



**ΑΔΙΑΒΑΘΜΗΤΟ
ΚΑΝΟΝΙΚΟ**

ΕΛΛΗΝΙΚΗ ΔΗΜΟΚΡΑΤΙΑ
Μόνιμη Αντιπροσωπεία της Ελλάδος
στο NATO

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Βρυξέλλες, 06 Μαΐου 2022
Α.Π.: 2476

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

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

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

Διαβιβάζεται, συνημμένως, Αίτηση Υποβολής Προσφορών (Request for Quotation/RFQ), εν θέματι διαγωνιστικής διαδικασίας Basic Ordering Agreement (BOA), εκ μέρους NCIA, ως φιλοξενούντος έθνους.

Καταληκτική ημερομηνία εκδήλωσης υποβολής προσφορών ορίζεται η **13^η Μαΐου τ.έ., 14:00**

τ.ώ.

Τυχόν BOA ενδιαφερόμενοι δύνανται αναζητήσουν πληροφορίες μέσω καθοριζομένου σημείου επαφής (Point of Contact/POC, βλ. παρ. 9 αιτήσεως).

Παρακαλούμε για τις ενέργειές σας.

Λ Α Μ Π Ρ Ι Δ Η Σ

Συν. σελ.: 117 + 1 ηλεκτρονικό αρχείο φύλλων δεδομένων

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



Acquisition Directorate

Elif.Bailey@ncia.nato.int

Telephone: +32 (0)2 707 2259

NCIA/ACQ/2022/06766
29 April 2022

To: See Distribution List

From: The General Manager, NCI Agency

Subject: **Request for Quotation RFQ- CO-115658-AMDC2
Provision for Hardware for Extension of NATO Integrated Air Defence System (NATINADS) Capability to the Republic of Albania Final Operational Capability (FOC)**

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 Hardware for Extension of NATO Integrated Air Defence System (NATINADS) Capability to The Republic of Albania - Final Operational Capability (FOC).
2. **THE CLOSING TIME FOR SUBMISSION OF BIDS IN RESPONSE TO THIS REQUEST FOR QUOTATION IS 14:00 HOURS (BRUSSELS TIME) ON 13 MAY 2022.**
3. This Request for Quotation consists of the Bidding Instructions (Book I) and the Prospective Contract (Book II). The Prospective Contract contains the Schedules, Terms and Conditions of the Contract, as well as the Statement of Work. The Statement of Work sets forth detailed specifications governing the performance requirements of the Contract.
4. The overall security classification of this RFQ is "NATO UNCLASSIFIED".
5. You are requested to complete and return the enclosed acknowledgement of receipt within 7 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.
6. This Request for Quotation remains the property of the NATO Communication and Information Agency (NCI Agency) and shall be protected in accordance with the applicable national security regulations.
7. This Request for Quotation does not constitute either a financial or contractual commitment at this stage.
8. 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.
9. The NCI Agency Points of Contact for this procurement is Ms Cosmina lordachita, who can be contacted under Tel. +32 65 44 14 20 or e-mail: Cosmina.lordachita@ncia.nato.int and Elif.Bailey@ncia.nato.int.

For the Director of Acquisition:
Cosmina lordachita
Contracting Assistant



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

www.ncia.nato.int

RFQ- CO-115658-AMDC2

Subject: ACKNOWLEDGEMENT OF RECEIPT OF REQUEST FOR QUOTATION

We hereby advise that we have received Request for Quotation RFQ- CO-115658-AMDC2 on, together with all the enclosures.

Enclosures:

- RFQ-CO-115658-AMDC2 - Book I - Bidding Instructions
- RFQ-CO-115658-AMDC2 - Book I - Bidding Sheets
- RFQ-CO-115658-AMDC2 - Book II - Prospective Contract - Part I-II
- RFQ-CO-115658-AMDC2 - Book II - BOA General Terms and Conditions Part III
- RFQ-CO-115658-AMDC2 - Book II - Statement of Work - Part IV

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 (please find in return the RFQ documents/or Certificate of destruction).

Signature

Company

Address:

POC:

Tel.:

Fax:

E-mail:

**Distribution List for Request for Quotation
RFQ- CO-115658-AMDC2
NATO Delegations (Attn: Investment Committee Adviser):**

Albania	1
Belgium	1
Bulgaria	1
Canada	1
Croatia	1
Czech Republic	1
Denmark	1
Estonia	1
France	1
Germany	1
Greece	1
Hungary	1
Iceland	1
Italy	1
Latvia	1
Lithuania	1
Luxembourg	1
The Netherlands	1
Norway	1
Poland	1
Portugal	1
Romania	1
Slovakia	1
Slovenia	1
Spain	1
Turkey	1
United Kingdom	1
United States	1
NATO HQ	
NATO Office of Resources, <i>Attn: Capability and Implementation Branch</i>	1
Director, NATO HQ C3 Staff, <i>Attn: Executive Coordinator</i>	1
SACTREPEUR, <i>Attn: Investment Assistant</i>	1
Strategic Commands	
HQ SACT, <i>Attn: R&D Contracting Office</i>	1
ACO Liaison Office	1
NCI Agency – Internal Distribution	
ACQ	
Legal Office	1
Finance	1
COO NSIP	1
AMDC2 CSI Service Line Chief	1
AMDC2 CSI Project Manager	1
Registry (for distribution)	1
All NATEXs	
All Prospective Bidders	

RFQ- CO-115658-AMDC2

Subject: ACKNOWLEDGEMENT OF RECEIPT OF REQUEST FOR QUOTATION

We hereby advise that we have received Request for Quotation RFQ- CO-115658-AMDC2 on, together with all the enclosures.

Enclosures:

- RFQ-CO-115658-AMDC2 - Book I - Bidding Instructions
- RFQ-CO-115658-AMDC2- Book I - Bidding Sheets
- RFQ-CO-115658-AMDC2 - Book II - Prospective Contract - Part I-II
- RFQ-CO-115658-AMDC2 - Book II - BOA General Terms and Conditions Part III
- RFQ-CO-115658-AMDC2 - Book II - Statement of Work - Part IV

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 (please find in return the RFQ documents/or Certificate of destruction).

Signature

Company

Address:

POC:

Tel.:

Fax:

E-mail:

INVITATION FOR BID

RFQ-CO-115658-AMDC2

**Provision of Hardware For
Extension of NATO Integrated Air Defence System (NATINADS)
Capability to The Republic of Albania**

Final Operational Capability (FOC)



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 Hardware for Extension of NATO Integrated Air Defence System (NATINADS) Capability to the Republic of Albania Final Operational Capability (FOC).
- 1.2 The Prospective Contract (Book II) requires the selected Contractor to deliver Hardware for the Extension of NATINADS Capability to the Republic of Albania FOC project. This will be achieved within the framework of the contract resulting from this RFQ by means of performance of CLINs further defined in the SOW and summarised hereinafter as follows:

CLINs 1 to 9: Base Contract (Evaluated)
CLINs 10 to 14: Contract Options (Non Evaluated)
- 1.3 The Bidders are required to price all CLINs 1 through 14, nevertheless the price evaluation will be based on the total firm fixed price for all CLINs 1 through 9, and the Base Contract shall consist of CLINs 1 through 9 only.
- 1.4 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).
- 1.5 This Request for Quotation is issued in accordance with the Procedures Governing the Use of Basic Ordering Agreement 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 to the project as per 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.
- 1.6 The security of this Invitation for Bid is “NATO UNCLASSIFIED”.
- 1.7 This Request for Quotation will not be the subject of a public bid opening.
- 1.8 Award of the Contract will be made on a Firm Fixed Price Basis to the lowest priced, compliant Bidder.
- 1.9 The solicitation, evaluation and award processes will be conducted in accordance with the terms and conditions contained herein.
- 1.10 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 2.7 of Section II of the Bidding Instructions entitled "Requests for RFQ Clarifications".

- 1.11 The target date for contract award is June 2022.

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, NETHERLANDS, 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 The closing time for the electronic submission of bids in response to this IFB is Friday, May 13, 2022 at 14:00 Hours Central European Time (CET).
- 2.3.2 Bids shall be submitted to the following email address below:

Cosmina.lordachita@ncia.nato.int

2.4 LATE BIDS

- 2.4.1 Bids received at the NCIA e-mail address after the date and time indicated in paragraph 2.3.1 may not be eligible for award.
 - 2.4.1.1 Bids submitted electronically may be considered late unless the Bidder completes the entire transmission of the bid before the closing date and time for receipt of bids under this solicitation.
- 2.4.2 Consideration of Late Bid
 - 2.4.2.1 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 will only be considered for award under the following circumstances:
 - 2.4.2.1.1 A contract has not already been awarded pursuant to the IFB, and;
 - 2.4.2.1.2 The bid was sent to the correct email specified in paragraph 2.3.2 above, and;
 - 2.4.2.1.3 the delay was due solely to the fault of the Purchaser.

2.4.3 Receipt of an Unreadable Electronic Bid

- 2.4.3.1 If a bid received at the NCIA's facility by electronic data interchange is unreadable to the degree that conformance to the essential requirements of the solicitation cannot be ascertained, or due to Bidder's submission, in contravention of these bidding instructions, of electronic files that are encrypted or which contain passwords, the CO shall immediately notify the Bidder that the bid will be rejected unless the Bidder provides clear and convincing evidence:

- 2.4.3.1.1 of the content of the bid as originally submitted, and;
- 2.4.3.1.2 that the unreadable condition of the bid was caused by Purchaser software or hardware error, malfunction, or other Purchaser mishandling.
- 2.4.3.2 A bid that fails to conform to the above requirements may be declared noncompliant and may not be evaluated further by the Purchaser.
- 2.4.3.3 If it is discovered, during either the Administrative, Price or Technical evaluation, that the Bidder has submitted an unreadable electronic bid,

2.5 REQUESTS FOR EXTENSION OF BID CLOSING DATE

All questions and requests for extension of bid closing date must be submitted in writing by e-mail. Such questions shall be forwarded to the point of contact specified in paragraph 2.6 below 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 requests submitted after this time. Extensions to the bidding date are at the discretion of the Purchaser.

2.6 PURCHASER POINT OF CONTACT

The Purchaser points of contact for all information concerning this RFQ is:

NATO Communications and Information Agency
Boulevard Leopold III
1110 Brussels, Belgium

Attention: Ms Cosmina Iordachita
Tel: +32 65 44 14 20
E-mail: Cosmina.Iordachita@ncia.nato.int

2.7 REQUESTS FOR RFQ CLARIFICATIONS

- 2.7.1 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.
- 2.7.2 All questions and requests for clarification must be submitted in writing 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 2.6 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.

- 2.7.3 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.
- 2.7.4 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.
- 2.7.5 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.

2.8 REQUESTS FOR WAIVERS AND DEVIATIONS

- 2.8.1 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.
- 2.8.2 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 2.7 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.

2.9 AMENDMENT OF THE REQUEST FOR QUOTATION

- 2.9.1 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 2.7 above or may be an independent action on the part of the Purchaser.
- 2.9.2 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.

2.10 MODIFICATION AND WITHDRAWAL OF BIDS

- 2.10.1 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.

2.10.2 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.

2.10.3 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.

2.10.4 Except as provided in paragraph 2.11.4(b) below, a Bidder may withdraw his bid after Bid Opening only by forfeiture of the Bid Guarantee.

2.11 BID VALIDITY

2.11.1 Bidders shall be bound by the term of their bids for a period of 3 months starting from the Bid Closing Date specified at paragraph 2.3 above.

2.11.2 In order to comply with this requirement, the Bidder shall complete the Certificate of Bid Validity set forth in Annex B-3. Bids offering less than the period of time referred to above for acceptance by the Purchaser may be determined to be non-compliant.

2.11.3 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.

2.11.4 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.

2.11.5 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.

2.12 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

The Purchaser will endeavour to communicate answers to requests for clarification and amendments to this RFQ to the prospective bidders by the fastest means possible, including the use of e-mail where the firms have forwarded the necessary address information. All bidders are consequently strongly encouraged to provide accurate email addressing information and notify the Purchaser at the earliest practicable date should any changes occur.

2.14 NOTICE TO BIDDERS OF CONTRACT DISTRIBUTION AND DISCLOSURE OF INFORMATION

The resulting Contract is subject to release to the applicable NATO Resource Committee through the NATO Office of Resources (NOR).

The resulting Contract may be subject to release to (i) NATO Resource Committees for audit purposes (including audits carried out using third party companies- See Book II, Special Provisions Article entitled, “Notice of Authorized Disclosure of Information for Mandated NATO Third Party Audits by Resource Committees”; and (ii) to the customer holding a Service Level Agreement with the Agency related to this requirement, upon request from that customer.

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 Bid 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 complete electronic bid shall consist of three distinct and separated volumes described in the following subparagraphs. Detailed requirements for the structure and content of each of these packages are contained in these Bidding Instructions.
- 3.1.3.1 Part 1: Bid Administration Package (paragraph 3.2)
- 3.1.3.2 Part 2: Price Quotation (paragraph 3.3)
- 3.1.3.3 Part 3: Technical Proposal Package (paragraph 3.4)
- 3.1.4 Each part submitted shall comply with the below specifications:
- 3.1.4.1 Part I, Bid Administration - The e-mail content shall be as described in paragraph 3.2 below, with no password protection to the file and shall not be more than 20MB total per e-mail.
- 123456-ABC-Company Name–Part I–Admin
- 3.1.4.2 Part II, Price- The e-mail content shall be as described in paragraph 3.3 below, with no password protection to the file, and shall not be larger than 20MB total per e-mail.
- 123456-ABC -Company Name–Part II–Price
- 3.1.4.3 Part III, Technical- The e-mail content shall be as described in paragraph 3.4 below, with no password protection to the file, and shall not be larger than 20MB total per e-mail.
- 123456-ABC - Company Name- Part III-Technical
- 3.1.4.4 “Company Name” – In the subject line of the email, and in the names of the individual files, the name of the bidder shall be abbreviated to no more than 10 characters. For example, if a company's name is “Computer and Technology Research Company”, the company name could be shorted to “CTRC” in the email and file names.

- 3.1.4.5 Multiple emails may be submitted for each part if the content of the file(s) is larger than 20MB per email submission; however, each file must clearly identify the part number and the sequence to which it relates. For example: 123456-ABC - Company Name- Part III-Technical Part 1 of 4; 123456-ABC - Company Name- Part III-Technical Part 2 of 4 and so forth.
- 3.1.4.6 Acceptable File Formats
- 3.1.4.7 Unless otherwise directed, files can be submitted in Adobe pdf format.
- 3.1.4.8 The Purchaser does NOT accept hard copies of bids, CDs, thumb drives, or zip files.
- 3.1.5 Bidders shall classify their response in accordance with the classification of the RFQ.
- 3.1.6 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 PREPARATION OF THE ADMINISTRATIVE ENVELOPE (PART I)

- 3.2.1 In this Envelope the bidder shall include the signed originals of the certifications set forth in Annex B hereto, specifically:
 - (a) Annex B-1 CERTIFICATE OF LEGAL NAME OF BIDDER
 - (b) Annex B-2 CERTIFICATE OF INDEPENDENT DETERMINATION
 - (c) Annex B-3 CERTIFICATE OF BID VALIDITY
 - (d) Annex B-4 CERTIFICATE OF UNDERSTANDING
 - (e) Annex B-5 CERTIFICATE OF EXCLUSION OF TAXES, DUTIES AND CHARGES
 - (f) Annex B-6 ACKNOWLEDGEMENT OF RECEIPT OF RFQ AMENDMENTS (if applicable)
 - (g) Annex B-7 DISCLOSURE OF REQUIREMENTS FOR NCIA EXECUTION OF SUPPLEMENTAL AGREEMENTS
 - (h) Annex B-8 CERTIFICATION OF NATO MEMBER COUNTRY ORIGIN OF DELIVERED EQUIPMENT, SERVICES, MATERIALS AND INTELLECTUAL PROPERTY RIGHTS
 - (i) Annex B-9 COMPREHENSION AND ACCEPTANCE OF SPECIAL CONTRACT PROVISIONS AND GENERAL BOA PROVISIONS
 - (j) Annex B-10 SUPPLY CHAIN SECURITY SELF-ATTESTATION STATEMENT

3.3 PRICE QUOTATION (PART II)

- 3.3.1 The Purchaser has elected to include options. The performance of tasks and delivery of deliverables associated with these optional CLINs are subject to the unilateral exercise of the option(s) by the Purchaser. No obligation for the parties will arise until such formal exercise has been performed.
- 3.3.2 This package must contain the following documentation:
- 3.3.2.1 The electronic file “RFQ-CO-115658-AMDC2 - Book I - Bidding Sheets” submitted as part of this RFQ with all yellow areas filled in.
- 3.3.3 Bidders shall prepare their Price Quotation by completing the yellow highlighted section of the Bidding Sheets referred to above, in accordance with the instructions specified in Annex A-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.
- 3.3.4 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.
- 3.3.5 Bidders shall furnish Firm Fixed Prices for all required items, including all optional CLINs, in accordance with the format set forth in the Instructions for preparation of the Bidding Sheets. The Contract will be awarded for all CLINs, with CLINs 1 through 9 being the Base Contract and CLINs 10 through 14 being included as Firm Fixed Price Options to the Contract. These Options may be exercised at the sole discretion of the Purchaser as described in Book II Special Provisions.
- 3.3.6 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 are not permitted.**
- 3.3.7 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. The following order of precedence shall apply:
- (a) Electronic Submission
 - a. Digitally signed PDF copy of Bidding Sheets
 - b. Electronic (Excel) copy of Bidding Sheets

3.3.8 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 sheet and included with the Price Quotation.

3.3.9 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.

3.3.10 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.

3.3.11 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 2020 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

3.3.12 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.

3.3.13 When completing the Bidding Sheets, a price for each specified element needs to be supplied on each 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.

3.3.14 The Bidder shall furnish a firm fixed price proposal with fixed labour rates, per hour per year, for all proposed CLINs in this RFQ.

3.3.15 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.

3.4 PREPARATION OF THE TECHNICAL PROPOSAL (PART III)

3.4.1 Bidders shall submit their Technical Proposal in one PDF document containing the equipment's technical specification sheets in compliance with the technical specification addressed in the Statement of Work.

3.4.2 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.

3.4.3 The Bidder shall provide details of the warranty provision.

3.4.4 The Contractor shall provide the manufacturer's warranty for all material provided under this Contract.

4. 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 his 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 may cause the bid to be deemed non-compliant.
- 4.1.6 All bids will be evaluated strictly against the evaluation criteria and factors and shall only be evaluated on a comparative basis for the purpose of the Price Evaluation.
- 4.1.7 The Administrative Package of the Bids will be evaluated first. Bids that are declared administratively non-compliant may be rejected without further evaluation. Bidders whose bids were assessed as administratively non-compliant will be notified only if their proposal is evaluated as the lowest priced bid. Following evaluation for Administrative Compliance, the Price Proposals of all Bidders are opened and ranked lowest to highest, and subsequently the Technical Proposal of the lowest-priced Bidder is evaluated. The Bidder who has offered the lowest priced, technically compliant Bid will be offered the Contract for award.

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 the Bid Closing Date and Time,
 - (b) The Bid is packaged and marked properly, including electronic readability of all packages as detailed in paragraph 4.2.2.

- (c) Completeness and formal compliance of the Administrative Package with the provisions of this RFQ and submission of scanned originals of all required certificates.

4.2.2 Receipt of an unreadable electronic bid

4.2.2.1 If a bid received at the NCI Agency by electronic data interchange is unreadable to the degree that conformance to the essential requirements of the solicitation cannot be ascertained, the Contracting Officer shall immediately notify the Bidder that the bid will be rejected unless the Bidder provides clear and convincing evidence:

4.2.2.1.1 Of the content of the bid as originally submitted, and;

4.2.2.1.2 That the unreadable condition of the bid was caused by Purchaser software or hardware error, malfunction, or other Purchaser mishandling.

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

4.2.4 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 In order to determine the total lowest offered Evaluated Price, the Purchaser will convert all prices quoted into EUR for purposes of comparison. The exchange rate to be utilized 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.

4.3.2 The basis of price comparison shall be the total price offered for the Base Contract, i.e. CLINs 1 to 9. Optional CLINs 10 to 14 are non-evaluated options.

4.3.3 The Price Evaluation will be performed on the Price Proposal submitted in accordance with Paragraph 3.3.

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

- (a) Total Firm Fixed Price offered for all requested CLINs, including all optional CLINs, in the Bidding Sheets;

- (b) The Bid meets requirements for Price Realism;

- (c) Completeness and formal compliance of the Price Proposal with IFB provisions and Bidding Instructions.

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 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 If the Purchaser has reason to suspect that a Bidder has artificially debased its prices in order to secure contract award, the Purchaser will request clarification of the bid in this regard and the Bidder shall provide explanation on one of the following bases:

- (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 4.4.3(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 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 4.4.3 (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 indicates for each item identified in the SSS (Schedule of Supplies and Services) whether the proposed equipment satisfies the SoW requirements.
- b) The Bid provides details of the warranty provision.
- c) The Bid provides the manufacturer's warranty for all material provided under this Contract.

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

RFQ-CO-115658-AMDC2
Book I – Bidding Instructions

ANNEX A – BIDDING SHEETS

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

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Annex A-1 Bidding Sheets

(see separate Excel file, “RFQ-CO-115658-AMDC2 - Book I - Bidding Sheets”)

Annex A-2 Instructions for the preparation of bidding sheets

1. Bidders are required, in preparing their Price Quotation to utilise the Bidding Sheets following the instructions detailed in Section III – Bid Preparation Instructions and hereunder. Input cells are colour coded YELLOW. Modify other cells as required and in accordance with the instructions below.
2. The prices entered on the Bidding Sheets shall reflect the total items required to meet the contractual requirements.
3. The total price shall be indicated in the appropriate columns and in the currency quoted.
4. The total evaluated price shall be the price of the **Base Contract**.
5. 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.
6. 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. 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. Prices shall not include any provision for taxes or duties, for which the Purchaser is exempt.
8. For the CLINs where column E is populated, the indicated hardware specification is mandatory. The Bidders are not allowed to propose alternative hardware that deviates from the mandatory specifications.
9. For the CLINs where column F is populated, the part numbers indicate the minimum hardware specification to meet. The Bidders are allowed to propose items equivalent in Fit, Form and Function; provided that the proposed items match or surpass the indicated hardware specification.

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

RFQ-CO-115658-AMDC2
Book I – Bidding Instructions

ANNEX B - CERTIFICATES

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

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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 _____

E-MAIL ADDRESS _____

FAX NO: _____

BOA NO: _____

POINT OF CONTACT:
REGARDING THIS BID: NAME: _____

POSITION: _____

TELEPHONE: _____

E-MAIL ADDRESS: _____

ALTERNATIVE POINT OF CONTACT:
NAME: _____

POSITION: _____

TELEPHONE: _____

E-MAIL ADDRESS: _____

DATE

SIGNATURE OF AUTHORISED REPRESENTATIVE

PRINTED NAME

TITLE

Annex B-2. CERTIFICATE OF INDEPENDENT DETERMINATION

1. Each Bidder shall certify that in connection with this procurement:
 - a. This 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 this 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.

2. Each person signing this Bid shall also certify that:
 - a. He is the person in the Bidder's organisation responsible within that organisation for the decision as to the bid and that he has not participated and will not participate in any action contrary to 1(a) through 1(c) above, or
 - b. (i) He is not the person in the Bidder's organisation responsible within that organisation for the bid but that he has been authorised in writing to act as agent for the persons responsible for such a decision in certifying that such persons have not participated, and will not participate in any action contrary to 1(a) through 1(c) above, and as their agent does hereby so certify, and
 - (ii) He has not participated and will not participate in any action contrary to 1(a) through 1(c) above.

.....
Date

.....
Signature of Authorised Representative

.....
Printed Name and Title

.....
Company

Annex B-3. 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 three (3) months from the Bid Closing Date of this Request for Quotation.

.....
Date

.....
Signature of Authorised Representative

.....
Printed Name and Title

.....
Company

Annex B-4. CERTIFICATE OF UNDERSTANDING

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.

I also certify to the best of my expert knowledge that this Bid is within the "state of art" boundaries as they exist at the time of bidding for this project.

.....
Date

.....
Signature of Authorised Representative

.....
Printed Name and 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 and Title

.....
Company

Annex B-6. ACKNOWLEDGEMENT OF RECEIPT OF RFQ AMENDMENTS

I confirm that the following Amendments to RFQ- CO-115658-AMDC2 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 and Title

.....
Company

**Annex B-7. DISCLOSURE OF REQUIREMENTS FOR NCIA EXECUTION
OF SUPPLEMENTAL AGREEMENTS**

I, the undersigned, as an authorised representative of(*Company Name*), certify the following statement:

1. All supplemental agreements, defined as agreements, documents and/or permissions outside the body of the Contract but required by my Government, and the governments of my sub-Contractors, to be executed by the NCIA as a condition of my firm’s performance of the Contract, have been identified, as part of the Bid.

2. These supplemental agreements are listed as follows:

3. Examples of the terms and conditions of these agreements are attached hereto. 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, see.....(*complete, if any*). 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.

4. 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), see(*complete, if any*).

5. 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 NCIA to determine the submitted bid to be non-compliant with the requirements of the RFQ;

6 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 and Title

.....
Company

**Annex B-8. CERTIFICATION OF NATO MEMBER COUNTRY ORIGIN OF
DELIVERED EQUIPMENT, SERVICES, MATERIALS AND INTELLECTUAL
PROPERTY RIGHTS**

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 provided 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 Contractor to firms, individuals or governments other than within the NATO member countries.

.....
Date

.....
Signature of Authorised Representative

.....
Printed Name and Title

.....
Company

*This definition purposely excludes components and/or parts (as defined in AcodP-1), which are not subject to this certification.

**Annex B-9. COMPREHENSION AND ACCEPTANCE OF SPECIAL
CONTRACT PROVISIONS AND GENERAL BOA 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.

.....
Date

.....
Signature of Authorised Representative

.....
Printed Name and Title

.....
Company

**Annex B-10. SUPPLY CHAIN SECURITY SELF-ATTESTATION
STATEMENT**

[Name Contractor]

I hereby as [Contractor] affirm that the security of the supply chain for Commercial off the Shelf communication and information systems security enforcing products [...] has been assessed and assessed against the requirements attached hereto named 'Vendor Specific Requirements for Supply Chain Security' "

I endorse this supply chain security statement for the product [...], which covers the following items:

- Supply Chain Security Program Governance
- Security in Manufacturing and Operations
- Security in Logistics
- NATO Information Protection
- Vendor Physical and Personnel Security
- Security in Service Management
- Security in Incident Management
- 3rd Party Supplier Management

I can supply supporting evidence if required.

Date

Signature of Authorised Representative

Printed Name

Title

Company

Annex B-10bis Vendor Specific Requirements for Supply Chain Security

Annex A-3 Supply Chain Security Program Governance

- 3.1. The vendor of Security Enforcing product shall implement a governed supply chain security program.
- 3.2. This area of security governance describes the practices for a CIS product vendor’s overall governance for Supply Chain security and compliance. The program shall cover the following issues:
 - 3.2.1. Governance model:
 - 3.2.1.1. Clearly defining Roles and responsibilities
 - 3.2.1.2. Taking into account key third party vendor and their Supply chain security conformance
 - 3.2.2. Security policies, standards and procedures:
 - 3.2.2.1. Include supply chain security issues in their quality baseline, especially dealing with delivery and manufacturing issues;
 - 3.2.2.2. Maintain a supplier management procedure in their quality baseline;
 - 3.2.2.3. Security incident response procedures
 - 3.2.2.4. Define supply chain security self-assessment and internal audit processes.
- 3.3. The vendor, to improve its practices, should:
 - 3.3.1. Develop and implement a Supply Chain security program including roles and responsibilities, with identifying clearly 3rd Party vendor.
 - 3.3.2. Conform with existing standard and practices like Assurance Life Cycle (ALC) assurance requirements of ISO/IEC 15408, Informational technology – Security techniques – Evaluation criteria for IT security
 - 3.3.3. Develop its policies to manage Supply Chain security risks in the following areas:
 - 3.3.3.1. Manufacturing and service operations
 - 3.3.3.2. Implementation control and validation processes
 - 3.3.3.3. Scrap management processes
 - 3.3.3.4. Cyber threat and vulnerability management
 - 3.3.3.5. Anomaly detection and investigation
 - 3.3.3.6. Counterfeit mitigation, integrity and trapping
 - 3.3.3.7. Compliance management to manufacturing specification note
 - 3.3.3.8. Conduct short-periodic assessments by independent third parties against supply chain security leading practices to identify potential gaps

Annex A-4 Security in Manufacturing and Operations

- 4.1. The governed supply chain security program shall address security in manufacturing and operations.
- 4.2. The area of security in manufacturing and operations describes the practices to protect against Supply Chain security threats and risks in manufacturing operations. It shall address, at least, the following:
 - 4.2.1. Security of production platform

- 4.2.2. Security in Inventory Management
- 4.2.3. Segregation of Duties
- 4.2.4. Tracking and Accountability
- 4.2.5. Scrap Management
- 4.2.6. Tampering and Malicious Modification
- 4.2.7. Counterfeit Mitigation

4.3. The CIS product vendor, to improve its practices, should:

- 4.3.1. Implement controls to manage access to material inventory within the production environment.
- 4.3.2. Maintain accounting of inventory throughout the production lifecycle.
- 4.3.3. Maintain inventory tracking documentation and/or information for an appropriate agreed time period.
- 4.3.4. CIS equipment/components should be marked with one or more markers such as company logo, forgery-proof part number to prevent counterfeiting.
- 4.3.5. Implement applicable separation of duties controls to limit opportunities for counterfeiting, malicious modification and tampering.
- 4.3.6. Scrap should be tracked and controlled until destroyed or deemed unusable.

Annex A-5 Security in Logistics

5.1. The governed supply chain security program shall address security in logistics.

5.2. The area of security in logistics describes the practices to protect against security threats and risks during storage and distribution of software, components and products through the Supply Chain. It shall address, at least, the following:

- 5.2.1. Packaging Security
- 5.2.2. Transportation Security, including tampering detection
- 5.2.3. Secured Warehousing and Storage,

5.3. The CIS product vendor, to improve its practices, should:

- 5.3.1. Ensure anonymity of client by implementing technical mechanism that doesn't require to show human-readable or direct information about client (example given: bar- code...).
- 5.3.2. Implement a control policy for each equipment/component before their packaging.
- 5.3.3. Ensure robust tamper detection by advanced mechanism (seal, secure packaging...).
- 5.3.4. Implement anti-tamper mechanisms
- 5.3.5. Store proprietary material in an access controlled area.
- 5.3.6. Uniquely identify all shipped components using valid identification and tracking techniques (e.g., serial numbers, date codes, license labels).

Annex A-6 NATO Procurement and Sustainment Information Protection

- 6.1. The governed supply chain security program shall address NATO procurement and sustainment information protection.
- 6.2. This area addresses the protection of all NATO information handled during the operation of the CIS product and all the services linked to its usage. It covers Information related to the support service and the hotline involved in the maintenance of the product during the sustain phase; Information required by an ancillary service, like signature pushing, necessary for the correct operation of the product and any residual information in equipment handled all along the sustain and end-of-life phases and scrap management The vendor shall address these issues by:
 - 6.2.1. Using of cryptographic mechanisms and products to protect sensitive information exchanged ;
 - 6.2.2. Setting up Information access controls
 - 6.2.3. Enforcing a network security policies regarding confidentiality consistent with the sensitivity data handled, which may include parameters for use of third party cloud service providers
- 6.3. The CIS product vendor, to improve its practices, should:
 - 6.3.1. Secure and control NATO and procurement and sustainment information in a manner such that:
 - 6.3.2. it limits the use for intended purpose;
 - 6.3.3. Limits the access to authorized personnel compliancy with need-to-know concept and cleared at the appropriate NATO level;
 - 6.3.4. Ensures segregation from that of other customers (e.g. separate information system customer directories).
 - 6.3.5. Ensure confidentiality of information during storage, scrapping and while in transit, using techniques as permitted by NATO directives.
 - 6.3.6. Implement all procedures and technical measures to prevent leakage of NATO procurement and sustainment information;
 - 6.3.7. Ensure anonymization or confidentiality of shipping and information gathered during the support and maintenance phases;
 - 6.3.8. Periodically have access control procedures, including visitor access, and all technics used to prevent leakage of information audited by independent control office.
 - 6.3.9. Ensure confidentiality of design and development information that could jeopardize product security.

Annex A-7 Vendor Physical and Personnel Security

- 7.1. The governed supply chain security program shall address vendor physical and personnel security.
 - 7.1.1. This area of personnel security describes the practices to protect NATO's operational or business confidential information when employees and contractors have physical access to such information on Vendor premises. It shall address, at least, the following:

- 7.1.1.1. Physical Access Controls and Monitoring, in compliance with NATO directive protection of such a confidential information at proper level
- 7.1.1.2. Security training and awareness, in compliance with NATO directive on protection of such a confidential information at proper level
- 7.1.2. The CIS product vendor, to improve its practices, should:
 - 7.1.2.1. Implement applicable physical access controls for entering as well as exiting facilities.
 - 7.1.2.2. Periodically have development and loading premises, including all remote network access point audited by independent control office
 - 7.1.2.3. Periodically review and update physical access entitlement and privilege. This review should be based on employee background, adjusting the roles.
 - 7.1.2.4. Deploy periodic security awareness campaigns and training to all personnel addressing the following areas, as applicable:
 - 7.1.2.4.1. Security and information protection practices against social engineering, phishing, malware etc.
 - 7.1.2.4.2. Information systems access
 - 7.1.2.4.3. Security incident detection and reporting
 - 7.1.2.4.4. Response to burglary, robbery and in-transit theft
 - 7.1.2.4.5. Visitor access and challenging un-identified persons or vehicles
 - 7.1.2.4.6. Management and disposal of scrap
 - 7.1.2.4.7. Detection of counterfeit items and malicious modification

Annex A-8 Security in Service Management

- 8.1. The governed supply chain security program shall address security in service management.
 - 8.1.1. This area of service management describes the practices to continue to securely deliver support and ancillary services required for the security product to be operated - e.g. online services like signature server - and maintained – e.g. online update server - in an event of a service disruption. It shall address, at least, the following:
 - 8.1.1.1. Security in Business Continuity Planning issues;
 - 8.1.1.2. Business Continuity Plan Testing procedures;
 - 8.1.1.3. Activity Recovery Plan.
 - 8.1.2. The CIS product vendor, to improve its practices, should:
 - 8.1.2.1. Implement security controls as part of business continuity efforts (e.g., processes, location) to ensure confidential information is protected during periods of disruption.
 - 8.1.2.2. Implement vulnerability survey, both from customers and open sources.
 - 8.1.2.3. Post-sale services and configuration support

- 8.1.2.4. Test business continuity plans for security periodically and update them based on the results of the testing.

Annex A-9 Security in Incident Management

- 9.1. The governed supply chain security program shall address security in incident management.
 - 9.1.1. This area of security incident management describes the practices to establish and implement a robust incident management process to identify, document and resolve security incidents. It shall address, at least, the following:
 - 9.1.1.1. Incident handling and response procedures
 - 9.1.2. The CIS product Vendor should:
 - 9.1.2.1. Establish capabilities to identify and respond to security incidents.
 - 9.1.2.2. Assign roles and responsibilities to personnel, including response procedures, to manage security incidents effectively.
 - 9.1.2.3. Review incident response plan periodically and update based on evolving security risks and threats.
 - 9.1.2.4. Vulnerability review and impact analysis on CIS product facilities.
 - 9.1.2.5. Implement analysis of 0-day incidents, including their impact on the supply chain.

Annex A-10 3rd Party Supplier Management

- 10.1. The governed supply chain security program shall address 3rd party supplier management.
 - 10.1.1. This area of 3rd party security describes making multiple tiers of suppliers to a CIS product vendor to NATO aware of all applicable security practices. The prior vendor shall ask to their 1st tier of underlying suppliers/partners for an assessment of the suppliers' supply chain security expressing compliance to this directive. Direct vendors to NATO should make Supply chain security statement of their underlying suppliers available to the contracting authorities.
- 10.2. Direct vendors to NATO should provide 3rd party suppliers with this directive and make them aware of its content, both requirements and recommended practices.

NATO UNCLASSIFIED

BOOK II

PROSPECTIVE CONTRACT

RFQ- CO-115658-AMDC2

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



NATO UNCLASSIFIED

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

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

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

PART I – SCHEDULE OF SUPPLIES AND SERVICES

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

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

Book II - Part II - Page 4 of 16

PART II – CONTRACT SPECIAL PROVISIONS

ARTICLE 1. DEFINITIONS

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

ARTICLE 2. ORDER OF PRECEDENCE

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

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

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

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

ARTICLE 4. PARTICIPATING COUNTRIES

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

ARTICLE 5. SCOPE OF WORK

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

ARTICLE 6. SUB-CONTRACTS

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

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

ARTICLE 7. FIRM FIXED PRICE

- 7.1. This is a Firm Fixed Price Contract. Firm Fixed Prices are established for the supplies and services defined in Part I - Schedule of Supplies and Services, CLINs 1 through 9.
- 7.2. The Purchaser assumes no liability for costs incurred by the Contractor in excess of the stated Firm Fixed Price except as provided under other provisions of this Contract.
- 7.3. The Total Contract price is inclusive of all expenses related to the performance of the present contract.
- 7.4. The Total Contract price in this Contract is Delivered Duty Paid (INCOTERMS 2020).

ARTICLE 8. OPTIONS

- 8.1. CLINs 10 through 14 are optional and are available for unilateral exercise by the Purchaser at any time and in any combination from Effective Date of Contract (EDC) until the deadline being EDC + 9 weeks.
- 8.2. This unilateral exercise shall be via a formal contract amendment, effective on the date of Purchaser signature, and communicated in accordance with Article 12. In no event shall the Contractor engage in the performance of any options or part thereof without the written consent of the Purchaser Contracting Authority.
- 8.3. This ARTICLE 8 does not create an obligation on the part of the Purchaser to exercise any Option(s).

ARTICLE 9. COMPREHENSION OF CONTRACT AND SPECIFICATIONS

- 9.1. The Contractor warrants that he has read, understood and agreed to each and all terms, clauses, specifications and conditions specified in the Contract and that this signature of the Contract is an acceptance, without reservations, of the said Contract terms within their normal and common meaning.
- 9.2. The specifications set forth the performance requirements for the Contractor's proposed work as called for under this Contract. Accordingly, notwithstanding any conflict or inconsistency which hereafter may be found between achievement of the aforesaid performance requirements and adherence to the Contractor's proposed design for the work, the Contractor hereby warrants that the work to be delivered will meet or exceed the performance requirements of the said specifications.

- 9.3. The Contractor hereby acknowledges that he has no right to assert against the Purchaser, its officers, agents or employees, any claims or demands with respect to the aforesaid specifications as are in effect on the date of award of this Contract.
- 9.4. Based upon impossibility of performance, defective, inaccurate, impracticable, insufficient or invalid specifications, implied warranties of suitability of such specifications, or otherwise derived from the aforesaid specifications, and hereby waives any claims or demands so based or derived as might otherwise arise..
- 9.5. Notwithstanding the “Changes” clause of the BOA or any other clause of the Contract, the Contractor hereby agrees that no changes to the aforesaid specifications which may be necessary to permit achievement of the performance requirements specified herein for the Contractor’s proposed work shall entitle the Contractor either to any increase in the firm fixed price as set forth in this Contract or to any extension of the delivery times for the work beyond the period of performance in the Schedule of Supplies and Services.

ARTICLE 10. PLACE AND TERMS OF DELIVERY

- 10.1. Deliverables under this Contract shall be delivered DDP (Delivered Duty Paid) in accordance with the International Chamber of Commerce INCOTERMS 2020 to the destination(s) and at such times as set forth in the Schedule of Supplies and Services. The Contractor shall note that the Purchaser is exempt from customs duties and VAT.

ARTICLE 11. QUALITY ASSURANCE

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

ARTICLE 12. INSPECTION AND ACCEPTANCE

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

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

ARTICLE 13. TITLE AND RISK OF LOSS

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

ARTICLE 14. CHANGES

- 14.1. The Purchaser may at any time, by written order designated or indicated to be a change order, and without notice to the sureties, if any, make changes within the scope of any Contract or Task Order, as described in the "Changes" clause of the NCI Agency Basic Ordering Agreement, General Provisions.
- 14.2. Except as otherwise provided for in this Contract, prices quoted for the changes, modifications, etc. shall have a minimum validity period of 3 months from submission.

ARTICLE 15. CONTRACT ADMINISTRATION

- 15.1. The Purchaser reserves the right to re-assign this contract to a representative(s) for administrative purposes, in whole or in part, provided that the Purchaser shall always be responsible for his obligations under the contract and for actions or lack of actions of its assigned administrator. The Purchaser undertakes to advise the Contractor in writing whenever this right is to be exercised.
- 15.2. All notices and communications between the Contractor and the Purchaser shall be written and conducted in the English language. Contract modifications

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

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

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

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

15.6. Official Points of Contact:

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

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

ARTICLE 16. LIQUIDATED DAMAGES

16.1. If the Contractor fails to

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

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

ARTICLE 17. WARRANTY

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

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

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

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

ARTICLE 18. INVOICES AND PAYMENT

- 18.1. This article replaces Clause 11 – “Invoices” of Part II BOA General Terms and Conditions:
- 18.2. Following Purchaser acceptance, in writing, payment for supplies and services furnished shall be made in the currency specified for the relevant portion of the Contract.
- 18.3. The term of the Contract may not be exceeded without prior approval of the Purchaser. In no case will the Purchaser make payment above the total of the corresponding CLINs.
- 18.4. No payment shall be made with respect to undelivered supplies; works not performed, services not rendered and/or incorrectly submitted invoices.

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

ARTICLE 19. FORCE MAJEURE CLAUSE

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

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

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

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

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

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

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

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

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

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



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

R F Q - C O - 1 1 5 6 5 8 - A M D C 2

B A S I C O R D E R I N G A G R E E M E N T
G E N E R A L T E R M S A N D C O N D I T I O N S

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

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BASIC ORDERING AGREEMENT WITH NCI AGENCY

[COMPANY] (Company) and NATO COMMUNICATIONS AND INFORMATION AGENCY (NCI Agency) represented by the General Manager agree that the Terms and Conditions contained in this Agreement ("Agreement"), shall govern the sale or licensing of Products and 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 the current member countries of the North Atlantic Treaty.

This Agreement establishes the Terms and Conditions under which Products and 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 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 -- Preferred Customer Certificate
- Exhibit B -- Authorisation for NATO Contractors to use BOA
- Exhibit C -- Task Order (Template)

Company and NCI Agency have read this Agreement, understand it, and agrees to be bound by its Terms and Conditions. NCI Agency and Company further agrees 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 NCI Agency 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.

NCI AGENCY
Boulevard Leopold III
B-1110 Brussels, Belgium

[Company Name]
[ADDRESS]

Title:

Title:

Date:

Date:

PART I - SPECIAL PROVISIONS

1. TERM

- 1.1 This Agreement shall become effective (the "Effective Date") upon the date of last signature by the Parties. It will automatically expire after 3 (three) years from the signature date. Should either Party wish to terminate the Agreement, it has to communicate to the other Party in written form its intention with 30 (thirty) days notice.
- 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, the Director of Acquisition or the Chief of Contracts of NCI Agency and any designated representative of an Eligible Purchaser.
- 2.3 "Contractor" means any entity working on a project for any Eligible Purchaser.
- 2.4 "Deliverable" means any and all goods (including movable and immovable goods) to be delivered pursuant to the terms of this Contract including, without limitation components, intermediate assemblies, parts, end products, hardware, documentation, data, software.
- 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 "Governmental Agency" means any governmental agency, including military forces, of a NATO Member Nation.
- 2.8 "Member Nation" means any of the Member Nations of NATO.
- 2.9 "NATO" means the North Atlantic Treaty Organisation.

- 2.10 "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.
- 2.11 "Order" means any instrument/document, e.g. Purchase Order or Task Order, used for the procuring of Products and/or Services under this Agreement.
- 2.12 CompanyCompanyCompany"Parties" means NCI Agency and Company.
- 2.13 "Partnership for Peace (PfP) Countries" means those countries who are signatories to the Partnership for Peace Agreement dated 10 January 1994.
- 2.14 "Products" means Hardware, Software, Facilities, People and underlying processes.
- 2.14.1 "Hardware" means the tangible mechanical, magnetic, electronic, and electrical components of Products.
- 2.14.2 "Software" shall mean each software program provided by Company in machine readable, object, printed or interpreted form.
- 2.14.3 "Facilities" means premises and their furnished equipment.
- 2.14.4 "People" means manpower supplied as temporary personnel.
- 2.15 "Services" means all items included in the 'List of Product and Services Categories considered for BOA Application' of the relevant 'Procedures governing the use of Basic Ordering Agreements (BOAs)' version.
- 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 All NATO Bodies
- 3.1.2 Governmental Agencies of NATO Member Nations as per 2.8 above
- 3.1.3 Contractors performing work on behalf of the categories mentioned in 3.1.1 and 3.1.2 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 NCI Agency and Company.

4. ORDERING PROCEDURE

- 4.1 All Orders under this Agreement shall contain, as a minimum, the information detailed in Exhibit C, and shall be subject to acceptance by Company.

4.1.1 Orders may be placed with Company for the Products and/or Services identified in the BOA Categories of Products and Services List. Orders may be placed hereunder for Products and/or Services not included herein, subject to determination of availability and price by Company.

4.1.2 Company accepts that NCI Agency shall not be liable in any form for any Order issued and concluded between a Purchaser, other than by NCI Agency 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 NCI Agency 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 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 Services' prices shall be quoted as firm rates per particular time units by labour category in accordance with Exhibit A pricing practices as disclosed and agreed to by NCI Agency or any other Eligible Purchaser.

- 6.2 All Product prices are quoted DDP 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 Hardware against defects in workmanship of materials for two (2) years from the date of either shipment or Company-performed installation. The Purchaser should return the Hardware Company 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 each Software delivered will conform to all requirements specified in the Order. This will also include Software design specifications, including software configuration. Regardless of the Purchaser initiation of or participation in developing Software design or specifications, each Software delivered under this Contract will conform to the essential Performance requirements set forth in this Contract, as those essential Performance requirements measured, tested, and verified by tests and procedures set forth in the Order. For each Software delivered the Contractor Warranties shall extend to all defects discovered within 12 months from the date of acceptance of the Software by the Purchaser.
- 7.3 People Warranty. Company warrants to provide professional Temporary personnel, qualified as specified in the Order. Should the person(s) be unable or unwilling to perform the tasks specified in the Order, as determined by the Purchaser or his authorized representative within a reasonable timeframe, the Company warrants to provide a suitable replacement within *[specify period]* days.

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 Services shall be specified on each 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 NCI Agency 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:
e-mail: |

NCI Agency:

Name:
Title:
NCI Agency – Acquisition Directorate
NATO HQ
Boulevard Léopold III
B-1110 Brussels
Belgium
Tel: +32 2 707
E-Mail:

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 any item of Hardware, material, document, technical data, information and Software or any other item of property furnished by the Purchaser to the Contractor required or useful for the performance of the Task Order.
- 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 OF DELIVERABLES

- 7.1 Unless otherwise specifically provided for in the Order, all Deliverable Products covered by this Agreement, shall be compliant with appropriate professional standards and fit for the purposes intended. Hardware, 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 Products 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.
- 7.3 No representative, 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 a Purchaser representative shall not relieve Company from any of the requirements of this Agreement.
- 7.5 In the event that any Deliverable Products 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 Deliverables, 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. Products 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 Products, the Purchaser either:

7.5.1 may by Order or otherwise return, replace or correct such Products 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 Products within the delivery schedule, the Purchaser may require the delivery of such Products 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 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 Products 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 Products shall be made as promptly as practicable after delivery, except as otherwise provided in the Order, but failure to inspect and accept or reject Products shall neither relieve Company from responsibility for such Products 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 Products 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 Deliverable Products shall take place when the Purchaser confirms acceptance of the Products 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 Products 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 Products into use subject to 10.4 of the Special Provisions;

7.9.2 The Purchaser has not exercised its right of rejection of the Products within any period specified for that purpose in 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. INSPECTION, ACCEPTANCE AND REJECTION OF SERVICES

8.1 Unless otherwise specifically provided for in the Order, all Services covered by this Agreement, shall be provided in a professional manner consistent with industry standards and specific Key Performance Indicators in the Order, if any.

8.2 The Purchaser has the right to inspect and test all Services called for by the Order, to the extent practicable at all places and times during the term of the Order. The Purchaser shall perform inspections and tests in a manner that will not unduly delay the work.

8.3 If any of the Services performed do not conform with 8.1 above and/or any other Order requirements, the Purchaser may require the Contractor to perform the Services again in conformity with such requirements, for no additional fee. When the defects of Services in design, material, workmanship or manufacturing quality, or otherwise not in conformity with the

requirements of the Order, cannot be corrected by reperformance, the Purchaser may—

8.3.1 Require the Contractor to take necessary action to ensure that future performance conforms to Order requirements; and

8.3.2 Reduce any fee payable under the Order to reflect the reduced value of the Services performed.

8.4 If the Contractor fails to promptly perform the Services again or take the action necessary to ensure future performance in conformity with Order requirements, the Purchaser may—

8.4.1 By Order or otherwise, perform the Services and reduce any fee payable by an amount that 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”; or

8.4.2 Terminate the contract for default as provided in the clause of this Agreement entitled “Termination for Default”.

8.5 Acceptance of Services shall take place when the Purchaser confirms their acceptance 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 Services without prejudice to any other remedies, when the Purchaser has not exercised its right of rejection of the Services within any period

8.6 The Contractor shall provide and maintain an inspection system acceptable to the Purchaser covering the Services under this contract. Complete records of all inspection work performed by the Contractor shall be maintained and made available to the Purchaser during contract performance and for as long afterwards as the Order requires.

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 3 (three) 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. It is the Company's responsibility to ensure a responsible officer is designated.

[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 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 electronically by Company to accountspayable@ncia.nato.int, or another mutually agreed manner, and shall contain: BOA number, Order number (if any), description of Products and/or Services, 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 COTS;
 - 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
- 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 30 (thirty) 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 30 (thirty) 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 authorized 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 20 (twenty) 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 90 (ninety) 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 90 (ninety) 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 par. 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 30 (thirty) 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 NCI Agency 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 30 (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 15 (fifteen) days following the expiration of the first period of 30 (thirty) days, or should the two arbitrators be unable to agree on the choice of the third member of the Arbitration Tribunal within 30 (thirty) days following the expiration of the said first period, the appointment shall be made, within 21 (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 NCI Agency, 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 Products 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, Products or Services similar to those so terminated, and Company shall be liable to the Purchaser for any excess costs for such similar Products 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 Products 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 Products, and

19.4.2 such partially completed Products 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;

19.4.3 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 Products 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 Products 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 for 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 Products or Services 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 45 (forty-five) 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 Products or Services 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 Products 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 Products or Services 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 Products 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 Products 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 Products, or out of the use or disposal by or for the account of the Purchaser of such Products or Services. 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 Products 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 Products 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 45 (forty-five) days from the date Company has knowledge or should have had knowledge of the facts on which it bases its claim;

23.2.2 3 (three) 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 Products 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 other Products 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 Companys data including, but not limited to change(s) in name, ownership, address, and other changes of similar nature, Company is obliged to inform NCI Agency 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 NCI Agency Point Of Contact (POC), indicated in Clause 10 - Miscellaneous of the Part I - Special Provisions of the BOA.
- 32.3 In case if NCI Agency becomes aware of the change(s) described in para 1 above from any other source than official registered letter received from the Company, NCI Agency reserves the right to suspend Company's BOA immediately after NCI Agency 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 – PREFERRED CUSTOMER CERTIFICATE

In accordance with to Art. 10 of AC/4-D(2019)0004 (INV) – Procedures Governing the Use of Basic Ordering Agreements (BOAs):

[Company Name] 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.

[Company Name]

[Title:]

Date:

EXHIBIT B – AUTHORISATION TO USE BOA BY NATO CONTRACTORS (Template)

Attn.: 'Company' Manager of Contracts

Subject: Order under NCIA/BOA/nnnn |

[Company Name] is hereby authorised to procure under Order No. (...), in accordance with NCI Agency Basic Ordering Agreement (NCIA/BOA/nnnn). Each Order placed shall quote the above-mentioned BOA, the appropriate Order Number and shall state:

"This Order is placed under NCIA/BOA/nnnn. 'Company' hereby agrees that the terms and conditions contained in the NCIA/BOA/nnnn shall govern the purchase/license of Products and/or 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 Services covered by the Order will be directly utilised by [Name of Eligible Purchaser]."

A copy of this authorisation will be sent to Company.

NCI Agency shall not be liable in any form for any Order issued and concluded between Purchaser, other than by NCI Agency itself, and 'Company'.

EXHIBIT C – PURCHASE/TASK ORDER (Template)

RFQ-CO-115658-AMDC2

Provision of Hardware For

to The Republic of Albania

Final Operational Capability (FOC)



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

PART IV

STATEMENT OF WORK (SOW)

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Section 1 Introduction

1.1 Purpose

This procurement concerns the provision of Hardware for Extend NATO Integrated Air Defence System (NATINADS) Capability for the Republic of Albania Full Operational Capability (FOC) at one site:

- Control and Reporting Centre (CRC) at the Airbase Rinas (Tirana, Republic of Albania);

1.2 Background Information

This project is included in Capability Package (CP) 5A0063 Addendum 1, NATINADS Capability to Albania approved by the North Atlantic Council (NAC). This CP Addendum defines a requirement for the extension of the NATINADS to Albania in two phases:

- the first phase is implementing an Initial Operational Capability (IOC), with the aim of providing Albania with equipment essential to integrate its Air Command and Control (C2) assets with the NATINADS for most basic functions;
- the second phase will establish FOC of NATINADS.

The project to implement NATINADS IOC is completed. This project shall implement NATINADS FOC in Albania.

1.3 Scope

This Statement of Work (SoW) provides the conditions and requirements for:

- The delivery of the Multi Airborne Early Warning Ground Environment Integration Segment (AEGIS) Site Emulator (MASE) / CRC System Interface (CSI) equipment as per Schedule of Supply and Services (SSS);
- Integrated Product Support activities and deliverables.

The MASE/CSI infrastructure procured under this contract is further referred to as "MASE/CSI for Albania".

1.4 Standards for Interpretation of the SoW

Requirements applicable to the Contractor are preceded by a requirement heading, consisting of a prefix, followed by a number. For example "[CD-1]". Requirements are formulated using the term "shall". Context information supporting the requirements definition is provided using the term "will". "Shall" statements are contractually binding; "Will" statements are non-mandatory, or they imply intent on the part of the Purchaser.

The order of the SoW requirements is not intended to specify the order in which they must be carried out unless explicitly stated. The SoW defines the activities that the Contractor's process should cover, i.e. the Contractor's process description and plans should include where and when the required activities occur.

With this SoW, the term "including" does not have the intent to be limiting, the listings that follow are always non-exhaustive.

1.5 Applicable Documents, Standards and Definitions

This SoW refers to well-known technical standards and protocols. The applicable standard document references, for these technical standards and protocols are used in the following two formats:

Abbreviations of well-known protocols: such an abbreviation is referred to as a "Short Name". An example of a short name is [RJ45], which refers to IEC60603-7-1, "Connectors for electronic equipment". One Short Name may refer to multiple standards, in which case all referred to standards apply when referring to such a Short Name.

Formal references: Formal references are identified as [Reference]. An example of a formal reference is [IEEE 802.1Q:2011], which refers to IEEE 802.1Q "Multiple Spanning Trees" published in 2011.

Section 2 Contract Deliverables (CD)

CD-1 The Contractor shall deliver the items for "MASE/CSI for Albania", as specified in the Schedule of Supplies and Services – Contract line Item Number (CLIN) 1 to CLIN 9.

2.1 Total Electrical and Mechanical Protection against Emission of Spurious Transmission (TEMPEST) requirements

CD-2 The Contractor shall provide the corresponding TEMPEST certificates as identified in the SSS, for compliancy with TEMPEST requirements in accordance with SDIP-27/2 and SDIP-29/2 for installation in a NATO Zone 2 environment.

In the event that after the completion of the TEMPEST Class C, the certificates are not yet available, the equipment may be shipped without the physical certificates, provided the Contractor complies with the following:

Provide the Purchaser with the list of equipment for TEMPEST Class C. This list will be reviewed by the Purchaser to identify equipment requiring TEMPEST Class C testing.

The Purchaser will perform the test within 4 (four) weeks if no more than 40 equipment items have to be tested. In case of exceeding the 40 equipment items, the TEMPEST test period will be extended at Purchaser discretion. The Purchaser will return all items that failed the TEMPEST Class C test within 7 (seven) weeks.

The Contractor shall replace all equipment items that failed TEMPEST Class C test at no extra cost to the Purchaser.

2.2 Shipment specifications

CD-3 The Contractor shall ship the procured items for "MASE/CSI for Albania", as specified in Sections 3 and 4.

Section 3 Delivery

3.1 Introduction

PR-1 The Contractor shall deliver all items specified in the Schedule of Supplies and Services.

3.2 Shipment

PR-2 The Contractor shall ship all equipment to the sites specified in the Schedule of Supplies and Services. The Contractor shall coordinate each shipment with the Point of Contact (POC) of the Purchaser stated at para 4.2 for the exact shipment address, terms and arrangements for each shipment.

The Purchaser will ensure that an adequate staging area is in place at reception of the equipment.

PR-3 The Contractor shall provide to the Purchaser the shipment notification and corresponding documentation at least 15 days before shipment.

PR-4 Shipments shall be executed in accordance with the IPS specifications described in Section 4.

PR-5 **Shipping Terms:** The shipping and delivery terms and conditions are at para 4.2 of this SoW.

Section 4 Integrated Product Support (IPS)

This section addresses the IPS requirements of the project. The purpose of this section is to ensure that the Contractor uses sound, best practice logistics to plan and implement the Logistics Support Concept, as well as to ensure timely and correct delivery of equipment.

IPS-1 Contractor's internal Life Cycle Management (LCM) process and system shall comply with STANAG 4728 "System Life Cycle Management (SLCM)".

4.1 Maintenance concept

An Integrated Logistic Support Plan (ILSP) covering the maintenance and support concept are not a requirement of this project.

During the warranty period, corrective and unscheduled maintenance related to hardware (HW) will be performed by NATO personnel through the replacement of faulty equipment with serviceable units.

Faulty equipment will be returned to the Contractor who shall repair or replace the equipment in the shortest possible time (IPS-28).

During the warranty period, any preventive or scheduled maintenance related to HW will be performed by NATO personnel through the instructions provided in the manufacturers COTS technical documentation.

All software (SW) installation and maintenance is not in the scope of the Contractors maintenance concept.

IPS-2 All repairs beyond the capability of the Operating Unit shall be carried out by the Contractor under the terms of the applicable warranty.

4.2 Packaging, Handling, Storage and Transportation (PHS&T)

4.2.1 Packaging

IPS-3 The Contractor shall provide all supplies packaged to withstand the shipping hazards applicable to the chosen mode of transportation.

IPS-4 The Contractor shall provide any Special To Type (non-commercial) packaging materials required for the shipment of items at no extra cost to the Purchaser.

IPS-5 The Contractor shall package, crate or otherwise prepare items in accordance with best commercial practices considering the destination and the mode of transportation. Any Special To Type (non-commercial) packaging will be retained by the Purchaser for return of the items under Warranty if necessary.

IPS-6 The Contractor shall mark the packages, palettes and/or containers in which supplies are transported shall, in addition to normal mercantile marking, showing on a separate nameplate the name of this project, contract number and shipping address and clearly marked with the text "NATINADS EQUIPMENT – NATO PROPERTY".

IPS-7 The Contractor shall provide a Packing List for each consignment to allow for easy identification of the content of each package:

- One Packing List shall be affixed to the exterior of the consignment in a sealed, weatherproof envelope on the outside of each box, palette and/ or container
- A second copy shall be put inside each container/box.
- A third copy should be emailed to the Purchaser POC upon departure of the goods.

The Packing List shall contain the following information:

Serial	Requirement
1	The shipping Address
2	Package number of number of packages
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

4.2.2 Delivery and Shipment (Handling and Storage)

IPS-8 The shipping address where all items, including goods exchanged or repaired under warranty, shall be delivered by default is:

NCI Agency, The Hague,
Oude Waalsdorperweg 61
2597 AK The Hague,
The Netherlands

IPS-9 The Purchaser POC for any issue related to shipment by default is:

Asset Management
NCI Agency, The Hague
Oude Waalsdorperweg 61
2597 AK The Hague, Netherlands
Tel:
E-mail:

Or

EDP Analyst
NCI Agency, The Hague
Oude Waalsdorperweg 61
2597 AK The Hague, Netherlands
Tel:
E-mail:

All equipment under this project shall be delivered and shipped in close co-ordination with the NCI Agency POC at final destination.

IPS-10 The Contractor shall be responsible for any insurance covering the shipment and delivery.

IPS-11 The Purchaser shall not be liable for any storage, damage or any other charges involved in such shipment of items and supplies prior to Acceptance. Any shipment loss shall be the responsibility of the Contractor.

IPS-12 The Contractor shall notify all deliveries through issuing of a Notice of Shipment to the Purchaser’s POC, at least 10 working days in advance of each shipment with the following information:

Serial	Requirement
1	Purchaser Contract Number
2	Contract Line Item Number (CLIN), designation and quantities

Serial	Requirement
3	Destination
4	Number and gross weight
5	Consignor's and Consignee's name and address
6	Method of shipment, e.g., road, air sea, etc.
7	Date of shipment
8	Number of the Custom Form 302 used

IPS-13 The Notice of Shipment shall be accompanied by the relevant Packing List and the request for a Custom Form 302.

IPS-14 The request for a Custom Form 302 shall be addressed to:

XXXXX

NATO Communications and Information Agency

Acquisition

Oude Waalsdorperweg 61, 2597 AK The Hague, Netherlands

Tel: XXXXX

E-mail: XXXX.XXXX@ncia.nato.int

IPS-15

4.2.3 Customs

IPS-16 The Contractor shall be responsible for customs clearance of all shipments into the destination countries. It is the Contractor's responsibility to take into account delays at customs. They shall therefore consider eventual delays and arrange for shipment in time. Under no circumstances can the Purchaser be held responsible for delays incurred, even when utilising Purchaser provided Customs Form 302.

IPS-17 Prior to a shipment by the Contractor, the Purchaser will upon request issue a Customs form 302 which in some cases is required for the duty free import/export of goods. The Contractor shall be responsible for requesting the issue of a form 302 at least ten (10) days prior to shipment. The request for a Form 302 shall be accompanied by one (1) copy of the commercial invoice. The request is normally processed by the Purchaser within three (3) working days. The requested 302 forms will be sent by courier. The original 302 forms shall accompany the shipment and therefore no fax or electronic copy will be used, nor provided to the Contractor.

IPS-18 If a country refuses to accept the Form 302 and requires the payment of customs duties, the Contractor shall pay these customs duties and the Purchaser shall reimburse the Contractor at actual cost against presentation of pertinent supporting documents. Should such an event occur, the Contractor shall immediately inform the Purchaser by the fastest means available and before paying, obtain from the Customs Officer a written statement establishing that his Country refuses to accept the Form 302.

4.2.4 Reception at destination

At final destination, the Purchaser POC will visually inspect all deliveries for transportation damage and verification against packing and inventory lists.

The Purchaser's POC will inspect all packages, boxes and containers at final destination to ensure that no damage has occurred during transport and that all packages, boxes and containers detailed in the Packing List have been accounted for.

IPS-19 The Contractor shall take back and replace any damaged items, and correct any discrepancies with the packing and inventory lists, at no additional cost to the Purchaser, and without delay to the project.

IPS-20 The Contractor shall ensure that all required forms and certificates are provided and that all necessary procedures are followed for dangerous goods and goods requiring export licenses.

4.3 Technical documentation

IPS-21 The Contractor shall provide Original Equipment Manufacturer (OEM) manuals for all equipment furnished under this Contract. COTS documentation shall accompany each item delivered and shall provide full details of all operational aspects as well as applicable basic maintenance tasks that can be carried out by a skilled technician.

IPS-22 The Contractor shall provide soft copies of all documentation in the English language for all equipment delivered, in addition to the hard copy included with the equipment by the OEM. The preferred format for soft copies is PDF, though other formats are admissible provided that no propriety installations or executables are needed.

IPS-23 The documentation shall include Certificates of Conformity which certify that the equipment has been manufactured in compliance with the applicable specifications and standards.

4.4 Supply support

Initial provisioning and a Recommended Spare Parts List are not a requirement of this project.

IPS-24 The Contractor shall provide the full and complete inventory/Material Data Sheet (MDS) of all items to be delivered under this contract at least fifteen (15) working days before shipment. The MDS shall be an excel list containing the information listed in the table below.

The MDS shall be used for acceptance purposes and to create data element entries in the NATO Accounting system.

Table 1 – Material Data Sheet (MDS)

Field	Description
Project Identifier	A string of characters used to uniquely identify a Project and to differentiate it from other Projects.

Field	Description
Contract Identifier	A string of characters used to uniquely identify a Contract and to differentiate it from other Contracts.
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, and 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	True Manufacturer Code (text-5 digits). Code of the Company that has manufactured this item. In case the code cannot be obtained, it will be sufficient to enter the complete name and address information of the true manufacturer.
Vendor/Contractor Code	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. 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.
Quantity	Item Quantity (number-5 digits). Shows the quantity of this item ordered as individual item in this contract. Serialised items shall only have a quantity of 1.
NSN	NATO Stock Number (number-13 digits (only if already codified)).
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).
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.
Weight Unit of Measure	(e.g.: kg, g)
Unit Weight (packed)	Weight of the item packed (gross weight)
Unit Weight (unpacked)	Weight of the item unpacked (net weight)
Dimensions Unit of Measure	(e.g.: m, cm, mm)

Field	Description
Length	Item packed length
Width	Item packed width
Height	Item packed height
Failure Rate	For a particular interval, the total number of failures within a population of an item divided by the total functional life of the population during the measurement interval. Assumption measurement intervals: 1,000,000 hours
Failure Rate Data Source	Failure rate data can be obtained from sources such as appropriate reliability predictions, test and evaluation results, field data from past systems of similar design and environmental use, or failure rate data sources such as MIL-HDBK-217 etc.
Procurement Lead Time	For non-repairable and repairable parts. Time needed to procure the item. To be provided in calendar days
Turn Around Time	For repairable parts Mandatory for repairable items only, not applicable for non-repairable items. This is the internal TAT (from reception of the item until the declaration of ready to ship). To be provided in calendar days.
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 (not contractually binding).
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.

4.5 Training

IPS-25 Training is not a requirement of this project.

4.6 Warranty

IPS-26 The Contractor shall warrant that all the equipment (HW and SW) furnished under this Contract conform to the requirements and is free of any defect in material, equipment, code or workmanship providing standard manufacturer warranty starting at Purchaser acceptance of the equipment. Any extended warranties offered shall not incur extra costs.

IPS-27 The Contractor shall be aware that manufacturer warranty claims can be initiated by the Purchaser or the Republic of Albania directly. The Contractor shall provide full cooperation and assistance regardless of the source of the warranty claim.

IPS-28 The Purchaser directly will notify in writing the Contractor of any defect in the operation of the equipment or the existence of a failed component. The Contractor

shall acknowledge the notification of the Purchaser within the 24 hours after the receipt of the request (by e-mail, fax or letter) and initiate the procedure.

- IPS-29 The Contractor shall repair all items received with the highest priority allocated and shall provide repair report to state the result (repair activity performed or new item to be procured due to motivated impossibility or not economical repair activity).
- IPS-30 The Contractor shall ship the repaired unit within a maximum of fifteen (15) working days starting from the notification of Purchaser for the warranty request (by e-mail, fax or letter), unless otherwise specified and agreed between the Contractor and Purchaser. Additional OEM service support shall be provided as specified in the Schedule of Supplies and Services. In particular, the shorter timelines for replacement of faulty equipment shall apply.
- IPS-31 For equipment with TEMPEST certification, after warranty repair or replacement, the Contractor shall be responsible for re-tempestrating and re-testing of the equipment free of charge and shall provide the TEMPEST certification with return of the equipment. The Contractor shall not be responsible for re-TEMPESTRATING after repairs for user induced failures (repairs not being performed under warranty).
- IPS-32 The Contractor shall provide Technical Assistance support in English for requests that correspond to information demands limited to the perimeter of delivered products, evolution proposals, problem reports, or any information needed by the Purchaser or its representatives, which are not included in the supplied technical documentation.
- IPS-33 The Contractor shall submit at the end of the Warranty period a Warranty Report that documents all identified Warranty cases, affected equipment, corrective actions, cost and schedule.
- IPS-34 Defective magnetic and electronic media storage devices (e.g: CD-ROM's, DVDs, USB sticks, solid state drives, hard drives) shall remain NATO property, at no additional cost, and not be returned to the Contractor when being replaced. Any such defective storage devices shall be replaced by the Contractor with new storage devices at no additional cost to the Purchaser. If the above said electronic media storage devices being a part of a TEMPEST equipment, the Purchaser will be allowed to break the TEMPEST and remove such storage devices without disrupting the warranty rights. The Contractor shall guarantee that normal warranty conditions shall be applicable to such equipment after removal of their storage devices.
- IPS-35 The Contractor shall provide an alternative or superseding items, should the original part be no longer available, ensuring compliance with the original design provided by this Contract.
- IPS-36 The Contractor shall provide all COTS hardware and software upgrades and updates during the warranty period. The availability of COTS hardware and software upgrades and updates shall be communicated to the Purchaser and shall always be subject to Purchaser approval before upgrading.

4.7 Configuration Management

CM-1 The Contractor's internal Configuration Management process shall comply with STANAG 4427 "Configuration Management in System Life Cycle Management".

4.8 Quality Assurance

QA-1 The Contractor's internal Quality Assurance process and system shall comply with STANAG 4107 "Mutual acceptance of Government Quality Assurance and usage of the Allied Quality Assurance Publications (AQAP)".