shall contain no document and/or information other than the priced copies of the Bidding Sheets. Any other document of a contractual or technical nature will not be considered for evaluation and may be cause for a determination of non-compliance by the Purchaser.

- 3.5.12** When completing the Bidding Sheets, a price for each specified element needs to be supplied on each sub-CLIN. Prices should not be grouped. The prices and quantities entered on the document shall reflect the total items required to meet the contractual requirements. The total price shall be indicated in the appropriate columns and in the currency quoted. If the price of a line item is expressed in different currencies, these shall be identified, and there shall be as many totals on that line item as there are currencies. In preparing the Price Quotation, Bidders shall ensure that the prices of the Sub-items total the price of the major item of which they constitute a part. The accuracy of the inputs of the Bidding Sheets is the responsibility of the Bidder. The Purchaser in its favour may resolve ambiguous computation of prices.
- 3.5.13** The Contractor shall be liable for all other taxes, assessments, fees, licences, administrative charges or other Government assessments or charges which are applicable to the performance of this Contract. It is the Contractor's responsibility to inform himself of his liability in each country where such liability may arise.
- 3.5.14** The Purchaser reserves the right to request additional price details, from the apparent winner, during the pre-contract award phase.
- 3.6 VOLUME III: TECHNICAL**
- 3.6.1** Bidders shall submit their Technical Proposal in one bound volume containing the equipment's technical specification sheets in compliance with the technical specification addressed in the Statement of Work.
- 3.6.2** Additional materials such as brochures, sales literature, product endorsements and unrelated technical or descriptive narratives shall not be included in the Technical Proposal. These materials may be included in a separate volume marked as Supplemental Material, but will not be evaluated.
- 3.6.3** The Bidder shall provide details of the warranty provision.
- 3.6.4** The Contractor shall provide the manufacturer's warranty for all material provided under this Contract. All the equipment shall have a minimum 1-year warranty term. The cell highlighted in yellow in the Bidding Sheets shall be filled out.
- 3.6.5** In this envelope the bidder shall include completed Annex C Cross-Reference / Compliance Table.

SECTION IV - BID EVALUATION

4.1 GENERAL

- 4.1.1** The evaluation of bids will be made by the Purchaser solely on the basis of the requirements in this RFQ.
- 4.1.2** The evaluation of bids and the determination as to the compliance or technical adequacy of the supplies and services offered will be based only on

that information furnished by the Bidder and contained in his bid. The Purchaser shall not be responsible for locating or securing any information which is not included in the bid.

- 4.1.3** To ensure that sufficient information is available, the Bidder shall furnish with its bid all information appropriate to provide a complete description of the work which will be performed and/or the supplies to be delivered. The information provided shall be to a level of detail necessary for the Purchaser to determine exactly what the Bidder proposes to furnish and whether the offer meets the technical, administrative and contractual requirements of this RFQ.
- 4.1.4** During the evaluation, the Purchaser may request clarification of the bid from the Bidder and the Bidder shall provide sufficient detailed information in connection with such requests as to permit the Purchaser to make a final determination based upon the facts. The purpose of such clarifications will be to resolve ambiguities in the bid and to permit the Bidder to state his intentions regarding certain statements contained therein. The Bidder is not permitted any cardinal alteration of the bid regarding technical matters and shall not make any change to its price quotation at any time.
- 4.1.5** The Bidder's prompt response to the Purchaser's RFQ clarification requests is important and therefore failure to provide the requested clarifications within the time-limits set forth in the specific Clarification Requests (maximum 24 hours next working day) may cause the bid to be deemed non-compliant.
- 4.1.6** The administrative compliance of the Bids will be evaluated first. Bids that are declared administratively non-compliant may be rejected without further evaluation. Following evaluation for administrative compliance, the Price Proposal of each Bidder is evaluated, and subsequently only the technical proposal of the apparent lowest priced bid is evaluated for technical compliance with the requirements of the Statement of Work.
- 4.1.7** The Contract resulting from this RFQ will be awarded to the bidder whose offer, as evaluated by the Purchaser, is the lowest priced bid and in compliance with the requirements of this RFQ.

4.2 ADMINISTRATIVE CRITERIA

- 4.2.1** Prior to commencement of the Price and Technical evaluation, Bids will be reviewed for compliance with the Bid Submission Requirements of this RFQ. These are as follows:
- (a) The Bid was received by email by the Bid Closing Date and Time,
 - (b) The Bid is packaged and marked properly,
 - (c) Completeness and formal compliance of Volume I – Bid Administration, with RFQ provisions and submission of signed, electronic versions of all required certificates.

4.2.2 A Bid that fails to conform to the above requirements may be declared non-compliant and may not be evaluated further by the Purchaser.

4.2.3 If it is discovered, during either the Price or Technical evaluation, that the Bidder has taken exception to the Terms and Conditions of the Prospective Contract, or has qualified and/or otherwise conditioned his offer on a modification or alteration of the Terms and Conditions or the language of the Statement of Work, the Bidder may be determined to have submitted a non-compliant bid.

4.3 PRICE CRITERIA

4.3.1 Price Evaluation Criteria: The Bid will be evaluated against the following criteria:

- (a) Completeness and formal compliance of Volume II – Price with RFQ provisions and Bidding Instructions;
- (b) Total Lowest DDP Destination Firm Fixed Price offered for all elements of the Bidding Sheets;
- (c) The Bid meets requirements for Price Realism.

4.3.2 Determination of Lowest Priced Bid

In order to determine the total lowest offered price, the Purchaser will convert all prices quoted into Euro for purposes of comparison. The exchange rate to be utilised by the Purchaser will be the average of the official buying and selling rates of the European Central Bank at close of business on the last working day preceding the Bid Closing Date.

4.4 PRICE REALISM

4.4.1 Otherwise successful Bidders that submit a price quotation so low that it is not a realistic reflection of the objective cost of performance of the associated technical proposal may be considered by the Purchaser to have submitted an unrealistic offer and that offer may be determined to be non-compliant.

4.4.2 Indicators of an unrealistically low bid may be the following, amongst others:

- (a) Labour Costs that, when amortised over the expected or proposed direct labour hours, indicate average labour rates far below those prevailing in the Bidders locality for the types of labour proposed.
- (b) Direct Material costs that are considered to be too low for the amounts and types of material proposed, based on prevailing market prices for such material.
- (c) Numerous Line Item prices for supplies and services that are provided at no cost or at nominal prices.

- 4.4.3** In the event that the successful Bidder has submitted a price quotation that is less than two-thirds of the average of the remaining compliant bids, the Purchaser will ensure that the successful Bidder has not artificially reduced the offered prices to assure Contract award. In this situation, the Purchaser will request clarification from the Bidder, and the Bidder shall provide an explanation to the Purchaser on the basis of one of the following reasons:
- (a) An error was made in the preparation of the Price Quotation. In such a case, the Bidder must document the nature of the error and show background documentation concerning the preparation of the Price Quotation that makes a convincing case that a mistake was made by the Bidder. In such a case, the Bidder shall petition the Purchaser to either: remain in the competition and accept the Contract at the offered price, or to withdraw from the competition.
 - (b) The Bidder has a competitive advantage due to prior experience or industrial/technological processes that demonstrably reduce the costs of Bidder performance and therefore the price offered is realistic. Such an argument must support the technical proposal offered and convincingly and objectively describe the competitive advantage and the net savings achieved by this advantage over standard market practices and technology.
 - (c) The Bidder recognises that the submitted Price Quotation is unrealistically low compared to its cost of performance and, for business reasons, the Bidder is willing to absorb such a loss. Such a statement can only be made by the head of the business unit submitting the Bid and will normally be made at the level of Chief Operating Officer or Chief Executive Officer. In such a case, the Bidder shall estimate the potential loss and show that the financial resources of the Bidder are adequate to withstand such reduction in revenue.
- 4.4.4** If a Bidder fails to submit a comprehensive and compelling response on one of the bases above, the Purchaser may determine the Bid submitted as non-compliant. If the Bidder responds on the basis of 4.3.4(a) above and requests to withdraw from the competition, the Purchaser may, depending on the nature and gravity of the mistake, allow the Bidder to withdraw.
- 4.4.5** If the Purchaser accepts the Bidder's explanation of mistake in paragraph 4.4.3(a) and allows the Bidder to accept the Contract at the offered price, or the Purchaser accepts the Bidder's explanation pursuant to paragraph 4.4.3(c) above, the Bidder shall agree that the supporting pricing data submitted with his Bid will be incorporated by reference in the resultant contract. The Bidder shall agree as a condition of contract signature, that the pricing data will be the basis of determining fair and reasonable pricing for all subsequent negotiations for modifications of or additions to the contract and that no revisions of proposed prices will be made.
- 4.4.6** If the Bidder presents a convincing rationale pursuant to paragraph 4.5.3(b) above, no additional action will be warranted. The Purchaser, however,

reserves its right to reject such an argument if the rationale is not compelling or capable of objective analysis. In such a case the Bid may be determined to be non-compliant.

4.5 TECHNICAL CRITERIA

4.5.1 Upon determination of the lowest-priced Bid as described above, only the technical proposal of the apparent lowest priced bid shall be evaluated to confirm compliance with the following criteria associated with the respective sections of the Technical Proposal.

4.5.2 Technical Evaluation Criteria: The Bid will be evaluated against the following criteria:

- (a) The Bid provides a specifications sheets for each item of COTS equipment it proposes to provide in satisfaction of the technical requirements stated in the SOW.
- (b) The Bid indicates for each hardware equipment item identified in the Bidding Sheets whether the proposed item meets or exceeds the minimum requirements in the SOW. All proposed items meet or exceed these requirements.
- (c) The Bid confirms that the Bidder will provide the COTS software identified in the Bidding Sheets and the SOW.
- (d) The Bidder shall provide written confirmation that it will deliver the required Switches along with the relevant TEMPEST certificates, as per the SOW.
- (e) The Bidder shall provide the manufacturer's warranty for all material provided under this Contract. All the equipment shall have a minimum 1-year warranty term. The cell highlighted in yellow in the Bidding Sheets shall be filled out.

4.6 CONTRACT AWARD

4.6.1 The contract resulting from this RFQ will be awarded to the Bidder whose offer, as evaluated by the Purchaser, is the lowest priced bid in compliance with the requirements of this RFQ.

4.6.2 Bidders that are determined to have submitted non-compliant bids will be so notified and will have an opportunity to challenge such a determination. In such a case, the administrative proposal and the technical proposal of the Bidder who has submitted the apparent second lowest compliant priced bid will be evaluated. The Bidder who has offered the lowest compliant priced, technically compliant bid will then be offered the contract for award.

4.7 AVAILABILITY OF FUNDS

4.7.1 Funds are not presently available for this project. The Agency's obligation under this project is contingent upon the availability of funds from which

payment for contract purposes can be made. No legal liability on the part of the Agency for any payment may arise until funds are made available to the Contracting Officer for this project and until the Contractor receives notice of such availability, to be confirmed in writing by the Contracting Officer.

Annex A - Bidding Sheets

Annex A-1 Introduction

1. Bid pricing requirements as addressed in this Annex are mandatory. Failure to abide to the bid pricing requirements included in this section may lead to the Bid being declared non-compliant and not being taken into consideration for award.
2. No alteration of the Bidding sheets – including, but not limited to quantity indications, descriptions, titles or pre-populated Not-to-Exceed amounts – are allowed with the sole exception of those explicitly indicated as allowed in this document or in the instructions embedded in the Bidding Sheets file.
3. Additional price columns may be added if multiple currencies are Bid, including extra provisions for all totals.
4. Bidders are required, in preparing their Price Quotation to utilise the electronic file provided as part of this RFQ and referenced in Annex A-2.
5. In preparing the Price Quotation, Bidders shall ensure that the prices of the Sub-items total the price of the major item of which they constitute a part.
6. Pricing for lower level items shall add to the total for the Sub-CLINs, and the Sub-CLIN totals shall add to the CLIN total. The Purchaser in its favour may resolve ambiguous computation of prices.
7. The prices and quantities entered on the document shall reflect the total items required to meet the Contractual requirements. The total price shall be indicated in the appropriate columns.
8. Bidders are advised that formulae are designed to ease evaluation of the Bidders proposal have been inserted in the electronic copies of the Bidding Sheets. Notwithstanding this, the Bidder remains responsible for ensuring that their figures are correctly calculated and should not rely on the accuracy of the formulae electronic copies of the Bidding Sheets.
9. If the Bidder identifies an error in the spreadsheets, it should notify the Purchaser through process described section 2.6. The Purchaser will then make a correction and notify all the Bidders of the update.
10. Prices shall not include any provision for taxes or duties for which the Purchaser is exempt.

Annex A-2 Bidding Sheets

1. Bidders are required, in preparing their Price Quotation to utilise the following electronic file provided as part of this RFQ.

“02_RFQ-CO-115228-FGFS_Book I - Annex A2 Bidding Sheets.xls”

2. Bidders shall include this file in its proposal in the same Excel format in which it is provided in this RFQ.
3. This Excel file includes detailed instructions on each tab that will facilitate bidders' preparation of the bid pricing. These instructions are mandatory.

Annex B - Prescribed Administrative Forms and Certificates

Annex B-1 Certificate of Legal Name of Bidder

This Bid is prepared and submitted on behalf of the legal corporate entity specified below:

Full Name Of Corporation: _____

Division (If Applicable): _____

Sub Division (If Applicable): _____

Official Mailing Address _____

BOA Number: _____

Point Of Contact Regarding This Bid:

Name: _____

Position: _____

Telephone: _____

Email: _____

Alternative Point of Contact:

Name: _____

Position: _____

Telephone: _____

Email: _____

Date

Signature of Authorised Representative

Printed Name

Title

Annex B-2 Acknowledgement of Receipt of RFQ Amendments

I confirm that the following Amendments to Request for Quotation No. RFQ-CO-115228-FGFS have been received and the Bid as submitted reflects the content of such Amendments:

Amendment Number	Date Issued	Date of Receipt

Date

Signature of Authorised Representative

Printed Name

Title

Company

Annex B-3 Certificate of Independent Determination

It is hereby stated that:

- a. We have read and understand all documentation issued as part of RFQ-CO-115228-FGFS. Our Bid submitted in response to the referred solicitation is fully compliant with the provisions of the RFQ and the prospective Contract.
- b. Our Bid has been arrived at independently, without consultation, communication or agreement, for the purpose of restricting competition, with any other Bidder or with any competitor;
- b. The contents of our Bid have not been knowingly disclosed by the Bidder and will not knowingly be disclosed by the Bidder prior to award, directly or indirectly to any other Bidder or to any competitor; and
- c. No attempt has been made, or will be made by the Bidder to induce any other person or firm to submit, or not to submit, a Bid for the purpose of restricting competition.

Date

Signature of Authorised Representative

Printed Name

Title

Company

Annex B-4 Certificate of Bid Validity

I, the undersigned, as an authorised representative of the firm submitting this Bid, do hereby certify that the pricing and all other aspects of our Bid will remain valid for a period of six (6) months from the Bid Closing Date of this Request for Quote.

Date

Signature of Authorised Representative

Printed Name

Title

Company

Annex B-5 Certificate of Exclusion of Taxes, Duties and Charges

I hereby certify that the prices offered in the price quotation of this Bid exclude all taxes, duties and customs charges from which the Purchaser has been exempted by international agreement.

Date

Signature of Authorised Representative

Printed Name

Title

Company

Annex B-6 Comprehension and Acceptance of Contract Special and General Provisions

The Bidder hereby certifies that he has reviewed the Special Contract Provisions set forth in the Prospective Contract, Book II of this Request for Quotation and the Contract Provisions set forth in the Basic Ordering Agreement signed with the NCI Agency. The Bidder hereby provides his confirmation that he fully comprehends the rights, obligations and responsibilities of the Contractor as set forth in the Articles and Clauses of the Prospective Contract. The Bidder additionally certifies that the offer submitted by the Bidder is without prejudice, qualification or exception to any of the Terms and Conditions and he will accept and abide by the stated Special Contract Provisions if awarded the contract as a result of this Request for Quotation

I certify that

.....
.....(Company Name) has
read and fully understands the requirements of this Request for Quotation (RFQ)
and that the Bid recognises these requirements in total.

The Bidder hereby certifies that he has reviewed the Contract Special Provisions and the NCI Agency Contract General Provisions set forth in the Prospective Contract, Book II, of this Invitation for Bid. The Bidder hereby provides his confirmation that he fully comprehends the rights, obligations and responsibilities of the Contractor as set forth in the Articles and Clauses of the Prospective Contract. The Bidder additionally certifies that the offer submitted by the Bidder is without prejudice, qualification or exception to any of the Terms and Conditions and he will accept and abide by the stated Contract Special Provisions and Contract General Provisions if awarded the Contract as a result of this Invitation for Bid.

Date

Signature of Authorised Representative

Printed Name

Title

Company

Annex B-7 Disclosure of Requirements for NCI Agency Execution of Supplemental Agreements

I, the undersigned, as an authorised representative of _____, certify the following statement:

All supplemental agreements, defined as agreements, documents and/or permissions outside the body of the Contract but are expected to be required by my Government, and the governments of my Subcontractors, to be executed by the NCI Agency or its legal successor as a condition of my firm's performance of the Contract, have been identified, as part of the Bid.

These supplemental agreements are listed as follows:

(insert list of supplemental agreements or specify "none")

Examples of the terms and conditions of these agreements have been provided in our Offer. The anticipated restrictions to be imposed on NATO, if any, have been identified in our offer along with any potential conflicts with the terms, conditions and specifications of the Prospective Contract. These anticipated restrictions and potential conflicts are based on our knowledge of and prior experience with such agreements and their implementing regulations. We do not certify that the language or the terms of these agreements will be exactly as we have anticipated.

The processing time for these agreements has been calculated into our delivery and performance plans and contingency plans made in the case that there is delay in processing on the part of the issuing government(s).

We recognise that additional supplemental agreements, documents and permissions presented as a condition of Contract performance or MOU signature after our firm would be selected as the successful Bidder may be cause for the NCI Agency to determine the submitted Bid to be non-compliant with the requirements of the RFQ;

We accept that should the resultant supplemental agreements issued in final form by the government(s) result in an impossibility to perform the Contract in accordance with its schedule, terms or specifications, the Contract may be terminated by the Purchaser at no cost to either Party.

Date

Signature of Authorised Representative

Printed Name

Title

Company

Annex B-8 List of Prospective Subcontractors

Name and Address of Sub-Bidder	DUNS Number ¹	Primary Location of Work	Items/Services to be Provided	Estimated Value of Sub-Contract

Date

Signature of Authorised Representative

Printed Name

Title

Company

¹ Data Universal Numbering System (DUNS). Bidders are requested to provide this data in order to help NCI AGENCY to correctly identify Subcontractors. If a Subcontractor's DUNS is not known this field may be left blank.

Annex B-9 Certificate of Origin of Equipment, Services, and Intellectual Property

The Bidder hereby certifies that, if awarded the Contract pursuant to this solicitation, he will perform the Contract subject to the following conditions:

(a) none of the work, including project design, labour and services shall be performed other than by firms from and within participating NATO member countries;

(b) no material or items of equipment down to and including identifiable sub-assemblies shall be manufactured or assembled by a firm other than from and within a participating NATO member country. (A sub-assembly is defined as a portion of an assembly consisting of two or more parts that can be provisioned and replaced as an entity); and

(c) The intellectual property rights to all design documentation and related system operating software shall reside in NATO member countries, and no license fees or royalty charges shall be paid by the Bidder to firms, individuals or Governments other than within the NATO member countries.

Date

Signature of Authorised Representative

Printed Name

Title

Company

Annex B-10 Disclosure of Involvement of Former NCI Agency Employment

The Bidder hereby certifies that, in preparing its Bid, the Bidder did not have access to solicitation information prior to such information been authorized for release to Bidders (e.g., draft statement of work and requirement documentation).

The Bidder hereby acknowledges the post-employment measures applicable to former NCI Agency Personnel as per the NCI Agency Code of Conduct.

The Bidder hereby certifies that:

- ☐ Its personnel, at any tier, working as part of the company's team preparing the Bid have not held employment with NCI Agency within the last two years.
- ☐ It has obtained a signed statement from the former NCI Agency personnel below, who departed the NCI Agency within the last two years, that they were not previously involved in the project under competition (as defined in the extract of the NCI Agency Code of Conduct provided in Annex B-11 of this RFQ):

Employee Name	Former NCI Agency Position	Current Company Position

The Bidder also hereby certifies that it does not employ and/or receive services from former NCI Agency Personnel at grades A5 and above or ranks OF-5 and above, who departed the NCI Agency within the last 12 months. This prohibitions covers negotiations, representational communications and/or advisory activities.

Date

Signature of Authorised Representative

Printed Name

Title

Company

Annex B-11 NCI Agency AD. 05.00, Code of Conduct: Post Employment Measures

1. The NCI Agency will not offer employment contracts to former NCI Agency Personnel who departed less than 2 years earlier, unless prior approval by the General Manager has been received.
2. Former NCI Agency Personnel will not be accepted as consultants or commercial counterparts for two (2) years after finalization of their employment at NCI Agency, unless the General Manager decides otherwise in the interest of the Agency and as long as NATO rules on double remuneration are observed. Such decision shall be recorded in writing. Commercial counterparts include owners or majority shareholders, key account managers, or staff members, agents or consultants of a company and/or subcontractors seeking business at any tier with the NCI Agency in relation to a procurement action in which the departing NCI Agency staff member was involved when he/she was under the employment of the NCI Agency. As per the Prince 2 Project methodology, a Project is defined as a “temporary organization that is created for the purpose of delivering one or more business products according to an agreed business case”. For the purpose of this provision, involvement requires (i) drafting, review or coordination of internal procurement activities and documentation, such as statement of work and statement of requirement; and/or (ii) access to procurement information that has not yet been authorized for release for outside distribution, including draft statements of work and requirement documentations; and/or (iii) being appointed as a representative to the Project governance (e.g., Project Board) with access to procurement information as per (ii) above; and/or (iv) having provided strategic guidance to the project, with access to procurement information as per (ii) above.
3. In addition to paragraph 2 above, former NCI Agency Personnel at grades A5 and above or ranks OF-5 and above are prohibited during twelve months following the end of their employment with the NCI Agency from engaging in negotiations, representational communications and/or advisory activities with the NCI Agency on behalf of a private entity, unless this has been agreed in advance by the NCI Agency General Manager and notified to the Agency Supervisory Board (ASB).
4. NCI Agency Personnel leaving the Agency shall not contact their former colleagues in view of obtaining any information or documentation about procurement activities’ not-yet-authorized release. NCI Agency Personnel shall immediately report such contacts to the Director of Acquisition.
5. The ASB Chairman will be the approving authority upon recommendation by the Legal Adviser when the NCI Agency Personnel concerned by the above is the NCI Agency General Manager and will notify the ASB.
6. NCI Agency Personnel leaving the Agency shall sign a statement that they are aware of the post-employment measures set out in this Directive.
7. The post-employment measures set out in this Directive shall be reflected in the NCI Agency procurement documents, such as IFBs, and contract provisions.

ANNEX C - Cross-Reference / Compliance Table

Bidders shall complete column “BID REFERENCE” with Bid references that locate the technical proposal documentation required by the RFQ, e.g. section, paragraph, table (*if applicable*), page number etc. One copy each of the duly completed Cross Reference/ Compliance Table is to be included in the Bid Technical Proposal Package. The Bid shall follow the instructions in paragraph 3.6, and will be evaluated according to the instructions in paragraph 4.5.

Bidding Documents Requirement Ref.	REQUIREMENT DESCRIPTION	BID REFERENCE
SOW	The Bid provides a specifications sheets for each item of COTS equipment it proposes to provide in satisfaction of the technical requirements stated in the SOW.	<i>Bidder to complete</i>
SOW / Bidding Sheets	The Bid indicates for each hardware equipment item identified in the Bidding Sheets whether the proposed item meets or exceeds the minimum requirements in the SOW. All proposed items meet or exceed these requirements.	<i>Bidder to complete</i>
SOW / Bidding Sheets	The Bid confirms that the Bidder will provide the COTS software identified in the Bidding Sheets and the SOW.	<i>Bidder to complete</i>
SOW	The Bidder shall provide written confirmation that it will deliver the required Switches along with the relevant TEMPEST certificates, as per the SOW.	<i>Bidder to complete</i>
SOW / Bidding Sheets	The Bidder shall provide the manufacturer's warranty for all material provided under this Contract. All the equipment shall have a minimum 1-year warranty term. The cell highlighted in yellow in the Bidding Sheets shall be filled out.	<i>Bidder to complete</i>

Bidding Sheets Instructions

INTRODUCTION & IMPORTANT NOTES

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.

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.

Bidders are **REQUIRED** to complete the following tabs:

- "Offer Summary",
- "CLIN Summary",

Note that input cells in the "Offer Summary" and the "CLIN Summary" tabs are colour coded YELLOW.

The instructions for the detailed tabs can be found below, as well as in the green boxes within each detailed tab.

Note: any information found within GREEN boxes throughout the entire document is provided as an instruction and/or example only.

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.

Bids in MULTIPLE CURRENCIES should follow the following instructions:

- 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.

CLIN Number	CLIN DESCRIPTION	Firm Fixed Price
Declare Currency =>		
Grand Total Firm fixed Price - Base Contract		-
CLIN 1	CLIN 1 (BASE-EVALUATED) - PHASE ONE	-
CLIN 2	CLIN 2 (BASE-EVALUATED) - PHASE TWO	-
CLIN 3	CLIN 3 (BASE-EVALUATED) - PHASE THREE	-
Total Firm Fixed Price		-

Offer Summary Instructions:

Bidders are to populate all **yellow cells**. Firm fixed prices need to be provided for every CLIN, with no omissions.

Note that any formulas existing in the cells are provided only to assist the bidder, and ultimately all calculations are the bidder's responsibility. As such, the contractor may alter any formulas necessary to provide an accurate, clear and traceable bid as required.

Important Note: The Total sum firm fixed price column in this "Offer Summary" sheet should equal the grand total from the "CLIN Summary" tab.

Example for multiple currencies:

For multiple currencies, duplicate the "firm fixed price" column for each currency

CLIN Number	CLIN DESCRIPTION	Firm Fixed Price	Firm Fixed Price	Firm Fixed Price
Currency		Euro (EUR)	US Dollar (USD)	UK Pound sterling (GBP)
CLIN 1	Insert Base Contract CLIN Description here			
CLIN 2	Insert Base Contract CLIN Description here			
CLIN 3	Insert Base Contract CLIN Description here			
CLIN 4	Insert Base Contract CLIN Description here			
CLIN 5	Insert Base Contract CLIN Description here			
CLIN 6	Insert Base Contract CLIN Description here			
CLIN 7	Insert Base Contract CLIN Description here			
CLIN 8	Insert Base Contract CLIN Description here			

RFQ-CO-115228-FGF5 CLIN Summary													
BASIC CONTRACT													
CLIN	Description	SOW Reference	Delivery date	Delivery Destination	Unit of measure	Quantity	Unit Price	Total Firm Fixed Price	Investment or O&M	Item meets or exceeds requirements stated in SOW/Annex A (YES/NO)	Please confirm the length of warranty	Specification sheet reference	Optional Comments (Mandatory for zero costs lines)
1.0 CLIN 1 (BASE-EVALUATED) - PHASE ONE								Declare Currency =>					
1.0	WP1 – Provide WIFI Equipment and Services												
1.1	Wireless Access Point (Internal)	A.1.1	Delivery 8 weeks after the contract award date - TBC	NCIA The Hague	Nr.	110	-	-					
1.2	Cisco ONE Software - C1 Foundation Perpetual - Wireless	A.1.1	Delivery 8 weeks after the contract award date - TBC	NCIA The Hague	Nr.	110	-	-					
1.3	Shipping cost for CLINs 1.1 - 1.2	4.2	Delivery 8 weeks after the contract award date - TBC	NCIA The Hague	Nr.		-	-					
TOTAL PRICE CLIN 1								-					
2.0 CLIN 2 (BASE-EVALUATED) - PHASE TWO													
2.0	WP2 - Provide End User Network Equipment												
2.1	End User Access Switch (Copper- PoE)	A.1.2	Delivery 8 weeks after the contract award date - TBC	NCIA The Hague	Nr.	18	-	-					
2.2	End User Access Switch (Fibre)	A.1.3	Delivery 8 weeks after the contract award date - TBC	NCIA The Hague	Nr.	4	-	-					
2.3	Fibre Patch Cable OS2-9/125 SM LC-LC Patch Cable, 2M	A.1.4	Delivery 8 weeks after the contract award date - TBC	NCIA The Hague	Nr.	50	-	-					
2.4	Fibre Patch Cable OS2-9/125 SM LC-LC Patch Cable, 3M	A.1.4	Delivery 8 weeks after the contract award date - TBC	NCIA The Hague	Nr.	50	-	-					
2.5	Fibre Patch Cable OS2-9/125 SM LC-LC Patch Cable, 5M	A.1.4	Delivery 8 weeks after the contract award date - TBC	NCIA The Hague	Nr.	50	-	-					
2.6	Fibre Patch Cable OS2-9/125 SM LC-LC Patch Cable, 10M	A.1.4	Delivery 8 weeks after the contract award date - TBC	NCIA The Hague	Nr.	10	-	-					
2.7	Fibre Patch Cable OM4-50/125 MM LC-LC Patch Cable, 1M	A.1.4	Delivery 8 weeks after the contract award date - TBC	NCIA The Hague	Nr.	20	-	-					
2.8	Fibre Patch Cable OM4-50/125 MM LC-LC Patch Cable, 2M	A.1.4	Delivery 8 weeks after the contract award date - TBC	NCIA The Hague	Nr.	100	-	-					
2.9	Fibre Patch Cable OM4-50/125 MM LC-LC Patch Cable, 3M	A.1.4	Delivery 8 weeks after the contract award date - TBC	NCIA The Hague	Nr.	100	-	-					
2.10	Fibre Patch Cable OM4-50/125 MM LC-LC Patch Cable, 5M	A.1.4	Delivery 8 weeks after the contract award date - TBC	NCIA The Hague	Nr.	100	-	-					
2.11	Copper Patch Cable CAT6A S-FTP Patch Cable, 1M	A.1.5	Delivery 8 weeks after the contract award date - TBC	NCIA The Hague	Nr.	50	-	-					
2.12	Copper Patch Cable CAT6A S-FTP Patch Cable, 2M	A.1.5	Delivery 8 weeks after the contract award date - TBC	NCIA The Hague	Nr.	400	-	-					
2.13	Copper Patch Cable CAT6A S-FTP Patch Cable, 3M	A.1.5	Delivery 8 weeks after the contract award date - TBC	NCIA The Hague	Nr.	200	-	-					
2.14	Copper Patch Cable CAT6A S-FTP Patch Cable, 5M	A.1.5	Delivery 8 weeks after the contract award date - TBC	NCIA The Hague	Nr.	200	-	-					
2.15	Rittal TS-IT Cable duct, 47 HE TS-IT Frame (5502102)	A.1.7	Delivery 8 weeks after the contract award date - TBC	NCIA The Hague	Nr.	20	-	-					
2.16	Labels (roll 2500 pieces)	A.1.8	Delivery 8 weeks after the contract award date - TBC	NCIA The Hague	Nr.	2	-	-					
2.17	DELL 10 Gb SFP+ SM LR 1310 Nm	A.1.9	Delivery 8 weeks after the contract award date - TBC	NCIA The Hague	Nr.	46	-	-					
2.18	Modular Fibre Optic Enclosure panel 1U FHD	A.1.10	Delivery 8 weeks after the contract award date - TBC	NCIA The Hague	Nr.	11	-	-					
2.19	Modular MTP-24 to 12x LC OS2 12 port FHD LC modules	A.1.11	Delivery 8 weeks after the contract award date - TBC	NCIA The Hague	Nr.	16	-	-					
2.20	Modular MTP-24 to 12x OM4 12 port FHD LC modules	A.1.12	Delivery 8 weeks after the contract award date - TBC	NCIA The Hague	Nr.	8	-	-					
2.21	10 mtr MTP Female 24 Fibre Type A OS2 SM 9/125 trunk cable	A.1.13	Delivery 8 weeks after the contract award date - TBC	NCIA The Hague	Nr.	8	-	-					
2.22	10 mtr MTP Female 24 Fibre Type A OM4 MM 50/125 trunk cable	A.1.14	Delivery 8 weeks after the contract award date - TBC	NCIA The Hague	Nr.	4	-	-					
2.23	1U Fibre adapter panel Blank plate	A.1.15	Delivery 8 weeks after the contract award date - TBC	NCIA The Hague	Roll	30	-	-					
2.24	Shipping cost for CLINs 2.1 - 2.23	4.2	Delivery 8 weeks after the contract award date - TBC	NCIA The Hague	Nr.		-	-					
TOTAL PRICE CLIN 2								-					
3.0 CLIN 3 (BASE-EVALUATED) - PHASE THREE													
3.0	WP3 - Provide VoIP Equipment												
3.1	Cisco IP Phone 8841	A.1.6	Delivery 8 weeks after the contract award date - TBC	NCIA The Hague	Nr.	200	-	-					
3.2	SN7C-8XSNBD Cisco UC Phone 8841	A.1.6	Delivery 8 weeks after the contract award date - TBC	NCIA The Hague	Nr.	200	-	-					
3.3	Top Level SKU For UCL User License - eDelivery	A.1.6	Delivery 8 weeks after the contract award date - TBC	NCIA The Hague	Nr.	1	-	-					
3.4	SW SUPPORT ENHANCED Top Level SKU For 9.	A.1.6	Delivery 8 weeks after the contract award date - TBC	NCIA The Hague	Nr.	1	-	-					
3.5	UC Manager-11.x Enhanced Single User License	A.1.6	Delivery 8 weeks after the contract award date - TBC	NCIA The Hague	Nr.	200	-	-					
3.6	SW SUPPORT ENHANCED UC Manager-11.x Enhanced Single User-Und	A.1.6	Delivery 8 weeks after the contract award date - TBC	NCIA The Hague	Nr.	200	-	-					
3.7	UCMPAK	A.1.6	Delivery 8 weeks after the contract award date - TBC	NCIA The Hague	Nr.	1	-	-					
3.8	Cisco Expressway-C Server, Virtual Edition	A.1.6	Delivery 8 weeks after the contract award date - TBC	NCIA The Hague	Nr.	2	-	-					
3.9	Cisco Expressway-E Server, Virtual Edition	A.1.6	Delivery 8 weeks after the contract award date - TBC	NCIA The Hague	Nr.	2	-	-					
3.10	Expressway Desktop Endpoint License	A.1.6	Delivery 8 weeks after the contract award date - TBC	NCIA The Hague	Nr.	200	-	-					
3.11	UC Manager Enhanced 11.x License	A.1.6	Delivery 8 weeks after the contract award date - TBC	NCIA The Hague	Nr.	200	-	-					

CLIN Summary Instruction:

Bidders are to populate all **yellow cells**. Firm fixed prices need to be provided for every CLIN, with no omissions.

If Bidder decides to keep any CLIN at zero costs the reason for it has to be explained in the corresponding Comments field.

For the CLIN Summary Tab Bidders have 2 options:

A) Columns may be added to the right of the current table; two columns "Unit Price" and "Total Firm Fixed Price" would be added for each additional currency of the bid;

B) Bidders may duplicate the CLIN Summary tab for each currency bid.

Note: Any formulas existing in the cells are provided only to assist the bidder and ultimately all calculations are the bidder's responsibility. As such, the contractor may alter any formulas necessary to provide an accurate, clear and traceable bid as required.

Important Note: The total sum of the "Firm Fixed Price" column in this CLIN Summary sheet should equal the grand total from the "Offer Summary" tab.

3.12	Expressway Series, Expressway-E PAK	A.1.6	Delivery 8 weeks after the contract award date - TBC	NCIA The Hague	Nr.	1	-	-					
3.13	Enable GW Feature (H323-SIP)	A.1.6	Delivery 8 weeks after the contract award date - TBC	NCIA The Hague	Nr.	4	-	-					
3.14	Enable Expressway-E Feature Set	A.1.6	Delivery 8 weeks after the contract award date - TBC	NCIA The Hague	Nr.	2	-	-					
3.15	Enable TURN Relay Option	A.1.6	Delivery 8 weeks after the contract award date - TBC	NCIA The Hague	Nr.	2	-	-					
3.16	Enable Advanced Networking Option	A.1.6	Delivery 8 weeks after the contract award date - TBC	NCIA The Hague	Nr.	2	-	-					
3.17	License Key Software Encrypted	A.1.6	Delivery 8 weeks after the contract award date - TBC	NCIA The Hague	Nr.	4	-	-					
3.18	Enable Expressway Series Feature Set	A.1.6	Delivery 8 weeks after the contract award date - TBC	NCIA The Hague	Nr.	4	-	-					
3.19	Software Image for Expressway with Encryption, Version X12	A.1.6	Delivery 8 weeks after the contract award date - TBC	NCIA The Hague	Nr.	1	-	-					
3.20	EMRGNCY RSPNDR 11.X PAK	A.1.6	Delivery 8 weeks after the contract award date - TBC	NCIA The Hague	Nr.	1	-	-					
3.21	CUCM Software Version 11.5 Unrestricted	A.1.6	Delivery 8 weeks after the contract award date - TBC	NCIA The Hague	Nr.	1	-	-					
3.22	EMRGNCY RSPNDR USR LIC 1 PHN FOR NEW 11X SYSTEM	A.1.6	Delivery 8 weeks after the contract award date - TBC	NCIA The Hague	Nr.	200	-	-					
3.23	SW SUPPORT ENHANCED EMRGNCY RSPNDR USR LIC 1 PHN FOR NEW 11X	A.1.6	Delivery 8 weeks after the contract award date - TBC	NCIA The Hague	Nr.	200	-	-					
3.24	Unity Connection 11.x Software	A.1.6	Delivery 8 weeks after the contract award date - TBC	NCIA The Hague	Nr.	30	-	-					
3.25	SWSS UPGRADES Unity Connection 11.x Software	A.1.6	Delivery 8 weeks after the contract award date - TBC	NCIA The Hague	Nr.	30	-	-					
3.26	One Unity Connection 11.x User - All user Features-delivery	A.1.6	Delivery 8 weeks after the contract award date - TBC	NCIA The Hague	Nr.	30	-	-					
3.27	SWSS UPGRADES One Unity Connection 10.x 11.x Voice Messaging	A.1.6	Delivery 8 weeks after the contract award date - TBC	NCIA The Hague	Nr.	30	-	-					
3.28	SpeechView Unity Connection Demo for 50 users for 6 months	A.1.6	Delivery 8 weeks after the contract award date - TBC	NCIA The Hague	Nr.	30	-	-					
3.29	Unity Connection 11.x PAK	A.1.6	Delivery 8 weeks after the contract award date - TBC	NCIA The Hague	Nr.	30	-	-					
3.30	Unity Connection 11.x SpeechConnect Ports	A.1.6	Delivery 8 weeks after the contract award date - TBC	NCIA The Hague	Nr.	60	-	-					
3.31	UC Encryption License	A.1.6	Delivery 8 weeks after the contract award date - TBC	NCIA The Hague	Nr.	30	-	-					
3.32	Shipping cost for CLINs 3.1 - 3.31	4.2	Delivery 8 weeks after the contract award date - TBC	NCIA The Hague	Nr.		-	-					
TOTAL PRICE CLIN 3							-						
Total Firm Fixed Price- Base Contract							-						

* links to materials TAB only (you can add tabs to summary if any other than materials is used)

BOOK II

PROSPECTIVE CONTRACT

RFQ-CO-115228-FGFS

**Provision of Active IT Network Equipment and Services
for FGFS Project in The Hague**



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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 “Basic Ordering Agreement (BOA)”: Means the separate agreement the Contractor holds with the NCI Agency under the auspices of the NCI Agency BOA Program.
- 1.4 “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.
- 1.5 “Contractor”: The person or legal entity from a Participating Country which has signed this Contract and is a Party thereto
- 1.6 “NCIA General Provisions”: Means the General Provisions contained in the Contractor’s BOA.
- 1.7 “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, MONTENEGRO, THE NETHERLANDS, NORTH MACEDONIA, NORWAY, POLAND, PORTUGAL, ROMANIA, SLOVAKIA, SLOVENIA, SPAIN, TURKEY, UNITED KINGDOM, UNITED STATES OF AMERICA.
- 1.8 “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 PARTICIPATING COUNTRIES

- 3.1 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 4 SCOPE OF WORK

- 4.1 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.
- 4.2 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 5 SUB-CONTRACTORS

- 5.1 The Contractor shall place and be responsible for the administration and performance of all sub-contracts including terms and conditions which he deems necessary to meet the requirements of this Contract in full.
- 5.2 The Contractor shall not place sub-contracts outside the 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 6 FIRM FIXED PRICE

- 6.1 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.
- 6.2 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.
- 6.3 The Total Contract price is inclusive of all expenses related to the performance of the present contract.
- 6.4 The Total Contract price in this Contract is Delivered Duty Paid (INCOTERMS 2000).

ARTICLE 7 COMPREHENSION OF CONTRACT AND SPECIFICATIONS

- 7.1 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.
- 7.2 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.

- 7.3 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.
- a. Based upon impossibility of performance, defective, inaccurate, impracticable, insufficient or invalid specifications, implied warranties of suitability of such specifications, or
 - b. Otherwise derived from the aforesaid specifications, and hereby waives any claims or demands so based or derived as might otherwise arise.
- 7.4 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 8 SUPPLEMENTAL AGREEMENTS

- 8.1 The Contractor has submitted all relevant draft supplemental agreement(s), documents and permissions prior to Contract award, the execution of which by the Purchaser is/are required by national law or regulation. If any supplemental agreements, documents and permissions are introduced after Contract award, and it is determined that the Contractor failed to disclose the requirement for the execution of such agreement from the Purchaser prior to Contract signature, the Purchaser may terminate this Contract for Default, in accordance with the Clause "Termination for Default" of NCIA Basic Ordering Agreement, General Provisions.
- 8.2 Supplemental agreement(s), documents and permissions, the execution of which by the Purchaser is/are required by national law or regulation and that have been identified by the Contractor prior to the signature of this Contract, but have not yet been finalized and issued by the appropriate governmental authority, are subject to review by the Purchaser. If such supplemental agreement(s), documents and permissions are contrary to cardinal conditions of the signed Contract between the Parties, and the Purchaser and the appropriate governmental authority cannot reach a mutual satisfactory resolution of the contradictions, the Purchaser reserves the right to terminate this Contract and the Parties agree that in such case the Parties mutually release each other from claim for damages and costs of any kind, and any payments received by the Contractor from the Purchaser will be refunded to the Purchaser by the Contractor.

ARTICLE 9 PLACE AND TERMS OF DELIVERY

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

ARTICLE 10 TITLE AND RISK OF LOSS

- 10.1 Title and Risk of Loss to all delivered equipment, software and documentation shall transfer to and vest with the Purchaser upon acceptance of each delivered equipment, software and documentation as defined in Part IV - Statement of Work.
- 10.2 Notwithstanding Article 9.1 above, the risk of loss or damage to supplies which fail to conform to the requirements of the Contract shall remain with the Contractor until cure or acceptance, at which time Article 9.1 above shall apply.
- 10.3 Notwithstanding Article 9.1 above, the Contractor shall not be liable for the loss of or damage to supplies caused by the negligence of officers, agents or employees of the Purchaser acting within the scope of their employment under the terms and conditions of this Contract.

ARTICLE 11 CHANGES

- 11.1 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.
- 11.2 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 12 CONTRACT ADMINISTRATION

- 12.1 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.
- 12.2 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 General Manager, NCI Agency, and/or the NCI Agency Contracting Authority.
- 12.3 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.

- 12.4 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.
- 12.5 All notices and communications shall be effective on receipt.
- 12.6 Official Points of Contact:

Purchaser	Contractor
NCI Agency	
For contractual matters:	
Attn: Mrs. Ijeoma Ike-Meertens Senior Contracting Officer Tel: +31 70 374 3174 E-mail: ijeoma.ike-meertens@ncia.nato.int	Attn: Tel: E-mail:
For technical/project management matters:	
Attn: Tel: E-mail:	Attn: Tel: E-mail:

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

ARTICLE 13 RELEASE OF INFORMATION

- 13.1 Except as otherwise specified elsewhere in the Contract, and to the extent that it is demonstratively unavoidable and without prejudice to the "Security" Clause of the BOA General Provisions, the Contractor or his employees shall not, without prior authorisation from the Purchaser, release any information pertaining to this Contract, its subject matter, its related performance or any other aspect thereof.

ARTICLE 14 INTELLECTUAL PROPERTY

- 14.1 This Clause supplements Clause 31 (Rights in Technical Data) of the BOA General Provisions.
- 14.2 The Purchaser is granted global deployment rights for any products or services procured under this contract. Any of the licenses or services may be used anywhere within NATO and NATO Member countries.

ARTICLE 15 LIQUIDATED DAMAGES

- 15.1 If the Contractor fails to meet the delivery schedule of the items required under this contract at the times specified in the Delivery Schedule of this Contract, or any agreed extension thereto, 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 fixed and agreed liquidated damages of 0.1% (one tenth of one percent) of the associated Delivery Order / CLIN value as set forth in the Schedule of Supplies and Services herein, for each day of delinquency in achieving the milestone. These liquidated damages will begin to accrue on the first day after the date on which delivery was required and/or the milestone was to have been reached.
- 15.2 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.
- 15.3 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 the Disputes and Arbitration Clause, 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.
- 15.4 Liquidated damages shall be payable to the Purchaser from the first day of delinquency in delivery and shall accrue at the rate specified in paragraphs above to a maximum of Fifteen Percent (15%) of the applicable payment for the line item in the Schedule of Supplies. Cumulative assessed Liquidated Damages will not exceed a total of Ten Percent (15%) of the total value of the Contract.
- 15.5 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 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 16 WARRANTY

- 16.1 The provisions of this Clause replace Clause 7 (Warranty) of the Basic Ordering Agreement Special Provisions.
- 16.2 The Contractor shall warrant, for a period of a minimum one (1) year following the date of the Acceptance by the Purchaser, in writing, that Supplies under normal use will be free from defects in materials and workmanship and the

system under normal use will perform without significant errors that will make it unusable.

- 16.3 The preservation, packaging, packing and marking and the preparation for, and method of, shipment of equipment will conform with the requirements of this Contract.
- 16.4 In the event of the Contractor's failure to fulfil this obligation after due notice and within a reasonable time, the Purchaser will have the right at his discretion:
- a. To remedy, by procuring the defective equipment via issuance of a separate contract / order to a supplier of his choice. In this instance the price of the relevant Delivery Order will be equitably and univocally reduced to reflect the value of the defective equipment or in the event that payment has been liquidated, to request reimbursement from the contractor or to resort to alternative measures of its choice.
 - b. To terminate for default that portion of the Contract relating to the defective work in accordance with the Basic Ordering Agreement (BOA) Termination for Default Clause
- 16.5 This right may be exercised although other contractual obligations remain in force.
- 16.6 The Purchaser will inform the Contractor in writing of any defect discovered as soon as practicable and in accordance with established procedures.
- 16.7 The Contractor shall promptly comply with any timely written direction from the Purchaser to correct or partially correct the defect at no increase in the Contract price.
- 16.8 The warranty period shall be deemed to have been completed if notification of a defect that is alleged to have occurred within the warranty period is not provided by the Purchaser within thirty days after the date on which the warranty would normally have expired.
- 16.9 Upon notification, the Contractor shall be responsible to retrieve the equipment at the site at its own expenses and provide for adequate replacement.

ARTICLE 17 INVOICES AND PAYMENT

- 17.1 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.
- 17.2 The term of the Contract may not be exceeded without prior approval of the Purchaser. In no case will the Purchaser make payment above the total of the corresponding CLINs.
- 17.3 No payment shall be made with respect to undelivered supplies; works not performed, services not rendered and/or incorrectly submitted invoices.
- 17.4 No payment shall be made for additional items delivered that are not specified in the contractual document.

- 17.5 The Contractor shall be entitled to submit invoices as follows:
- 100% of CLIN 1 through 3 after delivery and successful Purchaser's inspection and acceptance on the basis of proper inventory and delivery documentation to be provided by the Contractor.
- 17.6 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.
- 17.7 The Purchaser is released from paying any interest resulting from any reason whatsoever.
- 17.8 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.
- 17.9 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.
- 17.10 Invoices referencing "**CO-115228-FGFS / PO TBD**" shall be submitted in electronic format to:
accountspayable@ncia.nato.int
An Electronic copy shall be sent to the Contracting Officer, at the email address specified in the clause "Contract Administration".
- 17.11 NCI Agency will make payment within 45 days of receipt by NCI Agency of a properly prepared and documented invoice.

NATO UNCLASSIFIED

GENERIC BASIC ORDERING AGREEMENT

NCIA/BOA Between

NATO COMMUNICATIONS AND INFORMATION

ORGANISATION

Represented by

THE GENERAL MANAGER, NATO C&I AGENCY

And

| COMPANY |

For

| PRODUCTS & SERVICES |

NATO UNCLASSIFIED

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EXHIBIT C - PRODUCTS AND SERVICES	3

BASIC ORDERING AGREEMENT WITH NCIA

COMPANY NAME ("Company") and NATO COMMUNICATIONS AND INFORMATION AGENCY represented by the General Manager NATO C&I Agency ("NCIA") agree that the Terms and Conditions contained in this Agreement ("Agreement"), shall govern the sale or licensing of Products and Engineering Services (as later defined) ordered under this Agreement.

"Company" has entered into this Agreement for and on behalf of itself. The geographic scope of this Agreement shall extend to member countries of the North Atlantic Treaty: Albania, Belgium, Bulgaria, Canada, Croatia, Czech Republic, Denmark, Estonia, France, Germany, Greece, Hungary, Iceland, Italy, Latvia, Lithuania, Luxembourg, The Netherlands, Norway, Poland, Portugal, Romania, Slovakia, Slovenia, Spain, Turkey, United Kingdom, United States of America.

This Agreement establishes the Terms and Conditions under which Products and Engineering Services may be sold or licensed to Eligible Purchasers (as later defined), but does not obligate "Company" to sell or license or Eligible Purchasers to buy or license any Product or Engineering Service. The following Sections and Exhibits contained in the Agreement form an integral part thereof.

Part I	-- Special Provisions
Part II	-- General Provisions
Appendix 1 to Part II	-- Purchaser's Pricing Principles
Exhibit A	-- Ordering Information
Exhibit B	-- Authorisation to use BOA by NATO Contractors
Exhibit C	-- Products and Services

"Company" and NCIA have read this Agreement, understand it, and agree to be bound by its Terms and Conditions. NCIA and "Company" further agree that this Agreement constitutes the entire agreement between the Parties with respect to its subject matter and supersedes all prior proposals, negotiations, and communications, oral and written between the Parties or their representatives. Deviations from this Agreement shall be binding only when mutually agreed in writing by the Authorised Representatives of NCIA and "Company".

Orders placed referencing this Agreement are subject exclusively to its terms which may only be amended or supplemented by written agreement of "Company" and Eligible Purchasers.

NATO C&I AGENCY
Boulevard Leopold III
B-1110 Brussels
Belgium

COMPANY
ADDRESS
ADDRESS

Title: Principal Contracting Officer
Date:

Title: _____
Date:

EFFECTIVE DATE: _____

PART I - SPECIAL PROVISIONS

1. TERM

- 1.1 This Agreement is effective for an Initial Term of one (1) year from the Effective Date which is given on page 1. Thereafter, it will continue unless and until one Party gives to the other a written thirty (30) day notice of its intention to terminate.
- 1.2 Any expiration or termination of this Agreement will not alter the rights, duties and obligations of "Company" or Purchaser, or any discounts granted, for any Orders accepted by "Company" under this Agreement prior to the date of expiration or termination of the Agreement.

2. DEFINITIONS

- 2.1 "Authorised Representative of "Company"" means | please specify position. |
- 2.2 "Authorised Representative of NATO, NATO Body or NATO Member Nation" means the General Manager, Deputy General Manager or Chief of Contracts of NCIA and any designated representative of an Eligible Purchaser.
- 2.3 "Authorised Representative of NCIA" means the General Manager, Deputy General Manager or Chief of Contracts.
- 2.4 "Contractor" means any entity working on a project for any Eligible Purchaser.
- 2.5 "Effective Date" is the date specified on the signature page when the Initial Term of this Agreement begins.
- 2.6 "Eligible Purchaser" or "Purchaser" means the entity identified in 3.0 below which may benefit of the Terms and Conditions of this agreement, if they express so in any subsequent agreement between them and "Company".
- 2.7 "Engineering Services" means professional services which members of the engineering/computer science profession may logically perform including studies, investigations, test, evaluations, consultations, comprehensive planning, program management, conceptual designs, plans and specifications and preparation of operating and maintenance manuals.
- 2.8 "Governmental Agency" means any governmental agency, including military forces, of a NATO Member Nation.
- 2.9 "Member Nation" means any of the 28 Member Nations of NATO.
- 2.10 "NATO" means the North Atlantic Treaty Organisation.

- 2.11 "NATO Body" means any entity created by the North Atlantic Council (or Defence Planning Committee) and to which either the Agreement on the Status of the North Atlantic Treaty Organisation, National Representatives and International Staff (20 September 1951) or the Protocol on the Status of International Military Headquarters set up pursuant to the North Atlantic Treaty (28th August 1952) applies.
- 2.12 "Order" means any instrument/document, e.g. Purchase Order or Task Order, used for the procuring of Products and/or Engineering Services under this Agreement.
- 2.12.1 "Purchase Order" means any agreement concluded between the Purchaser and "Company".
- 2.12.2 "Task Order" means any instrument, in the form of a statement of work to be performed by "Company", as concluded between the Purchaser and "Company".
- 2.13 "Parties" means NCIA and "Company".
- 2.14 "Partnership for Peace (PfP) Countries" means those countries who are signatories to the Partnership for Peace Agreement dated 10 January 1994.
- 2.15 "Products" means Equipment, Software and related Goods and Services, including but not limiting to Training and Documentation.
- 2.15.1 "Equipment" shall mean the hardware components of Products.
- 2.15.2 "Software" shall mean each software program provided by "Company" in machine readable, object, printed or interpreted form.
- 2.16 "Standard Terms and Conditions" are the Terms and Conditions contained in this Agreement.
- 2.17 "Sub-contract" means any Agreement, Contract or Order made by "Company" with any other party in order to fulfil any part of an Order.
- 2.18 "Sub-contractor" means any party directly or indirectly under a "sub-contract".

3. ELIGIBLE PURCHASERS

- 3.1 The following entities are eligible to reference and use the terms and conditions of this Agreement, subject to the provisions specified in paragraph 4 below:
- 3.1.1 NCIA
- 3.1.2 NATO Bodies
- 3.1.3 Governmental Agencies of NATO Member Nations as per 2.8 above
- 3.1.4 Contractors performing work on behalf of the categories mentioned in 3.1.1, 3.1.2 and 3.1.3 above.

- 3.2 Partnership for Peace Countries may be eligible to the Terms and Conditions of this Agreement, subject to a case-by-case agreement between NCIA and "Company".

4. ORDERING PROCEDURE

- 4.1 All Orders under this Agreement shall contain, as a minimum, the information detailed in Exhibit A, and shall be subject to acceptance by "Company".
- 4.1.1 Orders may be placed with "Company" for the Products and/or Engineering Services identified on Exhibit C. Orders may be placed hereunder for Products and/or Engineering Services not included herein, subject to determination of availability and price by "Company".
- 4.1.2 "Company" accepts that NCIA shall not be liable in any form for any Order issued and concluded between a Purchaser, other than by NCIA itself, and "Company".
- 4.2 In the case of the Purchaser being a Governmental Agency or a Contractor performing work on behalf of NATO, NATO Bodies or NATO Member Nations, "Company" may request the Authorised Representative of NATO, NATO Bodies or NATO Member Nations, to verify that the Purchaser is eligible to use the Agreement.
- 4.3 Assignment: Authorised Representatives of NATO, NATO Bodies or NATO Member Nations may assign Orders at their discretion provided there is no further change to the terms of the Order, especially as regards payment. "Company" reserves the right to approve any assignment.
- 4.4 In the case of the Purchaser being a Contractor, "Company" may request the Authorised Representative of NCIA or Eligible Purchaser to verify that the Contractor is in fact performing work on a project or for an Eligible Purchaser of a NATO Member Nation and that the Products and/or Engineering Services are required for such purpose and the Authorised Representative of Eligible Purchaser shall provide such verification in the form of Exhibit B.

5. DELIVERY

- 5.1 "Company" is authorised to accelerate the Requested Products Delivery Schedule or to complete the Performance of each Order issued hereunder prior to the time set forth therein, provided, however that nothing contained herein, or in any said Order obligates the Purchaser to perform any of its obligations at an earlier date than would otherwise be the case.

6. PRICES

- 6.1 All Products prices shall be quoted as firm prices and all Engineering Services' prices shall be quoted as firm rates per particular time units by labour category in accordance with Exhibit C pricing practices as disclosed and agreed to by NCIA or any other Eligible Purchaser.
- 6.2 All Product prices are quoted CIF Destination and all Product shipments and deliveries shall be effected on this basis, notwithstanding any other provision of this Agreement or order placed hereunder.

7. WARRANTY

- 7.1 Hardware Warranty. Unless otherwise agreed between the Purchaser and "Company", or as otherwise specified, "Company" warrants its Equipment against defects in workmanship of materials for one (1) year from the date of either shipment or "Company"-performed installation. The Purchaser should return the Equipment in "Company" packaging and bear the cost of outbound carriage. "Company" will carry out and repair and bear the cost of return carriage to the Purchaser. The repaired unit will be shipped within a maximum of | *specify period* | working days from the receipt at the repair facility, or as otherwise specified and agreed in the Order.
- 7.2 Software Warranty. "Company" warrants that the licensed Software shall substantially conform to its user's manual, as it exists at the date of delivery, for ninety (90) days from the date of shipment.

8. PAYMENTS

- 8.1 Valid invoices (properly supported and certified) may be submitted to the Purchaser upon acceptance and payment will be made within 45 days from receipt of such invoices, unless otherwise agreed between "Company" and the Purchaser. The payment terms for Engineering Services shall be specified on each Task Order.
- 8.2 Payment of invoices shall be made to the address shown below:

COMPANY

Attn.:

For Electronic Funds Transfer:

Account Name:

Bank Name

Account Number:

ABA/SWIFT Number/Sort Code: |

9. SUPPLEMENTAL AGREEMENTS

- 9.1 The Contractor has submitted all relevant draft supplemental agreement(s), documents and permissions prior to contract award, the execution of which by the Purchaser is/are required by national law or regulation. If any supplemental agreements, documents and permissions are introduced after contract award, and it is determined that the Contractor failed to disclose the requirement for the execution of such agreement from the Purchaser prior to contract signature, the Purchaser may terminate this contract for Default, in accordance with Clause 19 of NCIA Basic Ordering Agreement, General Provisions.
- 9.2 Supplemental agreement(s), documents and permissions, the execution of which by the Purchaser is/are required by national law or regulation and that have been identified by the Contractor prior to the signature of this contract, but have not yet been finalised and issued by the appropriate governmental authority, are subject to review by the Purchaser. If such supplemental agreement(s), documents and permissions are contrary to cardinal conditions of the signed contract between the Parties, and the Purchaser and the appropriate governmental authority can not reach a mutual satisfactory resolution of the contradictions, the Purchaser reserves the right to terminate this contract and the Parties agree that in such case the Parties mutually release each other from claim for damages and costs of any kind, and any payments received by the Contractor from the Purchaser will be refunded to the Purchaser by the Contractor.

10. MISCELLANEOUS

- 10.1 Failure by either Party to enforce any provision shall not be deemed a waiver of future enforcement of that or any other provision. In the event that any portion or provision of this Agreement shall be held unenforceable or one is declared void, the remaining portions and/or provisions of this Agreement shall remain in full force and effect.
- 10.2 "Company" may re-assign any Order under this Agreement to a third party after prior written approval by Purchaser, which will not be unreasonably withheld. "Company" or his legal successor shall always be responsible for his obligations under this Agreement and for actions of his assigned representatives.
- 10.3 "Company" may sub-contract its responsibilities in relation to this Agreement with the understanding that "Company" shall remain responsible for all obligations under this Agreement.
- 10.4 Purchaser shall have the right to take possession of and to use any partial delivery of an Order for Products and such possession or use shall not of itself constitute acceptance of the Products.
- 10.5 All formal communications as required and specified in the clauses of Part II of this Agreement shall be given by receipted personal delivery or by recorded delivery or registered post, with postage prepaid. The addresses

and nominated personnel of the Parties (until change of notice shall be given) shall be as follows:

Company:

Name:

Title:

Department:

Address:

Tel:

Fax:

e-mail: |

NCIA: Mr. Alain Courtois
Chief of Contracts- Principal Contracting Officer,
NATO C&I Agency
Boulevard Leopold III
B-1110 Brussels
Belgium
Tel: +32 2 707 8233
E-Mail: Alain.Courtois@ncia.nato.int

PART II - GENERAL PROVISIONS

1. NOTICE OF SHIPMENT

- 1.1 "Company" shall, as appropriate and prior to the delivery of any shipment, give notice of shipment to the Purchaser and to such other persons as may reasonably be designated by the Purchaser. Unless otherwise specified by the Purchaser, delivery will be made to the address specified in the country of purchase on Purchaser's Order. The scheduled delivery date shall be that date acknowledged by "Company". "Company" shall consider any date requested by the Purchaser.
- 1.2 The Notice of Shipment shall contain, as appropriate, the request for Customs Form 302, or equivalent document, which shall enable any carrier to effect duty free import/export clearance through customs for the Purchaser on behalf of NATO. The Form 302 is an official Customs Clearance Declaration issued in advance of shipment to provide certified information as to the import/export, or transit of NATO Member Nations.
- 1.3 The Notice of Shipment and request for Form 302 shall contain the following information, as appropriate:
- 1.3.1 Purchaser's Order Number;
 - 1.3.2 Order Item Number, Designation and Quantities;
 - 1.3.3 Destination;
 - 1.3.4 Number and Description of Packages (gross and net weight);
 - 1.3.5 Consignor's Name and Address;
 - 1.3.6 Consignee's Name and Address;
 - 1.3.7 Method of Shipment (i.e. road, rail, sea, air, etc.);
 - 1.3.8 Name and Address of Freight Forwarder.
- 1.4 Forwarding Agents, Carriers or other responsible organisations shall be informed by "Company" of the availability of FORM 302 and how the form should be utilised to avoid the payment of custom duties.

2. CONTRACTOR PERSONNEL WORKING AT PURCHASER'S FACILITIES

- 2.1 The term "Purchaser Facilities" as used in this clause shall be deemed to include sites, property, utilities, ships or vessels owned or controlled by NATO, NATO Bodies or NATO Member Nations or NATO Contractor and the term "Facility Representative" shall be deemed to refer to the authority designated by the Representative responsible for such site, property, utility, ship or vessel.

- 2.2 The Facility Representative shall provide such available administrative and technical facilities for "Company"'s personnel working at the Purchaser's Facilities for the purpose of the Agreement as in the opinion of the Facility Representative may be necessary for the effective and economical discharge of work under this Agreement. These facilities may be provided at no cost at the discretion of the Facility Representative. "Company" shall be responsible for ascertaining what necessary facilities may be provided and whether they will be provided free of charge, or determining what charges are payable.
- 2.3 "Company" shall, except as otherwise provided for in the Agreement, make good or, at the option of the Purchaser, pay compensation for all damage occurring to any Purchaser's Facilities occasioned by "Company" or by his servants, agents or subcontractors, arising from his or their presence on Purchaser Facilities in connection with the Agreement; provided that this Condition shall not apply to the extent that "Company" is able to show that any such damage was not caused by "Company"'s neglect or default, or the neglect or default of "Company"'s servants, agents or subcontractors.
- 2.4 All property of "Company" while at a Purchaser Facility shall be at risk of "Company" and the Purchaser shall accept no liability for any loss or damage, except to the extent that any loss or damage is the result of a wilful act or gross negligence on the part of the Purchaser's employees or agents.

3. PURCHASER FURNISHED PROPERTY

- 3.1 The term "Purchaser Furnished Property" as used in this clause refers to items of equipment, material or property furnished by the Purchaser to "Company" which shall be subject to overhaul, repair, modification, test, embodiment or other work as specified in any Order under this Agreement to be performed by "Company".
- 3.2 The Purchaser shall deliver to "Company", for use only in connection with any Order under this Agreement, the property described in the schedule or specifications (hereinafter referred to as "Purchaser Furnished Property"), at the times and locations stated therein. In the event that Purchaser Furnished Property is not delivered by such time or times stated in the Schedule, or if not so stated, in sufficient time to enable "Company" to meet such delivery or performance dates the Purchaser shall, upon timely written request made by "Company", and if the facts warrant such action, equitably adjust any affected provision of the Order pursuant to the procedures of the "Changes" clause hereof.
- 3.3 In the event that Purchaser Furnished Property is received by "Company" in a condition not suitable for its intended use, "Company" shall immediately notify the Purchaser. The Purchaser shall within a reasonable time of receipt of such notice replace, re-issue, authorise repair or otherwise issue instructions for the disposal of Purchaser Furnished Property agreed to be unsuitable. The Purchaser shall, upon timely written request by "Company", equitably adjust any affected provision of the Order pursuant to the procedures of the "Changes" clause hereof.

- 3.4 Title to Purchaser Furnished Property shall remain in the Purchaser. "Company" shall maintain adequate property control records of Purchaser Furnished Property in accordance with sound industrial practice.
- 3.5 Unless otherwise provided in the Order, "Company", upon delivery to him of any Purchaser Furnished Property, assumes the risk of, and shall be responsible for, any loss thereof or damage thereof except for reasonable wear and tear, and except to the extent that such property is consumed in the performance of the Order.
- 3.6 Upon completion of the Order, or at such earlier dates as may be specified by the Purchaser, "Company" shall submit, in a form acceptable to the Purchaser, inventory schedules covering all items of Purchaser Furnished Property not consumed in the performance of the Order or not theretofore returned to the Purchaser. "Company" shall prepare for shipment, deliver FOB origin, or otherwise dispose of Purchaser Furnished Property as may be directed or authorised by the Purchaser. The net proceeds of any such disposal shall be credited to the contract price or paid in such other manner as the Purchaser may direct.
- 3.7 "Company" shall not modify any Purchaser Furnished Property unless specifically authorised by the Purchaser or directed by the terms of the Order.

4. INDEMNIFICATION

- 4.1 "Company" shall indemnify and hold the Purchaser harmless against claims for injury to "Company" employees, agents, or subcontractors, or damages to property of "Company" or others arising from "Company"'s possession or use of Purchaser Furnished Property or Facilities in the performance of work as specified in an Order; except to the extent that "Company" is able to show any such injury or damage was caused by Purchaser's wilful act or negligence.

5. TITLE AND RISK OF LOSS

- 5.1 Unless the Order specifically provides for earlier passage of title, title to supplies covered by the Order shall pass to the Purchaser upon acceptance as specified in the Order, regardless of when or where the Purchaser takes physical possession.
- 5.2 Unless the Order specifically provides otherwise, risk of loss or damage to supplies covered by this Agreement and any Order shall remain with "Company" until, and shall pass to the Purchaser upon:
- 5.2.1 delivery of supplies as specified in accordance with the Agreement; or
- 5.2.2 acceptance by the Purchaser or receipt of supplies by the Purchaser at the destination specified in the Order, whichever is the later.

5.3 Notwithstanding 5.2 above, the risk of loss or damage to supplies which fail to conform to the requirements of the Order shall remain with "Company" until cure or acceptance, at which time 5.2 above shall apply.

5.4 Notwithstanding 5.2 above "Company" shall not be liable for the loss of or damage to supplies caused by the negligence of officers, agents or employees of the Purchaser acting within the scope of their employment under the terms and conditions of this Agreement.

6. TRANSFER REQUIREMENTS

6.1 "Company" shall not give, bargain, sell, assign, sub-let or otherwise dispose of any order under this Agreement or any part thereof or the benefit or advantage of the Order or any part thereof without the previous consent in writing of the Purchaser.

7. INSPECTION, ACCEPTANCE AND REJECTION

7.1 Unless otherwise specifically provided for in the Order, all equipment, materials and supplies incorporated in the work covered by this Agreement are to be new and of the most suitable grade of their respective kinds for the purpose, notwithstanding the requirements for testing, inspection and performance as required under this Agreement. All workmanship shall be as required under the Order or, if not specified, best commercial (National and International) standard.

7.2 All supplies (which term throughout this clause includes without limitation raw materials, components, intermediate assemblies, end products, data including software and firmware) and services may be subject to inspection and test by the Purchaser, or his authorised representative to the extent practicable at all times and places prior to acceptance, including the period of manufacture, or after delivery, or as otherwise specified in the Order. For the purposes of inspection and testing the Purchaser may delegate as his representative the authorised National Quality Assurance Representative (NQAR) in accordance with STANAG 4107.

7.3 No representative or NQAR appointed by the Purchaser for the purpose of determining the Contractor's compliance with the technical requirements of the Order shall have the authority to change any of the specifications. Such changes may only be made by the Contracting Authority in writing in accordance with the clause of this Agreement entitled "Changes".

7.4 The presence or absence of an NQAR or other Purchaser representative shall not relieve "Company" from any of the requirements of this Agreement.

7.5 In the event that any supplies, or lots thereof, or services are defective in design, material, workmanship or manufacturing quality, or as a result of undue wear and tear or otherwise not in conformity with the requirements of the order, including any characteristic or condition which is or becomes at variance to the performance specifications and to the intended function of the supplies, the Purchaser shall have the right either to reject them (with or without instructions as to their disposition) or to require their correction or

replacement. Supplies, or lots thereof or services which have been rejected or required to be corrected or replaced shall, at the expense of "Company", be removed, or, if permitted or required by the Contracting Authority, corrected in place by "Company" promptly after notice, and shall not thereafter be tendered for acceptance by "Company" unless the former rejection or requirement of correction or replacement is disclosed. If "Company" fails promptly to remove, replace or correct such supplies or lots thereof, or services, the Purchaser either:

- 7.5.1 may by Order or otherwise return, replace or correct such supplies or services and charge "Company" the cost incurred by the Purchaser, or
- 7.5.2 may terminate this Agreement for default as provided in the clause of this Agreement entitled "Termination for Default".
- 7.6 Unless "Company" corrects or replaces such supplies or services within the delivery schedule, the Purchaser may require the delivery of such supplies or services at a reduction in price which is equitable under the circumstances. Failure to agree to such reduction of price shall be a dispute within the meaning of the clause of this Agreement entitled "Disputes".
- 7.7 If any inspection or test is made by the Purchaser's representatives on the premises of "Company" or sub-contractor, "Company", without additional charge, shall provide all reasonable facilities and assistance for the safety and convenience of the Purchaser's representatives in the performance of their duties. The NQAR or other Purchaser representatives shall have the right of access to any area of "Company"'s or his sub-contractor's premises where any part of the contractual work is being performed. If Purchaser inspection or test is made at a point other than the premises of "Company" or sub-contractor, it shall be at the expense of the Purchaser except as otherwise provided in this Agreement; provided that in case of rejection the Purchaser shall not be liable for any reduction in value of samples used in connection with such inspection or test. All inspections and tests by the Purchaser shall be performed in such a manner as not to unduly delay the work. The Purchaser reserves the right to charge to "Company" any additional cost of Purchaser inspection and test when supplies or services are not ready at the time such inspection and test is requested by "Company" or when re-inspection or retest is necessitated by prior rejection. Acceptance or rejection of the supplies or services shall be made as promptly as practicable after delivery, except as otherwise provided in the Order, but failure to inspect and accept or reject supplies or services shall neither relieve "Company" from responsibility for such supplies or services as are not in accordance with the Order requirements nor impose liability on the Purchaser thereof.
- 7.8 The inspection and test by the Purchaser of any supplies or lots thereof, or services does not relieve "Company" from any responsibility regarding defects or other failures to meet the contract requirements which may be discovered prior to acceptance. Except as otherwise provided in the Order, acceptance shall be conclusive except as regards latent defects, fraud, or such gross mistakes as amount to fraud.

- 7.9 Acceptance of supplies or services shall take place when the Purchaser confirms acceptance of the supplies or services in accordance with the procedure specified in the Order, or if none is so specified then the Purchaser shall be deemed to have accepted the supplies or services without prejudice to any other remedies, when and as soon as any of the following events have occurred:
- 7.9.1 The Purchaser has taken the supplies or services into use;
- 7.9.2 The Purchaser has not exercised its right of rejection of the supplies or services within any period specified for that purpose in the Order;
- 7.9.3 There being no period of exercising the right of rejection specified in the Order, a reasonable time, all the circumstances having been taken into account, has elapsed since delivery of the supplies or services was effected in accordance with the Order.
- 7.10 Unless otherwise specified in this Agreement, "Company" shall have or establish, implement and maintain an effective and economical quality control system, planned and developed in conjunction with other contractor functions necessary to satisfy the contract requirement. The system shall be acceptable to the Purchaser and its authorised representatives. The system shall provide for the early and prompt detection of deficiencies, trends and conditions which could result in unsatisfactory quality, and for timely and effective corrective action. Objective evidence that the system is effective shall be readily available to the Purchaser and its authorised representatives. Records of all inspection and testing work by "Company" shall be kept complete and available to the Purchaser's representatives during the performance of any Order under this Agreement and for such longer periods as may be specified elsewhere in the Order.
- 7.11 Product acceptance shall be accomplished by using test procedures and/or programs established by "Company" which are applicable to the Products, unless otherwise agreed in writing by the Purchaser and "Company". Such acceptance shall be at the time of completion of final tests at "Company"'s facilities, except as otherwise specified below. If Purchaser has conveyed in writing its intention to witness final tests in the Order, "Company" will give Purchaser prior notice of the date of such tests. Purchaser shall be responsible for any charges that may be associated with witnessing said tests. If installation by "Company" is included in the purchase price, acceptance will be at any installation site specified by the Purchaser, when "Company" demonstrates that the applicable diagnostic and/or verification programs work properly. If "Company"'s demonstration of the programs at the installation site is delayed for more than fifteen (15) calendar days, except due to the fault of "Company", the Products will be deemed accepted.

8. PREFERRED CUSTOMER

- 8.1 "Company" warrants that the prices set forth in this Agreement, and appendices thereto, are as favourable as those extended to any Government, Agency, Company, Organisation or individual purchasing or handling like quantities of equipment and/or parts covered by the Agreement under similar conditions. In the event that prior to complete delivery under this Agreement "Company" offers any of such items in substantially similar quantities under similar conditions to any customer at prices lower than those set forth herein, "Company" shall so notify the Purchaser and the prices of such items shall be correspondingly reduced by a supplement to this Agreement. Price in this sense means "Base Price" prior to applying any bonus, export tax reduction, turn-over tax exemptions and other reductions based on National Policies.

9. PRICE FIXING

- 9.1 Offers for sole source procurement, changes, modifications, and claims in excess of \$500,000 shall be priced in accordance with this provision and the Purchaser's Pricing Principles as set out in Appendix 1 to this provision, or the National Government Pricing Rules and Regulations for "Company"'s own country where in force.
- 9.2 This provision shall also apply to follow-on contracts of any nature including maintenance and supply of spare parts which exceed \$500,000. Should such contracts be placed by NATO, NATO Bodies or Governmental Agencies of NATO Member Nations, such organisations shall be entitled to all rights, powers and privileges that the Purchaser has under this Agreement.
- 9.3 To the extent the product proposed is a Commercial Off The Shelf (COTS) or COTS derivative item which has been sold to the general public or which is being developed for sale to the general public, including services normally provided for maintenance and installation, and consistent with, for example, the Rules of the Federal Acquisition Regulation (FAR), said items will be defined as "COMMERCIAL" and shall not be subject to paragraphs 9.4 or 9.5.
- 9.3.1 For the purposes of verifying that cost or pricing data submitted in conjunction with paragraphs 9.1 and 9.2 above are accurate, complete and current, the Purchaser shall, until the expiration of three (3) years from the date of final payment of all sums due under the Agreement, have the right of access to "Company"'s facilities to examine those books, records, documents and other supporting data which will permit adequate evaluation and verification of the cost or pricing data submitted along with the computations and projections used therein which were available to "Company" as of the date of "Company"'s price proposal.
- 9.4 "Company", when the price exceeds \$500,000, and subject to paragraph 9.3 above, shall require its Subcontractors to provide to the Purchaser, either directly or indirectly:
- 9.4.1 cost or pricing data or substantiation of commercial product status;

- 9.4.2 access to Subcontractor's facilities and records by the National Audit Agency for the purpose of verification of such cost or pricing data; and
- 9.4.3 a Certificate of Current Cost or Pricing Data when required.
- 9.5 Price Reduction for Defective Cost or Pricing Data.
 - 9.5.1 If any price, including profit or fee, negotiated in connection with this Agreement or any cost reimbursable under this Agreement was increased by any significant sums because:
 - 9.5.1.1 "Company" furnished cost or pricing data which was not complete, accurate and current as certified in "Company"'s Certificate of Current Cost or Pricing Data provided in accordance with paragraph 9.6 below.
 - 9.5.1.2 A Subcontractor, pursuant to paragraph 9.4 above or any subcontract clause therein required, furnished cost or pricing data which was not complete, accurate and current as certified in the Subcontractor's Certificate of Current Cost or Pricing Data.
 - 9.5.1.3 A Subcontractor or prospective Subcontractor furnished cost or pricing data which was required to be complete, accurate and current and to be submitted to support a Subcontract cost estimate furnished by "Company" but which was not complete, accurate and current as of the date certified in "Company"'s Certificate of Current Cost or Pricing Data; or
 - 9.5.1.4 "Company" or a Sub-contractor or prospective Subcontractor furnished any data, not within paragraphs 9.5.1.1, 9.5.1.2 or 9.5.1.3 above, which was not accurate as submitted
 - 9.5.2 Then the price or cost shall be reduced accordingly and the Order shall be modified in writing as may be necessary to reflect such reductions.
- 9.6 Certificate of Current Cost or Pricing Data.
 - 9.6.1 At the time of negotiating any price, including profit or fee, "Company" shall be required to submit a Certificate of Current Cost or Pricing Data as required by paragraph 9.4.3.
 - 9.6.2 Such Certificate will certify that, to the best of "Company"'s knowledge and belief, cost or pricing data submitted to the Purchaser in support of any proposal for a price, price adjustment or claim, are accurate, complete and current, as per the completion of the negotiations or, in the case of a claim, as per the submission date of the claim.
 - 9.6.3 All such certificates shall be in the format shown below and shall be dated and signed by a responsible officer of the company.

CERTIFICATE OF CURRENT COST OR PRICING DATA

This is to certify that, to the best of my knowledge and belief, cost or pricing data as submitted, either actually or by specific identification in writing to the Purchaser or his representative in support of _____ are accurate, complete and current as of _____.
day month year

Firm _____
Name _____

Title _____

Date of Execution

9.7 "Company" shall insert the substance of this Clause in each Subcontract where applicable.

10. TAXES AND DUTIES

10.1 NATO, NATO Bodies and certain other Eligible Purchasers are exempt from all taxes and all customs duties on Products and Services imported or exported hereunder. "Company" therefore, certifies that the prices stipulated under this Agreement do not include amounts to cover such taxes or customs duties. "Company" shall be responsible for determining whether such exemptions apply for other Eligible Purchasers, as defined under paragraphs 3.1.3, 3.1.4 and 3.2 of Part I, Special Provisions above.

10.2 In cases where taxes and duties are levied, "Company" should seek reimbursement directly from the authorities concerned in compliance with the applicable procedures. The Purchaser shall provide reasonable assistance in claiming reimbursement.

10.3 In the event that reimbursement is not made by the authorities concerned, and providing that "Company" has complied with applicable procedures, Purchaser shall reimburse the full amount of the payments upon receipt of "Company"'s invoice indicating such tax or duty as a separate item or cost and fully identified by reference to any governmental law, regulation and/or instruction pursuant to which such tax or duty is enforced.

10.4 Following payment by the Purchaser of the taxes and/or duties pursuant to paragraph 10.3 above, should "Company" receive a rebate of any amount paid by Purchaser, "Company" shall immediately notify Purchaser, and the amount of such rebate shall be credited or reimbursed to the Purchaser, as directed. "Company" shall be responsible for taking any and all action that could reasonably be required in order to obtain such rebate.

11. INVOICES

- 11.1 Invoices shall be prepared and submitted by "Company" in a manner as agreed with Purchaser and shall contain: BOA number, Order number (if any), description of Products, sizes, quantities, unit prices, and extended totals (exclusive of taxes and duties for which relief is available). Details of Bills of Lading or Freight Warrant numbers and weight of shipment shall be identified on each invoice as appropriate.
- 11.2 In addition, where applicable and on request by Purchaser, documentary evidence of acceptance (as defined in the Agreement) shall be submitted together with each invoice.
- 11.3 All invoices shall be addressed to the designated authority specified by Purchaser.

12. CHANGES

- 12.1 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 Order, in any one or more of the following:
 - 12.1.1 Specifications (including drawings and designs) except to Commercial Products;
 - 12.1.2 Method and manner of performance of the work;
 - 12.1.3 Marking, method of shipment and packing;
 - 12.1.4 Time and place of delivery; and
 - 12.1.5 Purchaser Furnished Property and Facilities (including Equipment, materials, services or sites).
- 12.2 Any other written or oral order (which, as used in this paragraph 12.2, includes direction, instruction, interpretation, or determination) from the Purchaser that causes a change shall be treated as a change order under this clause, provided, that "Company" gives the Purchaser written notice within thirty (30) days after receipt of such change order stating:
 - 12.2.1 the date, circumstances, and source of the order and
 - 12.2.2 that "Company" regards the order as a change order, and that the order is accepted in writing by the Purchaser as a change order. The timely written notice requirement, as detailed above, remains in force in all cases, even where, for example, the Purchaser has positive knowledge of the relevant facts.
- 12.3 Except as provided in this clause, no order, statement, or conduct of the Purchaser shall be treated as a change order under this clause or entitle "Company" to an equitable adjustment.

12.4 If any such change order causes an increase or decrease in "Company"'s cost of, or the time required for the performance of any part of the work under the Order, whether or not changed by any such order, the Purchaser shall make an equitable adjustment and modify the Order in writing accordingly. However, except for a "proposal for adjustment" (hereafter referred to as "proposal") based on defective specifications, no proposal for any change under paragraph 12.2 above shall be allowed for any costs incurred more than thirty (30) days before "Company" gives written notice as required. In the case of defective specifications for which the Purchaser is responsible, the equitable adjustment shall include any increased cost reasonably incurred by "Company" in attempting to comply with the defective specifications. Where the cost of property made obsolete or excess as a result of a change is included in the "Company"'s claim for adjustment, the Purchaser shall have the right to prescribe the manner of disposition of such property. Failure to agree to any adjustment shall be a dispute within the meaning of the clause of this Agreement entitled "Disputes." However, nothing in this clause shall excuse "Company" from proceeding with the Order as changed.

12.5 "Company" must submit any proposal under this clause within thirty (30) days after

12.5.1 receipt of a written change order under paragraph 12.1 above or

12.5.2 the furnishing of a written notice under paragraph 12.2, by submitting to the Purchaser a written statement describing the general nature and amount of the proposal, unless this period is extended by the Purchaser. The statement of proposal for adjustment may be included in the notice under paragraph 12.2 above.

12.6 No proposal by "Company" for an equitable adjustment shall be allowed if asserted after final payment and acceptance under the Order.

13. PURCHASER DELAY OF WORK

13.1 If the performance of all or any part of the work is delayed or interrupted by an act of the Purchaser in the administration of the Order, which act is not expressly or implicitly authorised by the Order, or by his failure to act within the time specified in the Order (or within a reasonable time if not time is specified), an adjustment shall be made for any increase in the cost of performance of the Order caused by such a delay or interruption and the Order modified in writing accordingly. Adjustments shall be made also in the delivery or performance dates and any other contractual provision affected by such delay or interruption. However, no adjustment shall be made under this clause for any delay or interruption:

13.1.1 to the extent that performance would have been delayed or interrupted by any other clause, including the fault or negligence of "Company"; or

13.1.2 for which an adjustment is provided under any other provision of this Agreement.

13.2 No claim under this clause shall be allowed:

- 13.2.1 for any costs incurred more than twenty (20) days before "Company" shall have notified the Purchaser in writing of the act or failure to act involved; and
- 13.2.2 unless the claim, in an amount stated, is asserted in writing as soon as practicable after the termination of such delay or interruption, but not later than the date of final payment under the Order.

14. STOP WORK ORDER

- 14.1 The Purchaser may, at any time, by written order to "Company", require "Company" to stop all, or any part, of the work called for by the Order for a period of ninety (90) days after the order is delivered to "Company", and for any further period to which the Parties may agree. Any such order shall be specifically identified as a Stop Work Order issued pursuant to this clause. Upon receipt of such an order, "Company" shall forthwith comply with its terms and take all reasonable steps to minimise costs incurred allocable to the work covered by the order during the period of work stoppage. Within a period of ninety (90) days after a stop work order is delivered to "Company", or within any extension of that period to which the Parties shall have agreed, the Purchaser shall either:
 - 14.1.1 cancel the stop work order, or
 - 14.1.2 terminate the work covered by such order in accordance with paragraph 20,
- TERMINATION FOR CONVENIENCE OF THE PURCHASER.
- 14.2 If a stop work order issued under this clause is cancelled or the period of the order or any extension thereof expires, "Company" shall resume work. An equitable adjustment shall be made in the delivery schedule or Contract price, or both, and the Order shall be modified in writing accordingly, if:
 - 14.2.1 the stop work order results in an increase in the time required for, or in "Company"'s cost properly allocable to, the performance of any part of the Order, and
 - 14.2.2 "Company" asserts a claim for such adjustment within thirty (30) days after the end of the period of work stoppage; provided that, if the Purchaser decides the facts justify such action, he may receive and act upon any such claim asserted at any time prior to final payment under any Order.
 - 14.3 If a stop order is not cancelled and the work covered by such order is terminated for the convenience of the Purchaser, the reasonable costs resulting from the stop work order shall be allowed in arriving at the termination settlement.

15. ORDER OF PRECEDENCE

- 15.1 In the case of any inconsistencies herein, the order of precedence of the contractual documents is as follows:
- 15.1.1 the Special Provisions
- 15.1.2 the General Provisions
- 15.1.3 Exhibits and Appendices,
- 15.2 Except where inconsistency between the terms of this Agreement and those contained in any Order have been expressly agreed between the Purchaser and "Company", the terms of this Agreement shall take precedence.

16. APPLICABLE LAW

- 16.1 This Agreement and each subsequent Order under this Agreement between NCIA and "Company" shall be governed by and construed in accordance with the private contract law of the Kingdom of Belgium. Orders signed between "Company" and any other Purchaser under this Agreement shall be governed by the laws applicable to the country of the Purchaser, unless otherwise agreed between the Purchaser and "Company".

17. DISPUTES AND ARBITRATION

- 17.1 In the event of a dispute under this Agreement or any Order issued hereunder, the Parties shall attempt to settle their difference in an amicable manner. However, in the event that a settlement cannot be made under this Agreement within a reasonable period of time, the Parties agree to institute arbitration proceedings in the manner provided in the following Arbitration provision and such disputes shall finally be settled thereby, unless otherwise agreed between the Purchaser and "Company".
- 17.1.1 "Company" agrees to submit to the Arbitration Tribunal only such issues, facts, evidence and proof which "Company" had beforehand identified and submitted to the Purchaser for decision. The jurisdictional authority of the Arbitration Tribunal shall be restricted to consider only those identical issues, facts, evidence and proof so identified and submitted to the Purchaser.
- 17.1.2 The party instituting the arbitration proceedings shall advise the other party by registered letter, with official notice of delivery, of his desire to have recourse to arbitration. Within a period of thirty days from the date of receipt of this letter, the parties shall jointly appoint an arbitrator. In the event of failure to appoint an arbitrator the dispute or disputes shall be submitted to an Arbitration Tribunal consisting of three arbitrators, one being appointed by the Purchaser, another by "Company" and the third, who shall act as President of the Tribunal, by these two arbitrators. Should one of the parties fail to appoint an arbitrator during the fifteen days following the expiration of the first period of thirty days, or should the two arbitrators be unable to agree on the choice of the third member of the Arbitration Tribunal within thirty days following the expiration of the said first period, the appointment shall be

made, within twenty-one days, at the request of the party instituting the proceedings, by the Secretary General of the Permanent Court of Arbitration at The Hague.

- 17.1.3 Regardless of the procedure concerning the appointment of this Arbitration Tribunal, the third arbitrator will have to be of a nationality different from the nationality of the other two members of the Tribunal.
- 17.1.4 Any arbitrator must be of the nationality of any one of the NATO Member Nations and shall be bound by the rules of security in force within NATO.
- 17.1.5 Any person appearing before the Arbitration Tribunal in the capacity of an expert witness shall, if he is of the nationality of one of the NATO Member Nations, be bound by the rules of security in force within NATO; if he is of another nationality, no NATO classified documents or information shall be communicated to him.
- 17.1.6 An arbitrator who, for any reason whatsoever, ceases to act as an arbitrator, shall be replaced under the procedure laid down in paragraph 17.1.2 above.
- 17.1.7 The Arbitration Tribunal will take its decisions by a majority vote. It shall decide where it will meet and, unless it decides otherwise, shall follow the arbitration procedures of the International Chamber of Commerce in force at the date of signature of the present Agreement.
- 17.1.8 The awards of the arbitrator or of the Arbitration Tribunal shall be final and there shall be no right of appeal or recourse of any kind. These awards shall determine the apportionment of the arbitration expenses.
- 17.2 The place of arbitration shall be Brussels, Belgium, in the case of dispute under this Agreement or under any subsequent Order between "Company" and NCIA, and shall be the country of the Purchaser in the case of a dispute between "Company" and any other Purchaser, unless otherwise agreed between the Purchaser and "Company".

18. DELAYS IN DELIVERY

- 18.1 "Company" agrees to notify Purchaser in the event that it anticipates difficulty in meeting delivery schedule. Receipt of such notice shall not be deemed to be a waiver by Purchaser of rights or remedies which it may have for failure to meet an agreed delivery date. Notwithstanding the above "Company" shall be deemed to be in delay without notice from the Purchaser and only by simple expiry of the due delivery date.

19. TERMINATION FOR DEFAULT

- 19.1 The Purchaser may, subject to the provisions of paragraph 19.3 below, by written notice of default to "Company", terminate the whole or any part of an Order in any one of the following circumstances:
 - 19.1.1 if "Company" fails to make delivery of the supplies or to perform the services within the time specified herein or any extension thereof; or

- 19.1.2 if "Company" fails to perform any of the other provisions of this Agreement, or so fails to make progress as to endanger performance of an Order in accordance with its terms, and in either of these two circumstances does not cure such failure within a period of ten days (or such longer period as the Purchaser may authorise in writing) after receipt of notice in writing from the Purchaser specifying such failure.
- 19.2 In the event the Purchaser terminates an Order in whole or in part, as provided in paragraph 19.1 of this clause, the Purchaser may procure, upon such terms and in such manner as the Purchaser may deem appropriate, supplies or services similar to those so terminated, and "Company" shall be liable to the Purchaser for any excess costs for such similar supplies or services. However, "Company" shall continue the performance of an Order to the extent not terminated under the provisions of this clause.
- 19.3 Except with respect to defaults of sub-contractors, "Company" shall not be liable for any excess costs if the failure to perform the Order arises out of causes beyond the control and without the fault or negligence of "Company". Such causes may include, but are not restricted to, acts of God, or of the public enemy, acts of the Purchaser in its contractual capacity, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, and unusually severe weather; but in every case the failure to perform must be beyond the control and without the fault or negligence of "Company". If the failure to perform is caused by the default of a sub-contractor, and if such default arises out of causes beyond the control of both "Company" and sub-contractor, without the fault or negligence of either of them, "Company" shall not be liable for any excess costs for failure to perform unless the supplies or services to be furnished by the sub-contractor were obtainable from other sources in sufficient time to permit "Company" to meet the required delivery schedule.
- 19.4 If an Order is terminated as provided in paragraph 19.1 of this clause, the Purchaser, in addition to any other rights provided in this clause, may require "Company" to transfer title and deliver to the Purchaser, in the manner and to the extent directed by the Purchaser:
- 19.4.1 any completed supplies, and
- 19.4.2 such partially completed supplies and materials, parts, tools, dies, jigs, fixtures, plans, drawings, information, and contract rights (hereinafter called "manufacturing materials") as "Company" has specifically produced or specifically acquired for the performance of such part of an Order as has been terminated;

and "Company" shall, upon direction of the Purchaser, protect and preserve property in the possession of "Company" in which the Purchaser has an interest. Payment for completed supplies delivered to and accepted by the Purchaser shall be at the contract price. Payment for manufacturing materials delivered to and accepted by the Purchaser and for the protection and preservation of property shall be in an amount agreed upon by "Company" and Purchaser. Failure to agree to such amount shall be a dispute within the meaning of the clause of this agreement entitled "Disputes and Arbitration". The Purchaser may withhold from amounts otherwise due to "Company" for

such completed supplies or manufacturing materials such sum as the Purchaser determines to be necessary to protect the Purchaser against loss because of outstanding liens or claims of former lien holders.

- 19.5 If, after notice of termination of an Order under the provisions of this clause, it is determined for any reason that "Company" was not in default under the provisions of this clause, or that the default was excusable under the provisions of this clause, the rights and obligations of the Parties, shall be the same as if the notice of termination had been issued pursuant to a clause providing for termination of convenience of the Purchaser. If after such notice of termination of an Order under the provisions of this clause, it is determined for any reason that "Company" was not in default under the provisions of this clause and if the Order does not contain a clause providing for termination for convenience of the Purchaser the Order shall be equitably adjusted to compensate for such termination and the Order modified accordingly. Failure to agree to any such adjustment shall be a dispute within the meaning of the clause of this Agreement entitled "Disputes".
- 19.6 The rights and remedies of the Purchaser provided in this clause shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Agreement or any Order issued under the present BOA.

20. TERMINATION FOR CONVENIENCE OF THE PURCHASER

- 20.1 The performance of work under an Order may be terminated by the Purchaser in accordance with this clause in whole, or from time to time in part, whenever the Purchaser shall determine that such termination is in the best interest of the Purchaser. Any such termination shall be effected by delivery to "Company" of a Notice of Termination specifying the extent to which performance of work under an Order is terminated, and the date upon which such termination becomes effective.
- 20.2 After receipt of a Notice of Termination and except as otherwise directed by the Purchaser, "Company" shall:
- (i) stop work under the Order on the date and to the extent specified in the Notice of Termination;
 - (ii) place no further orders or sub-contracts for materials, services or facilities, except as may be necessary for completion of such portion of the work under the Order as is not terminated;
 - (iii) terminate all orders and sub-contracts to the extent that they relate to the performance of work terminated by the Notice of Termination;
 - (iv) assign to the Purchaser, in the manner, at the times and to the extent directed by the Purchaser, all of the right, title and interest of "Company" under the orders and sub-contracts so terminated, in which case the Purchaser shall have the right, in its discretion, to settle or pay any or all claims arising out of the termination of such orders and sub-contracts;

- (v) settle all outstanding liabilities and all claims arising out of such termination of orders and sub-contracts, with the approval or ratification of the Purchaser to the extent he may require, which approval or ratification shall be final for all the purposes of this clause;
- (vi) transfer title and deliver to the Purchaser in the manner at the times, and to the extent, if any, directed by the Purchaser:
 - a. the fabricated or unfabricated parts, work in process, completed work, supplies, and other material produced as a part of, or acquired in connection with the performance of the work terminated by the Notice of Termination, and
 - b. the completed or partially completed plans, drawings, information, and other property which, if the Order had been completed, would have been required to be furnished to the Purchaser;
- (vii) use his best efforts to sell, in the manner, at the times, to the extent, and at the price or prices directed or authorised by the Purchaser, any property of the types referred to in (vi) above. However, "Company":
 - a. shall not be required to extend credit to any Buyer; and,
 - b. may acquire any such property under the conditions prescribed by and at a price or prices approved by the Purchaser; and provided further that the proceeds of any such transfer or disposition shall be applied in reduction of any payments to be made by the Purchaser to "Company" under an Order or shall otherwise be credited to the price or cost of the work covered by an Order or paid in such manner as the Purchaser may direct;
- (viii) complete performance of such part of the work as shall not have been terminated by the Notice of Termination; and
- (ix) take such action as may be necessary, or as the Purchaser may direct, for the protection and preservation of the property related to an Order which is in the possession of "Company" and in which the Purchaser has or may acquire an interest.

20.3 "Company" may submit to the Purchaser a list, certified as to quantity and quality, of any or all items of termination inventory not previously disposed of, exclusive of items the disposition of which has been directed or authorised by the Purchaser, and may request the Purchaser to remove such items or enter into a storage agreement covering the same; provided that the list submitted shall be subject to verification by the Purchaser upon removal of the items, or if the items are stored, within forty-five (45) days from the date of submission of the list, and any necessary adjustment to correct the list as submitted shall be made prior to final settlement.

- 20.4 After receipt of a Notice of Termination, "Company" shall submit to the Purchaser his termination claim, in the form and with certification prescribed by the Purchaser. Such claim shall be submitted promptly but in no event later than six months from the effective date of termination, unless one or more extensions in writing are granted by the Purchaser, upon request of "Company" made in writing within such six-month period or authorised extension thereof. However, if the Purchaser determines that the facts justify such action, he may receive and act upon any such termination claim at any time after such six-month period or any extension thereof. Upon failure of "Company" to submit his termination claim within the time allowed, the Purchaser may determine on the basis of information available to him, the amount, if any, due to "Company" by reason of the termination and shall thereupon pay to "Company" the amount so determined.
- 20.5 Subject to the provisions of paragraph 20.2 "Company" and the Purchaser may agree upon the whole or any part of the amount or amounts to be paid to "Company" by reason of the total or partial termination of work pursuant to this clause, which amount or amounts may include a reasonable allowance for profit on work done; provided that such agreed amount or amounts exclusive of settlement costs shall not exceed total contract price as reduced by the amount of payments otherwise made and as further reduced by the contract price of the work not terminated. The Order shall be amended accordingly and "Company" shall be paid the amount agreed. Nothing in paragraph 20.6 of this clause, prescribing the amount to be paid to "Company" in the event of failure of "Company" and the Purchaser to agree upon the whole amount to be paid to "Company" by reason of the termination of work pursuant to this clause, shall be deemed to limit, restrict, or otherwise determine or affect the amount or amounts which may be agreed upon to be paid to "Company" pursuant to this paragraph 20.5.
- 20.6 In the event of the failure of "Company" and the Purchaser to agree as provided in paragraph 20.5 upon the whole amount to be paid to "Company" by reason of the termination of work pursuant to this clause, the Purchaser shall pay to "Company" the amounts determined by the Purchaser as follows, but without duplication of any amounts agreed upon in accordance with paragraph 20.5:
- (i) for completed supplies accepted by the Purchaser (or sold or acquired as provided in paragraph 20.2 (vii) above) and not therefore paid for, a sum equivalent to the aggregate price for such supplies computed in accordance with the price or prices specified in the Order, appropriately adjusted for any saving of freight or other charges;
 - (ii) the total of:
 - a. the costs incurred in the performance of the work terminated including initial costs and preparatory expense allocable thereto, but exclusive of any costs attributable to supplies paid or to be paid for under paragraph 20.6 (i) hereof;

- b. the cost of settling and paying claims arising out of the termination of work under sub-contracts or orders, as provided in paragraph 20.2 (v) above, which are properly chargeable to the terminated portion of the Order, exclusive of amounts paid or payable on account of supplies or materials delivered or services furnished by sub-contractors or vendors prior to the effective date of the Notice of Termination, which amounts shall be included in the costs payable under a. above; and
 - c. a sum, as profit on a. above, determined by the Purchaser to be fair and reasonable; provided, however, that if it appears "Company" would have sustained a loss on the entire Order, had it been completed, no profit shall be included or allowed and an appropriate adjustment shall be made reducing the amount of the settlement to reflect the indicated rate of loss; and
 - (iii) the reasonable costs of settlement, including accounting, legal, clerical and other expenses reasonably necessary for the preparation of settlement claims and supporting data with respect to the terminated portion of the Order and for the termination and settlement of sub-contracts thereunder, together with reasonable storage, transportation, and other costs incurred in connection with the protection, or disposition of property allocable to the Order.
- 20.7 The total sum to be paid to "Company" under (i) and (ii) of paragraph 20.6 shall not exceed the total contract price as reduced by the amount of payments otherwise made and as further reduced by the contract price of work not terminated. Except for normal spoilage, and except to the extent that the Purchaser shall have otherwise expressly assumed the risk of loss, there shall be excluded from the amounts payable to "Company", as provided in paragraph 20.6 (i) and (ii)(a) above, the fair value, as determined by the Purchaser, of property which is destroyed, lost, stolen, or damaged so as to become undeliverable to the Purchaser or to a buyer pursuant to paragraph 20.2 (vii) above.
- 20.8 "Company" shall have the right of appeal, under the clause of this Agreement entitled "Disputes", from any determination made by the Purchaser under paragraphs 20.4 or 20.6 above, except that if "Company" has failed to submit his claim within the time provided in paragraph 20.4 above and has failed to request extension of such time, he shall have no such right of appeal. In any case where the Purchaser has made a determination of the amount due under paragraphs 20.4 or 20.6 above, the Purchaser shall pay "Company" the following:
- (i) if there is no right of appeal hereunder or if no timely appeal has been taken, the amount so determined by the Purchaser, or
 - (ii) if an appeal has been taken, the amount finally determined on such appeal.
- 20.9 In arriving at the amount due to "Company" under this clause there shall be deducted:

- (i) all unliquidated advance or other payments on account theretofore made to "Company", applicable to the termination portion of the Order;
- (ii) any claim which the Purchaser may have against "Company" in connection with the Order, and
- (iii) the agreed price for, or the proceeds of the sale of, any materials, supplies, or other things acquired by "Company" or sold, pursuant to the provisions of this clause, and not otherwise recovered by or credited to the Purchaser.

20.10 If the termination hereunder is partial, prior to the settlement of the terminated portion of the Order, "Company" may file with the Purchaser a request in writing for an equitable adjustment of the price or prices specified in the Order relating to the continued portion of the Order (the portion not terminated by the Notice of Termination), and such equitable adjustment as may be agreed upon shall be made in such price or prices.

20.11 The Purchaser may from time to time, under such terms and conditions as it may prescribe, make partial payments and payments on account against costs incurred by "Company" in connection with the terminated portion of an Order whenever in the opinion of the Purchaser the aggregate of such payments shall be within the amount to which "Company" will be entitled hereunder. If the total of such payment is in excess of the amount finally agreed or determined to be due under this clause, such excess shall be payable by "Company" to the Purchaser upon demand, together with interest calculated using the average of the official base rate(s) per annum as notified by the Banque Nationale de Belgique or such other official source as may be determined by the Purchaser, for the period from the date the excess is received by "Company" to the date such excess is repaid to the Purchaser, provided, however, that no interest shall be charged with respect to any such excess payment attributed to a reduction in "Company"'s claim by reason of retention or other disposition of termination inventory until ten days after the date of such retention or disposition or such later date as determined by the Purchaser by reason of the circumstances.

20.12 Unless otherwise provided for in the Order, "Company", from the effective date of termination and for a period of three years after final settlement under the Order, shall preserve and make available to the Purchaser at all reasonable times at the office of "Company", but without direct charge to the Purchaser, all his books, records, documents, and other evidence bearing on the costs and expenses of "Company" under an Order and relating to the work terminated hereunder, or, to the extent approved by the Purchaser, photographs, micro-photographs, or other authentic reproductions thereof.

21. SUB-CONTRACTS

- 21.1 “Company” shall place and be responsible for the administration and performance of all sub-contracts including terms and conditions which he deems necessary to meet the requirements of the Order in full.

- 21.2 “Company” shall not place sub-contracts outside the 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.

- 21.3 “Company” shall determine that any sub-contractor proposed by him for the furnishing of supplies or services which will involve access to classified information in “Company”'s custody has been granted an appropriate facility security clearance by the sub-contractor's national authorities, which is still in effect, prior to being given access to such classified information.

- 21.4 “Company” shall seek the approval in writing of the Purchaser prior to the placing of any sub-contract if:-
 - 21.4.1 the value of the sub-contract is known or estimated to exceed € 125,000, or the equivalent currency;

 - 21.4.2 the sub-contract is one of a number of sub-contracts with a single sub-contractor for the same or related supplies or services under the Order that in the aggregate are known or expected to exceed € 125,000.

- 21.5 “Company” shall submit a copy of any such proposed contract when seeking approval to the Purchaser but such approval by the Purchaser shall in no way relieve “Company” of his responsibilities to achieve the contractual and technical requirements of the Order.

- 21.6 “Company” shall, as far as practicable, select sub-contractors on a competitive basis consistent with the objectives and requirements of the Order.

22. PATENT AND COPYRIGHT INDEMNIFICATION

- 22.1 Except as otherwise provided in this Agreement, "Company" shall assume all liability and indemnify the Purchaser, its officers, agents and employees against liability, including costs for the infringement of any patents or copyright in force in any countries arising out of the manufacture, services performed or delivery of supplies, or out of the use or disposal by or for the account of the Purchaser of such supplies. "Company" shall be responsible for obtaining any patent or copyright licences necessary for the performance of an Order and of remaking all other arrangements required to indemnify the Purchaser from any liability for patent or copyright infringement in said countries.

- 22.2 "Company" shall immediately notify the Purchaser of any patent or copyright infringement claims of which he has knowledge and which pertain to the goods and services under this Agreement.

- 22.3 This indemnity shall not apply under the following circumstances:
- 22.3.1 Patents or copyright which may be withheld from issue by order of the applicable government whether due to security regulations or otherwise;
- 22.3.2 An infringement resulting from specific written instructions from the Purchaser under this Agreement;
- 22.3.3 An infringement resulting from changes or additions to the goods and services subsequent to final delivery and acceptance under this Agreement.

23. CLAIMS

- 23.1 "Company" shall assert claims in writing and by registered mail, and in accordance with the terms set out below:
- 23.2 Claims shall be submitted within:
- 23.2.1 the time specified in the Clause or Article under which "Company" alleges to have a claim. If no time is specified in the clause or Article under which "Company" intends to base its claim, the time limit shall be forty-five (45) days from the date "Company" has knowledge or should have had knowledge of the facts on which it bases its claim;
- 23.2.2 three (3) months after final payment, release of guarantees or performance bond provided under the Order, whichever occurs last. This shall only apply to those claims for which "Company" could not have had earlier knowledge and were not foreseeable.
- 23.3 "Company" shall be foreclosed unless it presents complete documentary evidence, justification and cost for each of its claims within three months from the assertion date of such claims. Claims shall be supported by specifically identified evidence (including applicable historical and planned cost and production data from "Company"'s books and records). Opinions, conclusions or judgmental assertions not supported by such evidence shall be rejected.
- 23.3.1 An individual breakdown of cost is required for each element of "Company"'s claims at the time of claim submission or for any material revision of the claim.
- 23.4 "Company" shall present, at the time of submission of a claim, an attestation as follows:
- "I the responsible senior company official authorised to commit the with respect to its claims dated being duly sworn, do hereby depose and say that: (i) the facts described in the claim are current, complete and accurate; and (ii) the conclusions in the claim accurately reflect the material damages or contract adjustments for which the Purchaser is allegedly liable."

SIGNATURE

- 23.5 Failure to comply with any of the above requirements shall result in automatic forfeiture of the claim. This foreclosure takes effect in all cases and also where, for example, the claim is based on additional orders, where the facts are known to the Purchaser, where the claim is based on defective specifications of the Purchaser or an alleged negligence in the precontractual stage.
- 23.6 No claim arising under this Agreement may be assigned by "Company" without prior approval of the Purchaser.

24. RELEASE OF CLAIMS

- 24.1 Prior to final payment under this Agreement, "Company" and each assignee under this Agreement shall execute and deliver a release discharging the Purchaser, its officers, agents and employees from all liabilities, obligations and claims arising out of or under this Agreement subject only to the following exceptions:
- 24.1.1 Specified claims in stated amounts or in estimated amounts where the amounts are not susceptible to exact statement by "Company";
- 24.1.2 Claims for reimbursement of costs (other than expenses of "Company" by reason of its indemnification of the Purchaser against patent liability) including reasonable expenses incidental thereto, incurred by "Company" under the provisions of this Agreement relating to patents.
- 24.1.3 An infringement resulting from specific written instructions from the Purchaser under the Order.
- 24.1.4 An infringement resulting from changes or additions to the goods and services subsequent to final delivery and acceptance under the Order.

25. EXTRAS

- 25.1 Except as otherwise provided in an Order, no payment for extras shall be made unless such extras and the price therefore have been authorised in writing by the Purchaser.

26. LANGUAGE

- 26.1 In the event of any inconsistency between the original English text of this Agreement and any translation into another language, the original English text will govern.
- 26.2 All written correspondence and reports provided by and to "Company" shall be, as a minimum, in English.

27. SECURITY

- 27.1 "Company" shall comply with all security measures as are prescribed by the Purchaser and the National Security Authority or designated Security Agency of each of the NATO Member Nations in which the Agreement is being

performed. "Company" shall be responsible for the safeguarding of classified information, documentation, material and equipment entrusted to him or generated by him in connection with the performance of an Order.

- 27.2 In particular "Company" undertakes to:
- 27.2.1 appoint an official responsible for supervising and directing security measures in relation to the Order and communicating details of such measures to the Purchaser on request;
 - 27.2.2 maintain, preferably through the official responsible for security measures, a continuing relationship with the National Security Authority or designated Security Agency charged with ensuring that all NATO or National classified information involved in the Order is properly safeguarded;
 - 27.2.3 abstain from copying by any means, without the authorisation of the Purchaser, the National Security Authority or designated Security Agency, any classified documents, plans, photographs or other classified material entrusted to "Company";
 - 27.2.4 furnish, on request, information to the National Security Authority or designated Security Agency pertaining to all persons who will be required to have access to NATO or National classified information;
 - 27.2.5 maintain at the work site a current record of its employees at the site who have been cleared for access to NATO or National classified information. The record should show the date and level of clearance;
 - 27.2.6 deny access to NATO or National classified information to any person other than those persons authorised to have such access by the National Security Authority or designated Security Agency;
 - 27.2.7 limit the dissemination of NATO or National classified information to the smallest number of persons as is consistent with the proper execution of the Order;
 - 27.2.8 comply with any request from the National Security Authority or designated Security Agency that persons entrusted with NATO or National classified information sign a statement undertaking to safeguard that information and signifying their understanding both of their obligations under national legislation affecting the safeguarding of classified information, and of their comparable obligations under the laws of the other NATO Member Nations in which they may have access to classified information;
 - 27.2.9 report to the National Security Authority or designated Security Agency any breaches or suspected breaches of security, suspected sabotage, or other matters of security significance which would include any changes that may occur in the ownership, control or management of the facility or any changes that affect the security arrangements and security status of the facility and to make such other reports as may be required by the National Security Authority or designated Security Agency, e.g. reports on the holdings of NATO or National classified information;

- 27.2.10 apply to the Purchaser for approval before subcontracting any part of the work, if the subcontract would involve the subcontractor in access to NATO or National classified information, and to place the subcontractor under appropriate security obligations no less stringent than those applied to its own contract;
- 27.2.11 undertake not to utilise, other than for the specific purpose of the Order, without the prior written permission of the Purchaser or its authorised representative, any NATO or National classified information furnished to him, including all reproductions thereof in connection with the Order, and to return all NATO or National classified information referred to above as well as that developed in connection with the Order, unless such information has been destroyed, or its retention has been duly authorised with the approval of the Purchaser. Such NATO or National classified information will be returned at such time as the Purchaser or its authorised representative may direct;
- 27.2.12 classify any produced document with the highest classification of the NATO or National classified information disclosed in that document.

28. HEALTH, SAFETY AND ACCIDENT PREVENTION

- 28.1 If the Purchaser notifies "Company" in writing of any non-compliance in the performance of the Order, with safety and health rules and requirements prescribed on the date of the Order by applicable national or local laws, ordinances and codes, and "Company" fails to take immediate corrective action, the Purchaser may order "Company" to stop all or part of the work until satisfactory corrective action has been taken. Such an order to stop work shall not entitle "Company" to an adjustment of the contract price or other reimbursement for resulting increased costs, or to an adjustment of the delivery or performance schedule.

29. RELEASE OF INFORMATION

- 29.1 Except as otherwise specified elsewhere in the Order, and to the extent that it is demonstratively unavoidable and without prejudice to the "Security" Clause, "Company" or its employees shall not, without prior authorisation from the Purchaser, release any information pertaining to the Order, its subject matter, performance thereunder or any other aspect thereof.

30. FORCE MAJEURE

- 30.1 If the performance of this Agreement, or any obligation hereunder is prevented, restricted or interfered with by reason of fire, flood, earthquake, explosion or other casualty or accident, strikes or labour disputes, war or other violence, including acts of terrorism, any law, order, proclamation, regulation, ordinance, demand or requirement of any governmental agency, or any other act, event or condition whatsoever beyond the reasonable control of the affected Party, the Party so affected, upon giving prompt notice to the other Party, shall be excused from such performance to the extent of such prevention, restriction or interference, provided, however, that the Party so affected shall take all reasonable steps to avoid or remove such cause of

non-performance and shall resume performance hereunder with dispatch whenever such causes are removed.

31. RIGHTS IN TECHNICAL DATA

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

32. COMPANY'S RESPONSIBILITY ON ACCURACY OF THE COMPANY'S DATA

- 32.1 In case of change of any nature in "Company"s data including, but not limited to change(s) in name, ownership, address, and other changes of similar nature, "Company" is obliged to inform NCIA about the change(s) at the earliest possible moment that "Company" becomes aware of the change(s).
- 32.2 Information about all changes shall be presented in the form of official registered letter, addressed to NCIA Point Of Contact (POC), indicated in Clause 10 - Miscellaneous of the Part I - Special Provisions of the BOA.
- 32.3 In case if NCIA becomes aware of the change(s) described in para 1 above from any other source than official registered letter received from the "Company", NCIA reserves the right to suspend "Company"s BOA immediately after NCIA becomes aware of the change(s) and until the issue is fully clarified.

APPENDIX 1 TO PART II - PURCHASER'S PRICING PRINCIPLES

The following principles shall apply to all contracts not awarded on the basis of an adequate price competition as well as to all contract modifications.

"Company" shall also incorporate provisions corresponding to those mentioned herein in all subcontracts, and shall require price and cost analysis provisions be included therein.

A. Allowability of Costs

- (1) Allowable Cost

A cost is allowable if the following conditions are fulfilled:

- (a) it is incurred specifically for the Agreement or benefits both the Agreement and other work or is necessary to the overall operation of the business although a direct relationship to any particular product or service cannot be established and is allocated to them in respective proportion according to the benefit received;
- (b) it is reasonable and expedient in its nature and amount and does not exceed that which would be incurred by an ordinary prudent person in the conduct of competitive business;
- (c) it is not liable to any limitations or exclusion as to types or amounts of cost items as set forth herein.

(2) Partially allowable cost

The following cost items are examples of costs which are normally partially allowable only as indirect costs within the limitations described below provided that such costs are reasonable in nature and amount and are allocated as indirect costs to all work of "Company".

- (a) Advertising costs.
- (b) Contributions.
- (c) Bonuses paid pursuant to an agreement entered into before the Order was made or pursuant to a plan established and consistently followed before the Order was concluded.
- (d) Depreciation of plant equipment or other capital assets.
- (e) Costs of normal maintenance and repair of plant, equipment and other capital assets.
- (f) The costs of general research and development work which are not chargeable directly to an Order and which are not aimed at the preparation or development of a specific product.
- (g) Travel costs, except those which, according to the terms of the Order, are to be charged directly to it.
- (h) Pre-contract cost (cost prior to the effective date stated in the Order) in anticipation of the award of the Order or pursuant to its negotiation.

(3) Unallowable costs

In general all costs which cannot be shown by "Company" to be directly or indirectly of benefit to the Order under this Agreement are totally unallowable. Examples of such costs are:

- (a) Costs of a particular advertising campaign without prior agreement of the Purchaser or which has no connection with the Order under this Agreement.
- (b) Costs of remuneration, having the nature of profit sharing.
- (c) Costs of maintaining, repairing and housing idle and excess facilities.
- (d) Fines and penalties as well as legal and administrative expenses resulting from a violation of laws and regulations.
- (e) Losses on other contracts.
- (f) Costs incurred for the creation of reserves for general contingencies or other reserves (e.g. for bad debts, including losses).
- (g) Losses on bad debts, including legal expenses and collection costs in connection with bad debts.
- (h) Costs incurred to raise capital.
- (i) Gains and losses of any nature arising from the sale or exchange of capital assets other than depreciable property.
- (j) Taxes on profits.
- (k) Contractual penalties incurred.
- (l) Commissions and gratuities.
- (m) Interest on borrowings.

B. Cost Groupings

- (1) In estimating or calculating the costs of the supplies to be furnished and the services to be performed under the Order, "Company" shall distinguish the following cost groupings:

- (a) Direct Costs

A direct cost is any cost which can be identified specifically with a particular cost objective as generally accepted. Direct costs are not limited to items which are incorporated in the end product as material or labour.

- (b) Indirect Costs

An indirect cost is one which is not readily subject to treatment as a direct cost.

- (2) "Company" shall specify the allocation of costs to either of the cost groupings. The method by which costs are accumulated and distributed as part of direct or indirect costs cannot be modified during the duration of the Order.

C. Overhead Rates

- (1) Indirect costs, which as a rule are to be allocated to all work of "Company", shall be accumulated by logical cost groupings in accordance with sound accounting principles and "Company"'s established practices. Such costs shall be presented as overhead rates and be applied to each related direct cost grouping.
- (2) "Company" shall inform the Purchaser of its overhead rates and the basis upon which they were computed.
- (3) The term "provisional overhead rate" means a tentative overhead rate established for interim billing purposes pending negotiation and agreement to the final overhead rate.
- (4) An overhead rate is pre-determined if it is fixed before or during a certain period and based on (estimated) costs to be incurred during this period. An overhead rate is post-determined if it is fixed after a certain period and based on costs actually incurred during this period.

Pre-determined overhead rates shall be agreed upon as final rates whenever possible; otherwise the provisions of paragraph (3) above shall apply pending agreement to post-determined rates.

- (5) Such rates shall be determined on the basis of "Company"'s properly supported actual cost experience.
- (6) If the overhead rates of "Company" for similar contracts placed by national or international public services have been established or approved by a government agency or an agency accepted by "Company"'s Government and "Company" proposes the application of these rates, "Company" shall state the name and address of the agency which has accepted or approved the rates and the period for which they were established. If "Company" proposes rates which vary from the rates mentioned above, "Company" shall furthermore provide a justification for the difference.
- (7) If the overhead rates of "Company" for similar contracts placed by national or international public services have not been established or approved by a government agency or an agency accepted by "Company"'s government, "Company" shall provide the necessary data to support the proposed rates.

EXHIBIT A - ORDERING INFORMATION

A ORDERING INFORMATION REQUIRED:

All orders submitted under this Agreement shall contain, as applicable, the following information:

- a. Reference to the BOA.
- b. Identification and details of the Purchaser.
- c. Any special Terms and Conditions applicable to the Order (e.g. Payment, Warranty, etc.)
- d. Description of the Products to be delivered and/or of the Engineering Services to be performed (including labour categories, labour rates, people's names).
- e. Specification of the Requested Products Delivery Schedule and/or of the Engineering Services Period of Performance.
- f. Specification of the Products Delivery Location and/or of the Engineering Services Place of Performance.
- g. Shipping instructions.
- h. Security requirements.
- i. Completion of "Non-Transfer and Use Certificate" (e.g. DSP 83), Export License or equivalent, as applicable.
- j. Testing and Acceptance criteria and provisions.

**EXHIBIT B - AUTHORISATION TO USE BOA BY NATO
CONTRACTORS**

Attn.: ‘Company’* Manager of Contracts

Subject: Order under NCIA/BOA/.....|Company’* is hereby authorised to procure under Order No. (....), in accordance with NCIA Basic Ordering Agreement (NCIA/BOA/.....). Each Order placed shall quote the above-mentioned BOA, the appropriate Order Number and shall state:

“This Order is placed under NCIA/BOA/.....| ‘Company’* hereby agrees that the terms and conditions contained in the NCIA/BOA/.....| shall govern the purchase/license of Products and/or Engineering Services covered by this Order, unless otherwise agreed between the Parties to this Order. ‘Company’* places this Order under written authorisation from [Name of Eligible Purchaser]. The Products and/or Engineering Services covered by the Order will be directly utilised by [Name of Eligible Purchaser].”

A copy of this authorisation will be sent to “Company”.
NCIA shall not be liable in any form for any Order issued and concluded between Purchaser, other than by NCIA itself, and ‘Company’*.

EXHIBIT C - PRODUCTS AND SERVICES

To be completed by the Company

Part I - a) Short Company Description

Part I - b) List and Short Description of offered Products and/or
Services

CO-115228-FGFS

Procurement of Active IT Network Equipment and Services for FGFS Project in The Hague

PART IV

STATEMENT OF WORK (SOW)



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1. INTRODUCTION

1.1. Background

The NCI Agency requires active network and end-user equipment for the new IT facilities in the refurbished building in The Hague (NLD).

1.2. Objectives

The provision of active network equipment shall be identical as was used in extension of the NCIA Building (Phase 1) in The Hague and shall meet the following objectives:

- 1.2.1. To use the same equipment and service standards used by the ITM and NCI projects.
- 1.2.2. To follow the same architecture and technical configurations defined by the ITM and NCI projects;
- 1.2.3. To allow reuse of the equipment by the ITM and NCI projects during their planned implementation in The Hague.

2. SCOPE OF WORK

2.1. Work Breakdown

The Contractor shall deliver in the quantities and to the location and at the time specified in the Schedule of Supplies and Services and perform the work described in the following work packages:

- 2.1.1. Work Package 1 (WP1) – Wi-Fi Equipment and Services
- 2.1.2. Work Package 2 (WP2) – Network Equipment
- 2.1.3. Work Package 3 (WP3) – VoIP Equipment and support service

3. WORK PACKAGE REQUIREMENTS

3.1. WP1 – Wi-Fi Equipment and Services

- 3.1.1. The Contractor shall supply all equipment and services to provide a Wi-Fi capability in The Hague.
- 3.1.2. The material necessary for WP1 is captured in the WP1 Bill of Materials (BOM) Table 3-1.1 The support associated with this BOM is listed in Table 3-1.2.

Table 3-1 WP1 BOM

WP	Model	Description	Part #	Quantity
WP1	Cisco Aironet 2802i	Wireless Access Point (Internal)	AIR-AP2802I-E-K9	110
WP1	Cisco ONE Foundation Perpetual - Wireless	Cisco ONE Software - perpetual	C1APAIRK9	110

3.2. WP2 – Network Equipment

3.2.1. The Contractor shall supply all equipment and support services for use in the Zone Distribution Rooms (ZDR) to allow connections for end user devices

3.2.2. The items necessary for WP2 are captured in the WP2 Bill of Materials (BOM) Table 3-2.1

Table 3-2 WP2 BOM

WP	Model	Description	Part #	Quantity
WP2	Dell S3148P (PoE-2x1100W PSU)	End User Access Switch (Copper) with 1100W redundant PSU and ProSupport and Next Business Day On-Site Service (3 Yr)		18
WP2	Dell S3124F TEMPEST C	End User Access Switch (Fibre) with redundant PSU and ProSupport and Next Business Day On-Site Service (3 Yr)		4
WP2	DELL SFP+ 10Gb SM LR 1310 Nm	SM LR SFP+ Transceiver		46
WP2	CAT6A	Copper Patch Cable BLACK: Brand Siemon CAT6A S-FTP Patch Cable, 1M CAT6A S-FTP Patch Cable, 2M CAT6A S-FTP Patch Cable, 3M CAT6A S-FTP Patch Cable 5M		50 400 200 200
WP2	OM4 MM	Fibre Patch Cable: Brand Siemon OM4-50/125 MM LC-LC Patch Cable, 1M OM4-50/125 MM LC-LC Patch Cable, 2M OM4-50/125 MM LC-LC Patch Cable, 3M		20 100 100

WP	Model	Description	Part #	Quantity
		OM4-50/125 MM LC-LC Patch Cable, 5M		100
WP2	OS2 SM	Fibre Patch Cable: Brand Siemon OS2-9/125 SM LC-LC Patch Cable, 2M		50
		OS2-9/125 SM LC-LC Patch Cable, 3M		50
		OS2-9/125 SM LC-LC Patch Cable, 5M		50
		OS2-9/125 SM LC-LC Patch Cable, 10M		10
WP2	Modular Fibre Optic Enclosure panel 1U FHD			11
WP2	Modular MTP-24 to 12x LC OS2 12 port FHD LC modules	OS2 12 port LC modules Modular MTP-24 to 12x LC OS2 12 port FHD LC modules		16
WP2	Modular MTP-24 to 12x OM4 12 port FHD LC modules	OM4 12 port LC modules Modular MTP-24 to 12x OM4 12 port FHD LC modules		8
WP2	10 mtr MTP Female 24 Fibre Type A OS2 SM 9/125 trunk cable	MTP-24 OS2 trunk cable 10 mtr MTP Female 24 Fibre Type A OS2 SM 9/125 trunk cable		8
WP2	10 mtr MTP Female 24 Fibre Type A OM4 MM 50/125 trunk cable	MTP-24 OM4 trunk cable 10 mtr MTP Female 24 Fibre Type A OM4 MM 50/125 trunk cable		4
WP2	Labels for cables and HW Labels (roll 2500 pieces)	LABEL, WIRE/CABLE, 38.1X.38.1MM, WHITE/TRANSPARENT, VINYL, THERMAL, ROLL=2500EA		2
WP2	Rittal TS-IT Cable duct, 47 HE TS-IT Frame (5502102)	For 47 U Rittal TS-IT racks Rittal TS-IT Cable duct, 47 HE TS-IT Frame (5502102)		20
WP2	1U Fibre adapter panel Blank plate			30

3.3.WP3 - VoIP Equipment and support service

3.3.1. The Contractor shall supply all equipment and services to provide VoIP phones for use in the Main Building in The Hague.

3.3.2. The material necessary for WP3 is captured in the WP3 Bill of Materials (BOM) Table 3-3.1.

Table 3-3 WP3 BOM

WP	Model / Item Code	Description	Part #	Quantity
WP3	Cisco CP-8841 Black	IP Phone	CP-8841-K9=	200
WP3	R-UCL-UCM-LIC-K9	Top Level SKU For 9.x/10.x User License - eDelivery		1
WP3	LIC-UCM-11X-ENHP-A	UC Manager-11.x Enh Plus Single User License		200
WP3	CUCM-VERS-11.5	CUCM Software version 11.5		1
WP3	EXPWY-VE-E-K9	Cisco Expressway-E Server, Virtual Edition		2
WP3	LIC-EXP-AN	Enable Advanced Networking Option		2
WP3	EXPWY-VE-C-K9	Cisco Expressway-C Server, Virtual Edition		2
WP3	LIC-CUCM-11X-ENHP	UC Manager Enhanced Plus 11.x License		200
WP3	LIC-SW-EXP-K9	License Key Software Encrypted		4
WP3	LIC-EXP-GW	Enable GW Feature (H323-SIP)		4
WP3	LIC-EXP-TURN	Enable TURN Relay Option		2
WP3	LIC-EXP-DSK	Expressway Desktop Endpoint License		200
WP3	LIC-EXP-E	Enable Expressway-E Feature Set		2
WP3	SW-EXP-8.X-K9	Software Image for Expressway with Encryption, Version X12		1
WP3	LIC-EXP-E-PAK	Expressway Series, Expressway-E PAK		1
WP3	LIC-EXP-SERIES	Enable Expressway Series Feature Set		4
WP3	UCM-PAK	UCMPAK		1
WP3	UNITYCN11-K9	Unity Connection 11.x Software		30
WP3	CON-ECMU-UNITYCN1	SWSS UPGRADES Unity Connection 11.x Software		30

WP	Model / Item Code	Description	Part #	Quantity
WP3	UNITYCN11-STD-USR	One Unity Connection 11.x User - All user Features-eDelivery		30
WP3	CON-ECMU-UNITCN0S	SWSS UPGRADES One Unity Connection 10.x 11.x Voice Messaging		30
WP3	LIC-SPCHVIEW-DEMO	SpeechView Unity Connection Demo for 50 users for 6 months		30
WP3	UNITYCN11-PAK	Unity Connection 11.x PAK		1
WP3	UCXN-11X-SC-PORTS	Unity Connection 11.x SpeechConnect Ports		60
WP3	LIC-UC-ENC	UC Encryption License		30
WP3	Cisco IP Phone 8841 Support	SNTC-8X5XNBD Cisco UC Phone 8841	CON-SNT-CP8841K9	200
WP3	SW SUPPORT ENHANCED Top Level SKU For 9.	SW SUPPORT ENHANCED Top Level SKU For 9.		1
WP3	SW SUPPORT ENHANCED UC Manager-11.x Enhanced Single User-Und	SW SUPPORT ENHANCED UC Manager-11.x Enhanced Single User-Und		200
WP3	EMRGNCY RSPNDR 11.X PAK	EMRGNCY RSPNDR 11.X PAK		1
WP3	EMRGNCY RSPNDR USR LIC 1 PHN FOR NEW 11X SYSTEM	EMRGNCY RSPNDR USR LIC 1 PHN FOR NEW 11X SYSTEM		200
WP3	SW SUPPORT ENHANCED EMRGNCY RSPNDR USR LIC 1 PHN FOR NEW 11X	SW SUPPORT ENHANCED EMRGNCY RSPNDR USR LIC 1 PHN FOR NEW 11X		200

4. INTEGRATED LOGISTICS SUPPORT

4.1. Introduction

4.1.1. This Integrated Logistics Support (ILS) section outlines the general ILS requirements of this Contract.

4.2. Shipping and Transportation

- 4.2.1. All goods delivered under the Contract, including items being returned after warranty repair shall be shipped to The Hague at no cost to the Purchaser, or as otherwise detailed in the Task Order.

Delivery Address: NCI Agency The Hague
Oude Waalsdorperweg 61,
2597 AK Den Haag, Netherlands

- 4.2.2. All materials covered under the Contract, including items being returned after warranty repair, shall be shipped at the expense of the Contractor Delivered Duty Paid (DDP) to the addresses specified in accordance with current INCOTERMS published by the International Chamber of Commerce.
- 4.2.3. The Purchaser shall not be liable for any storage, damage or any other charges involved in such transportation of supplies prior to the actual acceptance of such supplies at destination.
- 4.2.4. The Purchaser will not accept responsibility and/or ownership of the equipment before acceptance is complete.
- 4.2.5. The Purchaser's Point of Contact (POC) for all shipment instruction and shipment requests is:

PoC: Derya Adiyen (NCIA The Hague) / ILS Office
E-mail: derya.adiyan@ncia.nato.int

- 4.2.6. The Contractor shall contact the Purchaser PoC stated above for shipment notification and delivery approvals. The Contractor shall not carry out partial shipments without prior approval from the Purchaser PoC. In such rare cases that the partial shipments are approved by the Purchaser, the Contractor shall prepare the related documentation (most notably Inventory List/MDS) clearly marking the partial shipments separately, to ensure total compliance with SSS.
- 4.2.7. Each shipment shall be composed of one batch of one or more pallets. A pallet shall be defined as the standard Euro-pallet (EUR/EPAL; 1200mm x 800mm), packed to a height as close as practicable to a total maximum height of 1800mm, and not exceeding a total weight of 1000 Kg.
- 4.2.8. The Contractor shall organise and operate any handling equipment required to unload the equipment in the Purchaser warehouse or building.
- 4.2.9. The Contractor shall coordinate with the Purchaser PoC for the access the site where equipment will be delivered.

4.3. Preservation and Packaging

- 4.3.1. The Contractor shall, for the purpose of transportation, package, crate or otherwise prepare the various deliverables in accordance with the best commercial practices for the types of deliverables involved, giving due consideration to shipping and other hazards associated with the transportation of consignments overseas.
- 4.3.2. The Contractor shall establish the packing lists in such a way to permit easy identification. These packing lists shall accompany the shipment. Each individual container/box from a consignment shall have a packing list in a weatherproof envelope attached to the outside of each container/box detailing its contents. A second copy of the list is required inside each container/box.
- 4.3.3. The packing list shall include the following information as a minimum:

Serial	Requirement
1	The Shipping Address
2	Package Number
3	Contract Number
4	CLIN Number as per Schedule of Supply and Services
5	Item Description
6	Part Number
7	Serial Number
8	Quantity
9	Weight and Volume details
10	Box number and number of boxes in the consignment
11	Name and address of the Contractor, Purchaser and Consignor

4.4. Customs Forms 302

- 4.4.1. The Contractor shall be responsible for the timely request of Custom Forms 302, required for duty free import/export of supplies between EU and Non-EU countries. The written request for a 302 form shall contain the following information:

Serial	Requirement
1	Purchaser Contract Number
2	Contract Line Item Number (CLIN), designation and quantities
3	Destination
4	Number and gross weight

5	Consignor's and Consignee's name and address.
6	Method of shipment, i.e. road, air, sea, etc.
7	Name and address of the freight forwarder
8	POC to receive the Form 302

- 4.4.2. The Contractor shall ensure that forwarding agents are informed of the availability of Form 302 and how this form is utilised to avoid the payment of Customs Duties. Form 302 must be added to the shipment documents to be provided to the carrier.
- 4.4.3. Following receipt of the request by the Purchaser, normally ten (10) working days are required for the issue of the form.
- 4.4.4. These forms shall be originals and must be mailed or delivered by mail/express courier.
- 4.4.5. If an express courier has to be used by the Purchaser to ensure that the form is available on time before shipment, all associated costs shall be reimbursed by the Contractor.
- 4.4.6. If a Country refuses to accept the Form 302 and requires the payment of custom duties, the Contractor shall immediately inform the Purchaser by the fastest means available and obtain from the Custom Officer a written statement establishing that its country refuses to accept the Custom Form 302.
- 4.4.7. Only after having received Purchaser's approval, the Contractor shall pay these customs duties and shall claim reimbursement from the Purchaser.
- 4.4.8. The carrier shall be fully conversant with the application and use of Custom Form 302.
- 4.4.9. The Contractor shall add the Custom Form 302 to the shipping documentation.
- 4.4.10. It shall be noted that documents have to be originals which need to be available for the goods to cross Customs.

4.5. Notice of Shipment

- 4.5.1. Two (2) weeks prior to the delivery of any shipment of supplies, the Contractor shall provide Notice of Shipment to the Purchaser's ILS Office and to such other persons as are designated, in accordance with the instruction of the Purchaser. This notice shall be provided electronically and shall include the following information:

Serial	Requirement
1	Purchaser Contract Number
2	Contract line Item Number (CLIN), designation and quantities
3	Items Description, Quantity and Manufacturer Part Number

Serial	Requirement
4	Destination
5	Number of packages/containers, dimensions and gross weight
6	Consignor's and Consignee's name and address
7	Mode of shipment, e.g., road, air sea, etc.
8	Date of shipment
9	Number of the Form 302 used (if required)

4.6. Inventory

4.6.1. The Contractor shall provide the full and complete inventory/Material Data Sheet (MDS) of all items and documents to be delivered under this Contract at least ten (10) working days before shipment. It shall contain the following information:

Field	Description
CLIN	Contract Line Item Number (number-10 digits maximum). Sequence number assigned to a particular line item in a given contract. The combination CLIN-Contract No. shall always be unique.
Nomenclature	Short Item Description (text- 35 digits). Should always start with the main item name followed if possible by a technical specification, followed by the next higher assembly names in hierarchical order, separated by commas. E.g. for a coax connector of a television cable the nomenclature should read: CONNECTOR, COAX, CABLE, TELEVISION.
EQRE (XB/ND)	Code (text-2 digits). Defines whether an item is repairable (ND) or not (XB) from a technical point of view.
True Manufacturer Part Number	True Manufacturer P/N (text-32 digits). Part Number given to this item by the original manufacturer.
True Manufacturer Code (or complete name and address)	True Manufacturer Code (text-5 digits). Code of the Company that has manufactured this item. This is an internationally recognized 5-digit code which is unique to that company. It corresponds to the "cage code" in the USA. Manufacturer Codes and Cage Codes are obtainable from the national governmental authorities or, if it already exists, from the "NATO Master Cross-Reference List" (NMCRL) obtainable from NAMSA. In case the code cannot be obtained, it will be sufficient to enter the complete name and address information of the true manufacturer.

Field	Description
Vendor/Contractor Code (or complete name and address)	Vendor (Contractor) (text-5 digits). Company which sells the item or the complete system to which this item belongs. The vendor is the company with which the Contract is placed but is not necessarily the true manufacturer of the item. If the vendor company has also designed and integrated the complete system it is also known as Original Equipment Manufacturer (OEM). The company code is an internationally recognized 5-digit code which is unique to that company. It corresponds to the "cage code" in the USA. Manufacturer Codes and Cage Codes are obtainable from the national governmental authorities or, if it already exists, from the "NATO Master Cross-Reference List" (NMCRL) obtainable from NAMS. In case the code cannot be obtained, it will be sufficient to enter the complete name and address information.
Vendor/Contractor Part Number	Vendor (Contractor) P/N (text-32 digits). Part Number given to this item by the company which sells the item or the complete system to which this item belongs. The vendor is the company with which the Contract is placed but is not necessarily the true manufacturer of the item.
QTY ordered	Item Quantity (number-5 digits). Shows the quantity of this item ordered as individual item in this contract, i.e. if it is not delivered built-in in another unit. In case the item is not ordered as individual item or as spare unit but is built-in in another assembly, enter "0" (zero) in this field and complete fields: "Part Number of next higher assembly" and "qty in next higher assembly". Serialized items shall only have a quantity of 1.
Order Unit	Order Unit (text-2 digits). Unit under which the item is sold, e.g. each, set, meter, etc.
Serialized Item Tag	Serialized Items Tag (text-1 digit). Add a "Y" if the item carries a serial number independently whether serial numbers is already known or not. If known, complete column "Serial Number".
Serial Number	Serial Number. If Serialized Item Tag is "Y" (yes) then add serial number here. (1 serial number per line). If system is already installed, then the Contractor shall indicate here the serial numbers installed at user site. For items to be delivered to depots the Contractor may not know the serial number in advance, in that case it will be completed by the receiving site.
Serial Number Software Revision Level	Software Revision Level (text- 30 digits but can be expanded as necessary) If item carries a serial number and field "serial number" is completed, add SW revision level / version here if appropriate.
Serial Number Hardware Revision Level	Hardware Revision Level (text- 30 digits but can be expanded as necessary) If item carries a serial number and field "serial number" is completed, add HW revision level / version here if appropriate.
Other Serial Number attributes	Other Serial Number Attributes (text-to be defined). This field will be used and defined on a case by case basis to be decided by NCIA System Manager, NCIA and the Contractor for other attributes which might be required for a particular system.

Field	Description
Subject to Property Accounting	NDSS-MRCS (text-1 digit). NCIA will decide whether or not item is subject to property accounting and is to appear on the customer balance lists. This field will be completed Y or N by NCIA.
Currency	Currency (text-3 digits). International 3-digit code (ISO) representing the currency in which the item purchase price (or the estimated value) is expressed.
Price	Item Price (number-11 digits). Unit price with 2 decimals.
Warranty Expiration Date	Warranty Expiration Date (date: DD/MM/YY). Shows the date on which the warranty of this item expires, which is usually N days after delivery of the item. If delivery is scheduled for a certain date, warranty expiration date = delivery date + warranty period in days.
Receiving / Inspection Depot	Receiving / Inspection Depot (TXT-2 digits). Information will be provided to Contractor by the Purchaser's ILS Officer. This is the depot to where the vendor ships the material. Normally this depot will receive, inspect and put the material in stock against Dues-In to be created in accordance with Qty in column "Qty Ordered". In case of a deviation from this rule, the Purchaser will inform the Contractor of the correct final Depot and through which depot the items shall have to transit.
Issue to customer	Customer Code (text-4 digits - to be completed by NCIA). Code representing the customer to which the item(s) shall be shipped by the receiving/ inspecting depot.
Extended Line Item Description	Extended Line Item Description (text-no limit). Any additional information concerning this item shall be entered here, e.g. technical specifications, configuration, reference to technical drawings or manuals etc....
Part Number of next higher assembly	Part-Number of Next Higher Assembly (text-32 digits) If item is built-in another assembly, indicate part number of that assembly here.
Qty in next higher assembly	Quantity in Next Higher Assembly (number-3 digits max). This field shows the built-in quantity of the item in the next higher assembly. This information shall be provided for configuration control purposes.
Qty installed at Operating Unit (Customer Site)	Quantity installed. This field is only applicable when the delivery is direct to an operating unit (customer site). However in that case it is mandatory. For non-serialized items it shows total quantity installed. For serialized items quantity shall only be one per serial number. Use a new line for each serial number.

4.6.2. The Contractor may request an electronic version of the MDS to be provided by the Purchaser at EDC.

4.7. Technical Documentation

4.7.1. Each deliverable shall be accompanied with its COTS documentation. This documentation shall be identified in the inventory.

4.7.2. All documentation shall be in the English language.

4.8. Warranty & Support

- 4.8.1. The Contractor shall provide NBD warranty for the supplies procured under this Contract. The warranty shall include a direct Contractor PoC to be contacted via standard technical telephone and email support to initiate the warranty claim.
- 4.8.2. The Warranty shall start at the date of the acceptance of the equipment at the destination sites and shall be at least for 1- year duration from the day of acceptance. If a specific warranty period longer than 1- year is stated within the equipment specifications in SOW, SOW Annex A or SSS, then that specific duration longer than 1- year shall be taken into account for the warranty agreements of that particular equipment type.
- 4.8.3. The support/warranty shall include cost of parts, travel and per diem and shall not attract extra cost to the Purchaser. This support shall be available to the location stated in the Schedule of Supplies and Services.
- 4.8.4. The Contractor shall provide detailed handling instructions, including help-desk or other Point of Contact information, to be contacted in case of a warranty claim.
- 4.8.5. The Contractor shall provide shipment address for faulty equipment to the Purchaser. The shipment of faulty equipment to the Contractor is at the expense of the Purchaser. The shipment of repaired or replaced equipment from the Contractor to the Purchaser's place of origin shall be at the expense of the Contractor.
- 4.8.6. The Contractor shall be aware that, due to NATO security constraints, all failed hard disks/drives and memory can only be repaired or replaced on-site and cannot be removed and/or returned to the Contractor for repair/exchange. Failed hard disks/drives and memory will be destroyed on-site by the Purchaser. Failed hard disks/ drives and memory shall therefore be replaced by the Contractor, at no extra cost to the Purchaser.
- 4.8.7. The Contractor shall further be responsible for the provision of any alternatives or superseding items should the original part be no longer available during the Warranty period, ensuring form, fit and functional requirements.

4.9. Quality Assurance

- 4.9.1. Upon Purchaser request, the Contractor shall provide evidence that its QA/QC organization in his company has sufficient inherent authority and visibility in the overall corporate structure to properly execute the QA Management of a project of this size.

- 4.9.2. Upon Purchaser request, the Contractor shall address the QA/QC he applies to this project and shall describe its internal process for the quality review of the deliverables before their release to the Purchaser.

4.10. SUPPLY CHAIN SECURITY

- 4.10.1. The Contractor shall warrant that all supplies furnished under this Contract are genuine and free of malicious components, firmware and software.
- 4.10.2. The Contractor shall ensure that all equipment to be delivered are protected from malicious tampering and external intervention during storage and transportation up to the point of delivery. The Contractor shall ensure that specially marked packaging material is used to confirm that the package/pallets are untouched during such storage and transportation up to the point of its delivery to the Purchaser.
- 4.10.3. The Contractor shall confirm in the MDS, per item, that the items to be delivered have been checked for technical integrity and protected from malicious tampering.
- 4.10.4. The Contractor shall also identify in the MDS, per item, the identity of the supplier of the item and the identities of suppliers of major components thereof.
- 4.10.5. The Contractor shall allow and support ad-hoc spot checks and audits by the Purchaser of any of his supply chain security measures at any of the Contractor's locations and facilities used in the Contractor's supply chain relevant to this Contract.
- 4.10.6. The Purchaser reserves the right to reject any equipment delivered which does not conform to the description provided in the MDS or shows evidence of tampering. The Contractor shall replace such rejected goods at no cost to the Purchaser.
- 4.10.7. If requested, the Contractor shall provide a Supply Chain Security document to explain their end-to-end supply chain processes and all parties involved in the supply chain from original manufacturer until the delivery at Purchaser facility.

ANNEX A: TECHNICAL SPECIFICATIONS

The following minimum technical specifications shall be used for the equipment to be provided for the scope of activities defined in the SOW. The Contractor shall notify the purchaser of any updates or replacement of supplier equipment models or specifications.

- A.1.1 Wireless Access Point (Internal)
- A.1.2 End User Access Switch (Copper - PoE)
- A.1.3 End User Access Switch (Fibre) – TEMPEST C
- A.1.4 Fibre Patch Cable
- A.1.5 Copper Patch Cable
- A.1.6 IP Phones
- A.1.7 Rittal TS-IT Cable Duct
- A.1.8 Cable Labels
- A.1.9 DELL 10 Gb SFP+ SM LR 1310 Nm
- A.1.10 Modular Fibre Optic Enclosure panel 1U FHD
- A.1.11 Modular MTP-24 to 12x LC OS2 12 port FHD LC modules
- A.1.12 Modular MTP-24 to 12x OM4 12 port FHD LC modules
- A.1.13 10 mtr MTP Female 24 Fibre Type A OS2 SM 9/125 trunk cable
- A.1.14 10 mtr MTP Female 24 Fibre Type A OM4 MM 50/125 trunk cable
- A.1.15 1U Fibre adapter panel Blank plate

A.1.1 Wireless Access Point (Internal)

#	Item	Specification	Quantity
1.	Configuration	<ul style="list-style-type: none"> • Cisco AIR-AP2802i-E-K9 • 802.11ac Wave2 11x bundle 10APs boxes Access Points w/CA; 4x4:3; Int Ant; 2xGbE, E (CFG) • Standard Warranty 	Each

A.1.2 End User Access Switch (Copper - PoE)

#	Item	Specification	Quantity
1.	Configuration	<ul style="list-style-type: none"> • DELL 3148P PoE Switch • L3, PoE+, 48x 1GbE, 2x 10GbE, 2x 1100w AC PS • User Guide • Stack cable 	Each

#	Item	Specification	Quantity
		<ul style="list-style-type: none"> Power Cord, 250V, C14 to C15 Stacking Cable, 0.5m 	
2.	Support	<ul style="list-style-type: none"> Lifetime limited Warranty NBD 3 Year ProSupport NBD Onsite 3 Year ProSupport 7X24 HW/SW Tech Support 3 Year 	Each

A.1.3 End User Access Switch (Fibre) – TEMPEST C

#	Item	Specification	Quantity
1.	Configuration	<ul style="list-style-type: none"> DELL S3124F S3124F L3, 24x 1GbE, 1x AC PSU User Guide Stack cable 2x Power Supply 200W, S3124 Jumper cord 250V, 12A, 2 Meters, C13/C14 	Each
2.	Support	<ul style="list-style-type: none"> Lifetime limited Warranty NBD 3 Year ProSupport NBD Onsite 3 Year ProSupport 7X24 HW/SW Tech Support 3 Year 	Each

A.1.4 Fibre Patch Cable

#	Item	Specification	Quantity
1.	Configuration	<ul style="list-style-type: none"> OS2-9/125 SM LC-LC Patch Cable, 2M OS2-9/125 SM LC-LC Patch Cable, 3M OS2-9/125 SM LC-LC Patch Cable, 5M OS2-9/125 SM LC-LC Patch Cable, 10M OM4-50/125 MM LC-LC Patch Cable, 1M OM4-50/125 MM LC-LC Patch Cable, 2M OM4-50/125 MM LC-LC Patch Cable, 3M OM4-50/125 MM LC-LC Patch Cable, 5M 	Each

A.1.5 Copper Patch Cable

#	Item	Specification	Quantity
1.	Configuration	<ul style="list-style-type: none"> CAT6A S-FTM Patch Cable, 1M CAT6A S-FTM Patch Cable, 2M CAT6A S-FTM Patch Cable, 3M CAT6A S-FTM Patch Cable, 5M 	Each

A.1.6 IP Phones

#	PID	Minimum Requirements	Quantity
1.	Cisco CP-8841 Black	IP Phone	Each
2.	R-UCL-UCM-LIC-K9	Top Level SKU For 9.x/10.x User License - eDelivery	Each

#	PID	Minimum Requirements	Quantity
3.	LIC-UCM-11X-ENHP-A	UC Manager-11.x Enh Plus Single User License	Each
4.	CUCM-VERS-11.5	CUCM Software version 11.5	Each
5.	EXPWY-VE-E-K9	Cisco Expressway-E Server, Virtual Edition	Each
6.	LIC-EXP-AN	Enable Advanced Networking Option	Each
7.	EXPWY-VE-C-K9	Cisco Expressway-C Server, Virtual Edition	Each
8.	LIC-CUCM-11X-ENHP	UC Manager Enhanced Plus 11.x License	Each
9.	LIC-SW-EXP-K9	License Key Software Encrypted	Each
10.	LIC-EXP-GW	Enable GW Feature (H323-SIP)	Each
11.	LIC-EXP-TURN	Enable TURN Relay Option	Each
12.	LIC-EXP-DSK	Expressway Desktop Endpoint License	Each
13.	LIC-EXP-E	Enable Expressway-E Feature Set	Each
14.	SW-EXP-8.X-K9	Software Image for Expressway with Encryption, Version X12	Each
15.	LIC-EXP-E-PAK	Expressway Series, Expressway-E PAK	Each
16.	LIC-EXP-SERIES	Enable Expressway Series Feature Set	Each
17.	UCM-PAK	UCMPAK	Each
18.	UNITYCN11-K9	Unity Connection 11.x Software	Each
19.	CON-ECMU-UNITYCN1	SWSS UPGRADES Unity Connection 11.x Software	Each
20.	UNITYCN11-STD-USR	One Unity Connection 11.x User - All user Features-eDelivery	Each
21.	CON-ECMU-UNITCN0S	SWSS UPGRADES One Unity Connection 10.x 11.x Voice Messaging	Each
22.	LIC-SPCHVIEW-DEMO	SpeechView Unity Connection Demo for 50 users for 6 months	Each
23.	UNITYCN11-PAK	Unity Connection 11.x PAK	Each
24.	UCXN-11X-SC-PORTS	Unity Connection 11.x SpeechConnect Ports	Each
25.	LIC-UC-ENC	UC Encryption License	Each
26.	Cisco IP Phone 8841 Support	SNTPC-8X5XNBD Cisco UC Phone 8841	Each
27.	SW SUPPORT ENHANCED	SW SUPPORT ENHANCED Top Level SKU For 9.	Each

#	PID	Minimum Requirements	Quantity
	Top Level SKU For 9.		
28.	SW SUPPORT ENHANCED UC Manager-11.x Enhanced Single User-Und	SW SUPPORT ENHANCED UC Manager-11.x Enhanced Single User-Und	Each
29.	EMRGNCY RSPNDR 11.X PAK	EMRGNCY RSPNDR 11.X PAK	Each
30.	EMRGNCY RSPNDR USR LIC 1 PHN FOR NEW 11X SYSTEM	EMRGNCY RSPNDR USR LIC 1 PHN FOR NEW 11X SYSTEM	Each
31.	SW SUPPORT ENHANCED EMRGNCY RSPNDR USR LIC 1 PHN FOR NEW 11X	SW SUPPORT ENHANCED EMRGNCY RSPNDR USR LIC 1 PHN FOR NEW 11X	Each

A.1.7 Rittal TS-IT Cable Duct

#	Item	Specification	Quantity
1.	Type	<ul style="list-style-type: none"> Rittal TS-IT Cable duct, 47 HE TS-IT Frame (5502102) 	Each

A.1.8 Cable Labels

#	Item	Specification	Quantity
1.	Type	<ul style="list-style-type: none"> Brady LABEL, WIRE/CABLE, 38.1X.38.1MM, WHITE/TRANSPARENT, VINYL, THERMAL, ROLL=2500EA (7510SB0059573) 	Each

A.1.9 DELL 10 Gb SFP+ SM LR 1310 Nm

#	Item	Specification	Quantity
1.	Type	<ul style="list-style-type: none"> Hot-pluggable DELL 3000 Switch series SFP+ footprint Supports 9.95 to 10.5Gb/s bit rates Power dissipation < 1W RoHS-6 compliant (lead-free) Features <ul style="list-style-type: none"> SFP-10GLR-31 	Each

#	Item	Specification	Quantity
		<ul style="list-style-type: none"> Receiver limiting electrical interface Duplex LC connector Built-in digital diagnostic functions Industrial temperature range : -40°C to 85°C Single 3.3V power supply Maximum link length of 10km Uncooled 1310nm DFB laser 	

A.1.10 Modular Fibre Optic Enclosure panel 1U FHD

#	Item	Specification	Quantity
1.	Type	<ul style="list-style-type: none"> FHD Fiber Optic Modular Enclosure Panel could provide a flexible and modular system for managing fiber connections, and patching for all applications. This modular enclosure panel accommodates up to four FHD cassettes or panels within a one rack unit space. Features: <ul style="list-style-type: none"> Up to 96 fibers in 1U space. Fully integrated cable management bracket. Ensure signal integrity, proper cable routing. Fit standard EIA 19" rack rails. Compatible with all FHD series fiber adapter panels and cassettes. 	Each

A.1.11 Modular MTP-24 to 12x LC OS2 12 port FHD LC modules

#	Item	Specification	Quantity
1.	Type	<p>Features</p> <ul style="list-style-type: none"> High-density modular design, up to 96 fiber in 1U for efficient utilization. Pre-terminated cassette for improved reliability and quick deployment. High performance connectors to achieve a low loss optical budget. Plug-N-play modules allow fast installation of multiple fiber links. Offered in a wide range of performance and polarity configurations. The corning fiber compliant to Telcordia, EIA/TIA and IEC standards. 	Each

A.1.12 Modular MTP-24 to 12x OM4 12 port FHD LC modules

#	Item	Specification	Quantity
1.	Type	Features <ul style="list-style-type: none"> • High-density modular design, up to 96 fiber in 1U for efficient utilization. • Pre-terminated cassette for improved reliability and quick deployment. • High performance connectors to achieve a low loss optical budget. • Plug-N-play modules allow fast installation of multiple fiber links. • Offered in a wide range of performance and polarity configurations. • The corning fiber compliant to Telcordia, EIA/TIA and IEC standards. 	Each

A.1.13 10 mtr MTP Female 24 Fibre Type A OS2 SM 9/125 trunk cable

#	Item	Specification	Quantity
1.	Type	<ul style="list-style-type: none"> • 24 Fibers • Fiber Mode - Single mode: OS2 9/125µm • Fiber Brand Corning ClearCurve® multimode fiber and SMF-28® Ultra optical fiber • Connector Type MTP Female, Male; MPO Female, Male • Connector Brand US Conec MTP®, Senko MPO • Polarity Type A, • Cable Jacket Ratings • Plenum (OFNP) • Low Smoke Zero Halogen (LSZH) • Riser (PVC) • Cable Type Bunch • Color 	Each

A.1.14 10 mtr MTP Female 24 Fibre Type A OM4 MM 50/125 trunk cable

#	Item	Specification	Quantity
1.	Type	<ul style="list-style-type: none"> • Fiber Count 24 Fibers • Fiber Mode - Multimode: OM4 50/125µm, OM3 50/125µm • Fiber Brand Corning ClearCurve® multimode fiber and SMF-28® Ultra optical fiber 	Each

#	Item	Specification	Quantity
		<ul style="list-style-type: none"> Connector Type MTP Female, Male; MPO Female, Male Connector Brand US Conec MTP®, Senko MPO Polarity Type A, Cable Jacket Ratings Plenum (OFNP) Low Smoke Zero Halogen (LSZH) Riser (PVC) Cable Type Bunch 	

A.1.15 1U Fibre adapter panel Blank plate

#	Item	Specification	Quantity
1.	Type	<ul style="list-style-type: none"> Adapter Type LC/SC/MTP/Blank Polish Type SMF: UPC-UPC; APC-APC MMF: UPC-UPC Material of Plate 1.5mm SPCC (Black Coating) Dimensions (HxW) 4.29"x1.38" (109x35mm) Insertion Loss Supports the performance of connectors/patch cords Return Loss Supports single mode (UPC and APC) and multimode (UPC) connector polish performance 	Each